



**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 5:00 P.M. ON
MONDAY, MAY 2, 2016**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2015-28. 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 body.
- B) Pledge of Allegiance/Invocation.
- C) Public Comments. (Ordinance No. O-2015-28)
A registered speaker may speak on several items or topics of public concern; however, a speaker may not exceed three (3) minutes as a whole when addressing the board. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak at a scheduled meeting. A sign-in form must be filled out prior to the meeting to allow the registered speaker to address the governing body.

2. PROCLAMATIONS:

- A) Proclamation proclaiming Economic Development Week.

3. 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) Consultants Quarterly Reports
- C) Presentation by PSJA ISD on Summer Meals Program
- D) City Events of Interest

4. 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)*

AGENDA REGULAR MEETING
MAY 2, 2016

- A) Approval of minutes for April 18, 2016 – Regular Called Meeting.
- B) Consideration and action, if any, on request from Port of Brownsville for the use of two trolleys for their 80th anniversary event on Saturday, May 14, 2016 from 10:00 a.m. to 4:00 p.m. (ADMINISTRATION)
- C) Consideration and action, if any, on request from City of Alamo for the use of four (4) electrical junction boxes for their 4th Annual Watermelon Festival. (PUBLIC WORKS)
- D) Consideration and action, if any, on request from the Rio Grande Valley Literacy Center for police assistance for their Annual Boots and Bling Fundraiser on Thursday, May 5, 2016 at La Placita Event Center. (POLICE)
- E) Consideration and action, if any, on request from PJSA Early College High School for the use of the Tierra Del Sol Golf Course and waive the green fees for their 2nd Annual PSJA ECHS Bear Scholarship Classic Golf Tournament on May 7, 2016. (PARKS & REC)
- F) Consideration and action, if any, on request from PSJA ISD and Career and Technical Student Organization (CTSO) for the use the Tierra Del Sol Banquet Room for their SkillsUSA Awards Banquet on Friday, May 13, 2016 from 5:00 p.m. to 9:00 p.m. (PARKS & REC.)
- G) Consideration and action, if any, on acceptance of a Hazardous Material Trailer from the County of Hidalgo. (FIRE)
- H) Consideration and action, if any, authorizing City Manager to advertise for bids for FY 2015-2016 Asphalt Oil Material for Public Works Paving Projects. (ENGINEERING)
- I) Consideration and action, if any, authorizing City Manager to advertise for bids for Asphalt and Oil minerals for Marigold Lane and Larkspurs Lane. (ENGINEERING)
- J) Consideration and action, if any, authorizing City Manager to advertise for bids for Downtown Lighting Project –US Business 83 to Polk Avenue. (ENGINEERING)
- K) Consideration and action, if any, on sponsorship in the amount of \$2,968.75 for Asociacion de Agentes Aduanales de Reynosa Guayabera. (BRIDGE)
- L) Consideration and action, if any, on membership renewal in the amount of \$2,500 for Border Trade Alliance (BTA) Bronze Plus Level. (BRIDGE)
- M) **SECOND PUBLIC HEARING:** Solicitation of comments on the designation of Evergreen Cold Storage, LLC as a Texas Enterprise Zone Project. (PEDC)

AGENDA REGULAR MEETING
MAY 2, 2016

- N) Consideration and action, if any, on Ordinance designating Evergreen Cold Storage, LLC as a Texas Enterprise Zone Project. (PEDC) **2nd Reading**
- O) Consideration and action, if any, on Ordinance amending Ordinance No. O-96-35, Chapter 62 – Health and Sanitation to add smoking regulations. (DEV. SERVICES) **2nd Reading**
- P) Consideration and action, if any, on Resolution authorizing the City of Pharr to participate in the TexPool Investment Pools and designating authorized representatives. (FINANCE)
- Q) Consideration and action, if any, on Resolution authorizing Police Department to enter into an Interlocal Agreement with Hidalgo County Sheriff's Office for FY 2016 Operation Stonegarden Grant Funds. (POLICE)
- R) Consideration and action, if any, on agreement with Valley IT Solutions, Inc., for network maintenance and support for E-rate equipment. (LIBRARY)
- S) Consideration and action, if any, on service agreement with SmartCom Telephone, LLC for internet services at the Pharr Memorial Library. (LIBRARY)
- T) Consideration and action, if any, authorizing City Manager to negotiate the sale of property legally described as being a 288,728 square foot or 6.6283-acre tract of land out of Lot 226, Kelly-Pharr Subdivision, Pharr, Hidalgo County Texas – Parcel 19 for the Hidalgo County Linear Park Project. (DEVELOPMENT SERVICES)
- U) Consideration and action, if any, authorizing City Manager to negotiate the sale of property legally described as being a 209,020 square foot or 4.7984-acre tract of land out of Lot 221, Kelly-Pharr Subdivision, Pharr, Hidalgo County Texas – Parcel 8 for the Hidalgo County Linear Park Project. (DEVELOPMENT SERVICES)
- V) Consideration and action, if any, authorizing City Manager to negotiate the sale of property legally described as being a 18,357 square foot or 0.4214-acre tract of land out of Lot 223, Kelly-Pharr Subdivision, Pharr, Hidalgo County Texas – Parcel 18 for the Hidalgo County Linear Park Project. (DEVELOPMENT SERVICES)
- W) Consideration and action, if any, authorizing City Manager to negotiate the sale of property legally described as being a 275,880 square foot or 6.3333-acre tract of land out of Lot 223, Kelly-Pharr Subdivision, Pharr, Hidalgo County Texas – Parcel 20 for the Hidalgo County Linear Park Project. (DEVELOPMENT SERVICES)

X) Consideration and action on Development Services Cases:
PUBLIC HEARING:

1. All Square, Inc., represented by Mr. Ramiro Armendariz, d/b/a Jackie's, 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 General Business District (C). The property is legally described as Colonia Santa Barbara, S150' of Lots 5-10, Block 1, Pharr, Hidalgo County, Texas. The property's physical address is 819 West Ferguson. **CUP#120419**
2. Stephanie B. Palacios, d/b/a Hukah Spot, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being all of Lots 9 & 10, Block 1, Amended Plat of Mayfair Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3914 North Jackson Road. **CUP#160319**

REGULAR AGENDA – OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Resolution authorizing execution and delivery of documents with respect to capital lease financing. (FINANCE)
- B) Consideration and action, if any, on Resolution appointing two (2) members to the Parks and Recreation Advisory Board. (PARKS & REC.)

6. ADMINISTRATIVE:

- A) Consideration and action, if any, awarding bid for service contract to generate Chlorine Dioxide. (PUBLIC UTILITIES)
- B) Consideration and action, if any, authorizing PEDC II Executive Director to negotiate loan under the PEDC II for economic development programs. (PEDC)
- C) Consideration and action, if any, authorizing PEDC II Executive Director to submit an application for recognition of exemption under a Section 501 (a) organization. (PEDC)
- D) Consideration and action, if any, on Adopt-a-Park Program. (PARKS & REC)
- E) Consultation with the Board of Commissioners on review of the city organization structure. (ADMINISTRATION)

7. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, on Engagement Agreement between City of Pharr and Johnson Petrov LLP for legal representation. (LEGAL)

- B) Consideration and action, if any authorizing City Manager to negotiate and execute contract with SDI Engineering for additional engineering services for Downtown Lighting Project. (ENGINEERING)
- C) Consideration and action, if any, amending contract with Rio Regional Infrastructure Services, LLC for professional infrastructure and lobbying services for the Mexican Aduana Improvements. (BRIDGE)
- D) Consideration and action, if any, accepting real estate listing agreement from BIC Realty for PEDC II property located at 1206 W. Sam Houston. (PEDC)
- E) Consideration and action, if any, on incentive agreement with RGV Careers. (PEDC)

8. LEGAL:

- A) Consideration and action, if any, on attorney consultation concerning legal action against Vecchio Motel for past due hotel/motel tax. (FINANCE)
- B) Consideration and action, if any, on attorney consultation concerning legal action against COPSync, Inc. loan. (PEDC)
- C) Consideration and action, if any, on legal action on promissory note of Shay Cantu d/b/a Gridiron Burgers. (PEDC)

9. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda, including items 4 - 8 in accordance with the following below:*

Pursuant to Section 551.071, the City may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice concerning legal action against Vecchio Motel for past due hotel/motel tax; legal action COPSync, Inc. loan; and legal action on promissory note of Shay Cantu d/b/a Gridiron Burgers 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 City 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 City 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

AGENDA REGULAR MEETING
MAY 2, 2016

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

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

11. ADJOURNMENT.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext. 1003/1007 or FAX 956/702-5313 or E-mail hilda.pedraza@pharr-tx.gov or imelda.barrera@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 29th day of April, 2016, at 4:00 P.M. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



HAND AND SEAL, this 29th DAY OF APRIL 2016.

Hilda Pedraza
HILDA PEDRAZA, TRMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 2016 by,

_____ Title: _____

WHEREAS, the International Economic Development Council (IEDC) is celebrating its 90th year as the premier professional organization in 2016; and

WHEREAS, economic developers work with industries, brokers, and other key allies to produce the proper business climate that will result in the creation of high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, the economic development profession recognizes its role in a region's long term success by addressing issues vital to businesses such as workforce availability, training, international trade, direct foreign investment, incentives and reduced cost of operations; and

WHEREAS, the City of Pharr recognizes it is a vital part of the region's success due to its commitment to a viable economic development program and strong partnership with other communities in South Texas; and

WHEREAS, the City of Pharr Economic Development Corporation works closely with local, state, federal, and international partners to help spur economic development, to foster growth, and to promote trade and commerce in Pharr; and

WHEREAS, the Pharr International Bridge is a key mechanism for economic development activities, supporting \$30 billion in trade with the world, is the leading port for produce crossings, and the only fully commercial international bridge in the region; and

WHEREAS, the City of Pharr continues to remain committed to supporting economic development activities and encourages all citizens to recognize and praise the valuable role that economic development plays to contribute to the vitality and quality of life in our community.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the week of May 8-14, 2016 as:

“Economic Development Week in Pharr”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 2nd day of May 2016.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

City Engineer's Report
May 2, 2016

Design Projects:

Cage Boulevard Traffic Signal Improvements – Polk Ave to Ridge Road

TxDOT has agreed to oversee this project with some city participation.

City of Pharr Bicycle Accessible Improvements

Consultant has completed plans and specifications for Bike Trail on Cage Blvd and submitted to TxDOT for review. Plans are currently being prepared to have the Bike Trail transverse the floodway.

Sugar & El Dora Traffic Signal Improvements

The project is currently being advertised to open bids on April 28, 2016.

Wastewater Treatment Plant – Secondary Clarifier No. 2 Replacement

Project is currently under design.

Lift Station No. 25 (Nolana Loop & Raiders Drive) – Lift Station Replacement

The project is currently being advertised to open bids on April 29, 2016.

Kelly & Veterans Traffic Signal Improvements

The project is currently under design.

Construction Projects:

Hi-Line Road

Public Works forces has begun to reconstruct road on December 1, 2015. There is a delay in the construction of the road due to adjacent fields draining into the road construction. See attached photos. Estimated completion date is May 2016.

Egly & Sugar Drainage Detention Pond

Contractor is 99% complete and a final walk thru was performed this week.

Contract Amount: \$387,047.55

Current Expenditures: \$367,695.20

Percent Completed: 99%

Single Machine Repaving Project – Year 1 – Phase A – Las Milpas

Contractor has begun construction on January 4, 2016.

Contract Amount: \$1,377,768.35

Current Expenditures: \$ 919,915.38

Percent Completed: 67%

Navarro Street Roadway & Drainage Improvements

Contractor has begun construction on the project.

Contract Amount: \$ 817,648.70

Current Expenditures: \$ 110,132.00

Percent Completed: 14%

Jones Box Bridge Crossing

Contractor placed the bridge and the project is ahead of schedule. Completion should be April 30, 2016.

Contract Amount: \$ 296,571.00

Current Expenditures: \$ 29,447.53

Percent Completed: 100%

Ridge Road and Cage Blvd Sidewalk Improvements

Contractor has begun construction on the project. Project is 80% complete.

Contract Amount: \$ 234,153.00

Current Expenditures: \$ 0.00

Percent Completed: 2%



Hi-Line Road Improvements



Hi-Line Road Improvements



Hi-Line Road Improvements



Hi-Line Road Improvements



Repaving Year 1 – Phase A Project



Repaving Year 1 – Phase A Project



Repaving Year 1 – Phase A Project



Repaving Year 1 – Phase A Project



Navarro Street Improvements – Drainage Ditch



Navarro Street Improvements – Drainage Ditch



Navarro Street Improvements – Drainage Ditch



Navarro Street Improvements



Navarro Street Improvements



Navarro Street Improvements



Egly & Sugar Drainage Detention Pond



Egly & Sugar Drainage Improvements – Pavement Replacement



Jones Box Pedestrian Bridge



Jones Box Pedestrian Bridge



Jones Box Pedestrian Bridge – Riprap Slope



Jones Box Pedestrian Bridge – Riprap Slope



Jones Box Pedestrian Bridge



Ridge Road and Cage Blvd Sidewalk Improvements



Ridge Road and Cage Blvd Sidewalk Improvements



Ridge Road and Cage Blvd Sidewalk Improvements

City of Pharr
Status Report – April 19, 2016
Hollis Rutledge and Associates, Inc.

Economic Development Agency

HRA Inc. has been working with Economic Development Agency (EDA) staff to finalize grant amendment on new project location. On April 15, 2016, HRA set up a conference call between Mr. Ayala from EDA and Mr. Juan Guerra where Mr. Ayala announced final approval of grant amendment. HRA Inc. also forwarded an electronic CD of Post-award documents to City Staff.

Texas Parks and Wildlife

HRA Inc. successfully coordinated, developed and submitted with assistance from City staff a Texas Recreational Parks grant application for \$250,000 back in October 1st of 2015. The City of Pharr received award for this project on March 24, 2016. At the request of city staff, HRA provided a full copy of the grant application.

Housing and Urban Development- Promise Zone

HRA, Inc. worked with the Promise Zone team in completing the Promise Zone application by the due date of February 23, 2016. HRA Inc. was able to successfully secure two Regional HUD technical assistance sessions for the application back in October and November. HRA provided guidance, technical assistance on application, and reviewed all information provided by Promise Zone team. We anticipate that we should hear award announcements on project by end of summer/ early fall.

Housing and Urban Development

HRA Inc. is assisting the City in mitigating a CDBG issue.

Texas Facilities Commission

HRA, Inc. assisted the Pharr Police Department in formulating a letter for request of police equipment/vehicles to the Texas Facilities Commission. Letter was sent to the agency on January 12th, 2016. HRA Inc. followed up on request and was informed that Texas Facilities Commission is waiting on approval from Texas Comptroller's Office before they can go ahead and respond to the request. HRA Inc. will continue to follow up on this request.

General Service Administration-Pharr Bridge

HRA Inc. has successfully coordinated with the General Services Administration (GSA) a Memorandum of Agreement between the City and the GSA for the Pharr Dock Enforcement Booth.

▶ **Liaison Bridge 2nd Quarter Report**

▶ **Ezequiel Ordonez**

RIO REGIONAL INFRASTRUCTURE SERVICES LLC 2015 – 2016



ezequiel.bridgepharr@gmail.com



Mexico Liaison in Initiatives

1. **Scheduling by Sector** Industrial, Maquiladora, Automotive, Produce, Logistics & Oil.
2. **Regions in Mexico:** Center, Bajio and Pacific.
3. **Lobbying both sides:** S.A.T., Aduana Mex, SCT, Indabim, Capufe, TX DoT, US DoT, CBP- Custom, Governments State and Local Association: INDEX, Produce, maquiladora y Energy.
4. **Trade Mission:** Tamaulipas, Nuevo Leon, Veracruz, San Luis Potosi, Sinaloa, Guanajuato, Queretaro, Jalisco , Zacatecas.
5. **Next Events Proposed 2016:** We are interested in attending events from different Industrial sectors, petroleum, logistics, and produce; delegation with Industrial parks Guanajuato, San Luis Potosi, Queretaro and Port of Brownsville - Port of Houston

Some Events: Logistic Summit Expo 2016, TXDoT Meeting, FABTECH Mexico 2016, PMA Fresh Connections – México, Plenary Binational Border Bridges and Crossing, 3r Congreso de Cold Chain, Vegifruit Produce, Expo Carga 2016 and Logistics & Supply Chain Expo 2016

GENERAL CHART	TOTAL FY 2015- 2016 1st Quarter	TOTAL FY 2015- 2016 2nd Quarter
1. Main Meetings	11	11
2. Guest received	12	10
3. Events Participated	10	10
4. New Customer 2015	10	8

INTRODUCTION January - March

1. Main Meetings

Attended around **11 Main meetings** in our facility and different locations in the Valley

2. Guest received

Received around **10 institutions Federal, States and Locals and Privates) theirs** search for new crossings, efficiently and new facilities to build in Pharr, (projects in Pharr POE / Mexican side.)

3. Events Participated 2015

Participated in **10 events in Mexico and Texas**, and were able to organize a delegation for the Texas Trade Mission to Guanajuato (sectors: Industrial, Maquila, Logistics, and Produce.)

4. New Customer 2015

Received several 8 new clients during the year Fiscal, from Mexican states and different Industrials sectors, logistics, petroleum and produce

Pharr, TX; Meeting with Trade Delegation by COMCE Zacatecas Growers and Artisan Group around 30 companies from Mexico, visit Our Port Of Entry.



Attended CBP Monthly Trade meeting at Tierra del Sol.



Reynosa, Tam. MX.; Working lunch and Meeting with Mr. Ejidio Torre Cantu, Governor State of Tamaulipas and Jose Elias, Reynosa Mayor.



Attended INDEX Reynosa's inauguration of new council and President Alex Avila



Congressional visit and tour of the Port of Entry, as well as a brief presentation.



Pharr, TX; Meeting with Annabell Vidal from Trust Control International, the company where you can always find professional support, reliability and care for your business from Houston, TX who gave us a presentation about her company and how it can benefit the Pharr Bridge .



Pharr, TX; Hosted a Congressional visit and took a tour of the Port of Entry, as well as a brief presentation



Meeting with Artermio Olivarez from 4G Interenlace to discuss future projects at the Pharr Bridge and the BridgeConnect Trade Seminars.



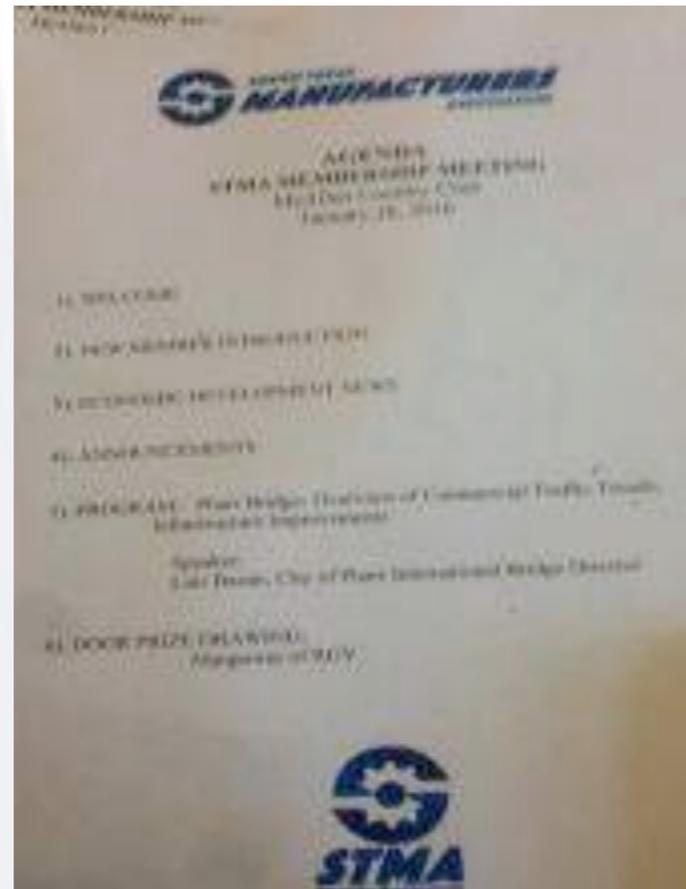
Mission, TX., Attended and Presented at the Consulate's Border Competitiveness & Connectivity Seminar, Consulate of Mexico in Mcallen and AEM.



Meeting Aduana/SAT Director, Sergio Berlin Perez, and his staff to discuss the improvements to the import/export lots inside the Mexican Aduana, pending final signature from aduana director for the complete modernization design.



Mcallen, TX; Attended and Presented at the South Texas Manufacturers Association (STMA) Monthly meeting.



Mcallen, TX.; Attended Dinner - Meeting. TIPA's Produce Hall of Fame



Meeting with Carlos Lopez and Miguel Basurto from SEMIC-MEX to discuss the Wait Time/Origin & Destination Study .



Pharr, TX.; Meeting with Aduana / SAT Reynosa Director, Sergio Berlin Perez and Infrastructure Director from Mexico City for a comprehensive update on the future of the Aduana.



Pharr, TX.; Attended the City of Pharr Press Conference with Texas Agriculture Commissioner Sid Miller at the Pharr International Bridge.



Attended the HCRMA Groundbreaking ceremony for the State Highway 365/US281/BSIF Exit Connector Project – International Bridge Trade Corridor (IBTC).



Meeting with Abraham Sosa from Logicorp and Samuel De Los Santos from Don Hugo to discuss future projects at the Pharr Bridge





Attended INDEX- Monterrey, Nuevo Leon Expo Manufactura, Suppliers for Maquiladoras

Hosted a Congressional Visit from Texas State Senator Nichols.



Pharr, TX; Hosted a group from CentrePort Canada who presented better logistics to transport produce and materials from Mexico to Canada and Canada to Mexico.



Monterrey, NL, MX; Attended AMHPAC Sinaloa promotion meeting at the Hotel Ancira, met 8 growers.



MOU Signing and Commercial Trade Mission to San Jose Iturbide, Guanajuato, Mexico.





MOU Signing and Commercial Trade Mission to San Jose Iturbide, Guanajuato, Mexico.



Tour and Visit Industrial park Opcion, and visit Automotive Plant Flex N Gate to San Jose Iturbide, Guanajuato, Mexico.



Attended the first Latin America and Energy Summit 2016, in Corpus Christi, TX.

The Latin American Petroleum and Energy Summit seeks to bring together like-minded individuals and companies from Latin America and Texas with the common goal of increasing trade opportunities through Port Corpus Christi.



Monterrey, NL, MX; Attended MAINFORUM 2016(MEXICO'S AUTOMOTIVE INNOVATION NETWORK FORUM) is the most important automotive technology forum organized in Mexico. The 2nd edition of the MAINFORUM (We made the appointment 1st contact with FEMSA Logistic,Oxxo Gasoline)



Pharr, TX; Hosted a group from TRANCASA USA who presented better logistics to transport materials and logistics from Mexico for [Freightliner Trucks MX](#) CEO



Monterrey NL MX; Met with FEMSA Logística at their main office. They are looking to cross around 1,500 trucks per Month with gasoline from the Valley to Nuevo Leon.



Attended the TX/NM Reunion Regional Meeting of Binational Bridges and Border Crossings in Chihuahua, Mexico.



Meeting and lunch with Donna Mayor, Mrs. Irene Muñoz; City Manager and Bridge Director



Attended the Viva Fresh in San Antonio, Texas.



Thank You! – ¡Gracias!

▶ Liaison Bridge 2nd Quarter Report

▶ **Ezequiel Ordonez**
RIO REGIONAL INFRASTRUCTURE SERVICES LLC
ezequiel.bridgepharr@gmail.com





Creative Alignment Consulting Grant Development & Training Services for the City of Pharr Progress Report

Contracted Deliverables Accomplished to Date:

Month 1: Grants Portfolio Development: Compile all data, documents and attachments needed for competitive grant proposals.

August – Leadership was interviewed to determine priorities; grants team received lists for documents needed to submit grants. (Grants Portfolio List Provided; Hands on Demonstration to Run Grant Searches)

Month 2: Grants development training and mentoring using curriculum, **Grants 101**. Creative Alignment will coach staff on grant development and grant implementation once awarded.

September – Grants Team trained with Consultant in four Workshops
(Grants 101 Syllabus Attached with Power Point utilized)

- **Facilitated Grant Development for Parks and Rec Research for RFP**
(Master Plan Needed to be Competitive)
- **Facilitated Grant Development for First Housing Grant – HOME Designation, \$60,000**

Month 3 – 12: At least one competitive state grant application or federal proposal will be submitted monthly.

October: Consultant Wrote and Submitted PAL (Grant #1) to Tijerina Foundation – Awarded \$10,000

- **Consultant assisted with Promise Zone Press Conference, October 8, 2015**

November: Consultant Grant Development with Grants Director Gathering MOU & Docs

- **Consultant submitted PAL (Grant #2) to Trull Foundation – Notification Pending**
- **Consultant submitted EDC (Grant #3) to EDA for Revitalization Coalition - Pending**

December: Promise Zone Implementation Plan (Grant #4) – Submitted twice to Regional HUD Office for Feedback; Grants Director assisted grant development meeting schedule and data collection

- **Co-facilitated over 20 grant development/ workgroup meetings for Promise Zone**

January: Promise Zone Narrative Submitted to HUD through MAX Online System (Grant #5);

- **Consultant Wrote Narrative and Submitted; Grants Director Gathered Documents and Signatures for MOU and Attachments**

February: Grants Team Member Mario Palomo worked to submit HOME application for housing assistance (Grant #6) Awarded \$60,000

- **Consultant facilitated HOME Appeal Process with Multiple Technical Assistance Calls**
- **Consultant submitted Five Starr (Grant #7) with EDC and Santa Ana Wildlife Partners**

March: STC Collaborative Research for Skills Training/ Workforce Development & FEMA Research

State of Contract: In Compliance with Grant Funded Successes

To date, according to contract schedule, contractor is compliant with grants development training and grant writing according to the monthly goal of one competitive grant per month. Three (3) Grants Remain to be facilitated and/or written (April – July)

Contract Review: Contractor was hired to build capacity in the City of Pharr Grants Department for grant development. Training has been provided through a course the consultant developed for UTRGV. All team members participated and interacted positively with the material presented. Team members have been mentored on the development of grant applications such as the HOME application and appeal and been award to the multi-tiered, complex grant proposal process such as the Promise Zone Designation. Attention can now turn to the development of a strategic grant development plan for the City of Pharr with three months left on the Consultant's contract.

Consultant's Recommendations:

- 1.) Revisit funding priorities and develop an annual grant strategy. The Promise Zone logic model and implementation plan can give us. In this way, the grant strategy will be based on community assessment. The grant strategy should be inductive and not deductive, meaning the City should not simply, *follow the money* but should strategically apply for grants that are part of the overall grant strategy.
- 2.) The grants team is focused on grant compliance, not grant development. Additional personnel may be needed in order for the grants team to conduct grant development services or criteria should be established for the use of contract grant writers.

Grants development is not grants compliance. The grants team is particularly skilled in grants management for CDBG. Grant development by the grants team has been limited due to the extensive nature and sophistication of CDBG Grants Management and Reporting.

- 3.) Decide on a grants development model and fully implement it. There are at least three options.
 - a.) **Single Source Model with Grants Team as the Hub** - The grants department writes all grants and drives the process based on the strategic plan.

- b.) **Facilitator Model** - The grants department facilitates the training of department managers to strategically plan for the grants funding of their particular department and the grants team acts only as a resource to their process.

- c.) **Hybrid Model** – The hybrid model is a combination of the previously highlighted models. The hybrid model allows for 1) the training of the department heads to take responsibility for developing the grant strategy of their department while using the grants team as a resource and also affords the city grants team to write grants that are aligned with the strategic plan on a limited but strategic basis. *

*Consultant recommends the hybrid model with the establishment of specific criteria for when a grant should be written by the content experts of the city department and when the grant should be written or shepherded by the grants team. Develop a hybrid model where the grants team provides training with the consultants for department managers to develop department grant strategies and the grants department writes or subcontracts out the grant writing that exceeds amount and sophistication beyond the capability of the department heads.

***Consultant is available for additional contract for services recommended.*

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, APRIL 18, 2016 AT 5:00 P.M.
118 SOUTH CAGE 2ND FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, April 18, 2016 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto Carrillo
Comm. Edmund Maldonado
Comm. Ricardo Medina
Comm. Mario Bracamontes

BOARD OF COMMISSIONERS ABSENT: Mayor Pro-Tem Oscar Elizondo, Jr.

STAFF PRESENT: Juan G. Guerra, City Manager
Ed Wylie, Asst. City Manager
Hilda Pedraza, City Clerk
Imelda Barrera, Asst. City Clerk
William Ueckert, City Engineer
Gary Rodriguez, Events Center Dir.
John Torres, Finance
Anali Cantu, HR Director
Rudy Martinez, Municipal Judge
Ruben Villescascas, Police Chief
Lenny Perez, Fire Chief
Melanie Cano, Development Services
Roy Garcia, Public Works Director
Roel Garza, Parks & Rec. Director
David Garza, Public Utilities Director
Raul Garza, CDBG Director
Roel Garza, Parks & Rec. Dir.
Adolfo Garcia, Library Director
Jason Arms, IT Director
Luis Bazan, Bridge Director
Sergio Contreras, PEDC Director

CITY ATTORNEY Patricia Rigney, Attorney

ITEM 1 CALL TO ORDER:

Mayor Hernandez called the meeting to order at 5:00 p.m. Roll Call established a quorum.

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

Comm. Carrillo moved to excuse Comm. Elizondo. Comm. Maldonado seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIANCE / INVOCATION

Juan Guerra, City Manager, led in the pledge of allegiance and Pastor Magallan said the prayer.

C) PUBLIC COMMENTS (ORDINANCE NO. O-2015-28)

Lupe Chavez spoke about Pharr Forward and past Administration and thanked the Commission for the water rebate checks received. Mr. Chavez also spoke on public comments stating public comments have been changed so many times because of himself and Dr. Fletcher and feels the public should have the opportunity to speak. He further spoke about the filing fee and stated city elections should be paid with taxpayers' monies. Lastly, he mentioned it was a dishonor to wear a cap during city commission meetings.

ITEM 2 PROCLAMATIONS:

A) PRESENTATION OF PROCLAMATION PROCLAIMING POWERTALK 21 DAY

Mayor Hernandez read proclamation proclaiming April 21, 2016 as PowerTalk 21 Day.

Rudy Rodriguez, representing Mothers Against Drunk Driving (MADD), Melisa Aguilar, and Laurence Sepulveda, District Attorney's Office, received the proclamation. Ms. Sepulveda spoke about the importance of parents and teens talking together about alcohol to reduce the risks and dangers posed to teens in the communities and thanked the Commission for the recognition.

ITEM 3 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) SUBMISSION OF MONTHLY REPORT – PHARR MUNICIPAL COURT**
- C) SUBMISSION OF MARCH 2016 TAX COLLECTION REPORT**
- D) SUBMISSION OF APRIL 2016 SALES TAX REPORT**
- E) CITY EVENTS OF INTEREST**

Juan Guerra, City Manager, introduced the item and stated questions on City Engineer's report could be entertained at this time.

Comm. Medina expressed his concern about Hi Line Road not being completed by the April 30th deadline due to the recent rains. Roy Garcia, Public Works Director, briefly stated the project was currently delayed due to the weather but they were within schedule.

Juan Guerra, City Manager, introduced the Municipal Court monthly report. Mayor Hernandez asked why collections were down. Rudy Martinez, Municipal Judge, explained collections were down due to decrease in cases. He stated 1,556 cases were filed in the month of March as compared to 2,651 cases filed last year. He also stated citations were down and stated 7,500 cases were filed for the current fiscal year as compared to 9,200 cases last year.

Juan Guerra, City Manager reported current tax collections were slightly up and delinquent tax were down by 1.37%. He further introduced the sales tax report and announced the City of Pharr was number one in sales tax growth by 15.8% for the month of April 2016.

Juan Guerra, City Manager, reported on upcoming city events. He stated an interactive weather educational event, Amazing Skies, by Tim Smith in partnership with the Pharr IT Department, would take place on April 24, 2016 at the Boggus Ford Events Center. He further reported the Pharr Memorial Library would be hosting Dia de los Ninos, Dia de los Libros event on April 28, 2016 from 6:00 pm to 8:00 pm. He further reported the Fire Department would be having an adult class on career day and station tour on April 20th and 21st, 2016 and Career Day at Escalante Middle School on April 29, 2016.

Juan Guerra, City Manager, also reported Operation Clean Sweep was scheduled for Saturday, April 30, 2016 at Jones Box Park from 8:00 am to 12:00 pm. He further reported the Pharr Economic Development Corporation would be holding a PSJA College and Career Ready Conference at Southwest High School on April 19, 2016 at 9:00 am and a ribbon cutting ceremony for Holiday Inn Express on April 21, 2016 at 3:00 pm. Mr. Guerra reported Pharr Police Department would be hosting the Sgt. Jorge L. Garcia Memorial 5k Run/Walk on Saturday, May 14, 2016 at PSJA Stadium as part of National Police Week. Lastly, he announced the City of Pharr would be hosting the 4th of July Family Fiesta on Saturday, July 2, 2016 at William Long Elementary. There will be family games, chili cook-off, live music, food booths, and fireworks.

At this time, Comm. Carrillo on behalf of the Carrillo family, deeply appreciated everyone for their support, thoughtful cards, and prayers for his brother's passing.

ITEM 4 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 MARCH 21, 2016 – REGULAR CALLED MEETING; APRIL 4, 2016 – WORKSHOP SESSION; AND APRIL 4, 2016 – REGULAR CALLED MEETING (ADMINISTRATION)
- B) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD FOR THE USE OF JOSE “PEPE” SALINAS MEMORIAL CIVIC CENTER FOR THEIR SPECIAL EDUCATION ANNUAL PARENT CONFERENCE ON THURSDAY, MAY 19, 2016 FROM 7:30 A.M. TO 2:30 P.M. (PARKS & REC.)
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR PROPOSALS FOR THE PROCUREMENT CARD PROGRAM (FINANCE)
- D) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FOR STREET CLOSURES FOR THE SGT. JORGE L. GARCIA MEMORIAL 5K RUN/WALK ON SATURDAY, MAY 14, 2016 FROM 7:00 AM TO 11:00 AM. (POLICE)
- E) FIRST PUBLIC HEARING: SOLICITATION OF COMMENTS ON THE DESIGNATION OF EVERGREEN COLD STORAGE, LLC AS A TEXAS ENTERPRISE ZONE PROJECT (PEDC)
- F) CONSIDERATION AND ACTION ON PLANNING & ZONING CASES:

PUBLIC HEARING:

- 1. Ruben P. Fonseca, representing East Point Investments, LLC, requested a change of zone from a Single-Family Residential District (R-1) to a General Business District (C). The property is legally described as the 1.039 acres, more or less, out of Lot 30, L.R. Bell Development “E” Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1208 East Polk Avenue. COZ#160317
- 2. Gary Edenburn, representing Verizon Wireless (NG80370), requested a Life-of-the-Use Conditional Use Permit to allow an existing telecommunication tower in an Agricultural and/or Open Space District (A-O). The property is legally described as a 0.06-acre tract of land, more or less, out of Lot 1, Anchor Bible Baptist Church Subdivision, Pharr, Hidalgo County, Texas. The property is located at 806 South Veterans Boulevard. CUP#160318

PLATS

- 3. Quintanilla, Headley and Associates, Inc., representing Alfredo Mata, requested preliminary and final plat approval of the proposed Las Milpas Boys and Girls Club Subdivision. The property is legally described as being a 2.22-acre tract of land out of Lot 350, Block 7, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property’s physical address is 302 East Las Milpas Road. SUB#160305
- 4. Hinojosa Engineering, Inc., representing Pharr-San Juan-Alamo I.S.D., requested final plat approval of the proposed Pharr-San Juan-Alamo Football Stadium Subdivision. The property is legally described as a 20.00-acre tract of land, more

or less, being the West 20.00 acres of Lot 182, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located between the 800 and 1000 Block of East Sam Houston Avenue. SUB#150411

Juan Guerra, City Manager, opened the public hearing and stated no one signed up to speak. He further recommended approval of items 4A-F (1-4) under the consent agenda.

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

Ordinance No. O-2016-14 is filed with the City Clerk's Office.

REGULAR AGENDA – OPEN SESSION:

ITEM 5 ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DESIGNATING EVERGREEN COLD STORAGE, LLC AS A TEXAS ENTERPRISE ZONE PROJECT (PEDC)

Juan Guerra, City Manager, introduced the item and stated this was the first reading of the ordinance and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2015-52 – TIF REINVESTMENT ZONE NUMBER 2 (PEDC)

Juan Guerra, City Manager, introduced the item and recommended approval.

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

Ordinance No. O-2016-15 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-96-35, CHAPTER 62 – HEALTH AND SANITATION TO ADD SMOKING REGULATIONS (DEV. SERVICES)

Juan Guerra, City Manager, introduced the item and recommended approval.

Comm. Maldonado **moved** to approve. Comm. Medina seconded the motion.

Comm. Carrillo asked what the purpose of the ordinance was. Juan Guerra, City Manager, briefly explained the ordinance was to add smoking regulations in bars and

food establishments. He stated in those establishments where more than 50% of gross income is derived from alcohol sales smoking would still be allowed if they choose to do so. However, for those establishments where more than 50% is derived from food sales, smoking would be restricted. Mr. Guerra noted this was the first reading and stated all businesses would be notified after the third and final reading of the ordinance.

The motion was put to a vote and it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DESIGNATING HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION MEMBERS (ADMINISTRATION)

Juan Guerra, City Manager, introduced the item and recommended Mayor Ambrosio Hernandez as Primary Member, Comm. Eleazar Guajardo as Alternate Member, and Juan Guerra, City Manager and Comm. Ricardo Medina as Designated Proxies.

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

Resolution No. R-2016-19 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ENTERING INTO AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CLOSURE OF U.S. 281 AND EAST U.S. HIGHWAY 83 FOR SGT. JORGE L. GARCIA MEMORIAL 5K RUN/WALK ON SATURDAY, MAY 14, 2016 FROM 7:00AM TO 11:00AM (POLICE)

Juan Guerra, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2016-20 is filed with the City Clerk's Office.

ITEM 6 CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACT WITH R. GUTIERREZ ENGINEERING, INC. FOR ADDITIONAL ENGINEERING SERVICES FOR NAVARRO STREET WATER LINE RELOCATION (ENGINEERING)

Juan Guerra, City Manager, introduced the item and called upon William Ueckert, City Engineer.

Mayor Hernandez questioned why additional services were needed. William Ueckert, City Engineer, explained when plans were developed for this project, staff

thought the waterline was behind the curb. However, when contractor started the excavation, they found that the majority of the line was behind the curb except for certain locations. He stated since the subdivision development was about 30 years ago, there were no drawings or as-builts for the waterlines or sewer lines.

Juan Guerra, City Manager, stated the additional services fee was \$8,827 and recommended approval.

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, AUTHORIZING CITY MANAGER TO END NEGOTIATION WITH HALFF & ASSOCIATES AND NEGOTIATE FEE AND EXECUTE CONTRACT WITH MELDEN & HUNT ENGINEERS FOR PROFESSIONAL ENGINEERING SERVICES FOR JONES BOX PARK IMPROVEMENTS (ENGINEERING)

Juan Guerra, City Manager, introduced the item and recommended approval.

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

Comm. Medina asked staff why Halff & Associates did not want to meet the contract stipulations. Juan Guerra, City Manager, stated the City has one standard contract for all engineering projects to ensure the city is covered and the properties are the city's not the engineers'. He stated Halff & Associates refused to sign the City's contract and use their own contract. Therefore, staff was recommending Melden & Hunt Engineers.

The motion was put to a vote and it carried unanimously.

C) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL COOPERATION AGREEMENT WITH HIDALGO COUNTY LIBRARY SYSTEM (HCLS) FOR LIBRARY SERVICES. (LIBRARY)

Juan Guerra, City Manager, introduced the item and recommended approval.

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

ITEM 7 **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, INCLUDING ITEMS 3-6**

None.

ITEM 8 RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN CLOSED SESSION

None.

ITEM 9 ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Maldonado seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:26 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 18th DAY OF APRIL, 2016 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

April 20, 2016

Mr. Sergio Contreras
Executive Director
Pharr Economic Development Corporation
1215 S. Cage Blvd.
Pharr, TX 78577

Dear Mr. Contreras:

The Port of Brownsville is celebrating its 80th anniversary with a free, family friendly event from 10 a.m. to 4 p.m. Saturday, May 14, 2016. Port staff, tenants and partners are collaborating to present a meaningful event to the region by inviting area residents to tour the port and enjoy a variety of activities and exhibits along the ship channel, including boat tours of the port.

As part of that effort, we are reaching out to ask your support this event by donating the use of the City of Pharr's two trolleys to help transport individuals from the parking areas to the event site. We are expecting a crowd of 3,000 to 5,000 visitors, and we are having difficulty securing transportation. The Port of Brownsville will reimburse the city for the drivers' time and include the Pharr EDC as an in-kind sponsor of the event.

If you have any questions, I may be reached at (956) 838-7004 or pgonzales@portofbrownsville.com. We appreciate your consideration of this request.

Sincerely,



Patty Gonzales
Communications Director



MEMORANDUM

DATE: September 30, 2015

TO: Juan G. Guerra, City Manager

FROM: Roy Garcia, Public Works Director



SUBJECT: City of Alamo Request

ITEM:

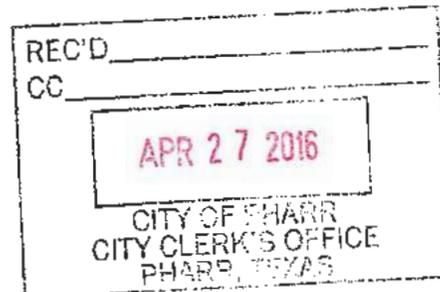
Consideration and action, if any, on City of Alamo's request for utilizing electrical boxes resource from the Public Works Department.

FINANCIAL CONSIDERATION:

No fees applicable.

STAFF RECOMMENDATION:

Recommendation to approve request as submitted. No scheduled event for Pharr on requested dates.



Diana Martinez
Mayor
Amelia V. Gallegos
Mayor Pro-Tem
Maria Del Pilar Garza
Commissioner
Pete Morales
Commissioner
Robert De La Garza
Commissioner
Luciano Ozuna, Jr.
City Manager



April 22, 2016

City of Pharr
Attn: Mr. Juan Guerra
118 S. Cage Blvd.
Pharr, Texas 78577

Dear Mr. Guerra:

The City of Alamo is working on our 4th Annual Watermelon Festival and for the past several years, we have received assistance from the City of San Juan Parks & Recreation Department on borrowing 4 electrical junction boxes for the event.

This year San Juan has changed their event to coincide with our festival we are not able to utilize their electrical junction boxes for our festival. Therefore, we would like to see if your city is able to assist us in the matter.

The City of Alamo is respectfully requesting your assistance with the use of 4 City of Pharr electrical junctions boxes for our 4th Annual Watermelon Festival. Be assured our staff will be diligent in the safe guard of these boxes during pick-up, usage and delivery back to your city staff. The Alamo Parks & Recreation staff would like to pick up the junction boxes on Wednesday, May 18th and will return them on Monday, May 23rd.

If you have any questions or concerns regarding this request, please do not hesitate to contact me at 956-787-0006 ex. 123 or my staff Arnold Robles at 956-787-6699.

Thank you.

Sincerely,

Luciano Ozuna Jr.
City Manager



MEMORANDUM

DATE: April 27, 2016

TO: Juan G Guerra, City Manager
FROM: Ruben Villescas, Police Chief

SUBJECT:

Request for Consideration and Action On Request from the Rio Grande Valley Literacy Center for Assistance in Providing (2) Police Officers for their Annual Boots and Bling Fundraiser held at La Placita Event Center on May 5, 2016

ISSUE

The Rio Grande Valley Literacy Center for Assistance in Providing (2) Police Officers for their Annual Boots and Bling Fundraiser held at La Placita Event Center on May 5, 2016 between the hours of 7:00 p.m. and 11:00 p.m. The Center representatives advise that this past year they have services 800 citizens of Pharr, Texas. The local center here in Pharr is located at the 1000 West Gore.

FINANCIAL CONSIDERATION

The total of 8 hours at a rate of approximately \$40.00 would be \$320.00 in overtime expense

ALTERNATIVE

Not assigning officers on this assignment and requiring the organization to employ a security company.

STAFF RECOMMENDATION

I recommend that we assist the Rio Grande Valley Literacy Center in their request for police officers.

REC'D	
CC	
APR 28 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	

April 20, 2016

Dear Chief Ruben Villegas,

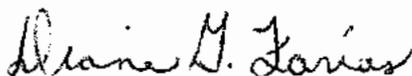
Thank You for your support of the Rio Grande Valley Literacy Center. Since our inception, your ongoing support has helped us to continue to provide basic adult education in the City of Pharr.

As part of our efforts each year, we host an annual event to raise awareness and much needed funds for our organization; Boots and Bling, a fun filled country style celebration for all our friends and supporters. This is our 4th annual Boots and Bling event, and as in years past, we would like to host this event in the City of Pharr.

I am writing to request your support in providing security for this event. The Event will take place on Thursday, May 5, 2016, from 7:00 p.m.-11:00 p.m. at the La Placita Event Center, 113 S. Cage, Blvd.

Thank You for your attention in this matter, and your investment in adult education for the citizens of Pharr.

Respectfully yours,



Diana Garza-Farias
Board President
Rio Grande Valley Literacy Center

874 7264
diana.farias068@gmail.com



RECEIVED
APR 28 2016

CITY MANAGERS OFFICE



MEMORANDUM

DATE: April 27, 2016

TO: Juan G. Guerra, City Manager

FROM: Roel Garza, Director of Parks and Recreation

A handwritten signature in blue ink, appearing to be "R.G.", is written over the "FROM:" line.

SUBJECT: Request from P-SJ-A Early College High School for the usage of the Tierra del Sol Golf Course-Waive Green Fees for tournament

ISSUE

The organization, P-SJ-A Early College High School is requesting to use the Tierra del Sol Golf Course to host their 2nd Annual P-SJ-A ECHS Bear Scholarship Classic Golf Tournament on May 7, 2016, and for the city to waive the green fees for their event.

FINANCIAL CONSIDERATION

This organization would like their tournament green fees to be waived. 60 players are committed thus far totaling to be waived is \$1,560.

STAFF RECOMMENDATION

Approve as submitted or discuss with city commission.

Thank You



April 25, 2016

Juan Guerra, City Manager
City of Pharr
118 South Cage Blvd.
Pharr, Texas 78577

Re: Use of Facilities

Dear Mr. Guerra:

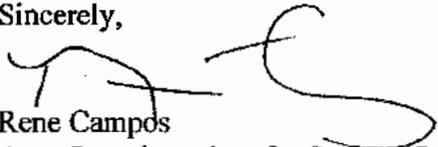
The Pharr-San Juan-Alamo Early College High School is requesting the use of the Tierra Del Sol Golf Course on Saturday, May 7, 2016 to host the **2nd Annual PSJA ECHS Bear Scholarship Classic Golf Tournament**.

All proceeds from the tournament will be for student scholarships. The scholarships will be instrumental in celebrating and recognizing the achievement of our students. We greatly appreciate your help in making a difference in PSJA ISD and for being our partner in education.

Also, we would like to extend an invitation to you and your staff to participate in the tournament. We remain hopeful that PSJA will be able to use the golf course for this year's tournament.

If you have any questions or need additional information, please call me at (956) 354-2053. I am looking forward to hearing from you soon.

Sincerely,



Rene Campos
Asst. Superintendent for Support Services

Enclosures

START COLLEGE NOW! COMPLETE EARLY! GO FAR!

601 E. Kelly St., Pharr, TX 78577 P: (956) 354-3001 F: (956) 354-3001 www.psjaisd.us

It is the policy of Pharr-San Juan-Alamo ISD not to discriminate on the basis of sex, disability, race, color, religion, national origin or age.



PSJA Early College High School

Pharr-San Juan-Alamo ISD
Alejandro Elias, Principal

Dear Partner in Education:

On Saturday, May 7, 2016, PSJA Early College High School will hold the **2nd Annual PSJA EC HS Bear Scholarship Classic Golf Tournament** at Tierra Del Sol Golf Course in Pharr, Texas 78577. At this time, we are reaching out to you and your business and/or organization as one of our event sponsors. All proceeds of this tournament will be for student scholarships. The scholarships will be instrumental in celebrating and recognizing the achievement of our students. Your kind sponsorship is greatly appreciated and we thank you for being our partner in education. We are offering the following sponsorship levels:

Platinum Crown Title Sponsor- \$2500

Includes two 3-Man Team Registration
Banner Recognition
Signs & Printed Material
Newspaper and Media Recognition
A Crystal Plaque

Gold Crown Sponsor- \$2000

Includes 3-Man Team Registration
Banner Recognition
Printed Material
A Recognition Plaque

Silver Crown Sponsor- \$1500

Includes 3-Man Team Registration
Banner Recognition
A Recognition Plaque

Bronze Crown Sponsor- \$1000

Includes 3-Man Team Registration
A Recognition Plaque

Friend of PSJA EC HIGH \$250 (Hole Sponsor)

A Certificate of Appreciation

The format of the tournament will be 18 holes, 3 player teams (\$400 per team), Team Mulligans, Tiger Woods Shot, Phil Mickelson Shot will be available. Each team registration includes the cart fees, food, and a goody bag. The tournament payout will be for 1st, 2nd, 3rd, and 4th place as well as for the Longest Drive and the Closest-to –the Pin.

Again, thank you for your kind tax deductible sponsorship and for helping make this event a tremendous success. Please make all checks payable to **PSJA EC High School Bear Golf Classic**. For information concerning the tournament please contact: Rey Perez at 956-457-1524, Javier Martinez at 956-460-7450, or Alejandro Elias at 956-354-2300.

**2nd
Annual**

PSJA ECHS SCHOLARSHIP GOLF CLASSIC

May 7, 2016

**Shotgun Start 9:00 A.M.
Registration 7:30 A.M. - 8:40 A.M.**



**Tierra Del Sol
Golf Club**

**700 E Hall Acres Rd
Pharr, TX 78577
956.401.4545**

Platinum Crown Title Sponsor- \$2500

Gold Crown Sponsor- \$2000

Silver Crown Sponsor- \$1500

Bronze Crown- \$1000

Friend of PSJA ECHS- \$250

(Hole Sponsor)

**Format
18 Holes**

3-Man Team / \$400

Individual Player / \$150

Mulligans

Tiger Woods Shot

Phil Mickelson Shot



**TITLE
SPONSOR**

**1st-\$600
2nd-\$450
3rd-\$300
4th-\$200
Longest Drive
Closest-To-The-Pin**

Contact Information

**reynaldo.perez@psjaisd.us
Rey Perez- 956-457-1524**

2nd Annual PSJA ECHS SCHOLARSHIP GOLF CLASSIC
 May 7, 2016
 Shotgun Start 9:00 A.M.
 Registration 7:30 A.M. - 8:40 A.M.

Tierra Del Sol Golf Club
 700 E Hall Acres Rd
 Pharr, TX 78577
 956.401.4545

Format
 18 Holes
 3-Man Team / \$400
 Individual Player / \$150
 Mulligans
 Tiger Woods Shot
 Phil Mickelson Shot

Sponsorship Levels:
Platinum Crown Title Sponsor- \$2500
Gold Crown Sponsor- \$2000
Silver Crown Sponsor- \$1500
Bronze Crown- \$1000
Friend of PSJA ECHS- \$250 (Hole Sponsor)

Prizes:
 1st-\$600
 2nd-\$450
 3rd-\$300
 4th-\$200
 Longest Drive
 Closest-To-The-Pin

Contact Information:
 reynaldo.perez@psjalsd.us
 Rey Perez-956-457-1524

Registration and Breakfast 7:30 A.M - 8:40 A.M.

Registration Includes:

- Cart Fees
- Goody Bag
- Food and Beverages

Contact Information:

Rey Perez – (956) 457-1524
 Javier Martinez – (956) 460-7450
 Eddie Tapia – (956) 874-9920
 Alejandro Elias – (956)354-2300



Proceeds for Scholarships

Please make your tax deductible contribution to: PSJA EC High School Bear Classic.

Sponsorship Levels:

Platinum Crown Sponsor- \$2500

Includes two 3-Man Team Registration, Banner Recognition, Signs & Printed Material, Newspaper Advertisement & Media Coverage, and a Crystal Plaque.

Gold Crown Sponsor- \$ 2000

Includes 3-Man Team Registration, Banner Recognition, Printed Material and Recognition Plaque.

Silver Crown Sponsor- \$1500

Includes 3-Man Team Registration, Banner Recognition and Recognition Plaque.

Bronze Crown Sponsor- \$1000

Includes 3-Man Team Registration, Recognition Plaque, and Banner Recognition

Friends of PSJA ECHS (Hole Sponsors) \$250

A Certificate of Appreciation, and Banner Recognition

Player/Team Information:

Sponsor Name:

_____.

Address:

_____.

Phone (Business/Cell):

_____.

E-Mail:

_____.

Player #1 & Handicap:

_____.

Player #2 & Handicap:

_____.

Player #3 & Handicap:

_____.

MEMORANDUM

DATE: April 27, 2016

TO: Juan G. Guerra, City Manager *R.G.* 

FROM: Roel Garza, Director of Parks and Recreation

SUBJECT: Request from P-SJ-A ISD. to use the Tierra del Sol Banquet Room

ISSUE

The organization, Career and Technical Student Organization (CTSO) is requesting the use of the Tierra del Sol Banquet Room on Friday, May 13, 2016 from 5:00 p.m. to 9:00 p.m. to host the annual SkillsUSA Awards Banquet.

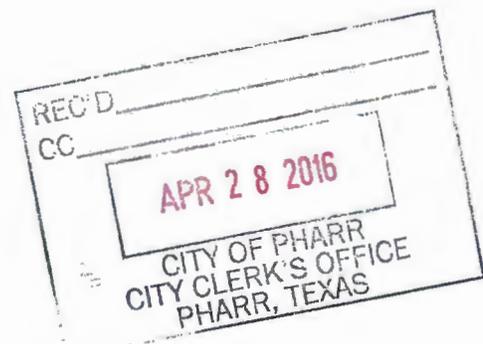
FINANCIAL CONSIDERATION

This organization wishes to use the facility at no cost. The standard non-profit rental rate for the facility is \$1,000.

STAFF RECOMMENDATION

Staff recommends that the City Commission consider this request.

Thank You





April 28, 2016

Juan Guerra, City Manager
City of Pharr
118 South Cage Blvd.
Pharr, Texas 78577

Re: Use of Facilities

Dear Mr. Guerra:

The Pharr-San Juan-Alamo Career and Technical Student Organization (CTSO) is requesting the use of the Tierra Del Sol Banquet Hall on Friday, May 13, 2016 to host the annual SkillsUSA Awards Banquet. The event will take place from 5:00 PM to 9:00 PM. CTSO helps our Career and Technical Education students develop and apply leadership, communication, and technological skills.

We greatly appreciate your help in making a difference in PSJA ISD and for being our partner in education.

If you have any questions or need additional information, please call me at (956) 354-2053. I am looking forward to hearing from you soon.

Sincerely,

Rene Campos
Asst. Superintendent for Support Services

START COLLEGE NOW! COMPLETE EARLY! GO FAR!

MEMORANDUM

DATE: April 22, 2016
TO: Juan G Guerra, City Manager
FROM: Leonardo L Perez, Fire Chief *lp*

OK
lp

SUBJECT: Agenda Request: Consideration and action, if any, for the City to accept a Hazardous Material Trailer from the County of Hidalgo for the Fire Department.

ISSUE

In April 2005. The City of Pharr and the County of Hidalgo entered into an Interlocal Cooperative Agreement in which a trailer was purchased for the Pharr Fire Department through a grant as a regional effort to promote a more effective and efficient regional emergency response program. The period of ownership by the County was supposed to have been for three years and at the end of the three years was supposed to become the property of the City of Pharr.

FINANCIAL CONSIDERATION

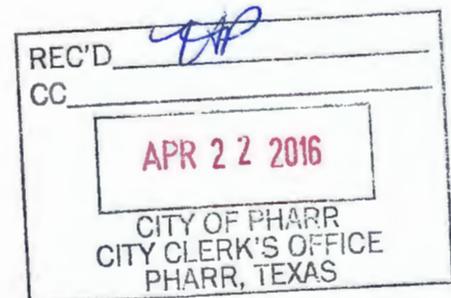
There is no cost to the City to accept this trailer and the trailer is currently on our budget for any necessary maintenance.

STAFF RECOMMENDATION

We recommend approval. This trailer has been greatly utilized at most of our Hazardous Material Emergencies, both locally, regionally, and when our partners in Homeland Security has requested our assistance.

ALTERNATIVES

N/A





Hidalgo County
Office of Emergency Management

100 E. Cano, 2nd Floor
Edinburg, TX 78539

March 21, 2016

City of Pharr
Attention: Mr. Juan Guerra, City Manager
118 S. Cage Blvd.
Pharr, Texas 78577

RE: Interlocal Agreement

Mr. Guerra,

This letter is in reference to an Interlocal Cooperation Agreement the City of Pharr entered into with the County of Hidalgo in April of 2005 in which local emergency response equipment was purchased for the Pharr Fire Department through a grant as a regional effort to promote a more effective and efficient regional emergency response program. The County served as the Regional Coordinator of the purchase and distribution of the equipment utilizing a Texas Engineering Extension Service (TEEX) Homeland Security Grant. The equipment listed as part of the Interlocal "Exhibit A" remained the ownership of the County for a period of three years ending April 28, 2008, and at which time the equipment became the property of the City of Pharr.

The attached "Exhibit A" listing of the regional emergency response equipment, specifically number 124 - Trailer, Asset 54315 has a Texas Certificate of Title which had not been transferred to the City of Pharr. Unfortunately we overlooked process for the title transfer and are providing you with forms needed for completion of the transfer: Application for Texas Title, Texas Motor Vehicle Transfer Notification and the original Texas Certificate of Title. We sincerely apologize for this overlooking this process any inconvenience this may have caused. If you have any questions, please do not hesitate to contact my office at 956-318-2615.

Sincerely,

A handwritten signature in black ink, appearing to read "Ricardo Saldana".

Ricardo Saldana
Emergency Management Coordinator
Hidalgo County

300-001

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.

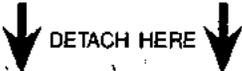
HIDALGO COUNTY
100 E CANO ST
EDINBURG, TX 78539-4582

RECEIVED JUL 07 2005

012090

Edm magnet

HLSG



TEXAS CERTIFICATE OF TITLE



VEHICLE TITLES AND REGISTRATION DIVISION

6966139L

VEHICLE IDENTIFICATION NUMBER
1WC200R3952054315

YEAR/MODEL
2005

MAKE OF VEHICLE
WELL

BODY STYLE
UT

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

29120038530075926 06/29/2005

MODEL

MFG CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

6060

913059

PREVIOUS OWNER

ODOMETER READING

WELLS CARGO, INC WACO TX

OWNER

REMARK(S)

HIDALGO COUNTY
100 EAST CANO
EDINBURG, TX 78539

EXEMPT

[Handwritten signature]

SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN
NONE

1ST LIENHOLDER

1ST LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



Texas Department
of Motor Vehicles

Texas Motor Vehicle Transfer Notification

- ♦ You must submit this form **within 30 days of the vehicle's date of sale** to help protect yourself from liability for criminal or civil acts involving the vehicle and the buyer(s).
- ♦ When you submit this form, the motor vehicle record will be marked to show the vehicle has been sold.
- ♦ The more information you provide about the buyer(s), the more protection you may have from liability for the vehicle.
- ♦ Mail completed form to: **TxDMV Vehicle Titles and Registration Division, PO Box 26417, Austin, TX 78755-0417**

Seller Information - Type or print legibly			
Last Name or Business (as shown on Title) HIDALGO COUNTY		First Name	MI
Address 100 EAST CANO		City EDINBURG	
State / Province TX	ZIP / Postal Code 78539	Phone (956) 318-2626	
Country (if out of U.S.)	E-mail		
Vehicle Information			
Plate Number	Year 2005	Make WELL	Model
Vehicle Identification Number 1WC200R3952054315			
Title Document Number 29120038530075926			
Buyer Information 1 - Provide as much buyer information as possible (up to two buyers may be listed).			
Last Name or Business		First Name	MI Phone
Address	City	State / Province	
ZIP / Postal Code	Country (if out of U.S.)		
Buyer Information 2 - If more than one buyer, provide information on the additional buyer.			
Last Name or Business		First Name	MI Phone
Address	City	State / Province	
ZIP / Postal Code	Country (if out of U.S.)		
Transfer Details		Plates - Car or Light Truck (1 ton or less only)	
Date of Sale:		Did you keep your plates? <input type="checkbox"/> Yes <input type="checkbox"/> No	

By my signature, I am notifying the Texas Department of Motor Vehicles that I sold or gifted the above vehicle, which was legally owned by me. I understand that the department will notate the transfer on the vehicle record, and that under Texas law the vehicle will remain in my name until the new owner transfers the title. State law makes falsifying information on this application a third-degree felony.

Signature of Seller 

Date Signed 3/28/16

Keep a copy of this form for your records.

APPLICATION FOR TEXAS TITLE

TYPE OR PRINT NEATLY IN INK

TAX OFFICE USE ONLY						Standard Presumptive Value	
Tax Collector: _____ County: _____				<input type="checkbox"/> SPV \$ _____		<input type="checkbox"/> Appraisal Value \$ _____	
Date: _____ Transaction Number: _____							
1. Vehicle Identification Number 1WC200R3952054315		2. Year 2005	3. Make WELL	4. Body Style UT	5. Model	6. Major Color	7. Minor Color
8. Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual mileage unless one of the following is checked: <input type="checkbox"/> Exempt <input type="checkbox"/> N- Not Actual Mileage (WARNING-ODOMETER DISCREPANCY) <input type="checkbox"/> X- Mileage Exceeds Mechanical Limits					
11. Empty Weight	12. Carrying Capacity (if any)	13. For corrected title, check reason(s): <input type="checkbox"/> Make <input type="checkbox"/> Body Style <input type="checkbox"/> Model <input type="checkbox"/> Change in Vehicle Description <input type="checkbox"/> VIN <input type="checkbox"/> Year <input type="checkbox"/> Add Lien <input type="checkbox"/> Remove Lien <input type="checkbox"/> Other <input type="checkbox"/> Odometer Reading <input type="checkbox"/> Odometer Brand					
14. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit First Applicant/Owner Photo ID Number _____ or FEIN/EIN _____							
15. ID Type <input type="checkbox"/> U.S. Driver's License/ID Card _____ (State/Territory) <input type="checkbox"/> Passport _____ (Country) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> NATO ID <input type="checkbox"/> Other Military Status of Forces Photo ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> U.S. Department of State ID <input type="checkbox"/> U.S. Department of Homeland Security ID							
16a. Applicant/Owner Legal Name First _____ Middle _____ Last _____ Suffix (if any) _____							
16b. Entity Name					17. Owner County of Residence		
18. Additional Owner Name (if applicable) First _____ Middle _____ Last _____ Suffix (if any) _____							
19. Mailing Address				City	State	Zip	
20. Previous Owner Name/Business Name HIDALGO COUNTY				City EDINBURG	State TX	Dealer GDN (if applicable)	Unit No. (if applicable)
21. Renewal Recipient Name (if different) First _____ Middle _____ Last _____ Suffix (if any) _____							
22. Renewal Mailing Address (if different)				City	State	Zip	
23. Vehicle Location Address (if different)				City	State	Zip	
24. First Lien Date	25. Lienholder Name (first)		26. Certified Lienholder ID No.	27. Electronic Title Request? <input type="checkbox"/> (Cannot check # 28)	28. Additional Lien(s)? <input type="checkbox"/> (Attach Form VTR-267)		
29. Lienholder Mailing Address				City	State	Zip	
30. Check only if applicable: MOTOR VEHICLE TAX STATEMENT <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code, §152.046 (c)). <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002 (c)). GDN or Lessor Number _____							
31. <input type="checkbox"/> Trade-in (if any) Vehicle Identification Number				Year	Make	32. <input type="checkbox"/> Additional Trade-ins?	
33. SALES AND USE TAX COMPUTATION							
<input type="checkbox"/> (a) Sales Price(\$ _____ rebate has been deducted)\$ _____				<input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____			
(b) Less Trade-in Amount, described in Item 31 above \$(_____)				<input type="checkbox"/> \$5 Even Trade Tax _____			
(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 31 above \$(_____)				<input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317 _____			
(d) Taxable Amount (Item a minus Item b or Item c) \$ _____				<input type="checkbox"/> \$65 Rebuilt Salvage Fee _____			
(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ _____				<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____			
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ _____				<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____			
(g) Tax Paid to _____ (STATE) \$ _____				<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____			
(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ _____				<input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title _____ (Contact your county tax assessor-collector for the correct fee.)			
I Hereby Certify That All Statements In This Document Are True And Correct To The Best Of My Knowledge And Belief.							
34.  Signature of Seller, Donor, or Trader				VALDE GUERRA Printed Name (Same as Signature)		3/18/16 Date	
35. _____ Signature of Additional Seller(s), Donor(s), or Trader(s)				_____ Printed Name(s) (Same as Signature(s))		_____ Date	
36. _____ Signature of Applicant/Owner				_____ Printed Name (Same as Signature)		_____ Date	
37. _____ Signature of Additional Owner(s)				_____ Printed Name(s) (Same as Signature(s))		_____ Date	

WARNING: Transportation Code, §501.155, provides that falsifying information on title transfer documents is a third-degree felony offense.

Application for Standard Texas Exempt License Plates

Use this form to apply for standard Texas exempt license plates *if your agency is not a volunteer fire department or emergency ambulance service*. These agencies should submit different forms to obtain exempt license plates:

- Volunteer fire departments should submit Form VTR-62-F
- Emergency ambulance services should submit Form VTR-62-EMS

Complete two pages of this form. For questions regarding this form, contact your local County Tax Assessor-Collector's office.

Mail completed form with any required attachments to your local County Tax Assessor-Collector's office.

Note: A federal tax exemption status or the assignment of a Comptroller I.D. number does not qualify you for exempt license plates.

Type or print only

Exempt vehicle(s) will be operated or leased by the following exempt organization:

Contact First Name _____ Initial _____ Last Name _____

Name of Organization _____ Phone _____

Address _____

City _____ State _____ Zip Code _____ County _____

Statute Number _____ (not required for federal government, state, cities, counties or school districts)
(To be shown for political subdivisions created under Art. 16, §59 of the Texas Constitution.)

Please check the item that applies:

- Changing** from *regular issue* exempt license plates to *standard* Texas exempt license plates.
- Replacing** standard exempt license plates. Enter the *license plate number* being replaced in the table on the next page. *Note:* If the plates being replaced were lost, stolen or mutilated, submit this form *directly* to your local County Tax Assessor-Collector's office. When your new plates arrive, *immediately surrender* any remaining plates (with the exempt license receipt) to your local VTR Regional Office.

STANDARD TEXAS EXEMPT LICENSE PLATES

Exempt agencies are required to file their paperwork through the County Tax Assessor-Collector's office in the county where the exempt agency is located.

NOTICE With a few exceptions, you are entitled to be informed about the information TxDMV collects about you. Texas Government Code, §§552.021, 552.023 and 559.004 further entitle you to receive and review the information on request, and to request the department correct any information about you that is deemed incorrect. Please contact the TxDMV Vehicle Titles and Registration Division at 512/465-7611 for further details.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the 20th day of April, 2005, by and between the **CITY OF PHARR, TEXAS**, hereinafter referred to as the "City," and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as the "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, Texas Engineering Extension Service hereinafter referred to as "TEEX" is the recipient of a U.S. Department of Homeland Security, Office of Domestic Preparedness grant;

WHEREAS, TEEX was tasked with administering grants to local governments including various cities and counties throughout Texas for the purchase of specialized emergency response equipment to enhance the capability of State and local agencies to respond to incidents of terrorism through domestic preparedness;

WHEREAS, TEEX entered into Agreement No. 48215 with County titled Sub-recipient Agreement State Homeland Security Grant Program, hereinafter referred to as the "Sub-recipient Agreement" in an amount not to exceed \$502,744.00;

WHEREAS, the various cities determined it was in their mutual best interest to acquire local Emergency Response Equipment through a regional effort to avoid duplication of equipment in the vicinity and to promote a more effective and efficient regional emergency response program;

WHEREAS, the various cities, including the City of Pharr, determined that the County would best serve as the Regional Coordinator for the purchase and distribution of Emergency Response Equipment and as such, requested that the County serve as the TEEX contact for the ordering, receiving and distribution of all regional Emergency Response Equipment;

WHEREAS, in order to accomplish the goals stated above, various cities including the City of Pharr, contributed a portion of the regional grant funding it received

from TEEEX to the County which became part of the County's overall funding through Subrecipient Agreement No. 48215;

WHEREAS, the County purchased the regional Emergency Response Equipment as specified by the City of Pharr and which is more specifically described in Exhibit "A" and now desires to transfer such equipment to the City through a permanent loan as allowed by TEEEX; and

WHEREAS, the City and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, the City and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The regional Emergency Response Equipment was purchased by the State of Texas through TEEEX and has been delivered to County;
2. County agrees to deliver to the City the regional Emergency Response Equipment described in Exhibit "A" to the City attached hereto so designated on Exhibit "A" as a permanent loan;
3. County agrees to retain ownership of the regional Emergency Response Equipment described in Exhibit "A" and to provide liability insurance for such equipment for a period of three (3) years ending April 30, 2008 at which time the Emergency Response Equipment shall become the property of the City.
4. In order to fulfill the goals of regional effort to emergency response, the parties agree that the Emergency Response Equipment described in Exhibit "A" attached hereto, will be made readily available countywide for the purpose of responding to both manmade and natural disasters if requested.
5. City agrees to maintain the Emergency Response Equipment in good working condition upon receipt and through April 30, 2008. City further agrees that should the regional Emergency Response Equipment described in Exhibit "A" require repair or replacement parts, the City shall incur such costs and expenses.
6. City agrees to notify County in writing should any equipment be lost, stolen or otherwise made unusable or unavailable and agrees to provide an annual accounting to the County of the Emergency Response Equipment for the purpose of grant reporting. The City further agrees to incur all expenses related to any yearly maintenance agreements that may be required in order to maintain the Emergency Response Equipment.

with copy to: Jorge Jalomo
Emergency Management Coordinator
PO Box B
Pharr, Texas 78577

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

with copy to : Hidalgo County
Emergency Management Coordinator
100 East Cano, Second Floor
Edinburg, Texas 78539

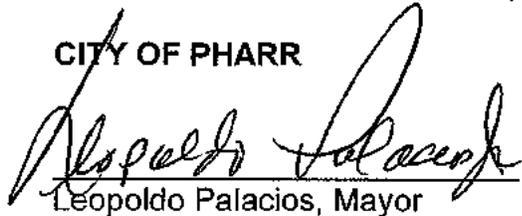
Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

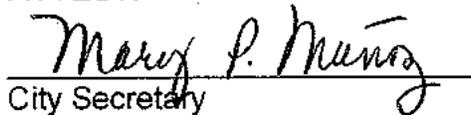
19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF PHARR


 Leopoldo Palacios, Mayor

ATTEST:


 City Secretary

HIDALGO COUNTY


 Ramon Garcia, County Judge

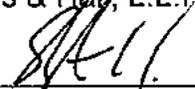
ATTEST:


 J. D. Salinas, County Clerk

Approved by Commissioners' Court
 on 4-26-05 ah

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 
 Stephen L. Crain

PROPERTY PERMANENT LOAN FORM

Original Sub Recipient :

Hidalgo County- City of Pharr

Grant Year Of Item	Inventory Number	Description	Serial Number	Original Sub Recipient Signature Hidalgo County	Permanent Loan Date	Receiving Jurisdiction Signature City of Pharr	Received Assigned Discipline
Pre-2004	006	4.5 50 SCBA 60 Crc Cyl w/csea	Pressure Switch RED0501007056AB Control Module REG0405004553HF Cylinder OP141156	<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	007	4.5 50 SCBA 60 Crc Cyl w/csea	Pressure Switch RED0501007059AB Control Module REG0405004548HF Cylinder OP141155	<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	008	4.5 50 SCBA 60 Crc Cyl w/csea	Pressure Switch RED0501007072AB Control Module REG0405004647HF Cylinder OP141167	<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	009	4.5 50 SCBA 60 Crc Cyl w/csea	Pressure Switch RED0501007078AB Control Module REG0405004569HF Cylinder OP141168	<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	012	6500 Watt Electric Start Generator	1003495	<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	018	Chem Agent Detector Kit	M256A1	<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	024	Civil Defense Tube Set I		<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	024	Civil Defense Tube Set V		<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	024	Draeger CDS Kit	Control No. 6400565S	<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	039	Monitor Radiation Radalert	55299	<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	052	PHD Plus O2/LEL/CO/H2S ALK	29685	<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	060	Radiation Monitor w/probe & Model HP2656, GLE-1	3631, 7814, 1585	<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	064	Simultest ext hose/adap		<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	124	Trailer for Hidalgo County	54315	<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	072	VRS Mstr 10 Gal Fan w/carr case		<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM
Pre-2004	073	Wrless Vantage Pro		<i>[Signature]</i>	6-3-05	<i>[Signature]</i>	HM

"The original sub-recipient maintains financial liability for loss or damage to the equipment assigned to them if the loss or damage results from their, or the party to which the equipment is assigned, negligence, intentional act, or failure to exercise reasonable care to safeguard, maintain, service the item, and follow the grant's disposal procedures. It is the original sub-recipient's responsibility to complete the proper paperwork for the permanent loan."

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT



MEMORANDUM

DATE: May 2, 2016
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer



SUBJECT: Agenda Request: Consideration and action, if any, on request to advertise for FY 2015-2016 Asphalt Oil Material for Public Works Paving Projects.

ISSUE

Public Work requires asphalt oil on paving projects that they are currently working on.

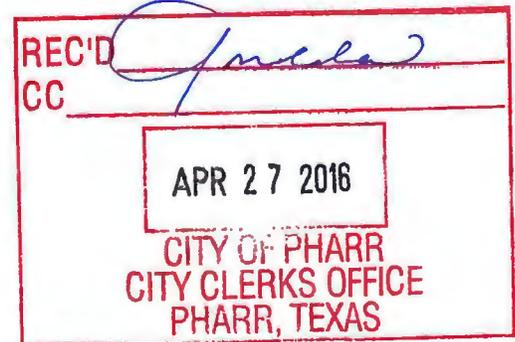
FINANCIAL CONSIDERATION

Estimated total construction cost is \$80,000.

STAFF RECOMMENDATION

Staff recommends to advertise for bids.

ALTERNATIVES





MEMORANDUM

DATE: May 2, 2016
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

(Handwritten initials)

SUBJECT: Agenda Request: Consideration and action, if any, on request to advertise for Asphalt and Oil materials for Marigold Lane and Larkspurs Lane.

ISSUE

Public Utility replaced water lines along Marigold and Larkspurs Lanes, as a result the streets are in need of resurfacing. Public Works will perform the work.

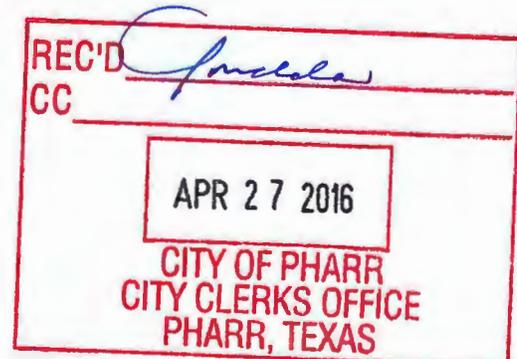
FINANCIAL CONSIDERATION

Estimated total construction cost is \$50,000.

STAFF RECOMMENDATION

Staff recommends to advertise for bids.

ALTERNATIVES





 Pharr City Limit
 Pharr ETJ
 City of Pharr, Texas
 Engineering Department
 956.402.4242

Scale: 1 inch = 200 feet





MEMORANDUM

DATE: May 2, 2016
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

OK
EW

SUBJECT: Agenda Request: Consideration and action, if any, on request to advertise for Downtown Lighting Project – US Business 83 to Polk Ave.

ISSUE

Lumatec was issued the contract for installation and materials in March 2015 through buy board. Due the changes as requested by TxDOT, Lumatec requested additional fee which was over the 25% of the contract amount. The city has paid all materials. Therefore, City Manager recommended to advertise for this project.

FINANCIAL CONSIDERATION

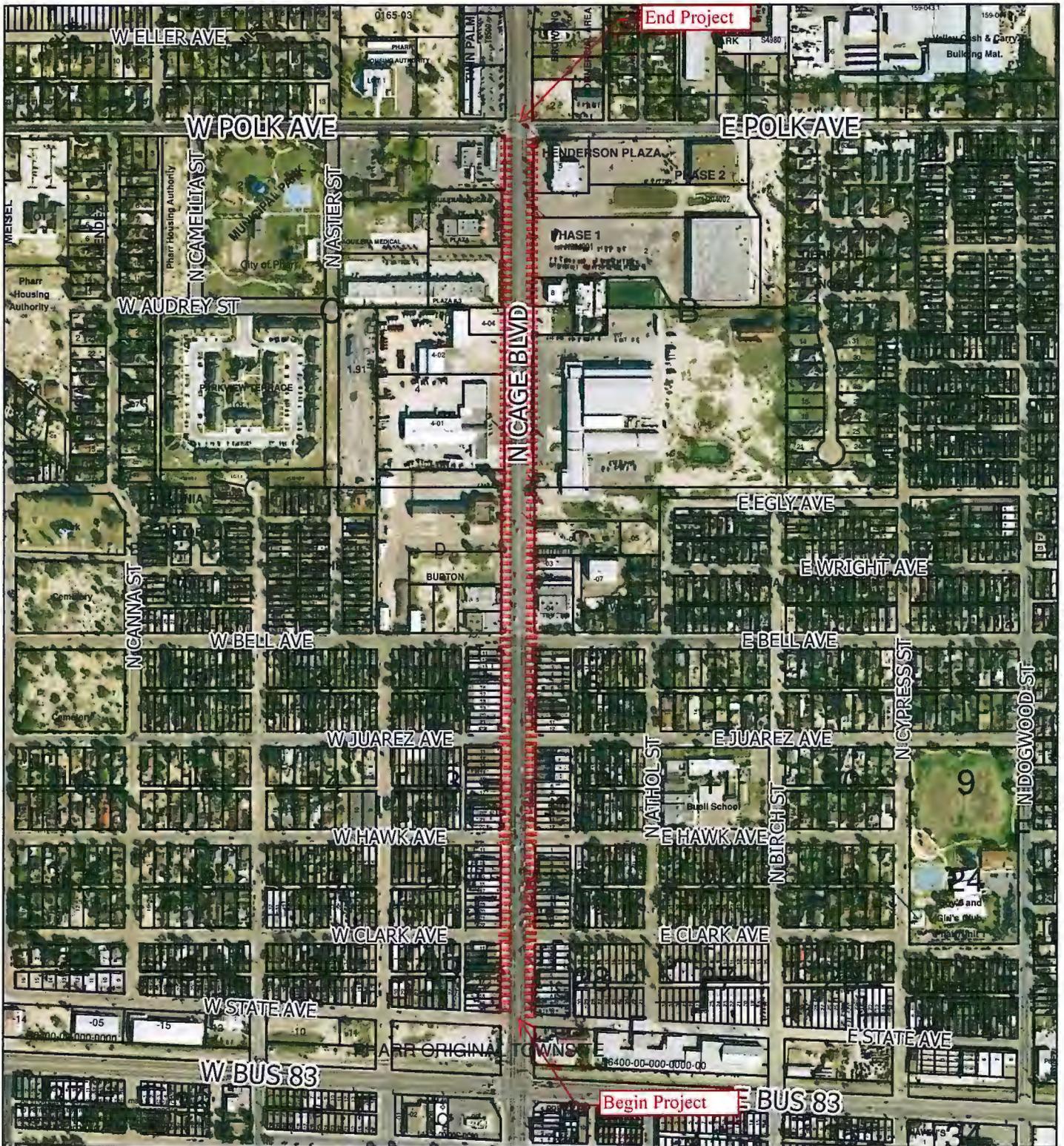
Estimated total construction cost \$250,000.

STAFF RECOMMENDATION

Staff recommends to advertise for bids.

ALTERNATIVES

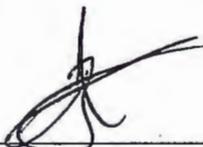
REC'D	
CC	
APR 27 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



MEMORANDUM

DATE: April 25, 2016
TO: Juan G Guerra, City Manager
FROM: Luis Bazan, Bridge Director

OTC



SUBJECT: Asociacion de Agentes Aduanales de Reynosa "Guayabera" Sponsorship

ISSUE

On April 25, 2016, the Bridge Board approved the Asociacion de Agentes Aduanales de Reynosa "Guayabera" Sponsorship.

FINANCIAL CONSIDERATION

Total cost is \$ 2,968.75 dlrs for 50 Guayabera (\$950.00 pesos per guayabera comes out to \$47,500 pesos; at a peso rate of \$16 the total in dollars is \$2,968.75, but might fluctuate due to pesos rate changing constantly).

STAFF RECOMMENDATION

I recommend that the Pharr International Bridge department be authorized to Sponsor the "Guayabera" for the Asociacion de Agentes Aduanales de Reynosa.

REC'D *[Signature]*
CC

APR 27 2016
CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS



REYNOSA

**ASOCIACION DE AGENTES ADUANALES
DE REYNOSA, A.C.**

“Una Asociación con Visión”

Cd. Reynosa, Tamps., a 10 de Marzo de 2016.

Luis Bazan.
Director del Puente Internacional.
Pharr International Bridge
9900 S. Cage, Pharr, Texas 78577
Presente.

Asunto: Se solicita Patrocinio

Estimado Sr. Bazán:

Por este conducto y dando seguimiento a nuestra plática en días pasados en la cual solicitamos al Puente Internacional de Pharr se adhiera a nuestros Patrocinadores Oficiales para la compra de Guayaberas que serán utilizadas en el Congreso de Puerto Vallarta, Jalisco., del 13 al 17 de Julio del Presente año., informo a Usted lo siguiente:

El precio unitario de la Guayabera 100% Lino, es de \$950.00 cada una (Novecientos cincuenta pesos 00/100 m.n.), por lo tanto para la compra de 30 Guayaberas será por un gran total de \$28,500.00 (Veintiocho mil quinientos pesos 00/100 m.n.), las cuales si Ustedes lo aprueban llevarían el logotipo del Puente Internacional de Pharr y el de nuestra Asociación.

Esperando vemos favorecidos con nuestra petición, me es grato quedar a sus apreciables órdenes.

Atentamente,

L.V.A. José Manuel Guerra Cantú
Presidente.

MEMORANDUM

DATE: April 25, 2016
TO: Juan G Guerra, City Manager
FROM: Luis Bazan, Bridge Director

[Handwritten signature]
[Handwritten initials: JGG]

**SUBJECT: Border Trade Alliance (BTA) Bronze Plus Level
Sponsorship/Membership for \$2,500**

ISSUE

On April 20, 2016, the Bridge Board approved the Border Trade Alliance (BTA) Bronze Plus Level Sponsorship/Membership.

FINANCIAL CONSIDERATION

Total cost is \$2,500.

STAFF RECOMMENDATION

I recommend that the Pharr International Bridge department be authorized to pledge Bronze Plus Level Sponsorship-Border Trade Alliance (BTA) Membership. The Pharr International Bridge has been a member of the BTA for the past 12 years. .

REC'D *[Signature]*
CC
APR 27 2016
CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS

Border Trade Alliance
 5805 Callaghan Rd., Ste. 202
 San Antonio, TX 78228

Invoice

DATE	INVOICE #
4/1/2016	3604-I

BILL TO
Mr. Luis A. Bazar Pharr-Reynosa International Bridge 9900 S. Cage Pharr, TX 78577

DUE DATE
4/1/2016

DESCRIPTION	QTY	RATE	AMOUNT
Pledge Bronze Plus Level Sponsorship - Border Trade Alliance Membership 04/01/2016 - 03/31/2017	1	2,500.00	2,500.00
		Total	\$2,500.00
		Payments/Credits	\$0.00
		Balance Due	\$2,500.00



MEMORANDUM

DATE: April 11, 2016
TO: Juan Guerra, City Manager
FROM: Sergio Contreras, PEDC II Executive Director

SUBJECT: Public Hearing Notice- Texas Enterprise Zone Designation

ISSUE

Public Hearing Notice for Ordinance approving Texas Enterprise Zone Designation for Evergreen Cold Storage LLC.

FINANCIAL CONSIDERATION

Non-monetary in nature. Ordinance requires the Hearing Process.

STAFF RECOMMENDATION

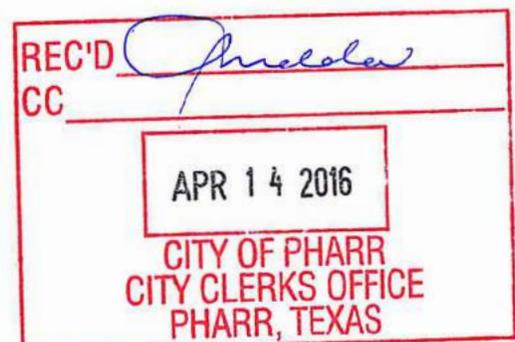
Staff recommends approval.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU



The Advance News Journal
April 6, 2016

LEGAL NOTICE

PUBLIC HEARING NOTICE

You are hereby notified that the City of Pharr, Hidalgo County, Texas will hold three public hearings as required by State Law. The purpose of the meetings is to discuss the designation of Evergreen Cold Storage LLC as a Texas Enterprise Zone Project. All interested citizens are urged to attend said hearings and present their views and suggestions at the following public hearings. Persons desiring to speak during the public hearings shall sign in with the City Clerk prior to the scheduled public hearing.

First Hearing: April 18, 2016 at 5:00 p.m. at City Hall, Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

Second Hearing: May 2, 2016 at 5:00 p.m. at City Hall, Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

Third Hearing: May 16, 2016 at 5:00 p.m. at City Hall, Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

WITNESS MY HAND THIS the 6th day of April, 2016.

CITY OF PHARR

Hilda Pedraza, TRMC City Clerk

Posted: April 6, 2016

(Published in the Advance News Journal on April 6, April 20 & May 4, 2016)

ORDINANCE NO. O-2016-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PHARR, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING EVERGREEN COLD STORAGE LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS AN ENTERPRISE PROJECT (PROJECT)

WHEREAS, the City Council of the City of Pharr, Texas (City) desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity is located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, **EVERGREEN COLD STORAGE LLC** has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that **EVERGREEN COLD STORAGE LLC** meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, a public hearing to consider this ordinance was held by the City Council on **DATE**;

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

SECTION 1: The City nominates **EVERGREEN COLD STORAGE LLC** for enterprise project status *(or double jumbo enterprise project status or triple jumbo enterprise project status, if applicable)*.

SECTION 2: The following local incentives, at the election of the governing body, are or will be made available to the nominated project or activity of the qualified business *[list and summarize applicable incentives, including any of the incentives listed below]*:

- a) The City may abate taxes on the increase in value of real property improvements and eligible personal property that locate in a designated enterprise zone. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of **CITY OF PHARR** Tax Abatement Policy, and with qualified employee being defined by the Act.
- b) The City may provide regulatory relief to businesses, including:
 - 1) zoning changes or variances;
 - 2) exemptions from unnecessary building code requirements, impact fees, or inspection fees; or
 - 3) streamlined permitting.
- c) The City may provide enhanced municipal services to businesses, including:
 - 1) improved police and fire protection;
 - 2) institution of community crime prevention programs; or
 - 3) special public transportation routes or reduced fares.
- d) The City may provide improvements in community facilities, including:
 - 1) capital improvements in water and sewer facilities;
 - 2) road repair; or
 - 3) creation or improvement of parks.
- e) The City may provide improvements to housing, including:
 - 1) low-interest loans for housing rehabilitation, improvement, or new construction; or
 - 2) transfer of abandoned housing to individuals or community groups.
- f) The City may provide business and industrial development services, including:
 - 1) low-interest loans for business;
 - 2) use of surplus school buildings or other underutilized publicly owned facilities as small business incubators;
 - 3) provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
 - 4) creation of special one-stop permitting and problem resolution centers or ombudsmen; or
 - 5) promotion and marketing services.

g) The City may provide job training and employment services to businesses, including:

- 1) retraining programs;
- 2) literacy and employment skills programs;
- 3) vocational education; or
- 4) customized job training.

SECTION 3: The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

SECTION 4: The City of **CITY OF PHARR** City Council directs and designates its **Economic Development Corporation (PEDC II)** as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

SECTION 5: The City finds that **EVERGREEN COLD STORAGE LLC** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- a) **EVERGREEN COLD STORAGE LLC** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone in the governing body's jurisdiction and at least twenty-five percent (25%) of the business' new employees will be residents of an Enterprise Zone or economically disadvantaged individuals; and
- b) **EVERGREEN COLD STORAGE LLC** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and
- c) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- d) The designation of **EVERGREEN COLD STORAGE LLC** as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

SECTION 6: The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate on **DATE** (*not less than one year, or more than five (5) years after the date of designation*).

SECTION 7: This ordinance shall take effect from and after its passage as the law and charter in such case provides.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on the first reading on this the ____ day of _____, 2016.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on the second reading on this the ____ day of _____, 2016.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on the third and final reading on this the ___ day of _____, 2016.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



MEMORANDUM

DATE: MONDAY, APRIL 18, 2016

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES 

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: AMENDING O-96-35; Chapter 62, "Health and Sanitation", Article VI, and adding "Smoking Regulations" to the Code of Ordinances of the City of Pharr.

ISSUE

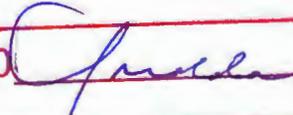
To amend O-96-35; Chapter 62, "Health and Sanitation", Article VI, and adding "Smoking Regulations" to the Code of Ordinances of the City of Pharr.

FINANCIAL CONSIDERATION

There will be no cost to amend the ordinance.

STAFF RECOMMENDATION

Staff recommends approval to amend O-96-35; Chapter 62, "Health and Sanitation", Article VI, and adding "Smoking Regulations" to the Code of Ordinances of the City of Pharr.

REC'D	
CC	
APR 15 2016	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	

ORDINANCE O-2016-_____

AN ORDINANCE AMENDING ORDINANCE NO. O-96-35; CHAPTER 62, "HEALTH AND SANITATION", ARTICLE VI, SMOKING IN CITY FACILITES, AND ADDING "SMOKING REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF PHARR IN ORDER TO PROVIDE REGULATIONS PROHIBITING SMOKING OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING MATERIALS IN CERTAIN ENCLOSED AND NON-ENCLOSED AREAS WITHIN THE CITY LIMITS; PROHIBITING SMOKING ON CITY PREMISES AND OTHER PROPERTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR A PENALTY; PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City Commission of the City of Pharr finds that smoking tobacco products creates nuisances, poses health risks, and causes fires; and

WHEREAS, the U.S. Surgeon General's report has stated that there is no safe level of second hand smoke, and second hand smoke is a known cause of lung cancer, heart disease, low birth-weight births, chronic lung ailments (such as bronchitis and asthma) other health risks and premature death in children and adults who do not smoke; and

WHEREAS, the U.S. Surgeon General's report has stated that despite significant progress since the first Surgeon General's report, issued over 50 years ago (1964), smoking remains the single largest cause of preventable disease and death in the United States; and

WHEREAS, the U.S. Surgeon General's report states that involuntary exposure to secondhand smoke remains a serious public health hazard that can be prevented by making homes, workplaces, and public places completely smoke-free; and

WHEREAS, the City Commission finds that nicotine is addictive and that the use of nicotine-containing electronic cigarettes can lead to some respiratory changes and dangers similar to those occurring through the use of traditional tobacco products; and

WHEREAS, the City Commission finds that liquid nicotine is often distributed in flavors, such as cherry, chocolate and vanilla, that are designed to appeal to young people and thereby creates a path for non-smokers to become addicted to smoking, which can lead to the further spread of nuisances and health risks from smoking; and

WHEREAS, on April 25, 2014, the U.S. Food and Drug Administration proposed regulating electronic cigarettes as tobacco products, due to the presence of tobacco-derived nicotine therein and the dangers posed thereby, with said regulations to be at 21 CFR Parts 1100, 1140 and 1143, published at <http://federalregister.gov/a/2014-09491>.

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

SECTION 1. Article VI, "Smoking Regulations," of Chapter 62 "Health and Sanitation" of the Code of Ordinances of the City of Pharr, Texas shall be read as follows:

ARTICLE VI, SMOKING REGULATIONS

DIVISION 1. GENERALLY

Sec. 62-181. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bar means an establishment to which has more than fifty (50) percent of its annual gross sales are from alcoholic beverages.

Business means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making or non-profit purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

Cigar Lounge means an establishment that derives more than fifty (50) percent of its quarterly gross revenue from the sale of cigars for consumption of the premises by customers. A cigar lounge does not allow individuals under the age of 18 to enter the premises, and does not have a permit or license to sell alcoholic beverages, but may serve food and non-alcoholic beverages for consumption on the premises by customers.

Director means the Director of Development Services or the director's designated representative.

Electronic Smoking Device means an electronic, mechanical heating element or battery operated device that delivers nicotine or other substances for inhalation. This term shall include every variation and type of such devices whether they are manufactured, distributed, marketed or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, and electronic pipe, an electronic hookah or any other product name or descriptor. The term does not include a prescription medical device unrelated to the cessation of smoking.

Employee means any person who is employed by any employer in the consideration for direct or indirect monetary wages or profit.

Employer means any person, partnership, corporation, including a municipal corporation, or non-profit entity, which employs the services of one or more individual persons.

Enclosed or Enclosed Area means all space between a floor and ceiling, that is bounded on at least two sides by walls, doorways or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent and whether or not containing openings of any kind. A parking garage shall be considered an enclosed area whether or not it is enclosed on at least two sides.

Food Establishment means any operation engaged in the preparation of food, which gives food or offers food for sale to the public, guests or employees.

Hookah Bar means an establishment with a permit or license to sell alcoholic beverages pursuant to the Texas Alcoholic Beverage Code and: (a) generates 60 percent or more of its quarterly gross revenue from the sale of alcoholic beverages for consumption on the premises by customers; (b) generates 30 percent or more of its quarterly gross revenue from the sale of shisha (not any other tobacco products); and (c) does not allow individuals under the age of 21 to enter the premises.

Park means the outdoor areas of land dedicated and used as parkland, or city-owned land used for a park or recreational purpose including, but not limited to, city-owned athletic fields, nature preserves, golf courses and swimming pools.

Place of Employment means any area under the control of a public or private employer which employees may frequent during the course of employment, including but not limited to, private offices, work area, employee lounges and restrooms, conference and class rooms, employee cafeterias, hallways, enclosed portions of construction sites, temporary offices and vehicles. A private residence is not a "place of employment" unless it is used as a childcare, adult day care or health care facility.

Playground means any park or recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds or on City grounds.

Public means ordinary people in general; the community, open to or shared by all the people of an area.

Public Event means an event which is open to and may be attended by the general public, including but not limited to, such events as concerts, fairs, farmers' markets, festivals, parades, performances and other exhibitions, regardless of any fee or age requirement.

Public Place means any enclosed area to which the public is invited or in which the public is permitted or is a place of employment and includes but is not limited to: bars; retail stores; grocery stores; offices; professional, commercial or financial establishments; public and private institutions of education; food establishments; health care facilities; nursing and convalescent homes; residential treatment facilities; child care facilities; laundromats, buildings owned or occupied by political subdivisions; public transportation facilities and vehicles; reception areas; theaters and waiting rooms. For the purpose of this section, a "public place" does not include a private residence.

Retail Electronic Smoking Device Store means any commercial establishment that derives at least fifty-one (51) percent of its annual gross receipts from the sale of electronic smoking devices and accessories.

Retail Tobacco Store means any commercial establishment that derives at least fifty-one

(51) percent of its annual gross receipts from the sale of tobacco and tobacco accessories.

Shisha means flavored tobacco smoked in a hookah, usually mixed with molasses or honey and often fruit pulp or dried fruits.

Smoke means the gases, particles or vapors released into the air as a result of combustion, electrical ignition or vaporization, including from an electronic smoking device, when the purpose of the combustion, electrical ignition or vaporization is human inhalation of the gases, particles or vapors. Smoke does not mean the combustion of material solely for olfactory purposes that does not contain any tobacco or nicotine.

Smoking and "smokes" means engaging in an act that generates smoke, such as possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, a lighted cigarette or an operating electric smoking device.

Tobacco means any tobacco, cigarette, cigar, pipe, weed or plant which may be utilized for smoking, chewing, inhalation or other means of ingestion or absorption.

Sec. 62-182. Smoking prohibited in certain enclosed public places and outdoor facilities.

A) It is an offense for anyone to smoke in any enclosed public place, except as otherwise provided in this article, including, but not limited to the following places:

- 1.) An elevator used or that may be used by the public.
- 2.) Restrooms, lobbies, reception areas, hallways and any other common-use areas in an enclosed public place.
- 3.) Any conference room, meeting room or area opened to the public of any facility owned, operated or managed by the city, except those conference rooms or meeting rooms that are not generally opened to the public and are specifically designated by the mayor for the city as a smoking area.
- 4.) All bars and food establishments, except as otherwise provided in section 62-183, and all retail or service establishments or financial institutions serving the general public, including but not limited to any department store, grocery store, drugstore, clothing store, shoe store, hardware store, bank, savings and loan, laundromat, hair salon or barbershop, all bingo or other type gambling establishments and all indoor sports facilities.
- 5.) An area marked with no smoking sign.
- 6.) Any facility open to the public, including but not limited to an enclosed theater, motion picture theater, library, museum, concert halls, arts or culture facilities, bus terminal, train station, airport and other public transit or transportation facility, including ticket, boarding and waiting areas of any such facility, as well as any means of public transit or transportation, including buses and taxicabs.

- 7.) All rooms in which meetings or hearings are open to the public.
- B) Smoking is hereby prohibited in the following non-enclosed public places: Parks and playgrounds as defined in this Article, and at public events held on property owned or occupied by the City and used for city purposes.
- C) Smoking is prohibited in all enclosed areas that are owned or occupied by the City and used for city purposes, including, but not limited to buildings and vehicles. In addition, the City Manager may designate any non-enclosed areas owned or occupied by the City and used for city purposes as non-smoking.
- D) Notwithstanding any other provision of this section, any owner, operator, manager or other person who controls any establishment, facility or business may declare a portion of or that entire establishment, facility or business including any non-enclosed areas, as non-smoking.
- E) It is an offense, except as otherwise provided in this article, for anyone to smoke:
- 1.) Within 25 feet of any entrance to, exit from, open window or ventilation intake of any enclosed public place, or
 - 2.) Within 25 feet of a sports playing field or any playground, or
 - 3.) In the seating areas of all outdoor arenas, stadiums, amphitheatres or any other outdoor venue at which the public may assemble.
- F) The owner or person in control of an establishment or area described in subsections (A)(4) or (A)(6) may designate an area, but is not required to, so designate any area as a smoking area, except lobbies, waiting rooms or lounges, provided it is compliant with the requirements of section 62-183, except that the designated area may not:
- 1.) Include the entire establishment;
 - 2.) Include cashier areas or over-the-counter service areas or service lines;
 - 3.) Include the viewing area of any theater or motion picture theater;
 - 4.) Be larger than is reasonably necessary in order to accommodate the smoking public; but shall have ashtrays or suitable containers for extinguishing smoking materials.
- G) It is a defense to prosecution under this section if the person was smoking:
- 1.) In a location that is a designated smoking area of a facility or establishment as provided for under this section which is posted as a designated smoking area with appropriate signs;
 - 2.) In a location that is an administrative area or office area of an establishment

described in subsections (A)(4) or (A)(6) of this section;

- 3.) In a retail or service establishment which is a bar or food establishment as permitted by section 62-183;
- 4.) While as a participant in an authorized theatrical performance; or
- 5.) In a situation in which the person is present at an event in which an entire room or hall is used for a social function sponsored by a private entity or individual and seating arrangements are under the control of the sponsor of the function and not of the proprietor or person in charge of the place. However, the sponsor of the social function may designate a non-smoking area.

Sec. 62-183. Smoking in bars and food establishments.

- A) A bar or food establishment may provide separate indoor or enclosed dining areas for smoking patrons.
- B) A bar or food establishment's smoking area must:
 - 1.) Be separated from all non-smoking areas by a continuous wall; have a separate ventilation system; be maintained under negative pressure relative to adjacent areas, and minors shall not be permitted entry;
 - 2.) Be clearly designated by appropriate signs visible to patrons within the dining area indicating that the area is designated as a smoking area; and
 - 3.) Have ashtrays or other suitable containers for extinguishing smoking materials prior to entering a non-smoking area.
- C) All areas of a bar or food establishment affected by this section, to which patrons have general access, including but not limited to, food order areas, food service areas and restrooms, shall be designated non-smoking areas.
- D) It is an offense for anyone to smoke in any area of a bar or food establishment which is designated as a non-smoking area.

Sec. 62-184. Smoking prohibited in places of employment.

Smoking is prohibited in all places of employment and it shall be unlawful for any person to smoke in a place of employment except as otherwise provided in this article.

Sec. 62-185. Exceptions.

- A) Smoking is not prohibited in:
 - 1.) Areas dedicated to individual employees in otherwise enclosed areas of a place of business, such as individual offices. An employer may designate a separate

enclosed areas of a business premise for smoking provided that similar portions of such premise are available to employees as no smoking areas;

- 2.) A retail tobacco store;
 - 3.) Not greater than 25 percent of hotel guest rooms in any hotel facility provided that no smoking rooms must be specifically designated as "no smoking rooms;" or
 - 4.) In a bar where more than 50 percent of gross income is derived from sales of alcoholic beverages;
 - 5.) Private residences, except for residences used as a day care, adult day care or health care facility;
 - 6.) Retail Tobacco Stores and Retail Electronic Smoking Device Stores for sampling of the products sold in such stores, so long as such smoking does not cause smoke or vapor to cross into areas outside of the store where smoking is not allowed;
 - 7.) Those outdoor areas within 25 feet of a door, that is not the main public ingress/egress of an establishment, and that leads only from a designated outdoor smoking area of the establishment to an area where smoking is prohibited. The door must remain closed except when someone is entering or exiting the area.
 - 8.) Golf courses between the tee of the first hole and the end of the green for the final hole. Smoking is prohibited in all other areas of golf facilities, including without limitation putting greens, practice tees and par three courses.
- B) Notwithstanding any other provision of this section, any owner, operator, manager or other person who controls any establishment or business described in this section may declare a portion of, or that entire establishment as non-smoking.
- C) Smoking that is regulated under the Texas Education Code, the Texas Health and Safety Code, the Texas Penal Code or any other state or federal law shall be governed by such other applicable law instead of this Article.

Sec. 62-186. Signage; compliance; enforcement.

- A) In each building or enclosed area housing a place of business or enclosed public place in which this article is applicable, signs shall be posted and maintained by the owner, operator, manager or person or persons in charge. All signs required or permitted by this section shall have bold, capitalized lettering, be not less than one inch in height and, except for signs required under subsection (A)(4) hereof, include the international "No Smoking" symbol (depiction of a burning cigarette enclosed in a red circle with a red bar across it). Such signs shall be replaced or restored as necessary.
- 1.) In premises and locations where no smoking is allowed, required signs shall state "NO SMOKING" and be posted conspicuously visible to anyone entering from any

entrance to and exit from each premise and location.

- 2.) In premises and locations with a smoking area as permitted by subsection 62-182(F):
 - A) Signs stating "SMOKING IN DESIGNATED AREAS ONLY" shall be posted conspicuously visible to anyone entering from any entrance to and exit from each premise and location, and
 - B) Each smoking area shall be clearly designated by a conspicuously visible sign that states "DESIGNATED SMOKING AREA."
 - 3.) Except in premises and locations where section 62-185 apply, "NO SMOKING" signs shall be posted at the entrances to all bathrooms.
 - 4.) In bars where, pursuant to subsection 62-185(4) smoking is permitted throughout the premises, signs stating "SMOKING PERMITTED" shall be posted conspicuously visible to anyone entering from any entrance to and exit from each such premise and location.
- B)** The owner, operator, manager or person or persons in charge of a building or enclosed area housing a place of business or enclosed public place in which this article is applicable shall:
- A) Enforce compliance with this article by requesting compliance from any patrons or employees as applicable who are otherwise violating the provisions of this article. Such enforcement shall include requesting that patrons extinguish any smoking device and requesting the removal of such person from the premises upon refusal to do so.
 - B) Prohibit employees from smoking except in permitted areas by enforcement of employee disciplinary procedures where applicable.
 - C) Remove ashtrays and other smoking accessories from all places where smoking is prohibited.
- C)** It shall be the responsibility of all the above listed persons to carry out such requirements and failure to do so constitutes a violation of this article subject to prosecution in the municipal court or in the case of continued or serious violation of this article subject to injunctive relieve in a court of competent jurisdiction.
- D)** It shall be unlawful for the owner, operator, manager or person in charge of a building, enclosed public place or place of business deny entry of any city employee intending to inspect such facility for compliance with the provisions of this article.
- E)** This article shall be enforced by Development Services, Fire Department and Police Department.

Sec. 62-187. Miscellaneous.

- A) All enclosed facilities owned by the city shall be non-smoking at all times notwithstanding any other provision of this chapter to the contrary.
- B) Nothing in this article shall be interpreted or construed to permit smoking where it is otherwise restricted or prohibited by any applicable law.

Sec. 62-188. Penalty for violation of article.

Any person who violates any of the provisions of this article shall be fined:

- 1.) No more than \$100.00 for the first violation;
- 2.) No more than \$200.00 for a second violation within a one-year period of the first violation; and
- 3.) No more than \$500.00 for every additional violation beyond the second within a one-year period of the first violation.

Sec. 62-189. Interpretation and intent.

In interpreting and applying the provisions of this article, or any amendments thereto, they shall be held to be minimum requirements for the promotion of the public safety, health, convenience, comfort, morals, prosperity and general welfare. It is not intended by this article or any amendment thereto to interfere with or abrogate or annul any easements, covenants or other agreements between parties, or any statute, local ordinance or regulations, except that if this article or any amendment thereto imposes a greater restriction, or higher standard, this article or any amendment thereto shall control.

Sec. 62-190. Conflicting provisions.

Whenever the requirements of this article are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

Sec. 62-191. Effective Date; Publication

The Ordinance shall take effect and be in force 120 days 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.

Sec. 62-192. Repealing Clause.

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

Sec. 62-193. Severability Clause.

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

Sec. 62-194. 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 _____, 2016.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2016.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ___ day of _____, 2016.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



MAYOR
Ambrosio "Amos" Hernández

COMMISSIONERS
Eleazar Guajardo
Roberto "Bobby" Carrillo
Oscar Elizondo, Jr.
Edmund Maldonado, Jr.
Ricardo Medina
Mario Bracamontes

CITY MANAGER
Juan G. Guerra, CPA

Executive Summary Letter

May 02, 2016

Conditional Use Permit **Renewal** for ABC –

Jackie's

Background:

All Square Inc, Represented by Ramiro Armendariz, d/b/a Jackies, 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 3rd renewal for Jackie's.

The property is located at 819 West Ferguson. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC\ABC_JACKIES_R.ARMENDARIZ_2012

MEMORANDUM

DATE: MONDAY, MAY 02, 2016
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS **RENEWAL** FOR ABC
FILE NO. **CUP#120419** (JACKIES)

GENERAL INFORMATION:

APPLICANT: All Square, Inc., represented by Mr. Ramiro Armendariz, d/b/a Jackie's, 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 General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Colonia Santa Barbara, S150' of Lots 5-10, Block 1, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 819 West Ferguson.

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

COMMENTS:

CODE ENFORCEMENT	Recommends approval of the Conditional Use Permit. (See attached memo)
-------------------------	--

FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo)
----------------------	--

POLICE CHIEF:

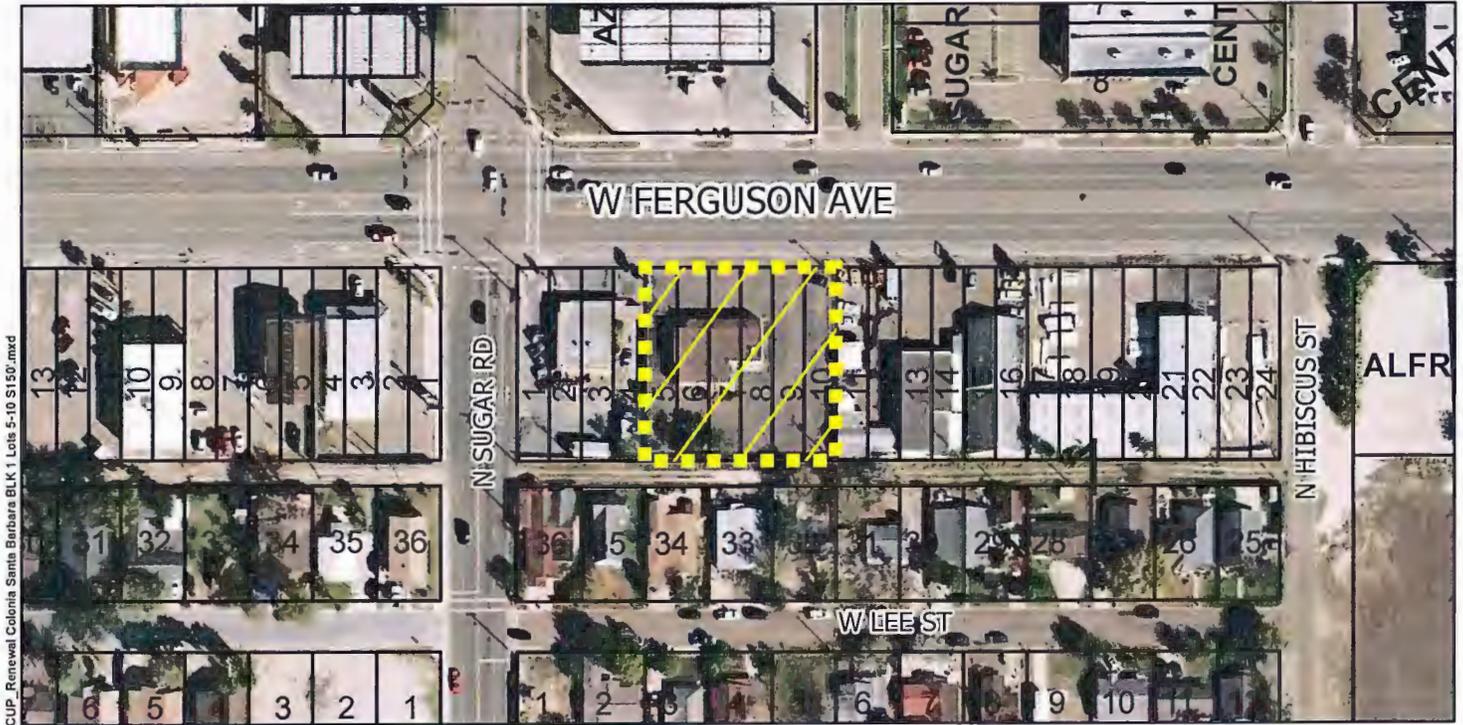
Recommends approval of the Conditional Use Permit. (See attached memo)e

PLANNING DEPT.:

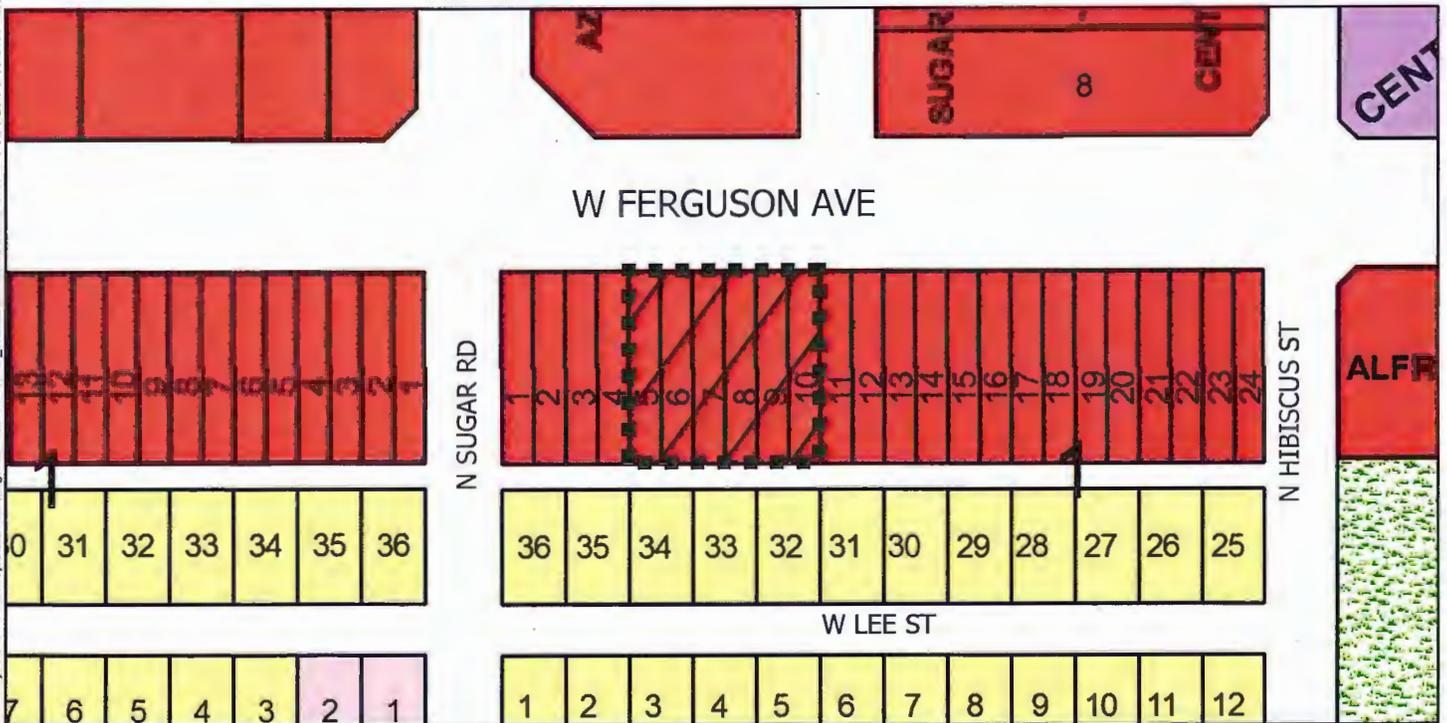
Recommends approval of the Conditional Use Permit. (See attached memo)e

DEVELOPMENT SERVICES STAFF RECOMMENDATIONS:

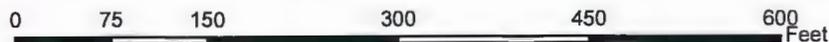
Development Services Staff recommends **approval** of the request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances and City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



G:\City of Pharr\GIS\Projects\1-Planning\CUP_Renewal\Colonia Santa Barbara BLK 1 Lots 5-10 S150'.mxd



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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
COMMUNITY PLANNING & DEVELOPMENT
CERTIFICATE OF OCCUPANCY & CONDITIONAL USE PERMIT
INSPECTION FORM**

3437

OWNER/APPLICANT: Ramiro Amador PHONE: (956) 783-7475
 ADDRESS: 819 W. Ferguson
 TYPE OF BUSINESS: Bar & Grill NAME OF BUSINESS: Jackie's Bar & Grill
 LEGAL: _____ SUBD.: _____

EXISTING BUILDING YES NO
 IF YES, PREVIOUS TYPE OF OCCUPANCY(S) _____
 MIXED OCCUPANCY YES NO
 IF YES, TYPE OF ADJACENT OCCUPANCY(S) _____
 CHANGE OF OCCUPANCY FROM PREVIOUS? YES NO
 IS CHANGE OF WALL ASSEMBLY REQUIRED? YES NO
 IS FIRE PROTECTION REQUIRED? YES NO
 IF SO, WHAT TYPE? _____

BUILDING STATUS/STRUCTURAL:
 1. FLOOR OK _____ SUBSTANDARD
 2. WALLS: - EXTERIOR OK _____ SUBSTANDARD
 - INTERIOR OK _____ SUBSTANDARD
 3. CEILING OK _____ SUBSTANDARD
 4. ROOF OK _____ SUBSTANDARD

MEANS OF EGRESS:
 1. OCCUPANT LOAD (IF APPLICABLE) 75 OK _____ SUBSTANDARD
 2. NUMBER OF EXITS 3 OK _____ SUBSTANDARD
 3. MEANS OF EGRESS LIGHTING OK _____ SUBSTANDARD
 4. EXIT SIGNS OK _____ SUBSTANDARD
 5. DOOR HARDWARE OK _____ SUBSTANDARD

ACCESSIBILITY:
 1. RESTROOMS OK _____ SUBSTANDARD
 2. PATH OF EGRESS OK _____ SUBSTANDARD
 3. RAMPS (HANDRAILS/GUARDS) OK _____ SUBSTANDARD
 4. DOORS OK _____ SUBSTANDARD

ELECTRICAL:
 1. SERVICE ENTRANCE OK _____ SUBSTANDARD
 2. SERVICE EQUIPMENT OK _____ SUBSTANDARD
 3. WIRING SYSTEM OK _____ SUBSTANDARD
 4. LIGHT FIXTURE OK _____ SUBSTANDARD
 5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED) OK _____ SUBSTANDARD

MECHANICAL:
 1. REGISTERS OK _____ SUBSTANDARD
 2. GRILL OK _____ SUBSTANDARD
 3. DRAIN OK _____ SUBSTANDARD
 4. EQUIPMENT OK _____ SUBSTANDARD

PLUMBING:
 1. P. TRAPS OK _____ SUBSTANDARD
 2. VENTS OK _____ SUBSTANDARD
 3. DRAINS OK _____ SUBSTANDARD
 4. PLUMBING FIXTURES OK _____ SUBSTANDARD
 5. WATER SERVICE LINE OK _____ SUBSTANDARD
 6. DISTRIBUTION LINES OK _____ SUBSTANDARD
 7. GREASE TRAP (INTERCEPTOR/SEPARATOR) OK _____ SUBSTANDARD
 8. BACKFLOW PREVENTION OK _____ SUBSTANDARD

WATER HEATER:
 1. LOCATION Storage Area OK _____ SUBSTANDARD
 2. T.P. VALVE & DRAIN OK _____ SUBSTANDARD
 3. SHUT-OFF VALVE OK _____ SUBSTANDARD
 4. VENT OK _____ SUBSTANDARD

GAS SYSTEM OK _____ SUBSTANDARD
PREMISE OK _____ SUBSTANDARD
GARBAGE CONTAINER OK _____ SUBSTANDARD

PASSED

FAILED:

PASSED WITH CONDITIONS:

RE-INSPECT DATE:

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

PREPARED BY: [Signature] DATE: 4/19/16
 RECEIVED BY: [Signature] DATE: 4/19/16

Please note: Owner/Applicant is responsible to contact the City of Pharr Community Planning & Development Dept. at 702-5399 when improvements have been completed. Any permits with regard to this location will remain on hold until full compliance is met.



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

March 14, 2016

JACKIE'S BAR AND GRILL
819 W FERGUSON AVE
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Mar 14, 2016 revealed no violations.

Inspection Note At time of re-inspection building was found to be in reasonable compliance.

8108 MARTIN TORRES
Inspector

MARTHA BARRAZA

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAR 04 2016

BY: _____

To: Melanie Cano, Interim Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 04/08/2016
Re: Conditional use Permit & Late Hours Renewal for ABC – File No. CUP#120419 (Jackie's)

All Square Inc. represented by Mr. Ramiro Armendariz (TDL#13797045), d/b/a Jackie's is requesting a renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

- **Legal Description:** Colonia Santa Barbara, S150' of Lots 5-10, Block 1, Pharr, Hidalgo County, Texas.
- **Physical Address:** 819 W. Ferguson
- **Contact Number:** 956-783-7475

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police



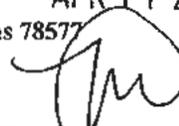
Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

APR 11 2016

Telephone (956)402-4700 • Fax(956)781-9163 • 1900 S. Cage Blvd. • Pharr, Texas 78577

E-mail: ruben.villegas@pd.pharr-tx.gov • www.pharr-tx.gov

BY: 



MEMORANDUM

DATE: MONDAY, MAY 02, 2016
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS RENEWAL FOR ABC
FILE NO. **CUP#120419** (JACKIES)

All Square, Inc., represented by Mr. Ramiro Armendariz, d/b/a Jackie's, 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 General Business District (C). The property is more fully described as follows:

Legal Description: Colonia Santa Barbara, S150' of Lots 5-10, Block 1, Pharr, Hidalgo County, Texas.

Physical Address: 819 West Ferguson.

Planning staff is recommending **approval** of the request for renewal of the Conditional Use Permit and Late Hours Permit provided the site and applicant being in compliance with all City Ordinances and City Department requirements.

MEMORANDUM

DATE: MONDAY, MAY 02, 2016
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT FOR ABC –
FILE NO. **CUP#150957** (HUKAH SPOT)

GENERAL INFORMATION:

APPLICANT: Stephanie B. Palacios, d/b/a Hukah Spot, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lots 9 and 10, Block 1, Amended Plat of Mayfair Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 3914 North Jackson Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the North and South, Medium Density Multi-Family District (R-3) to the East, and Pharr City Limits to the West. The area is generally designated for commercial use in the Land Use Plan

COMMENTS:

CODE ENFORCEMENT	Recommends approval of the Conditional Use Permit. (See attached memo)
-------------------------	--

FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo)
----------------------	--

COMMENTS:

POLICE CHIEF:

Recommends approval of the Conditional Use Permit. (See attached memo)

PLANNING:

Recommends approval of the Conditional Use Permit. (See attached memo)

NOTIFICATION OF PUBLIC:

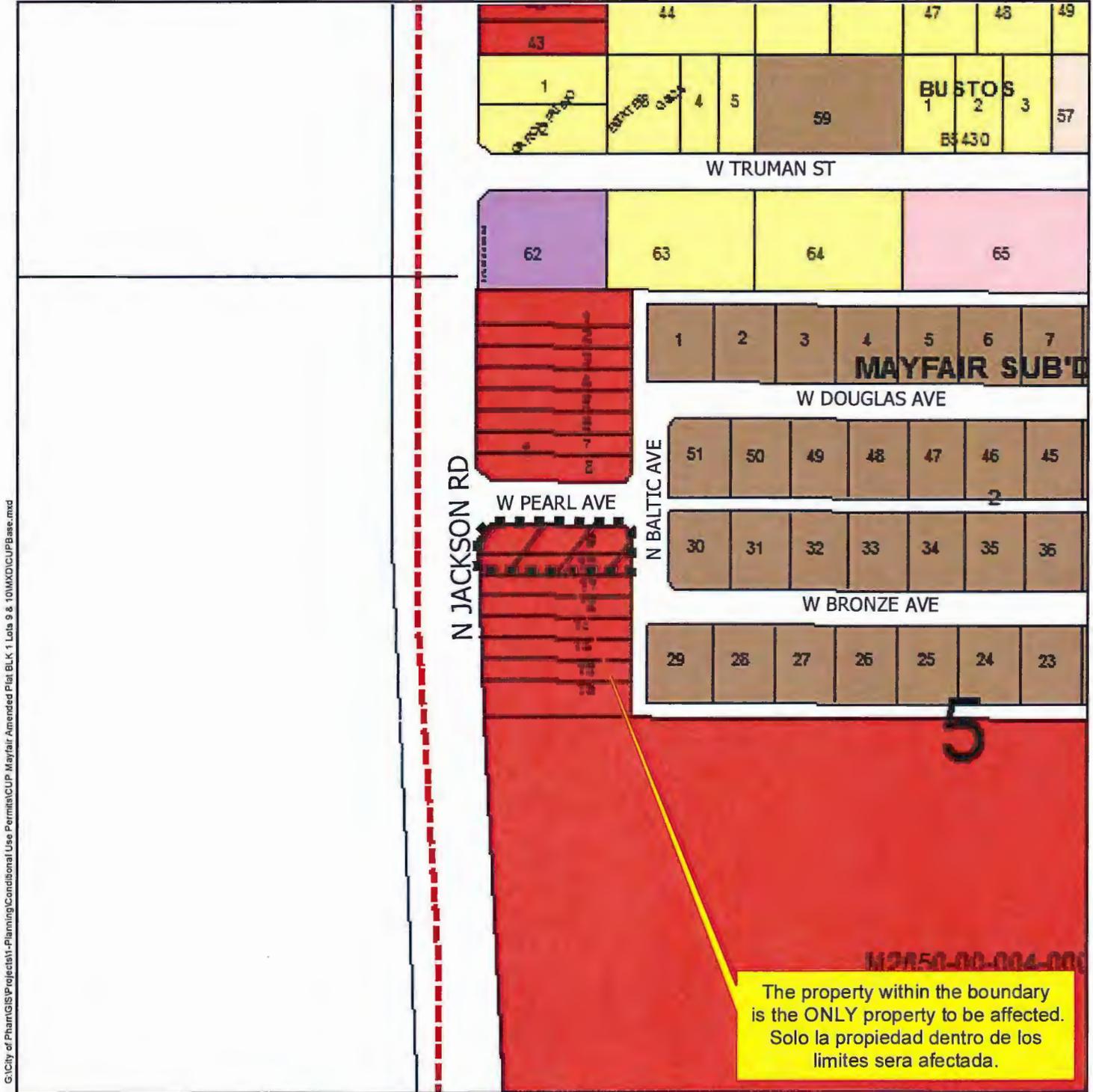
Eighteen (18) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received one person in opposition of the item and one person who signed up to speak at the public hearing.

DEVELOPMENT SERVICES STAFF RECOMMENDATION:

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

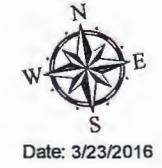
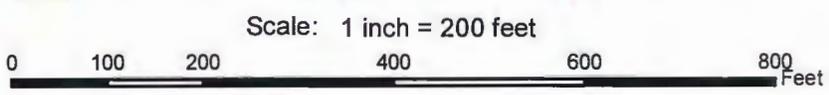
PLANNING & ZONING COMMISSION:

Planning Commission voted unanimously to approve the request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to staff's recommendations.



G:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permits\CUP Mayfair Amended Plat BLK 1 Lots 9 & 10\MXD\CUPBase.mxd

- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 | |



Proposed Conditional Use Permit
 Mayfair Amended Plat BLK 1 Lots 9 & 10
 Hukah Spot / Stephanie B Palacios



G:\City of Pharr\GIS\Projects\Planning\Conditional Use Permits\CUP Mayfair Amended Plat BLK 1 Lots 9 & 10\MXD\CUP\PBare.mxd



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

- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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

Scale: 1 inch = 200 feet



Date: 3/23/2016

**CITY OF PHARR
COMMUNITY PLANNING & DEVELOPMENT
CERTIFICATE OF OCCUPANCY & CONDITIONAL USE PERMIT
INSPECTION FORM**

3521

OWNER/APPLICANT: Stephanie Alacios PHONE: 588-7188
 ADDRESS: 3914 N. Sackson
 TYPE OF BUSINESS: Head Shop Here Vapor NAME OF BUSINESS: Hukah Spot
 LEGAL: lot 9-10 BIKI SUBD.: Mayfair

EXISTING BUILDING YES NO
 IF YES, PREVIOUS TYPE OF OCCUPANCY(S) _____
 MIXED OCCUPANCY YES NO
 IF YES, TYPE OF ADJACENT OCCUPANCY(S) _____
 CHANGE OF OCCUPANCY FROM PREVIOUS? YES NO
 IS CHANGE OF WALL ASSEMBLY REQUIRED? YES NO
 IS FIRE PROTECTION REQUIRED? YES NO
 IF SO, WHAT TYPE? _____

BUILDING STATUS/STRUCTURAL:
 1. FLOOR _____ OK _____ SUBSTANDARD
 2. WALLS: - EXTERIOR _____ OK _____ SUBSTANDARD
 - INTERIOR _____ OK _____ SUBSTANDARD
 3. CEILING _____ OK _____ SUBSTANDARD
 4. ROOF _____ OK _____ SUBSTANDARD

MEANS OF EGRESS:
 1. OCCUPANT LOAD (IF APPLICABLE) N/A OK _____ SUBSTANDARD
 2. NUMBER OF EXITS 2 OK _____ SUBSTANDARD
 3. MEANS OF EGRESS LIGHTING _____ OK _____ SUBSTANDARD
 4. EXIT SIGNS _____ OK _____ SUBSTANDARD
 5. DOOR HARDWARE _____ OK _____ SUBSTANDARD

ACCESSIBILITY:
 1. RESTROOMS _____ OK _____ SUBSTANDARD
 2. PATH OF EGRESS _____ OK _____ SUBSTANDARD
 3. RAMPS (HANDRAILS/GUARDS) _____ OK _____ SUBSTANDARD
 4. DOORS _____ OK _____ SUBSTANDARD

ELECTRICAL:
 1. SERVICE ENTRANCE _____ OK _____ SUBSTANDARD
 2. SERVICE EQUIPMENT _____ OK _____ SUBSTANDARD
 3. WIRING SYSTEM _____ OK _____ SUBSTANDARD
 4. LIGHT FIXTURE _____ OK _____ SUBSTANDARD
 5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED) _____ OK _____ SUBSTANDARD

MECHANICAL:
 1. REGISTERS _____ OK _____ SUBSTANDARD
 2. GRILL _____ OK _____ SUBSTANDARD
 3. DRAIN _____ OK _____ SUBSTANDARD
 4. EQUIPMENT _____ OK _____ SUBSTANDARD

PLUMBING:
 1. P. TRAPS _____ OK _____ SUBSTANDARD
 2. VENTS _____ OK _____ SUBSTANDARD
 3. DRAINS _____ OK _____ SUBSTANDARD
 4. PLUMBING FIXTURES _____ OK _____ SUBSTANDARD
 5. WATER SERVICE LINE _____ OK _____ SUBSTANDARD
 6. DISTRIBUTION LINES _____ OK _____ SUBSTANDARD
 7. GREASE TRAP (INTERCEPTOR/SEPARATOR) N/A OK _____ SUBSTANDARD
 8. BACKFLOW PREVENTION _____ OK _____ SUBSTANDARD

WATER HEATER:
 1. LOCATION _____ OK _____ SUBSTANDARD
 2. T.P. VALVE & DRAIN _____ OK _____ SUBSTANDARD
 3. SHUT-OFF VALVE _____ OK _____ SUBSTANDARD
 4. VENT _____ OK _____ SUBSTANDARD

GAS SYSTEM _____ OK _____ SUBSTANDARD
PREMISE _____ OK _____ SUBSTANDARD
GARBAGE CONTAINER _____ OK _____ SUBSTANDARD

PASSED
FAILED: _____
PASSED WITH CONDITIONS: _____
RE-INSPECT DATE: _____

BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____

PREPARED BY: [Signature] DATE: 3-29-11
 RECEIVED BY: [Signature] DATE: 3-29-11

Please note: Owner/Applicant is responsible to contact the City of Pharr Community Planning & Development Dept. at 702-5399 when improvements have been completed. Any permits with regard to this location will remain on hold until full compliance is met.



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

March 30, 2016

HUKAH SPOT
3914 N JACKSON
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Mar 30, 2016 revealed no violations.

2960 EDUARDO LUGO
Inspector

Ruben Meza

To: Melanie Cano, Interim Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 04/21/2016
Re: Conditional use Permit Renewal for ABC – File No. CUP#160319 (The Hukah Spot)



Stephanie B. Palacios, d/b/a Hukah Spot, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

- **Legal Description:** Being all of Lots 9 & 10, Block 1, Amended Plat of Mayfield Subdivision, Pharr, Hidalgo County, Texas.
- **Physical Address:** 3914 N. Jackson Rd.
- **Contact Number:** 956-588-7188

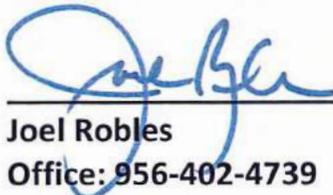
In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police



Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov



MEMORANDUM

DATE: MONDAY, MAY 02, 2016

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

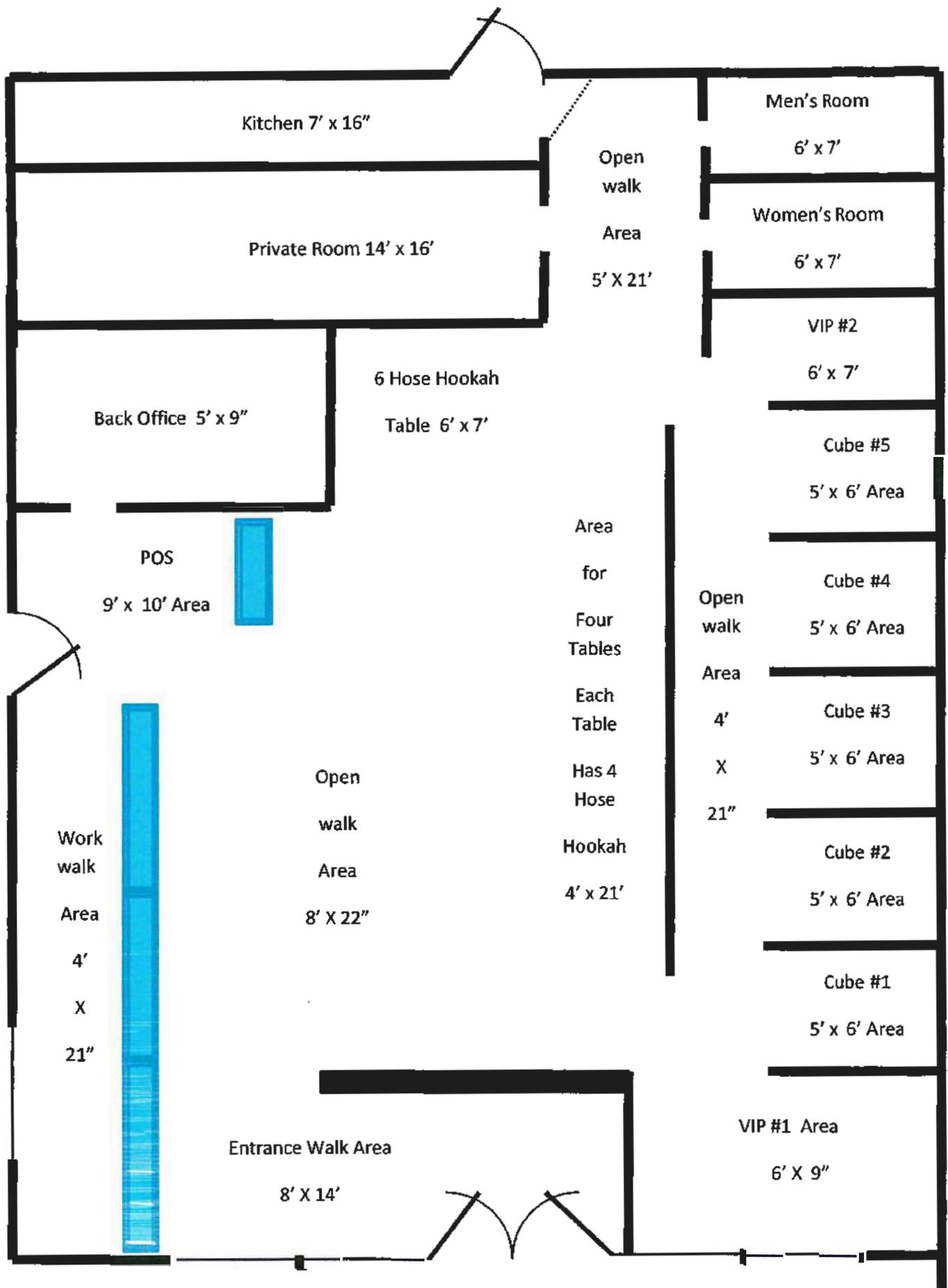
SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT FOR ABC –
FILE NO. **CUP#160319** (HUKAH SPOT)

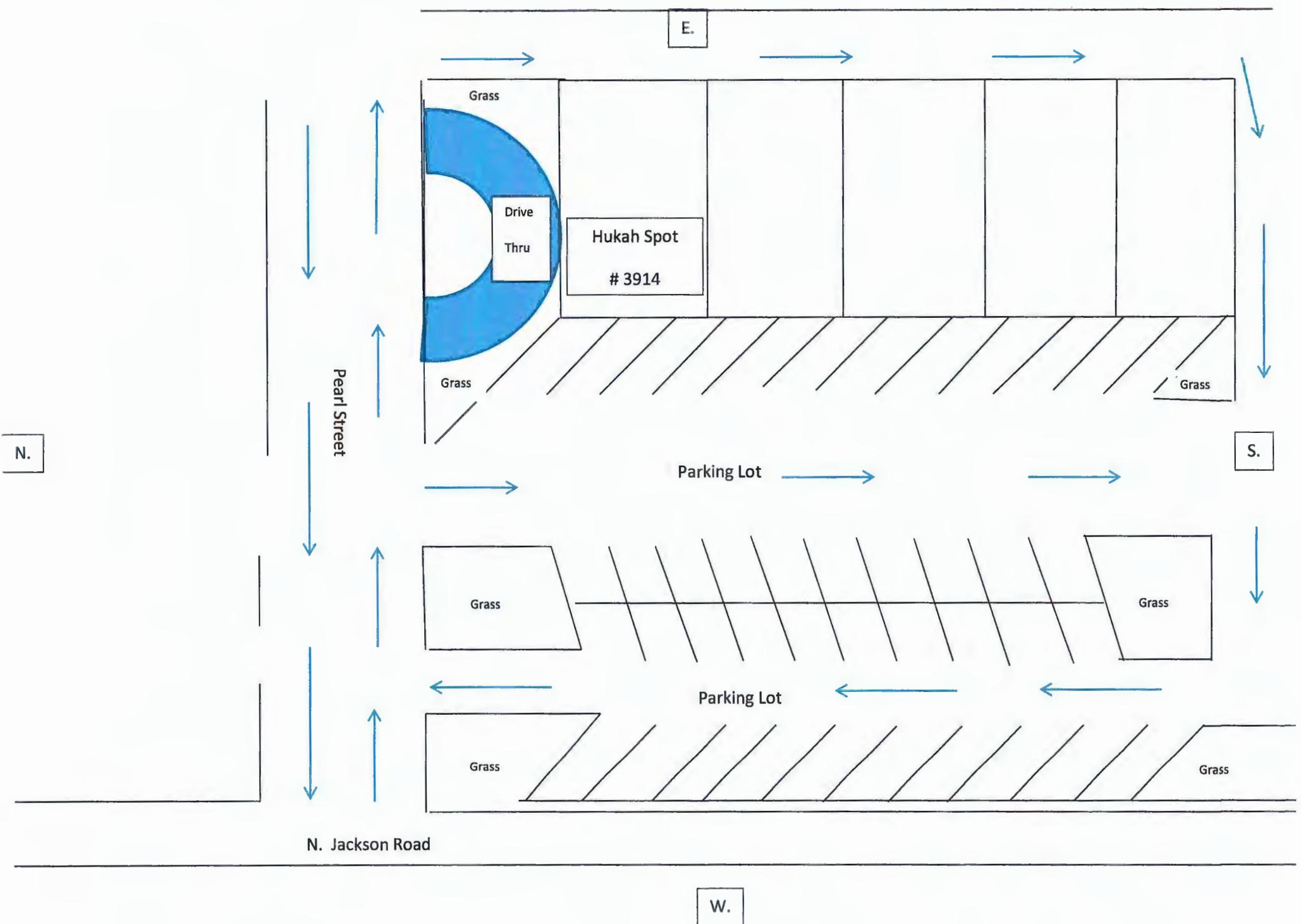
Stephanie B. Palacios, d/b/a Hukah Spot, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) The property is more fully described as follows:

Legal Description: Being all of Lots 9 & 10, Block 1, Amended Plat of Mayfair Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 3914 North Jackson Road.

Planning staff is recommending **approval** of the request for a Conditional Use Permit and Late Hours Permit provided site and applicant being in compliance with all City Ordinances and City Department requirements.







Rick Gamboa

Oct 9, 2015 10:17:43 AM



Rick Gamboa

Oct 9, 2015 10:17:20 AM

MEMORANDUM

DATE: April 25, 2016
TO: Juan G Guerra, City Manager
FROM: Karla Moya, Finance Director

al
ew

**SUBJECT: RESOLUTION AUTHORIZING PARTICIPATION IN THE
TEXPOOL INVESTMENT POOLS AND DESIGNATING
AUTHORIZED REPRESENTATIVES**

ISSUE

Currently the City of Pharr has all its deposits into one Depository Bank Account; Lone Star National Bank and no Portfolio Investments in any other financial institution.

In an effort to follow best practices from the Government Finance Officers Association (GFOA) to diversify our Investment Portfolio, Finance is requesting to enroll in TexPool; an Investment Service in Public Funds that invests conservatively in US government securities, repurchase agreements and AAA-rated money market mutual funds to provide a safe, efficient and liquid investment option.

FINANCIAL CONSIDERATION

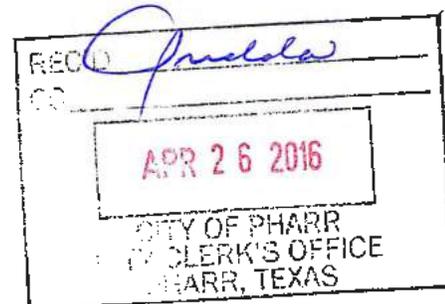
No service fees to City are charged by Institution.

STAFF RECOMMENDATION

To approve resolution to authorize participation in TexPool.

ALTERNATIVES

The City can always choose to purchase securities of the U.S Treasury and U.S Agencies in the secondary market, or to keep the current strategy of maintaining all cash assets in one depository bank.



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PARTICIPATION IN THE TEXPOOL INVESTMENT
POOLS AND DESIGNATING AUTHORIZED REPRESENTATIVES**

WHEREAS, the City of Pharr is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City of Pharr to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

Section A: That City of Pharr shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.

Section B: That the individuals, whose signatures appear in this Resolution, are authorized representatives of the City of Pharr and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Section C: That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Pharr, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

Authorized representatives of the City of Pharr:

1.

Signature

Telephone Number

Printed Name

Fax Number

Title

Email

2.	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email
3.	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email
4.	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email
5.	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2016.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST

Hilda Pedraza, City Clerk

MEMORANDUM

DATE: April 27, 2016
TO: Juan G Guerra, City Manager
FROM: Karla Moya, Finance Director

OK
GMO

**SUBJECT: APPROVAL OF SIGNATURE PUBLIC FUNDING
RESOLUTION**

ISSUE

The City of Pharr Finance Department is requesting to have the Resolution presented by Signature Public Funding approved/passed for Capital Lease funds that were approved at the City Commission meeting held on April 4, 2016.

Please see "SIGNATURE PUBLIC FUNDING RESOLUTION"

FINANCIAL CONSIDERATION

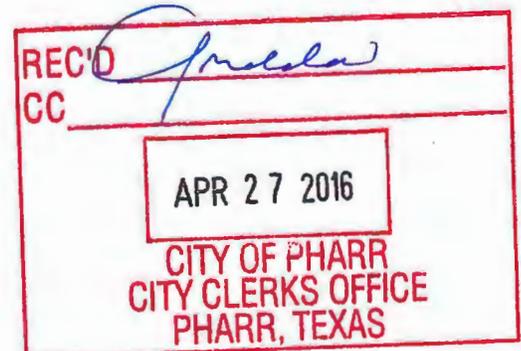
\$1,885,650.00 – Approved / Passed April 4, 2016

STAFF RECOMMENDATION

The approval of Bank Resolution presented by Signature Public Funding so that we may get funded and the process of purchasing equipment may begin.

Please feel free to contact me should the need arise, I am at extension 1907.

THANK YOU



RESOLUTION NO. R-2016-____

RESOLUTION OF THE CITY OF PHARR AUTHORIZING, PURSUANT TO THE (COLLECTIVELY, "AUTHORIZING LAW"), THE INCURRING OF LEASE OBLIGATIONS IN ANY AMOUNT NOT TO EXCEED \$1,885,650.00 TO BE EVIDENCED BY THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND AN EQUIPMENT SCHEDULE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING, AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Pharr (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision of the State of Texas, is authorized by the laws of the State of Texas to purchase, acquire, and lease personal property for the benefit of the Lessee and those it provides services to and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; including without limitation various EMS Equipment and all other equipment Lessee or its Designated Officers may deem necessary and/or desirable (the "Equipment") in an amount not more than \$1,885,650.00, and the Lessee hereby finds and determines that the realistic estimated useful life of the Equipment is at least equal to the term of the Equipment Schedule that the Equipment is a part of; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into a Master Equipment Lease Purchase Agreement dated as of May 6, 2016 (together with the Equipment Schedule dated as of May 6, 2016 and all related exhibits, schedules, and certificates attached thereto, the "Lease Agreement") with Signature Public Funding Corp. (the "Lessor") and one Escrow Agreement (together the Disbursement Request Form and Acceptance Certificate, the "Escrow Agreement", and together with the Lease Agreement, the "Transaction Documents") with the Lessor and SunTrust Bank, as escrow agent, the forms of which have been presented to the Governing Body of the Lessee at this meeting; and

WHEREAS, the Governing Body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Transaction Documents for the purchase, acquisition, and leasing of the Equipment to be therein described on the terms and conditions therein provided.

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

Section 1. Approval of Documents. The Governing Body of the Lessee hereby approves the form, terms and provisions of the Transaction Documents in substantially the forms presented to this meeting and authorizes and directs Juan G. Guerra the City Manager, and Hilda Pedraza, the City Clerk, of the City of Pharr, and such other persons as he/she/they may delegate (the "*Designated Officers*"), and each of them individually, for and in the name of and on behalf of the Lessee, to execute, attested, seal, and deliver the Transaction Documents, and any related Certificate, Exhibits, or other documents attached thereto substantially in such forms as presented herewith, together with such changes, modification, negotiations, insertions, revisions, corrections, or amendments as shall be approved by the officer executing them. The execution of the foregoing by a Designated Officer shall constitute conclusive evidence of such officer's and the Governing Body's approval of any such changes, insertions, revisions, corrections, negotiations, or amendments to the respective forms of agreements presented to this meeting.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Transaction Documents to carry out, give effect to, and consummate the transactions contemplated thereby (including the execution and delivery of Certificates of Acceptance and Disbursement/Payment Requests, Notice and Acknowledgements of Assignments, and any tax certificate and agreement, each with respect to and as contemplated in the Agreement and/or Escrow Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Transaction Documents. The Designated Officers and all other officers and employees of the Lessee are hereby directed and authorized to take and shall take all action necessary or reasonably required in order to select, purchase, and take delivery of the Equipment. All actions heretofore taken by officers, employees, and agents of the Lessee that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

Section 3. No General Liability. Nothing contained in this Resolution, the Transaction Documents, nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Transaction Documents, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, payable from the general and current revenues of the Lessee/except to the extent that the rental payments payable under the Transaction Documents are special limited obligations of the Lessee as provided therein.

Section 4. Appointment of Authorized Lessee Representatives. The Designated Officers are each hereby designated to act as authorized representatives of the Lessee for purposes of the Transaction Documents until such time as the Governing Body of the Lessee shall designate any other or different authorized representative for purposes of the Transaction Documents.

Section 5. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders, and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

Section 7. Qualified Tax Exempt Obligations. The Lessee, and its Governing Body, designate its obligations under the Lease Agreements as "qualified tax exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS THIS 2nd DAY OF May, 2016.

CITY OF PHARR:

Ambrosio "Amos" Hernandez- Mayor

ATTEST:

By: _____
Hilda Pedraza, City Clerk



MEMORANDUM

DATE: April 25, 2016

TO: Juan G. Guerra, City Manager

FROM: Roel Garza, Director of Parks and Recreation *R. G.*

*OK
JWG*

**SUBJECT: Resolution on appointing two new Parks and Recreation
Advisory Board Members**

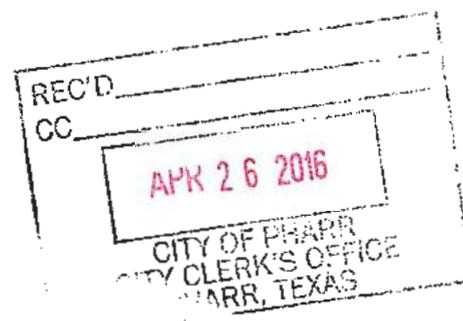
ISSUE

Mr. Romeo Cuellar Jr. and Jesus Lopez have resigned from the Parks and Recreation Advisory Board; therefore, two new board members need to be appointed at this time to fill their unexpired terms.

STAFF RECOMMENDATION

Staff recommends that the City Commission consider this request.

Thank You



4/20/16

Mr. Garza

These letter is to inform the Parks and Recreation of my resignation. I am resigning with deep regret. My reason is because of health issues.

I have enjoy serving in these board for a long time. I hope that my input in the board has had a good benefit for the quality of life for the citizen of Pharr, especially the Youth.

I hope and pray that whoever takes my place with give 100% effort.

These board has really work hard in creating a good quality of life, and I feel it will continue.

May God be with each one in making good decision that will help the citizen of our communities.

I have enjoy all the board members I served with. May God be with all of you with the Board of Pharr Parks and recreation, and the City Commission who had to do with my appointment.

Jesus Lopez

April 20, 2016

Parks and Recreation Advisory Board
City of Pharr
413 E. Clark
Pharr, TX 78577

Dear Mr. Garza

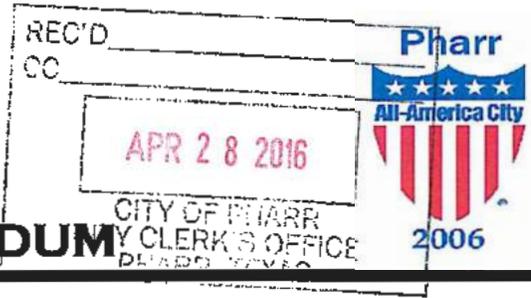
This letter serves as my immediate resignation from duties and responsibilities as a board member with the City of Pharr Parks and Recreation Department.

Should you have any questions, please feel free to contact me at your convenience.

Respectfully,



Romeo Cuellar Jr.



MEMORANDUM

DATE: April 27, 2016
TO: Juan G Guerra, City Manager
FROM: Ruben Villescas, Police Chief

SUBJECT: Request for Resolution Authorizing City of Pharr to submit for FY2015 Operation Stonegarden Funding to the Office of the Governor, Homeland Security Grants Division for the Amount of \$230,000.00 to fund Overtime and (1) Skywatch Tower

ISSUE:

The Pharr Police Department and the Hidalgo County Sheriff's Office have participated in a joint venture involving Operation Stonegarden since 2007. Operation Stonegarden is a grant operated by the Governor's Division of Emergency Management provided to local law enforcement entities for the purchase of specialized equipment and overtime funds for personnel deployments. These funds are provided to law enforcement entities to assist in providing enhanced patrol operations and security measures in and around the Texas / Mexico Border.

This department is applying for \$230,000.00 dollars in FY 2015 Stonegarden Grant allocations. These fund allocations will be spent in two phases. The first phase will consist of \$115,000.00 in overtime funds and and the second phase for \$115,000.00 for purchase of a skywatch tower.

FINANCIAL CONSIDERATION:

There is no match for this grant.

Item	Amount
Overtime and Fringe	\$130,000.00
1 Skywatch Tower	\$130,000.00
Total	\$230,000.00

ALTERNATIVE:

Not Participate on the Operation and not apply for funding.

STAFF RECOMMENDATION:

Based on the foregoing discussion, I hereby recommend that the City Commission approve this item authorizing Mayor Ambrosio "Amos" Hernandez to sign a resolution authorizing FY2015 Stonegarden Funding request.

RESOLUTION NO. R-2016-__

**OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
OPERATION STONEGARDEN GRANT PROGRAM (2015 OPSG APPLICATION)**

WHEREAS, The Pharr Police Department finds it in the best interest of the citizens of city of Pharr that the Operation Stonegarden Grant Program (OPSG-2015) be operated for the fiscal year 04-30-2016 to 11-29-2017;

WHEREAS, the purpose of the Operation Stonegarden Grant Program (OPSG-2015) is to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations, and

WHEREAS, Pharr Police Department agrees to provide if applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grants Division grant application; and

WHEREAS, Pharr Police Department agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grants Division funds, Pharr Police Department assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full.

WHEREAS, Pharr Police Department designates Ruben Villescas, Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Pharr Police Department approves submission of the grant application for the Operation Stonegarden Grant Program (OPSG-2015) to the Office of the Governor, Homeland Security Grants Division.

PASSED AND APPROVED THIS 2ND DAY OF MAY, 2016.

Grant Number:

APPROVED:

Mayor Ambrosio Hernandez

ATTEST:

Hilda Pedraza, City Secretary

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the ___2nd___ day of ___May___, 2016, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the ___2nd___ day of ___May___, 2016, ad.

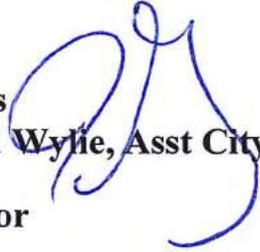
City of Pharr

Hilda Pedraza, City Clerk

MEMORANDUM

DATE: April 25, 2016

TO: Mayor and City Commissioners
CC: Juan Guerra, City Manager; Ed Wylie, Asst City Manager
FROM: David Garza, Utilities Director



SUBJECT: Service Contract to Generate Chlorine Dioxide

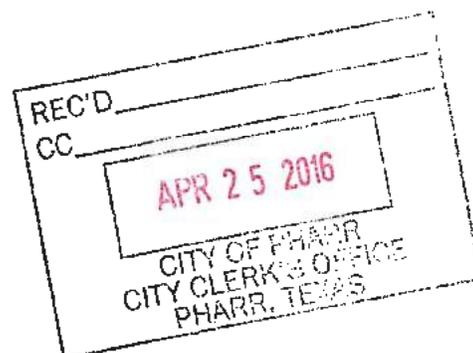
ISSUE: Bids for service contract to generate Chlorine Dioxide. The City received two bids one from International Dioxide Inc., and Evoqua Water Technologies LLC.

FINANCIAL CONSIDERATION: ~\$155,000 yearly

STAFF RECOMMENDATION: Staff is recommending Evoqua Water Technologies who met all the requirements. The lowest bidder did not meet all the spec requirements and sent a letter with exceptions. See attachment.

ALTERNATIVES: Re-bid

THANK YOU





40 Whitecap Drive
North Kingstown, RI 02852
Tel 401-295-8800
Fax: 401-295-7208
www.chlorinedioxide.chemours.com

April 8, 2016

Mr. Juan Guerra
City Manager, City of Pharr
118 South Cage Blvd., 4th Floor
Pharr, TX 78577

Ref: Bid No.: 1516-02-582-0030 – SERVICE CONTRACT TO GENERATE CHLORINE DIOXIDE

Dear Mr. Guerra,

International Dioxide, Inc., a wholly owned subsidiary of **The Chemours Company, FC**, is pleased to submit this bid for the supply and service of equipment and chemicals for the production of chlorine dioxide, to be used by the City of Pharr Water Plant.

For over 60 years, International Dioxide, Inc. (IDI) has been a knowledge-intensive business focused solely on chlorine dioxide technologies with innovative systems and solutions for businesses in the areas of disinfection, deodorization and sanitation. Over the years, IDI has developed the broadest range of chemicals and equipment to meet the chlorine dioxide needs of a variety of customers. As a result, IDI currently represents the leading edge of both technology and service available anywhere in the world.

IDI, as a wholly owned subsidiary of The Chemours Company, is held accountable to the same safety and performance standards that Chemours is recognized for around the world. This ensures that our systems and applications are designed with safety as the number one priority. All delivery system designs undergo HAZOP analysis for safe and proper operation.

IDI holds a substantial number of patents on our products, and new products and technologies are continually under development. Sold both domestically and internationally, IDI counts many "Fortune 500" companies among its long-term customers. IDI is one of the leaders in chlorine dioxide regulatory affairs and is a member of the *American Chemistry Council, Chlorine Dioxide Panel*.

IDI Corporate offices are located in North Kingstown, Rhode Island; located here are our manufacturing and research facilities housed in a 20,000 square ft. building. Research facilities consist of chemical and microbiology laboratories where quality control, research, by-product testing, development and microbiological work are conducted.

Sales and service satellite offices are located throughout the United States and are available to provide our customer base with timely efficient service 24 hours a day.



40 Whitecap Drive
North Kingstown, RI 02852
Tel 401-295-8800
Fax: 401-295-7208
www.chlorinedioxide.chemours.com

International Dioxide, Inc. has entered into a partnership with Wholesale Chemical Company in order to support an additional sales/service presence in the local area. This contract would be an extension of the already close relationship the City of Pharr has with Wholesale Chemical Company. Juan Cortez is the local Wholesale Chemical representative who will be involved in ensuring the continued success of the chlorine dioxide service relationship.

We have reviewed the bid specifications and believe we are well positioned to service all of your chlorine dioxide needs. Although we are able to accommodate the vast majority of the bid requirements, we need to highlight the following exceptions that will be included in our submission:

- The bid price includes all new equipment. No used equipment will be utilized.
- International Dioxide, Inc. can fulfill all service requirements outlined in item 10 of the 'Specifications' with the exception that this be performed on a *monthly* basis. International Dioxide cannot support weekly inspections.
- The City of Pharr will need to provide the amperometric titrator and all necessary reagents in order for the service technician to perform generator effluent analysis as described in item 10c of the 'Specifications'.
- International Dioxide, Inc. can honor an 8 hour emergency response time via telephone and a 24 hour onsite response time, 7 days per week.
- If awarded, International Dioxide, Inc. will require a minimum of 60 days following official contract award to manufacture and install all equipment.
- We ask that the City would provide guidance/assistance during the installation of equipment in an attempt to maximize the use of already existing piping and hardware.

Thank you for allowing us the opportunity to submit this proposal and we look forward to continuing our working relationship with the City of Pharr. Should you have any questions regarding our proposal, we would be happy to address them.

Regards,

A handwritten signature in black ink, appearing to read 'Patrick Osborn', written in a cursive style.

Patrick Osborn
Sales Representative
Chemours – International Dioxide, Inc.
Office: 302-773-2600
Cell: 203-521-5047
Patrick.C.Osborn@chemours.com

BID TABULATION SHEET

OWNER: CITY OF PHARR

PROJECT NAME: SERVICE CONTRACT TO GENERATE CHLORINE DIOXIDE

Bid No. 1516-02-582-0030

DATE: 04/13/16 @ 3:00 PM

	NAME OF COMPANY	DESCRIPTION	UNIT PRICE	TOTAL
1	DuPont Water Technology	Bid Bond ✓	.89 per lb	Alternative NO Bid
2	Evoqua Water Technologies	✓	1.01 per lb	Alternative NO Bid
3				
4				
5				
6				
7				

Signature of Person Opening Bids

STAFF MEMBERS PRESENT

- 1 DAVID GARZA
- 2 Eddie De Leon
- 3 Hilda Pedraza
- 4 Veronica Gutierrez
- 5 _____
- 6 _____
- 7 _____

OTHERS PRESENT

- 1 Lomas Villagomez
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____



MEMORANDUM

DATE: April 27, 2016

TO: Juan Guerra, City Manager

FROM: Sergio Contreras, PEDC II Executive Director

SC

SUBJECT: Revolving line of credit request

ISSUE

The PEDC II is in the need of funding to support economic development programs.

Consideration and action, if any, authorizing PEDC II Executive Director to negotiate loan under the PEDC II for economic development programs.

FINANCIAL CONSIDERATION

Revolving line of credit.

STAFF RECOMMENDATION

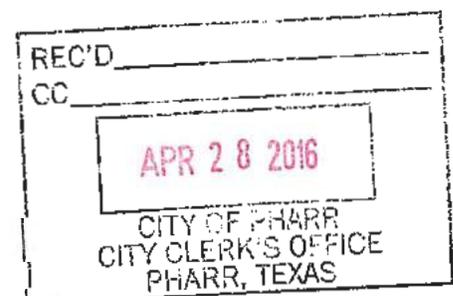
Staff recommends approval to be able to support economic development programs.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU



MEMORANDUM

DATE: April 27, 2016

TO: Juan Guerra, City Manager

FROM: Sergio Contreras, PEDC II Executive Director



SUBJECT: Application for Recognition of Exemption

ISSUE

The PEDC II is not exempt from federal income tax.

Consideration and action, if any, on authorizing Executive Director to submit an Application for Recognition of Exemption under a Section 501 (a) organization.

FINANCIAL CONSIDERATION

Non exempt from federal income tax.

STAFF RECOMMENDATION

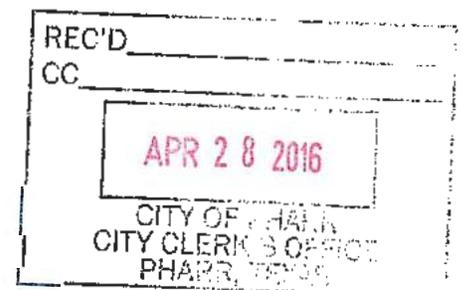
Staff recommends on authorizing Executive Director to submit Application for Recognition of Exemption under a Section 501 (a) organization.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU





MEMORANDUM

DATE: MONDAY, MAY 02, 2016

TO: MAYOR AND CITY COMMISSION

FROM: JUAN GUERRA, CITY MANAGER

THROUGH: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES *MC*

SUBJECT: NEGOTIATIONS TO SELL PROPERTY TO HIDALGO COUNTY DRAINAGE DISTRICT #1 FOR THE HIDALGO COUNTY LINEAR PARK PROJECT.

ISSUE: Consideration and action, if any, for the City Manager to negotiate the sale of the property that is physically described as being a 288,728 square foot or 6.6283 acre tract of land out of Lot 226, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas, for the Hidalgo County Linear Park Project.

FINANCIAL
CONSIDERATION: \$0.00

STAFF
RECOMMENDATION: Staff is recommending approval to negotiate the sale of the property that is physically described as being a 288,728 square feet or 6.6283 acre tract of land out of Lot 226, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. This will include a reverter clause which will state: In the event the Improvements are not completed within 10 years, the Property shall revert to and thereafter become fee simple real estate owned by the City of Pharr.



**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

Date: 4/19/2016

County: Hidalgo
Federal Project No.: N/A

Parcel: 19
Project: Hidalgo County Drainage District No. 1
Fee- simply Right of Way project

City of Pharr
c/o Juan G. Guerra City Manager
118 S. Cage
Pharr, Texas 78577

Dear: Mr. Guerra,

In acquiring property for the Hidalgo County Drainage District # 1 of the County of Hidalgo (the "County") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. It will be explained by the County's negotiator, Mr. Jaime Cruz or Mr. Jaime Salinas that a portion of your property located on South Cage Boulevard, 0.23 of a mile south of West Moore Rd, east side, along the drainage canal as described in the enclosed property description, is to be acquired for the fee ownership for the Drainage Ditch in question.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **\$ 12,262.00** for your property, which includes **\$ 12,262.00** for the property to be purchased and **\$ 0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County to permit owners who convey voluntarily to the County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the County to acquire the real property by eminent domain.

If you wish to accept the offer based upon this appraisal, please contact Mr. Jaime Cruz or Mr. Jaime Salinas as soon as possible, at **(956) 787-1891**, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County/Department within the 30 day time deadline.*

Visit Hidalgo County Drainage District No. 1 on the web at www.co.hidalgo.tx.us

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County of Hidalgo. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's/State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "*Relocation Assistance*" which will inform you of eligibility requirements, payments and services which are available.

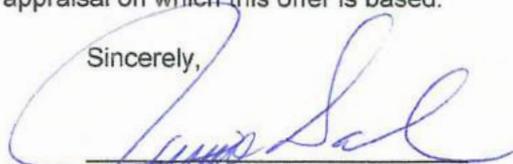
You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the County.

Attached is a copy of the County of Hidalgo/Texas Department of Transportation brochure entitled "*Right of Way Purchase*" which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact Mr. Lupe Rodriguez or Mr. Jaime Salinas at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County/Department, including the appraisal on which this offer is based.

Sincerely,



Mr. Jaime Salinas Pct # 2 Right
of Way Agent

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 19

Being a 288,728 square foot or 6.6283 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 226, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1168, Page 501, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1038, Page 610, of the Deed Records, Hidalgo County, Texas, and being a part of McAllen-Pharr Outfall easement as described in Volume 1727, Page 451, of the Deed Records, Hidalgo County, Texas, said 288,728 square foot or 6.6283 acre tract of land being more particularly described by metes and bounds as follows:

Commencing at the Southwest corner of said Lot 226, Kelly-Pharr Subdivision;

Thence with the West line of said Lot 226, the East line of Lot 227, said Kelly-Pharr Subdivision, North 08°32'07" East a distance of 1,207.21 feet to a 5/8" iron pin (N=16,587,387.5562, E=1,089,166.0716) with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of a Hidalgo County Drainage District No. 1 Right of Way Easement, as described in Volume 1026, Page 221, of the Deed Records, Hidalgo County, Texas, and for the **Point of Beginning** this herein described tract of land;

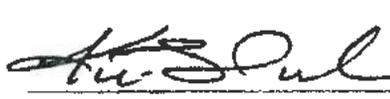
1. **Thence** with the West line of said Lot 226, the East line of said Lot 227, North 08°32'07" East a distance of 112.79 feet to the Southwest corner of Lot 223, said Kelly-Pharr Subdivision, for the Northwest corner of said Lot 226 and of this herein described tract of land;
2. **Thence** with the North line of said Lot 226 and the South line of a called 0.22 of an acre McAllen-Pharr Outfall easement as described in Volume 1026, Page 624, of the Deed Records, Hidalgo County, Texas, South 81°27'53" East a distance of 341.90 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for an exterior corner of this herein described tract of land;
3. **Thence** with the North line of the McAllen-Pharr Outfall Right of Way easement, South 64°01'44" East a distance of 114.35 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for corner;
4. **Thence** North 08°32'07" East a distance of 34.26 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the North line of said Lot 226, Kelly-Pharr Subdivision, for an exterior corner of this herein described tract of land;

5. **Thence** with the North line of said Lot 226, Kelly-Pharr Subdivision, South 81°27'53" East a distance of 209.00 feet to a 1/2" iron pin found for the Southwest corner of a Oxy USA tract of land as described in Document Number 2178565, of the Official Records, Hidalgo County, Texas, and for a corner of this herein described tract of land;
6. **Thence** departing the North line of said Lot 226, Kelly-Pharr Subdivision, South 08°32'07" West a distance of 99.90 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set for corner;
7. **Thence** South 64°01'44" East a distance of 690.55 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East line of said Lot 226, Kelly-Pharr Subdivision, and for a corner of this herein described tract of land;
8. **Thence** with the East line of said Lot 226, Kelly-Pharr Subdivision, South 08°32'07" West a distance of 267.86 feet to a 5/8" iron pin with plastic stamped "R.O.W.S. PROP. COR." set in the North line of a City of Pharr tract of land as described in Document Number 761449, of the Official Records, Hidalgo County, Texas, and for the South corner of this herein described tract o land;
9. **Thence** departing the East line of said Lot 226, with the North line of said City of Pharr tract of land, North 43°05'35" West a distance of 128.84 feet to a 1/2" iron pin found for an interior corner of this herein described tract of land;
10. **Thence** continuing with the North line of said City of Pharr tract of land, North 64°01'44" West a distance of 1,277.69 feet to the **Point of Beginning** and being 288,728 square foot or 6.6283 acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

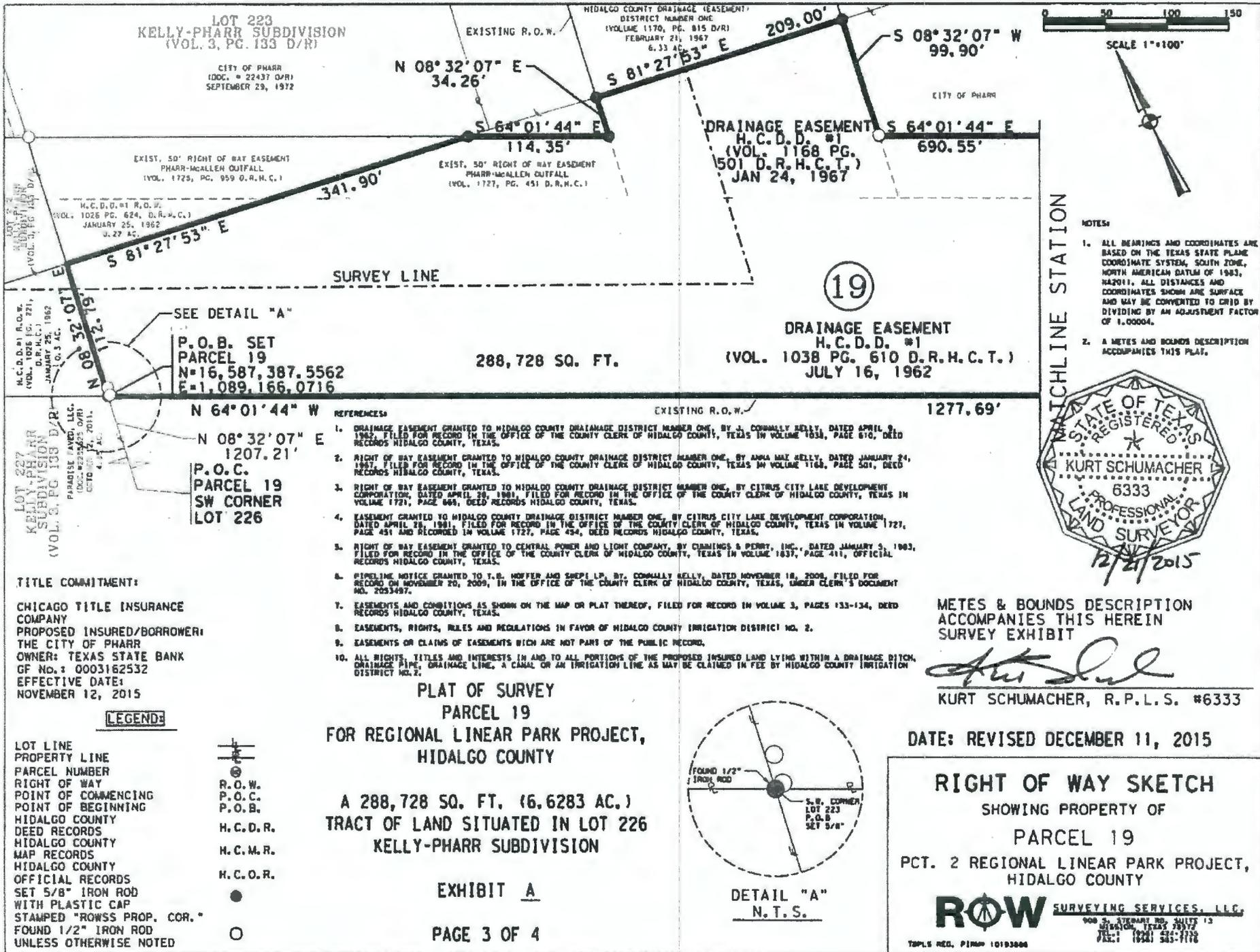
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





- NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD83. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
 2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.



METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

Kurt Schumacher
 KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

RIGHT OF WAY SKETCH
 SHOWING PROPERTY OF
PARCEL 19
 PCT. 2 REGIONAL LINEAR PARK PROJECT,
 HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
 900 S. STEPHEN RD. SUITE 113
 WAXAHACH, TEXAS 75172
 PH: (940) 545-1178

TRPLS REG. P/IMP 10193806

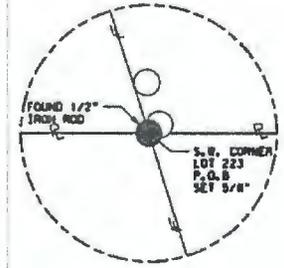
- REFERENCES
1. DRAINAGE EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY J. CONNALLY KELLY, DATED APRIL 9, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1838, PAGE 610, DEED RECORDS HIDALGO COUNTY, TEXAS.
 2. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY ANNA MAE KELLY, DATED JANUARY 24, 1967, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1168, PAGE 501, DEED RECORDS HIDALGO COUNTY, TEXAS.
 3. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY CITRUS CITY LAKE DEVELOPMENT CORPORATION, DATED APRIL 28, 1981, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1727, PAGE 664, DEED RECORDS HIDALGO COUNTY, TEXAS.
 4. EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY CITRUS CITY LAKE DEVELOPMENT CORPORATION, DATED APRIL 28, 1981, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1727, PAGE 451 AND RECORDED IN VOLUME 1727, PAGE 454, DEED RECORDS HIDALGO COUNTY, TEXAS.
 5. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY CUMMINGS & PERRY, INC., DATED JANUARY 3, 1983, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1837, PAGE 411, OFFICIAL RECORDS HIDALGO COUNTY, TEXAS.
 6. PIPELINE NOTICE GRANTED TO T.B. HOFFER AND SHEPLI, LP, BY CONNALLY KELLY, DATED NOVEMBER 18, 2009, FILED FOR RECORD ON NOVEMBER 20, 2009, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 2053497.
 7. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, DEED RECORDS HIDALGO COUNTY, TEXAS.
 8. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
 9. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT PART OF THE PUBLIC RECORD.
 10. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

PLAT OF SURVEY
PARCEL 19
FOR REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

A 288,728 SQ. FT. (6.6283 AC.)
 TRACT OF LAND SITUATED IN LOT 226
 KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 3 OF 4



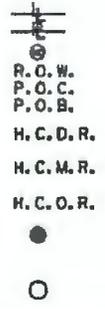
DETAIL "A"
N. T. S.

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
 PROPOSED INSURED/BORROWER:
 THE CITY OF PHARR
 OWNER: TEXAS STATE BANK
 GF No.: 0003162532
 EFFECTIVE DATE:
 NOVEMBER 12, 2015

LEGEND:

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED





MATCHLINE STATION

S 64°01'44" E

LOT 226
KELLY-PHARR SUBDIVISION
(VOL. 3, PG. 133 D/R)

CITY OF PHARR

EXIST. 50' RIGHT OF WAY EASEMENT
PHARR-SCHUMACHER OUTFALL
(VOL. 1777, PG. 431 D.R.H.C.)

S 43°05'35" E
1.51'

690.55'

DRAINAGE EASEMENT
H.C.D.D. #1
(VOL. 1038 PG. 610 D.R.H.C.T.)
JULY 16, 1962

19

288,728 SQ. FT.

N 64°01'44" W

EXISTING R.O.W.
GOLF COURSE
CITY OF PHARR
(DOC. # 161449 D/R)
MARCH 23, 1999

1277.69'

N 43°05'35" W
128.84'

267.86'

S 08°32'07" W

LOT 226
KELLY-PHARR SUBDIVISION
(VOL. 3, PG. 133 D/R)

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD83. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. DRAINAGE EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY J. CONNALLY KELLY, DATED APRIL 9, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1038, PAGE 610, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY ANNA MAE KELLY, DATED JANUARY 24, 1947, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1168, PAGE 561, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY CITRUS CITY LAKE DEVELOPMENT CORPORATION, DATED APRIL 28, 1961, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1721, PAGE 645, DEED RECORDS HIDALGO COUNTY, TEXAS.
4. EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY CITRUS CITY LAKE DEVELOPMENT CORPORATION, DATED APRIL 28, 1961, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1727, PAGE 451 AND RECORDED IN VOLUME 1727, PAGE 454, DEED RECORDS HIDALGO COUNTY, TEXAS.
5. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY CRAWFORD & PERRY, INC., DATED JANUARY 1, 1923, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1837, PAGE 411, OFFICIAL RECORDS HIDALGO COUNTY, TEXAS.
6. PIPELINE NOTICE GRANTED TO T.G. HOFFER AND SUEP L.P. BY CONNALLY KELLY, DATED NOVEMBER 18, 2009, FILED FOR RECORD ON NOVEMBER 20, 2009, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 2053494.
7. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, DEED RECORDS HIDALGO COUNTY, TEXAS.
8. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
9. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT PART OF THE PUBLIC RECORD.
10. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

Kurt Schumacher
KURT SCHUMACHER, R.P.L.S. #6333

PLAT OF SURVEY
PARCEL 19
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

A 288,728 SQ. FT. (6.6283 AC.)
TRACT OF LAND SITUATED IN LOT 226
KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 4 OF 4

TITLE COMMITMENT:
CHICAGO TITLE INSURANCE
COMPANY
PROPOSED INSURED/BORROWER:
THE CITY OF PHARR
OWNER: TEXAS STATE BANK
GF No.: 0003162532
EFFECTIVE DATE:
NOVEMBER 12, 2015

DATE: REVISED DECEMBER 11, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 19
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
100 S. STEWART
MCKINNEY, TEXAS 75069-3113
PHONE: 972.545.1972

TRPLS REG. FIRM 10103006

- LEGEND:**
- LOT LINE
 - PROPERTY LINE
 - PARCEL NUMBER
 - RIGHT OF WAY
 - POINT OF COMMENCING
 - POINT OF BEGINNING
 - HIDALGO COUNTY DEED RECORDS
 - HIDALGO COUNTY MAP RECORDS
 - HIDALGO COUNTY OFFICIAL RECORDS
 - SET 5/8" IRON ROD WITH PLASTIC CAP
 - STAMPED "ROWSS PROP. COR."
 - FOUND 1/2" IRON ROD
 - UNLESS OTHERWISE NOTED

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- H.C.D.R.
- H.C.M.R.
- H.C.O.R.

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.

General Warranty Deed

Parcel No. 19

Date: 4/19/2016

Grantor: City of Pharr

Grantor's Mailing Address:

118 S. Cage
Pharr, Tx 78577

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

902 N. Doolittle Rd.
Edinburg, Tx 78542

Consideration:

The sum of **Twelve Thousand Two Hundred and Sixty Two and no/100 Dollars (\$ 12,262.00)** 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 (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

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, for the Consideration and subject to 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 any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors 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 as to the Exceptions to Conveyance and Warranty.

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

Grantor:

City of Pharr

By: _____

Juan G. Guerra (City Manager)

Corporate Acknowledgment

State of Texas

County of Hidalgo

This instrument was acknowledged before me on _____

By: Juan G. Guerra, City Manager of the City of Pharr, a governmental entity on behalf of said entity.

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

Parcel No. 19

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 19

Being a 288,728 square foot or 6.6283 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 226, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1168, Page 501, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1038, Page 610, of the Deed Records, Hidalgo County, Texas, and being a part of McAllen-Pharr Outfall easement as described in Volume 1727, Page 451, of the Deed Records, Hidalgo County, Texas, said 288,728 square foot or 6.6283 acre tract of land being more particularly described by metes and bounds as follows:

Commencing at the Southwest corner of said Lot 226, Kelly-Pharr Subdivision;

Thence with the West line of said Lot 226, the East line of Lot 227, said Kelly-Pharr Subdivision, North 08°32'07" East a distance of 1,207.21 feet to a 5/8" iron pin (N=16,587,387.5562, E=1,089,166.0716) with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of a Hidalgo County Drainage District No. 1 Right of Way Easement, as described in Volume 1026, Page 221, of the Deed Records, Hidalgo County, Texas, and for the **Point of Beginning** this herein described tract of land;

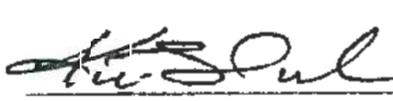
1. **Thence** with the West line of said Lot 226, the East line of said Lot 227, North 08°32'07" East a distance of 112.79 feet to the Southwest corner of Lot 223, said Kelly-Pharr Subdivision, for the Northwest corner of said Lot 226 and of this herein described tract of land;
2. **Thence** with the North line of said Lot 226 and the South line of a called 0.22 of an acre McAllen-Pharr Outfall easement as described in Volume 1026, Page 624, of the Deed Records, Hidalgo County, Texas, South 81°27'53" East a distance of 341.90 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for an exterior corner of this herein described tract of land;
3. **Thence** with the North line of the McAllen-Pharr Outfall Right of Way easement, South 64°01'44" East a distance of 114.35 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for corner;
4. **Thence** North 08°32'07" East a distance of 34.26 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the North line of said Lot 226, Kelly-Pharr Subdivision, for an exterior corner of this herein described tract of land;

5. **Thence** with the North line of said Lot 226, Kelly-Pharr Subdivision, South 81°27'53" East a distance of 209.00 feet to a 1/2" iron pin found for the Southwest corner of a Oxy USA tract of land as described in Document Number 2178565, of the Official Records, Hidalgo County, Texas, and for a corner of this herein described tract of land;
6. **Thence** departing the North line of said Lot 226, Kelly-Pharr Subdivision, South 08°32'07" West a distance of 99.90 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set for corner;
7. **Thence** South 64°01'44" East a distance of 690.55 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East line of said Lot 226, Kelly-Pharr Subdivision, and for a corner of this herein described tract of land;
8. **Thence** with the East line of said Lot 226, Kelly-Pharr Subdivision, South 08°32'07" West a distance of 267.86 feet to a 5/8" iron pin with plastic stamped "R.O.W.S. PROP. COR." set in the North line of a City of Pharr tract of land as described in Document Number 761449, of the Official Records, Hidalgo County, Texas, and for the South corner of this herein described tract o land;
9. **Thence** departing the East line of said Lot 226, with the North line of said City of Pharr tract of land, North 43°05'35" West a distance of 128.84 feet to a 1/2" iron pin found for an interior corner of this herein described tract of land;
10. **Thence** continuing with the North line of said City of Pharr tract of land, North 64°01'44" West a distance of 1,277.69 feet to the **Point of Beginning** and being 288,728 square foot or 6.6283 acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

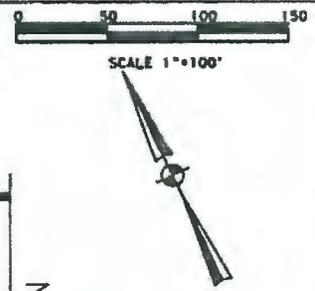
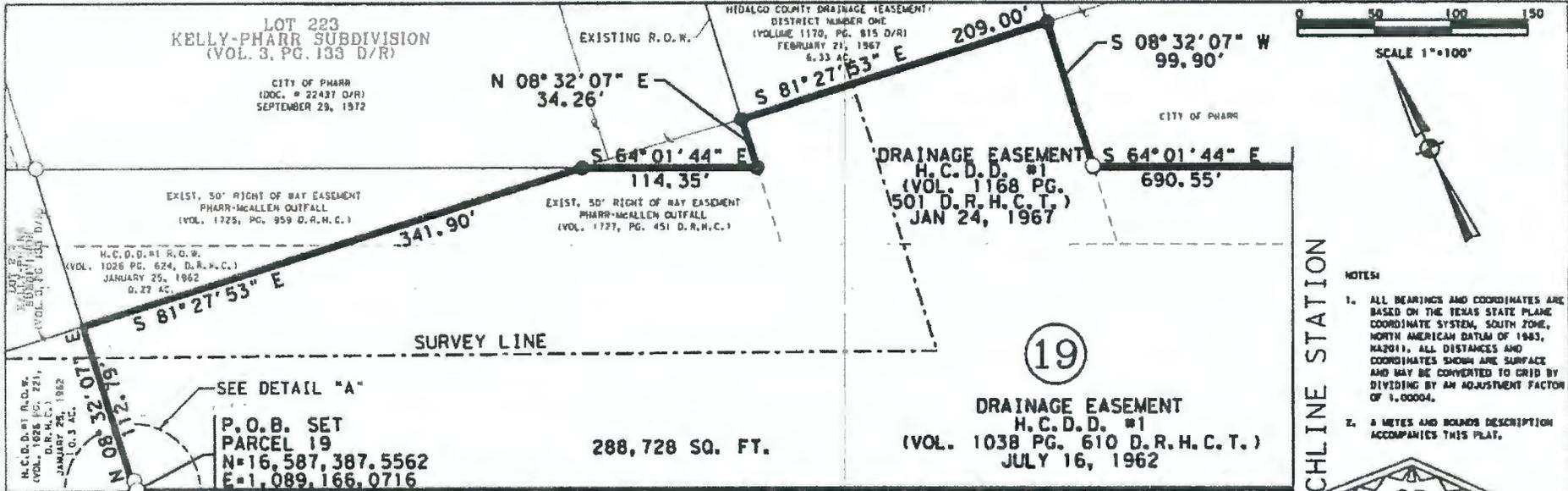
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





- NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD83. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
 2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

19

DRAINAGE EASEMENT
H.C.D.D. #1
(VOL. 1038 PG. 610 D.R.H.C.T.)
JULY 16, 1962



METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

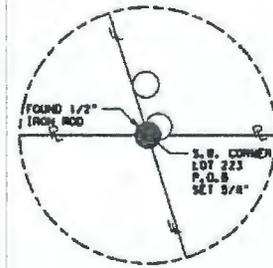
Kurt Schumacher
KURT SCHUMACHER, R.P.L.S. #6333

- REFERENCES:
1. DRAINAGE EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY J. CONNALLY KELLY, DATED APRIL 9, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1038, PAGE 610, DEED RECORDS HIDALGO COUNTY, TEXAS.
 2. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY ANNA MAE KELLY, DATED JANUARY 24, 1961, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1168, PAGE 501, DEED RECORDS HIDALGO COUNTY, TEXAS.
 3. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY CITRUS CITY LAKE DEVELOPMENT CORPORATION, DATED APRIL 28, 1981, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1721, PAGE 609, DEED RECORDS HIDALGO COUNTY, TEXAS.
 4. EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY CITRUS CITY LAKE DEVELOPMENT CORPORATION, DATED APRIL 28, 1981, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1727, PAGE 451 AND RECORDED IN VOLUME 1727, PAGE 454, DEED RECORDS HIDALGO COUNTY, TEXAS.
 5. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY CUMMINGS & PERRY, INC., DATED JANUARY 5, 1963, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1037, PAGE 411, OFFICIAL RECORDS HIDALGO COUNTY, TEXAS.
 6. PIPELINE NOTICE GRANTED TO T.B. HOFFER AND SUREP LP, BY CONNALLY KELLY, DATED NOVEMBER 18, 2009, FILED FOR RECORD ON NOVEMBER 20, 2009, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 2053487.
 7. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, DEED RECORDS HIDALGO COUNTY, TEXAS.
 8. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
 9. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT PART OF THE PUBLIC RECORD.
 10. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

PLAT OF SURVEY
PARCEL 19
FOR REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

A 288,728 SQ. FT. (6.6283 AC.)
TRACT OF LAND SITUATED IN LOT 226
KELLY-PHARR SUBDIVISION

EXHIBIT A
PAGE 3 OF 4



DETAIL "A"
N. T. S.

SEE DETAIL "A"

P.O.B. SET
PARCEL 19
N=16,587,387.5562
E=1,089,166.0716

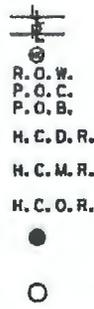
P.O.C.
PARCEL 19
SW CORNER
LOT 226

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE
COMPANY
PROPOSED INSURED/BORROWER:
THE CITY OF PHARR
OWNER: TEXAS STATE BANK
GF No.: 0003162532
EFFECTIVE DATE:
NOVEMBER 12, 2015

LEGENDS

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY
- DEED RECORDS
- HIDALGO COUNTY
- MAP RECORDS
- HIDALGO COUNTY
- OFFICIAL RECORDS
- SET 5/8" IRON ROD
- WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED



DATE: REVISED DECEMBER 11, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 19
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
100 S. STEWART RD. SUITE 113
MISSION, TEXAS 78572
TEL: (361) 585-7178

TOPLS REG. FIRM# 10193806



MATCHLINE STATION

S 64°01'44" E

LOT 226
KELLY-PHARR SUBDIVISION
(VOL. 3, PG. 133 D/R)
CITY OF PHARR

EXIST. 30' RIGHT OF WAY EASEMENT
PHARR-MALLER OUTFALL
(VOL. 1727, PG. 431 D.R.H.C.)

S 43°05'35" E
1.51'

690.55'

DRAINAGE EASEMENT
H.C.D.D. #1
(VOL. 1038 PG. 610 D.R.H.C.T.)
JULY 16, 1962

19

288,728 SQ. FT.

N 64°01'44" W

EXISTING R.O.W.

GOLF COURSE
CITY OF PHARR
IDCC. # 161449 (D/R)
MARCH 23, 1999

1277.69'

N 43°05'35" W
128.84'

LOT 225
KELLY-PHARR SUBDIVISION
(VOL. 3, PG. 133 D/R)

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, HABBIS. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. DRAINAGE EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY J. CONNALLY KELLY, DATED APRIL 9, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1038, PAGE 610, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY ANNA MAE KELLY, DATED JANUARY 29, 1967, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1148, PAGE 561, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY CITRUS CITY LAKE DEVELOPMENT CORPORATION, DATED APRIL 29, 1961, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1171, PAGE 683, DEED RECORDS HIDALGO COUNTY, TEXAS.
4. EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY CITRUS CITY LAKE DEVELOPMENT CORPORATION, DATED APRIL 21, 1961, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1171, PAGE 461 AND RECORDED IN VOLUME 1172, PAGE 454, DEED RECORDS HIDALGO COUNTY, TEXAS.
5. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY CANNING & PENNY, INC., DATED JANUARY 2, 1963, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1837, PAGE 111, OFFICIAL RECORDS HIDALGO COUNTY, TEXAS.
6. PIPELINE NOTICE GRANTED TO T.B. HOFFER AND SHEPHERD, BY CONNALLY KELLY, DATED NOVEMBER 18, 2009, FILED FOR RECORD ON NOVEMBER 20, 2009, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 2093497.
7. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, DEED RECORDS HIDALGO COUNTY, TEXAS.
8. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
9. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT PART OF THE PUBLIC RECORD.
10. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

Kurt Schumacher

KURT SCHUMACHER, R.P.L.S. #6333

PLAT OF SURVEY
PARCEL 19
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

A 288,728 SQ. FT. (6.6283 AC.)
TRACT OF LAND SITUATED IN LOT 226
KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 4 OF 4

TITLE COMMITMENT:
CHICAGO TITLE INSURANCE
COMPANY
PROPOSED INSURED/BORROWER:
THE CITY OF PHARR
OWNER: TEXAS STATE BANK
GF No. 1 0003162532
EFFECTIVE DATE:
NOVEMBER 12, 2015

DATE: REVISED DECEMBER 11, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 19
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC
400 S. STEWART ST.
MCKINNEY, TEXAS 75069
TEL: 972.562.1772

- LEGENDS**
- LOT LINE
 - PROPERTY LINE
 - PARCEL NUMBER
 - RIGHT OF WAY
 - POINT OF COMMENCING
 - POINT OF BEGINNING
 - HIDALGO COUNTY DEED RECORDS
 - HIDALGO COUNTY MAP RECORDS
 - HIDALGO COUNTY OFFICIAL RECORDS
 - SET 5/8" IRON ROD WITH PLASTIC CAP
 - STAMPED "ROWSS PROP. COR."
 - FOUND 1/2" IRON ROD
 - UNLESS OTHERWISE NOTED

- R.O.W.
- P.O.C.
- P.O.B.
- H.C.D.R.
- H.C.M.R.
- H.C.O.R.

Linear Park Project
Parcel 19

Leonel Garza Jr & Associates LLC
Real Estate Appraisal Services

Project: Precinct No. 2 Linear Regional Park Project
Owner of Record: City of Pharr
Date of Appraisal: March 11, 2016

Hidalgo County Drainage District No. 1
C/o: Raul Sesin, Director
902 N. Doolittle Road, Edinburg, Texas 78542



TABLE OF CONTENTS

APPRAISAL SUMMARY	3
PURPOSE OF THE ASSIGNMENT	4
CLIENT AND INTENDED USER	4
INTENDED USE	4
SCOPE OF ASSIGNMENT	4
PROPERTY RIGHTS APPRAISED	5
PARTIAL ACQUISITION METHODOLOGY	5
JURISDICTIONAL EXCEPTION RULE	5
ENVIRONMENTAL STATEMENT	5
ACCESSIBILITY OF SUBJECT	6
DATE OF REPORT	6
DATE OF VALUE	6
ASSUMPTIONS & LIMITING CONDITIONS	7
MARKET ANALYSIS	10
LINEAR PARK PROJECT	11
PHARR CITY LIMITS AND EXTRATERRITORIAL JURISDICTION	12
PLAT MAP OF PARENT TRACT	14
MUNICIPAL ZONING	15
FEMA FLOOD MAP	16
PROPERTY TAX AND ASSESSMENT	17
HIGHEST & BEST USE	18
DEFINITION OF MARKET VALUE	18
COMPARABLE LAND SALES	19
SALE No. 1	20
SALE No. 2	21
SALE No. 3	22
LAND SALES ANALYSIS	23
PART TO BE ACQUIRED	24
SURVEY	25
TITLE REPORT – SCHEDULE A	29
AERIAL MAP	30
PHOTOGRAPHS	31
REMAINDER BEFORE & AFTER ACQUISITION	32
DIMINUTION OF MARKET VALUE	32
COST TO CURE	32
CERTIFICATION	33
QUALIFICATION OF APPRAISER	34

Leonel Garza Jr. & Associates

Real Estate Appraisal Services

March 11, 2016

Hidalgo County Drainage District No. 1
C/o: Raul Sesin, Director
902 N. Doolittle Road
Edinburg, Texas 78542

TRACT: 19
Owner of Record: City of Pharr

Mr. Sesin:

In accordance with your request, we are presenting an appraisal report of the underlying fee simple land described as part of the parent tract of the Kelly-Pharr Subdivision, encumbered by an existing Hidalgo County Drainage District No. 1 Easement. The scope of the assignment is to value the subject property as per date of inspection, in order to determine the current market value of the encumbered fee portion of property currently utilized for a drainage canal. This acquisition shall be recorded in the name of Hidalgo County Drainage District No. 1. This report is for the sole use and analysis by the Hidalgo County Drainage District No. 1 and has been performed under that standards set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), The State of Texas, Standards of Professional Practice of the Appraisal Institute and Senate Bill 18 (SB-18) as per scope of the assignment. The report is limited to the information provided by the client and by other public information sources such as the Hidalgo County Appraisal District, Hidalgo County Deed Records and the Hidalgo County Tax Office and is limited to the on or off-site inspection of the proposed acquisition area.

This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, a General Certified Real Estate Appraiser, personally inspected the subject property on March 10, 2016 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value. Information provided by the client was utilized for the determination of market value and for the overall analysis of the remainder before and after the acquisition. It should be understood by the reader that the client and intended user is the Hidalgo County Drainage District. The report has been developed based on the knowledge that said acquisition area shall be utilized for the public use indicated to be for a linear park to be developed by Hidalgo County Precinct No. 2.

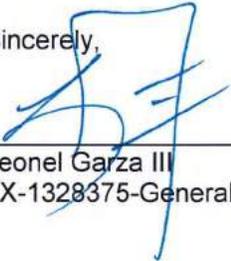
I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$12,262 as of the most recent inspection (visit) of the subject on March 10, 2016, based upon my independent appraisal and the exercise of my professional judgment; on March 10, 2016, (date)(s), I personally inspected in the field the property herein appraised. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Drainage District or until authorized by the client to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$ 0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Sincerely,



Leonel Garza III
TX-1328375-General

APPRAISAL SUMMARY

Parcel No. _____ 19
Easement Owner of Record _____ Hidalgo County Drainage District No. 1
902 Doolittle Road, Edinburg, Texas
Fee Simple Owner _____ City of Pharr
PO Box 1729, Pharr, Texas
Physical Location _____ South Cage Boulevard, 0.23 miles south of West Moore Road, 0.51
miles east along the south side of the drainage canal.
Date of On-Site Visit _____ March 10, 2016
Type of Property/Existing Use _____ Drainage Easement / Public Use
Legal Description (Parent Tract) _____ A strip of land 160 feet wide through Lots 225, 226 & 240, Kelly-Pharr
Subdivision of Porciones 69 and 70, Hidalgo County, Texas.
Acquisition Area _____ 6.6283 Acres
Remainder Area _____ None Indicated
Property Rights Appraised _____ Easement Value
City Zoning Ordinance _____ Drainage Easement (DE)
Flood Zone Designation _____ Zone B
Utilities Available _____ All Municipal Utilities Available

APPRAISAL CONCLUSION

Market Unit Rate (Fee Simple) _____ \$ 18,500 / Acre
Encumbered Fee Unit Rate _____ \$ 1,850 / Acre
Acquisition Area Value _____ 6.6283 Acres (288,728 Square Feet)
Improvements with Acquisition Area _____ None Indicated To Be Compensable

Total Compensation _____ \$12,262

PURPOSE OF THE ASSIGNMENT

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010 by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement," in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." The final determination of compensation shall be based on the value of the underlying fee of the area held by Hidalgo County Drainage District No. 1.

CLIENT AND INTENDED USER

The client and intended user of this report is identified as Hidalgo County Drainage District No. 1 in conjunction with Hidalgo County Precinct No. 2. Hidalgo County Precinct No. 2 has a local office at 300 W. Hall Acres, Pharr, Texas 78577. Jaime Salinas and Jaime Cruz, right of way agents for Precinct No. 2 shall be negotiating the acquisition of said parcel. They can be contacted directly at (956) 787-1891.

INTENDED USE

The intended use of the report is to provide a market valuation of the proposed acquisition area and in order for Hidalgo County Drainage District and / or assigns for assistance in the purchase of said the fee simple portion of said easement area. This report shall be utilized for negotiations and eminent domain proceedings (if necessary). The appraisal shall assist the determined negotiator the market value for the purchase of all or part of the area identified by survey, which is encumbered with an easement in the name of Hidalgo County Drainage District No. 1. This appraiser does not authorize the unintended use of the report for any other purpose without the written consent of Leonel Garza III.

SCOPE OF ASSIGNMENT

By Purchase Order No. 628904 from Hidalgo County Drainage District No. 1 on March 10, 2016, a request for Leonel Garza Jr. & Associates, LLC to prepare an appraisal report of the fee simple estate of the part to be acquired. The client indicated that the scope of the assignment is to determine the underlying fee simple land value of the subject property and any contributory value of the site improvements located within the part to be acquired and diminution of market value (if any). Market sales within the area and / or comparable market areas are to be identified and analyzed for the determination of market value of the proposed acquisition area as per date of on or off-site inspection.

- In the event, access is not granted or any written or verbal communication has not been made with owner of record, appraiser is to proceed off-site. The owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.
- The market area shall be researched in order to identify comparable sales to the subject property.
- Appraiser is to determine the most applicable approach to market value for valuation of the subject property. This will include each segment of value; Whole Property, Part To Be Acquired, Remainder Before and After Acquisition as they apply to the subject property as they apply to the subject property.
- Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the owner of record or representative, shall be given a stated value for purposes of the report.
- Personal property is not to be included in the valuation of the subject property.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement" in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal, "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate."

PARTIAL ACQUISITION METHODOLOGY

The method of valuation involved in this project is set forth by the State of Texas when the governmental retained right of eminent domain is exercised. The Texas Constitution permits the acquisition of private property for public use (eminent domain), but it requires that any such acquisition entitles the owner to just compensation and that it shall be by the due process of the law of the land. The law dictates that the value of the whole property, the value of the part taken, the value of the remainder before the taking and the value after the taking be ascertained. The law allows for the offset of damages by enhancement if the enhancement is specific to the subject property. In the valuation of the proposed easement(s), the appraisers have taken into consideration the rights being taken and the contributory value of the land affected by this project. The percentage of the fee value acquired in the acquisition of the easement is based on two basic effects: 1) the Legal Encumbrance of the easement rights and obligations; and 2) the Physical Use of the easement areas.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is required that no other easements or encumbrances are located within the part to be acquired.

HYPOTHETICAL CONDITIONS

The subject property is utilized in part with a large network of drainage canals that extend throughout this portion of Hidalgo County managed and controlled by the Hidalgo County Drainage District No. 1. The improvements located within the easement area are owned and maintained by the District and shall not be included in the total compensation indicated within the report. Therefore, the hypothetical condition that the subject is vacant as per date of report.

JURISDICTIONAL EXCEPTION RULE

If any part of the *Uniform Standards of Professional Appraisal Practice* is contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction. For the purposes of this assignment, in valuing the whole property before the taking, we have disregarded any increase or decrease in the market value of the property caused by the public improvement for which part of the property is being taken, or by the likelihood that the property would be taken. Therefore, no enhancement to market value (if any) shall be considered based on project influence.

ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza, Jr. & Associates, LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment for an additional fee.

ACCESSIBILITY OF SUBJECT

Hidalgo County Drainage District No. 1 allowed the appraiser to access the easement through the series of canals leading to the subject property from existing road right of way near the acquisition area.

DATE OF REPORT

The effective date of report is March 11, 2016.

DATE OF VALUE

The effective date of appraised value is based on the most recent on-site or off-site visit to said property which is, March 10, 2016.

ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report is based on facts present and found during the course of the report. The report is also conducted under the following assumptions and limiting conditions, except as otherwise noted in our report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws, unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass, unless noted in the report.
10. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. Any sketch the property included in the body of this report is for illustrative purposes only and should not be considered to be scaled accurately as this is utilized for demonstrative purposes only in order to have the reader understand the scope of the assignment as stated in the report. Any survey provided by the client shall be utilized as the official indicator of land area to be acquired throughout the body of the report.

12. The appraiser accepts no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.
13. No part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.
14. Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.
15. Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
16. No assurance is provided that the methodology and/or results of the appraisal will not be successfully challenged by the Internal Revenue Service. In particular, the methodology for appraising certain types of properties, including without limitation, government subsidized housing, which has been the subject of debate. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
18. All parties who use or rely upon any information in this report without our written consent do so at their own risk. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.
19. No evidence or documentation has been provided as to the presence or location of any floodplain areas and/or wetlands. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal. The only method of determining flood zone in the area is by way of FEMA Flood Map designations of which are subject to change.
20. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any and all further copies of said report must be requested with the client.
21. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

22. No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of Leonel Garza III, President of Leonel Garza Jr. & Associates, LLC.

MARKET ANALYSIS

Pharr, Texas, is located in southern Hidalgo County, at the intersection of Interstate 69C and Interstate 2, and is part of the McAllen-Edinburg-Mission MSA. The McAllen-Edinburg-Mission MSA is defined by the United States Census Bureau as all of Hidalgo County, and is anchored by the cities of McAllen, Edinburg, Mission, and Pharr. According to the 2010 census, Pharr had a population of 70,400, which was indicated to be a $\pm 51\%$ increase from the 2000 census of 46,660. Since the commencement of NAFTA Pharr has established itself as one of the hubs of transportation and industrial types of businesses, and has also benefited from the "Maquiladora" or Twin Plant program with manufacturing plants on the Mexican and United States sides. Pharr is neighbored on the north by the city of Edinburg, the cities of McAllen and Hidalgo along the west, the city of San Juan to the east and the Rio Grande River to the south (the international border of Mexico and the United States).

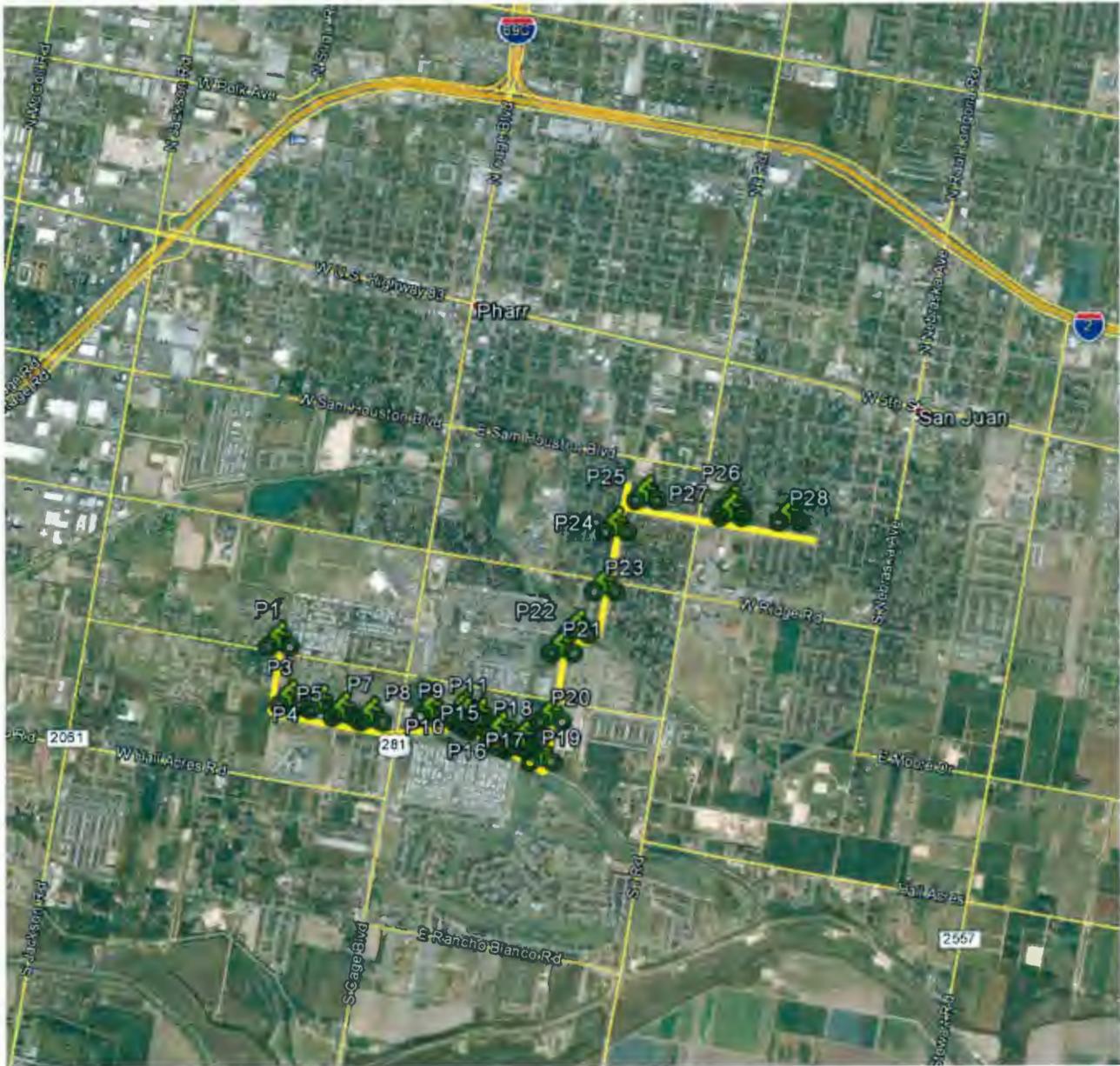
The Pharr-Reynosa International Bridge is one of the most important ports of entry along the United States – Mexico border. The bridge was open to the public on November of 1994, and is now one of the top land ports of entry along the US-Mexico border. The crossing is the longest border crossing in the world with a total length of 7.6 miles, with an average vehicle crossing of 1.4 million per for the year of 2011-2012. The Pharr/Reynosa International Bridge's popularity stems from fast crossing times due to the drive-thru x-ray machines the US Customs Service installed, along with a portable unit. The Pharr/Reynosa International Bridge is expected to be the starting point of the I-69 Corridor (NAFTA Highway). The city of Pharr has an abundant amount of land suited for retail and industrial use, with the city of Pharr planning to spend over \$500,000,000 on infrastructure improvements over the next ten (10) years. \$4,000,000,000 has been planned for transportation improvements over the next twenty (20) years, which includes the proposed Hidalgo County Loop. The southern portion of the Loop project is planned to expand the existing two-lane Military Highway to a four/six-lane road connecting all of the international bridges in southern Hidalgo County.

The market area is described as being located in-between Jackson Road and Nebraska Avenue, south of U.S. Business Highway 83, and north of the Main Floodway in Pharr, Texas. The market area consists mostly of residential developments (i.e. single-family, multi-family, and mobile home or RV Parks), PSJA ISD schools, and commercial developments along Cage Boulevard and I Road. The market area is located within the PSJA (Pharr, San Juan, Alamo) Independent School District, and is serviced by Geraldine Palmer Elementary School, Kelly-Pharr Elementary School, Edith and Ethel Carmen Elementary School, Kennedy Middle School, Jaime Escalante Middle School, Liberty Middle School, Stephen F. Austin Middle School, PSJA Southwest High School, PSJA North High School., and PSJA High School. The major thoroughfares in the area include the following:

- ❑ Cage Boulevard (U.S. Highway 281), which is a north-to-south highway and is located to the east of the subject property; U.S. Highway 281 is a major highway connecting the Rio Grande Valley with San Antonio and the remainder of the State, as well as the Pharr/Reynosa International Bridge.
- ❑ Interstate 2 (U.S. Highway 83), which is located north of the subject property and is a major east-to-west thoroughfare for the entire Rio Grande Valley, which connects the Rio Grande Valley to Laredo.
- ❑ Military Highway, which is located south of the subject, and is a major east-to-west thoroughfare in the southern part of Hidalgo and Cameron Counties area and connects McAllen to the city of Brownsville.
- ❑ Jackson Road, "I" Road, and Nebraska Avenue (Raul Longoria Road); These three roads are thoroughfares located nearby the subject property and are heavily traveled roads intersecting with Interstate 2 and Military Highway.

LINEAR PARK PROJECT

The following map indicates the scope of the proposed linear park project for which the subject property is being appraised as the park shall follow the existing drainage district canal system maintained by Hidalgo County Drainage District No. 1.



PHARR CITY LIMITS AND EXTRATERRITORIAL JURISDICTION

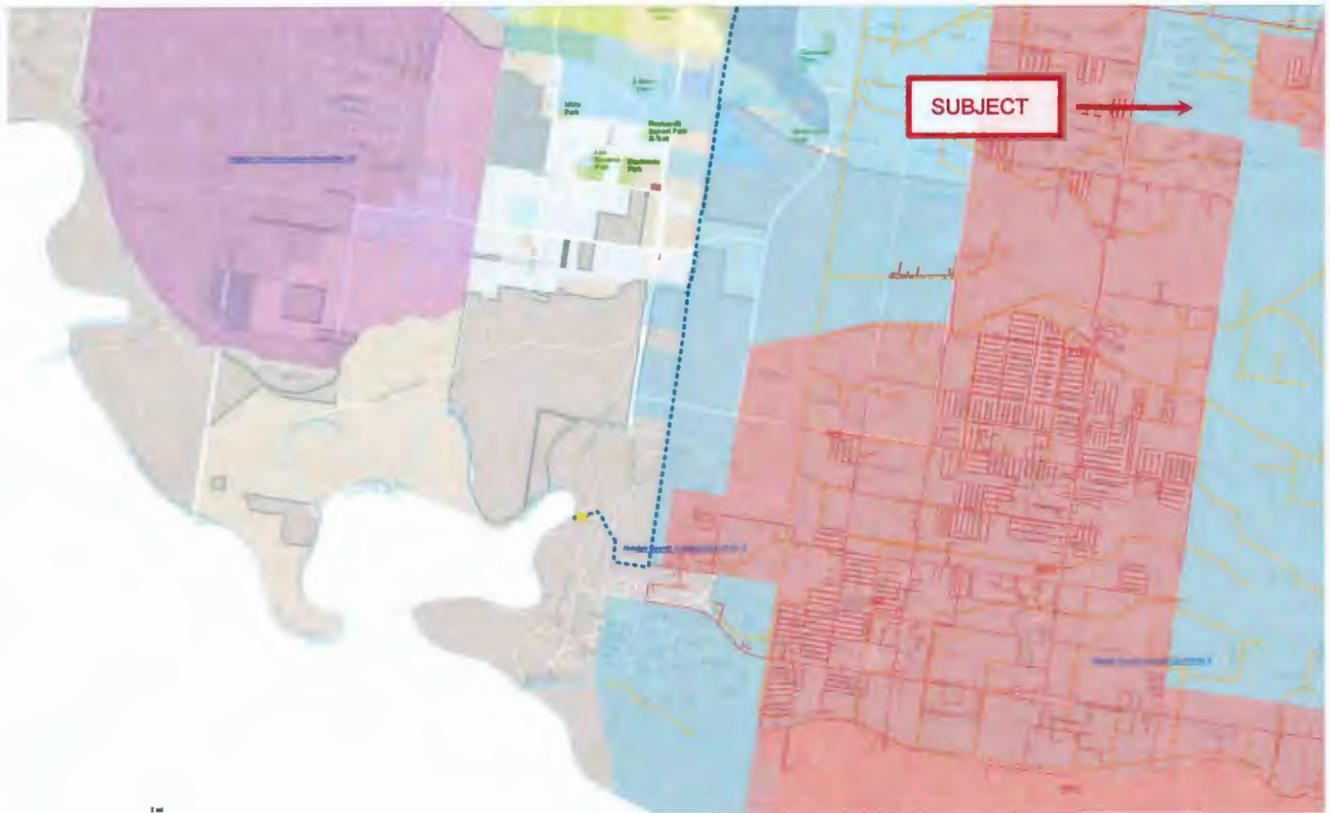


City of Pharr Limits
Extraterritorial Jurisdiction

www.pharr-tx.gov

UTILITIES

According to the City of Pharr, the subject area does contain electricity, water and phone service. Other utility or public services in this region include multiple irrigation districts and drainage districts, as depicted within the following graphic.



www.Pharr-tx.gov

MUNICIPAL ZONING

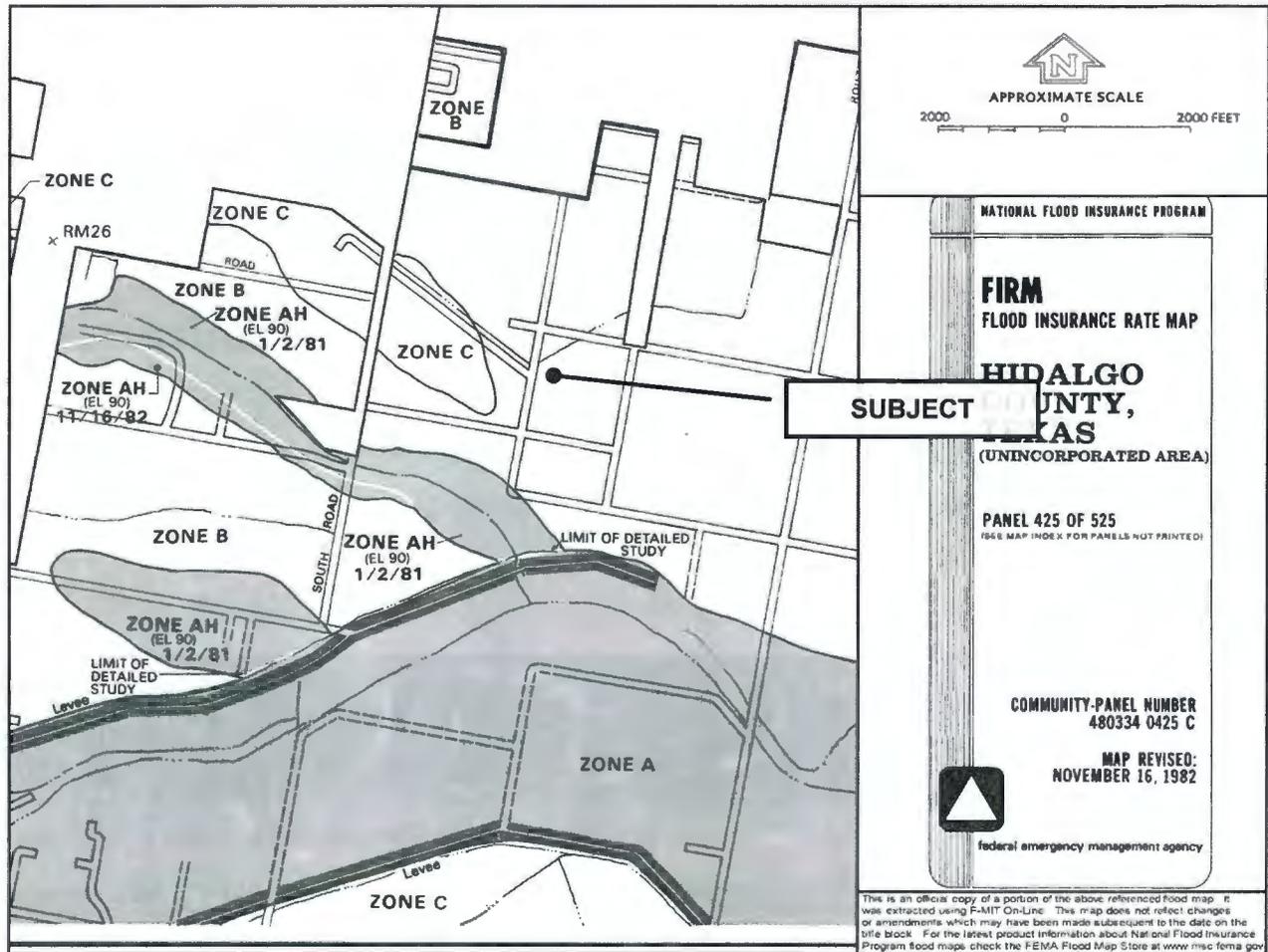
On Thursday, March 10, 2016, this appraiser contacted the City of Pharr Planning and Zoning Department which it was indicated that the property was currently zoned Agricultural Open Space (AO) & Drainage Easement (DE).



www.Pharr-tx.gov

FEMA FLOOD MAP

FEMA MAP No. _____ 480334025C
FLOOD ZONE DESIGNATION* _____ Zone B



Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

<http://www.fema.gov/flood-zones>

During the physical inspection of the subject property, it has been determined that the subject property sits in a Levee area and is considered a low-lying area prone to severe flooding situations. The probability increases due to our location within the Lower Rio Grande Valley, which is susceptible to hurricanes deriving from the Gulf of Mexico, which can create an adverse amount of rainfall within a small period of time resulting in flash flooding. In reviewing the flood map designated for the market area, it was indicated that the subject property is not located within a flood prone area.

PROPERTY TAX AND ASSESSMENT

OWNER OF RECORD	CITY OF PHARR
PROPERTY TAX IDENTIFICATION NO.	202953
IMPROVEMENT VALUE	\$ 0
LAND VALUE	\$ 263,000
TOTAL ASSESSED VALUE	\$ 263,000
EXEMPTIONS	EX-XV

Account

Property ID: 202953 Legal Description: KELLY PHARR TRACT W 1/2 OF LOT 223 EXC 6.55AC IN D/D R/W
 Geographic ID: K2400-00-000-0223-02 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 1000 E MOORE RD Mapsco:
 TX
 Neighborhood: Map ID:
 Neighborhood CD:

Owner

Name: CITY OF PHARR Owner ID: 129860
 Mailing Address: PO BOX 1729 % Ownership: 100.0000000000%
 PHARR, TX 78577-1632
Exemptions: EX-XV

Owner: CITY OF PHARR
 % Ownership: 100.0000000000%
 Total Value: \$263,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$263,000	\$0	\$0.00
CPR	CITY OF PHARR	0.654000	\$263,000	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	\$263,000	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$263,000	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	\$263,000	\$0	\$0.00
R17	ROAD DIST 17	0.000000	\$263,000	\$0	\$0.00
SPA	PSJA ISD	1.399200	\$263,000	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$263,000	\$0	\$0.00
Total Tax Rate:		2.972500			
Taxes w/Current Exemptions:					\$0.00
Taxes w/o Exemptions:					\$7,817.68

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$0	\$263,000	0	263,000	\$0	\$263,000
2015	\$0	\$263,000	0	263,000	\$0	\$263,000
2014	\$0	\$263,000	0	263,000	\$0	\$263,000
2013	\$0	\$263,000	0	263,000	\$0	\$263,000

HIGHEST & BEST USE

The highest and best use is defined as "The reasonably probable and legal use of vacant land / or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity".

The Dictionary of Real Estate Appraisal. 5th Edition Chicago: Appraisal Institute, 2010

The subject is part of a large network of drainage canals throughout Hidalgo County. Based on their existing use and future use, the overall highest and best use shall continue to be for public use. The Drainage District easement is restrictive in the overall use of the property by the underlying fee owner. However, the overall analysis of the part to be acquired required the appraiser to analyze the subject in an economic unit typically found in the immediate market area to determine the market value of the fee land (unencumbered). This economic unit shall be selected based on a single family residential development highest and best use.

DEFINITION OF MARKET VALUE

Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

- Buyer and Seller are typically motivated.
- Both parties are well informed or well advised, and each-acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from <http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#S%2034.42%20Definitions>.

COMPARABLE LAND SALES

The following sales were derived from a multitude of sources of which include the a local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area; however, if all information cannot be verified as per date of the report they may only be mentioned, but not heavily weighted in the overall analysis of the subject property.



SALE No. 1



Property Identification

Sales Record ID 2599
Property Type Agricultural
Address East Ridge Road, Alamo, Hidalgo County, TX, 78516

Recording Data 2643941
Grantor Shell Gulf of Mexico Inc., a Delaware corporation
Grantee Arturo Cortez
Sale Date September 08, 2015
Terms & Conditions
Verification MLS: A147477S
Tax ID A1800-00-032-0010-00

Land Size 20.000 Acres or 871,200 SF
Sale Price \$280,000
Unit Price \$14,000 / Acre

Topography Level
Utilities Public Water Available
Frontage Ridge Road
Improvements None / Vacant

Legal

The West 20 acres of the East 30 acres of Lot 10, Block 32 Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.

SALE No. 2



Property Identification

Sales Record ID 1471
Property Type Residential Single Family
Address South I Road, San Juan, Hidalgo County, TX, 78589

Recording Data 2504073
Grantor PlainsCapital Bank
Grantee Cuva Construction, LLC.
Sale Date April 09, 2014

Terms & Conditions
Verification MLS: A156454S
Tax ID J5700-00-014-0001-10

Land Size 22.830 Acres or 994,475 SF
Sale Price \$350,000
Unit Price \$15,331 / Acre

Topography Level
Utilities Public Water, Sewer
Frontage South "I" Road
Improvements None / Vacant

Legal

A tract of land containing 21.68 acres tract situated in the City of Pharr, Hidalgo County, Texas, and being a portion of Lot 1, Block 14, John Closner Et Al Subdivision.

SALE No. 3



Property Identification

Sales Record ID 2760
Property Type Agricultural
Address South Alamo Road, Alamo, Hidalgo County, TX, 78516

Recording Data 2509702
Grantor Universal Truckers, Inc.
Grantee JPO Enterprises, Inc.
Sale Date May 01, 2014
Terms & Conditions
Verification MLS: C168522S
Tax ID A1800-00-028-0004-00

Land Size 15.00 Acres or 653,400 SF
Sale Price \$317,000
Unit Price \$21,133 / Acre

Topography Level
Utilities Electric, Public Water, Telephone
Frontage South Alamo Road
Improvements None / Vacant

Legal

The 15.00 acre tract of land being the South 15.00 acres of Lot 4, Block 28, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas.

LAND SALES ANALYSIS

VALUATION GRID		REPRESENTATIVE COMPARABLE SALES					
Subject		Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor		Shell Gulf of Mexico Inc.		Plains Capital Bank		Universal Truckers Inc.	
Grantee	City of Pharr	Arturo Cortez		Cuva Construction LLC		JPO Enterprises Inc.	
Date		Sept. 8, 2015		April 9, 2014		May 1, 2014	
Sales Price	\$ -	\$ 280,000		\$ 350,000		\$ 317,000	
Unit Price		\$ 14,000 / Acre		\$ 15,331 / Acre		\$ 21,133 / Acre	
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Superior	-15%	Superior	-10%	Similar	-10%
Physical Characteristics	Rectangular / Economic Unit	Similar	0%	Similar	0%	Similar	0%
Topography	Level	Similar	0%	Similar	0%	Similar	0%
Available Utilities	All Municipal Utilities Available in Area	Similar	0%	Similar	0%	Similar	0%
Economic Unit	10.00 Acres	20.00	5%	22.83	5%	15.00	0%
	Net Adjustment	\$ (1,400)	-10%	\$ (767)	-5%	\$ (2,113)	-10%
	Indicated Unit Value	\$ 12,600 / Acre		\$ 14,564 / Acre		\$ 19,020 / Acre	
Unit Value of Fee Simple Area						\$ 18,500 / Acre	
Unit Value of Drainage Easement @ 90% of Fee Value						\$ 16,650 / Acre	
Unit Value of Encumbered Fee @ 10% of Fee Value						\$ 1,850 / Acre	
Value of Encumberd Fee		6.6283 Acre				\$ 12,262 / Acre	

During the analysis of the acquisition area, the value for the subject property as a whole and / or economic unit was determined utilizing the direct Sales Comparison Approach to Value as if Vacant. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market was searched for comparable land sales that are most similar to the subject property. Each of these sales utilized were indicated to be indicative of the market for the subject and therefore are reliable for the determination of the unit value of said tract of land. These sales were verified through various sources of which include, the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and / or Grantees, Appraisers and local Realtors. The land comparables were reviewed for similarity on several factors including but not limited to: Financing Terms, Market Conditions at Time of Sale, Available Utilities, Zoning, Road Access, Site Utility and Size of Tract.

PART TO BE ACQUIRED

The part to be acquired consists of a tract 112.79' foot x 1,277.69' tract of land out of Lots 226 of the Kelly-Pharr Subdivision with a total land area of 288,728 square feet or 6.6283 acres. This land is located along the southern boundary of Kelly-Pharr Subdivision. Utilities are located within the area and to the neighboring subdivision. The part to be acquired is currently being utilized for an existing drainage canal system that is in operation for said purpose. The area to be acquired shall continue for such purpose and may include other public use. The part to be acquired does not constitute an economic unit upon it-self and therefore for shall be valued as a pro-rata part of a selected economic unit for purposes of determining market value of the acquisition area.

The acquisition area is currently encumbered with an easement in the name of Hidalgo County Drainage District No. 1. The purpose of this acquisition is to acquire the underlying fee from the grantor of the easement and or the current owner of the underlying fee simple area as defined by title research provided. The easement area may be utilized for expanding existing drainage and or for other public use as deemed appropriate by the Hidalgo County Drainage District No. 1. Since the acquisition area is encumbered by an open drainage ditch / canal system, the majority of the bundles of rights to the fee simple estate have been acquired for purposes of the existing easement. Since the majority of rights have already been acquired and the limited existing use to the underlying fee is restricted by the existing easement, a discount to the fee simple market value is required. Therefore, the part to be acquired shall be valued at 10% of fee simple market value.

SURVEY

May 26, 2015
Revised December 11, 2015
Parcel 19
1 of 5 Pages

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 19

Being a 288,728 square foot or 6.6283 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 226, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1168, Page 501, of the Deed Records, Hidalgo County, Texas, and being a part Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1038, Page 610, of the Deed Records, Hidalgo County, Texas, and being a part of McAllen-Pharr Outfall easement as described in Volume 1727, Page 451, of the Deed Records, Hidalgo County, Texas, said 288,728 square foot or 6.6283 acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 226, Kelly-Pharr Subdivision;

Thence with the West line of said Lot 226, the East line of Lot 227, said Kelly-Pharr Subdivision, North 08°32'07" East a distance of 1,207.21 feet to a 5/8" iron pin (N=16,587,387.5562, E=1,089,166.0716) with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of a Hidalgo County Drainage District No. 1 Right of Way Easement, as described in Volume 1026, Page 221, of the Deed Records, Hidalgo County, Texas, and for the **Point of Beginning** this herein described tract of land;

1. **Thence** with the West line of said Lot 226, the East line of said Lot 227, North 08°32'07" East a distance of 112.79 feet to the Southwest corner of Lot 223, said Kelly-Pharr Subdivision, for the Northwest corner of said Lot 226 and of this herein described tract of land;
2. **Thence** with the North line of said Lot 226 and the South line of a called 0.22 of an acre McAllen-Pharr Outfall easement as described in Volume 1026, Page 624, of the Deed Records, Hidalgo County, Texas, South 81°27'53" East a distance of 341.90 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for an exterior corner of this herein described tract of land;
3. **Thence** with the North line of the McAllen-Pharr Outfall Right of Way easement, South 64°01'44" East a distance of 114.35 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for corner;
4. **Thence** North 08°32'07" East a distance of 34.26 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the North line of said Lot 226, Kelly-Pharr Subdivision, for an exterior corner of this herein described tract of land;

5. **Thence** with the North line of said Lot 226, Kelly-Pharr Subdivision, South 81°27'53" East a distance of 209.00 feet to a 1/2" iron pin found for the Southwest corner of a Oxy USA tract of land as described in Document Number 2178565, of the Official Records, Hidalgo County, Texas, and for a corner of this herein described tract of land;
6. **Thence** departing the North line of said Lot 226, Kelly-Pharr Subdivision, South 08°32'07" West a distance of 99.90 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set for corner;
7. **Thence** South 64°01'44" East a distance of 690.55 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East line of said Lot 226, Kelly-Pharr Subdivision, and for a corner of this herein described tract of land;
8. **Thence** with the East line of said Lot 226, Kelly-Pharr Subdivision, South 08°32'07" West a distance of 267.86 feet to a 5/8" iron pin with plastic stamped "R.O.W.S. PROP. COR." set in the North line of a City of Pharr tract of land as described in Document Number 761449, of the Official Records, Hidalgo County, Texas, and for the South corner of this herein described tract o land;
9. **Thence** departing the East line of said Lot 226, with the North line of said City of Pharr tract of land, North 43°05'35" West a distance of 128.84 feet to a 1/2" iron pin found for an interior corner of this herein described tract of land;
10. **Thence** continuing with the North line of said City of Pharr tract of land, North 64°01'44" West a distance of 1,277.69 feet to the **Point of Beginning** and being 288,728 square foot or 6.6283 acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

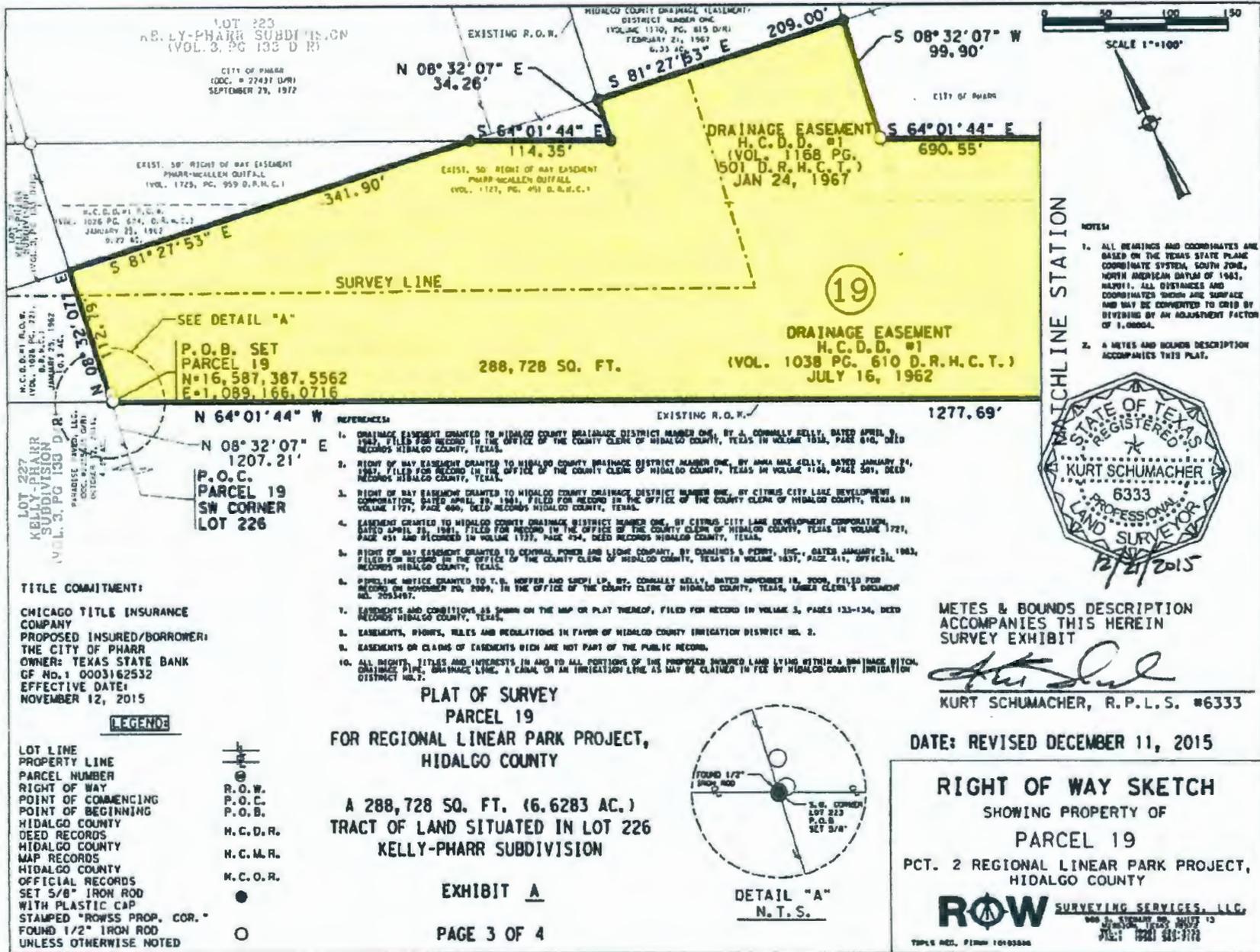
A plat survey of even survey date herewith accompanies this description.

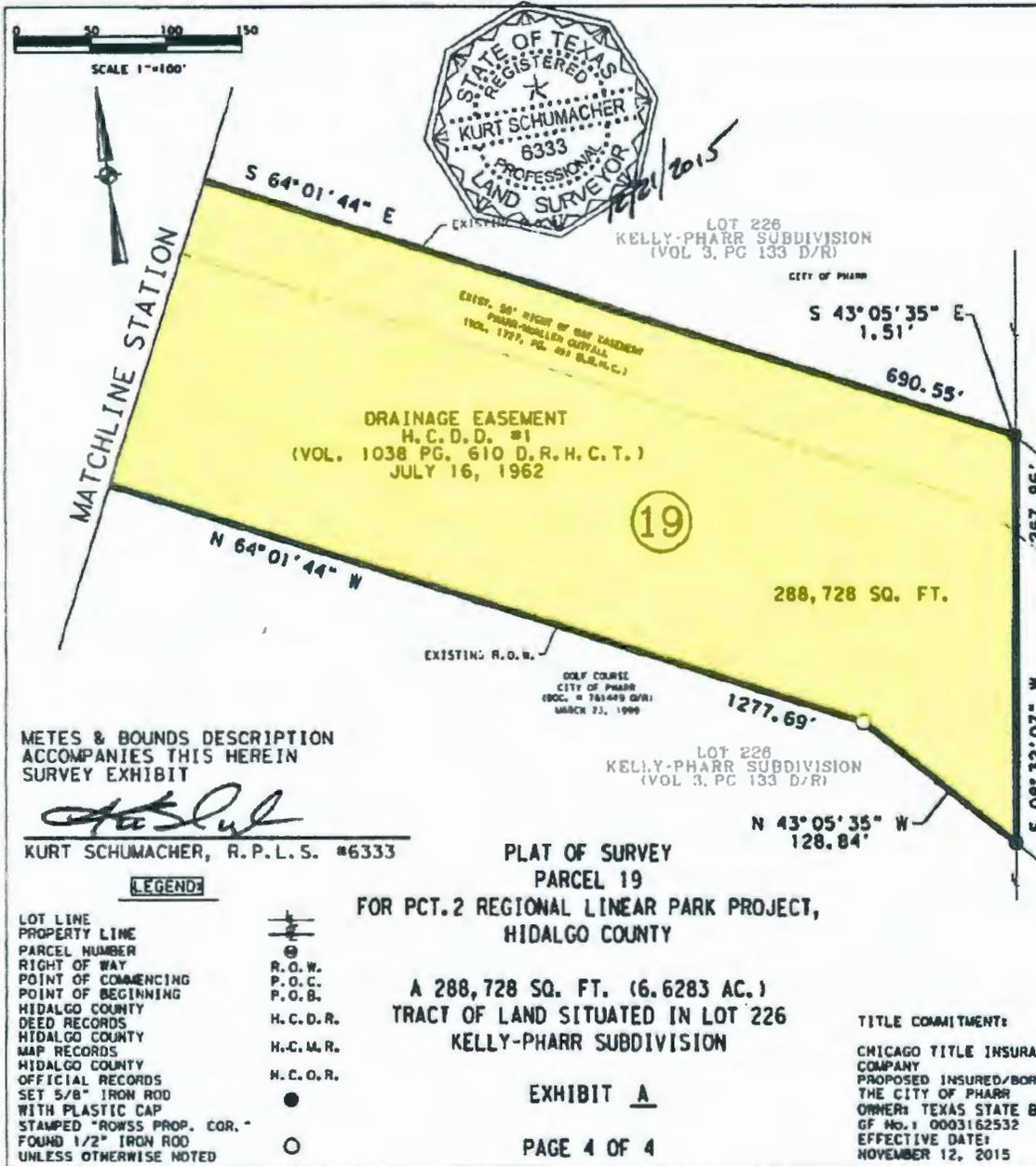
I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333







- NOTES:**
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD83. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
 2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

- REFERENCES:**
1. DRAINAGE EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY J. CONNALLY KELLY, DATED APRIL 9, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1038, PAGE 610, DEED RECORDS HIDALGO COUNTY, TEXAS.
 2. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY ANNA MAE KELLY, DATED JANUARY 24, 1967, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1169, PAGE 301, DEED RECORDS HIDALGO COUNTY, TEXAS.
 3. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY CITRUS CITY LAKE DEVELOPMENT CORPORATION, DATED APRIL 28, 1961, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1721, PAGE 865, DEED RECORDS HIDALGO COUNTY, TEXAS.
 4. EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, BY CITRUS CITY LAKE DEVELOPMENT CORPORATION, DATED APRIL 28, 1961, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1727, PAGE 491 AND RECORDED IN VOLUME 1727, PAGE 454, DEED RECORDS HIDALGO COUNTY, TEXAS.
 5. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY CLARKING & PERRY, INC., DATED JANUARY 9, 1963, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1837, PAGE 411, OFFICIAL RECORDS HIDALGO COUNTY, TEXAS.
 6. PIPELINE NOTICE GRANTED TO T.B. HOFFER AND SHERI LP, BY CONNALLY KELLY, DATED NOVEMBER 18, 2009, FILED FOR RECORD ON NOVEMBER 24, 2009, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 2053497.
 7. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, DEED RECORDS HIDALGO COUNTY, TEXAS.
 8. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
 9. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT PART OF THE PUBLIC RECORD.
 10. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED IRRIGATED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

DATE: REVISED DECEMBER 11, 2015

RIGHT OF WAY SKETCH
 SHOWING PROPERTY OF
PARCEL 19
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC
 5400 W. STATE ST. SUITE 113
 DALLAS, TEXAS 75247
 TEL: 972-245-1174
 TITLE REC. #100-10193000

TITLE REPORT – SCHEDULE A

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

19

Effective Date: November 12, 2015

GF No.: 0003162532

Commitment No. 0003162532, issued November 20, 2015, 08:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:
PROPOSED INSURED:

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$0.00
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$0.00
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

The City of Pharr (as to Fee Simple Estate)

Hidalgo County Drainage District #1 (as to Easement Estate)

AERIAL MAP
ACQUISITION AREA HIGHLIGHTED IN YELLOW



PHOTOGRAPHS



Photo 1

A western view of the subject property along a "T" intersection of the existing canal system.



Photo 2

An eastern view of the subject property along the northern boundary of the existing canal system.



Photo 3

Street view of the canal road ROW. The subject property is on the left side in this photo.



Photo 4

Street view of the canal road ROW. The subject property is on the right side in this photo.

REMAINDER BEFORE & AFTER ACQUISITION

The remainder before and after the proposed acquisition shall continue to be for public use. The proposed plan for the area of acquisition is for either expansion of the existing drainage system and or for a linear park for use by the public. The development of said park shall be performed by Hidalgo County Precinct No. 2 under the direction of the Honorable County Commissioner, Eduardo "Eddie" Cantu.

DIMINUTION OF MARKET VALUE

The diminution of market value refers to the damages assessed due to the part to be acquired. Based on the area to be acquired, the remainder shall not be affected in an adverse way affecting market value; therefore, no diminution of market value is indicated.

COST TO CURE

The Cost to Cure refers to the additional compensation required to replace site and or structural improvements to the remainder after in the event the depreciated cost is below replacement cost. However, since no improvements are indicated for the subject and the report is prepared under the hypothetical condition as vacant, no cost to cure is required.

RECONCILIATION OF VALUE:

Based on the analysis of the subject property on the date of inspection, and the facts presented within this report, it is the opinion that as of March 10, 2016, the estimate of total compensation for the part to be acquired is indicated to be \$12,262.

CERTIFICATION

I, Leonel Garza III, certify that, to the best of my knowledge and beliefs that the statement of fact contained within the report are true and correct and include the following:

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person(s) signing the certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

Leonel Garza, Jr. & Associates, LLC has not performed an appraisal on the subject property within the last (3) three years.



Leonel Garza III
TX – 1328375-Genera

QUALIFICATION OF APPRAISER

Leonel Garza, Jr. & Associates, LLC, provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Education & Licensure

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science)

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-Way Association (IRWA) (Member # 7899430)

Public Service

McAllen Planning and Zoning Board (Former Member / Chairman)

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

McAllen Traffic Commission Board (Former Member & Vice Chairman)

Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

McAllen Ambulance Advisory Committee (Former Member & Vice Chairman)

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals (Former Member)

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Former Member)

Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.



MEMORANDUM

DATE: MONDAY, MAY 02, 2016

TO: MAYOR AND CITY COMMISSION

FROM: JUAN GUERRA, CITY MANAGER

THROUGH: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES *MC*

SUBJECT: NEGOTIATIONS TO SELL PROPERTY TO HIDALGO COUNTY DRAINAGE DISTRICT #1 FOR THE HIDALGO COUNTY LINEAR PARK PROJECT.

ISSUE: Consideration and action, if any, for the City Manager to negotiate the sale of the property that is physically described as being 209,020 square feet or 4.7984 acre tract of land out of Lot 221, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas, for the Hidalgo County Linear Park Project.

FINANCIAL
CONSIDERATION: \$0.00

STAFF
RECOMMENDATION: Staff is recommending approval to negotiate the sale of the property that is physically described as being a 209,020 square feet or 4.7984 acre tract of land out of Lot 226, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. This will include a reverter clause which will state: In the event the Improvements are not completed within 10 years, the Property shall revert to and thereafter become fee simple real estate owned by the City of Pharr.



**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

Date: 4/19/2016

County: Hidalgo
Federal Project No.: N/A

Parcel: 8
Project: Hidalgo County Drainage District No. 1
Fee- simply Right of Way project

City of Pharr
c/o Juan G. Guerra City Manager
118 S. Cage
Pharr, Texas 78577

Dear: Mr. Guerra,

In acquiring property for the Hidalgo County Drainage District # 1 of the County of Hidalgo (the "County") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. It will be explained by the County's negotiator, Mr. Jaime Cruz or Mr. Jaime Salinas that a portion of your property located on South Cage Boulevard, 0.23 of a mile south of West Moore Rd, east side, along the drainage canal as described in the enclosed property description, is to be acquired for the fee ownership for the Drainage Ditch in question.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **\$ 8,877.00** for your property, which includes **\$ 8,877.00** for the property to be purchased and **\$ 0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County to permit owners who convey voluntarily to the County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the County to acquire the real property by eminent domain.

If you wish to accept the offer based upon this appraisal, please contact Mr. Jaime Cruz or Mr. Jaime Salinas as soon as possible, at **(956) 787-1891**, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County/Department within the 30 day time deadline.*

Visit Hidalgo County Drainage District No. 1 on the web at www.co.hidalgo.tx.us

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County of Hidalgo. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's/State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "Relocation Assistance" which will inform you of eligibility requirements, payments and services which are available.

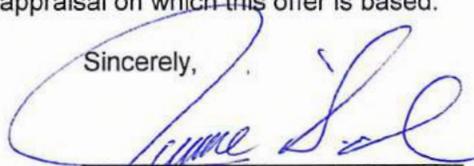
You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the County.

Attached is a copy of the County of Hidalgo/Texas Department of Transportation brochure entitled "Right of Way Purchase" which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact Mr. Lupe Rodriguez or Mr. Jaime Salinas at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County/Department, including the appraisal on which this offer is based.

Sincerely,



Mr. Jaime Salinas Pct # 2 Right
of Way Agent

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 8

Being a 209,020 square foot or 4.7984 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 221, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement, as recorded in Volume 1026, Page 221, of the Deed Records, Hidalgo County, Texas, said 209,020 square foot or 4.7984 acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southeast corner of said Lot 221, for the Northeast corner of Lot 228, said Kelly-Pharr Subdivision;

Thence with the East line of said Lot 221, North 08° 32' 07" East a distance of 303.00 feet to a 5/8" iron pin (N=16,587,994.6574, E=1,087,922.4032) with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northeast corner of a called 4.06 acre tract of land, as described in Document Number 2552109, of the Official Records, Hidalgo County, Texas, and **Point of Beginning** of this herein described tract of land;

1. **Thence** with the North line of said called 4.06 acre tract of land and the South line of said Hidalgo County Drainage District No. 1 Right of Way easement, North 63°58'50" West a distance of 25.49 feet to a 1/2" iron pin found for an interior corner of this herein described tract of land;
2. **Thence** continuing with the North line of said called 4.06 acre tract of land and the South line of said Hidalgo County Drainage District No.1 Right of Way easement, South 85°02'08" West a distance of 1,281.08 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East Right of Way line of Cage Boulevard (100' Right of Way), for the Southwest corner of this herein described tract of land;
3. **Thence** with the East Right of Way line of Cage Boulevard, the West line of said Hidalgo County Drainage District No.1 Right of Way Easement, North 08°32'07" East a distance of 165.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR" set for the Northwest corner of this herein described tract of land;
4. **Thence** departing the East Right of Way line of Cage Boulevard, with the North Right of Way line of said Hidalgo County Drainage District No. 1 Right of Way Easement, North 85°02'07" East a distance of 1,287.05 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP.COR." set for corner;

5. **Thence**, South 63°58'50" East a distance of 19.41 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East line of said Lot 221, for the Northeast corner of this herein described tract of land;
6. **Thence** with the East line of said Lot 221, South 08°32'07" West a distance of 167.75 feet to the **Point of Beginning**, and being a 209,020 square foot or 4.7984 acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 12/21/2015
Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333

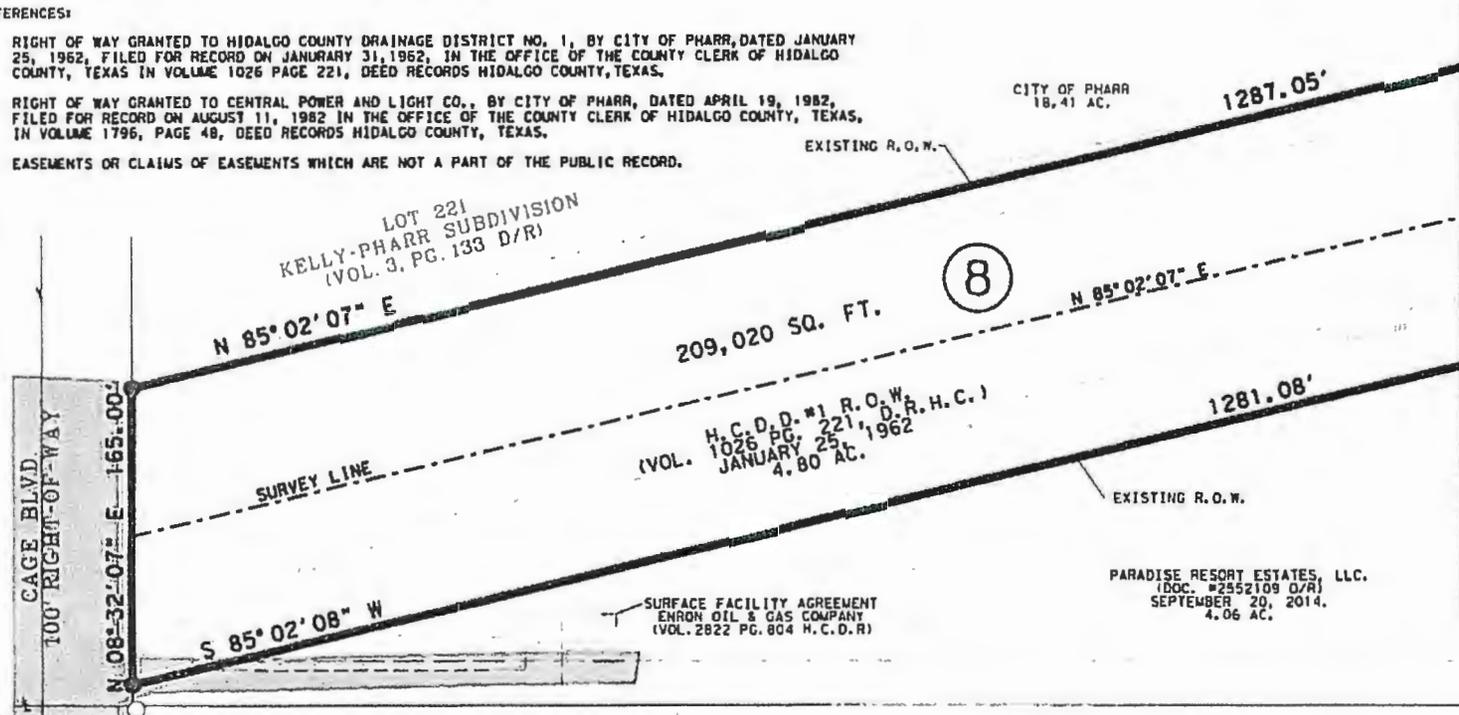


NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY CITY OF PHARR, DATED JANUARY 25, 1962, FILED FOR RECORD ON JANUARY 31, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026 PAGE 221, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY GRANTED TO CENTRAL POWER AND LIGHT CO., BY CITY OF PHARR, DATED APRIL 19, 1982, FILED FOR RECORD ON AUGUST 11, 1982 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, IN VOLUME 1796, PAGE 48, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.



CAGE BLVD
100' RIGHT-OF-WAY
N 08°32'07" E 165.00'

LOT 221
KELLY-PHARR SUBDIVISION
(VOL. 3, PG. 133 D/R)
N 85°02'07" E

209,020 SQ. FT.

8

CITY OF PHARR
18.41 AC.

1287.05'

SURVEY LINE

H.C.D.D. #1 R.O.W. (D.R.H.C.)
(VOL. 1026 PG. 221, JANUARY 25, 1962)
4.80 AC.

N 85°02'07" E

1281.08'

EXISTING R.O.W.

MATCHLINE STATION

SURFACE FACILITY AGREEMENT
ENRON OIL & GAS COMPANY
(VOL. 2822 PG. 804 H.C.D.R.)

PARADISE RESORT ESTATES, LLC.
(DOC. #2552109 D/R)
SEPTEMBER 20, 2014
4.06 AC.

ENRON OIL & GAS COMPANY
(VOL. 2822 PG. 801 D.R.H.C.)
SEPTEMBER 8, 1989
0.120 AC. EASEMENT

LOT 228
KELLY-PHARR SUBDIVISION
(VOL. 3 PG. 133 D/R)

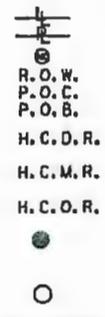
METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

LEGEND

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED



**PLAT OF SURVEY
PARCEL 8
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY**

A 209,020 SQ. FT. (4.7984)
TRACT OF LAND SITUATED IN LOT 221
KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 3 OF 4

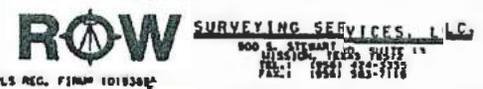


TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: CITY OF PHARR
GF No. 1 0003162564
EFFECTIVE DATE:
OCTOBER 20, 2015

RIGHT OF WAY SKETCH

SHOWING PROPERTY OF
PARCEL 8
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.

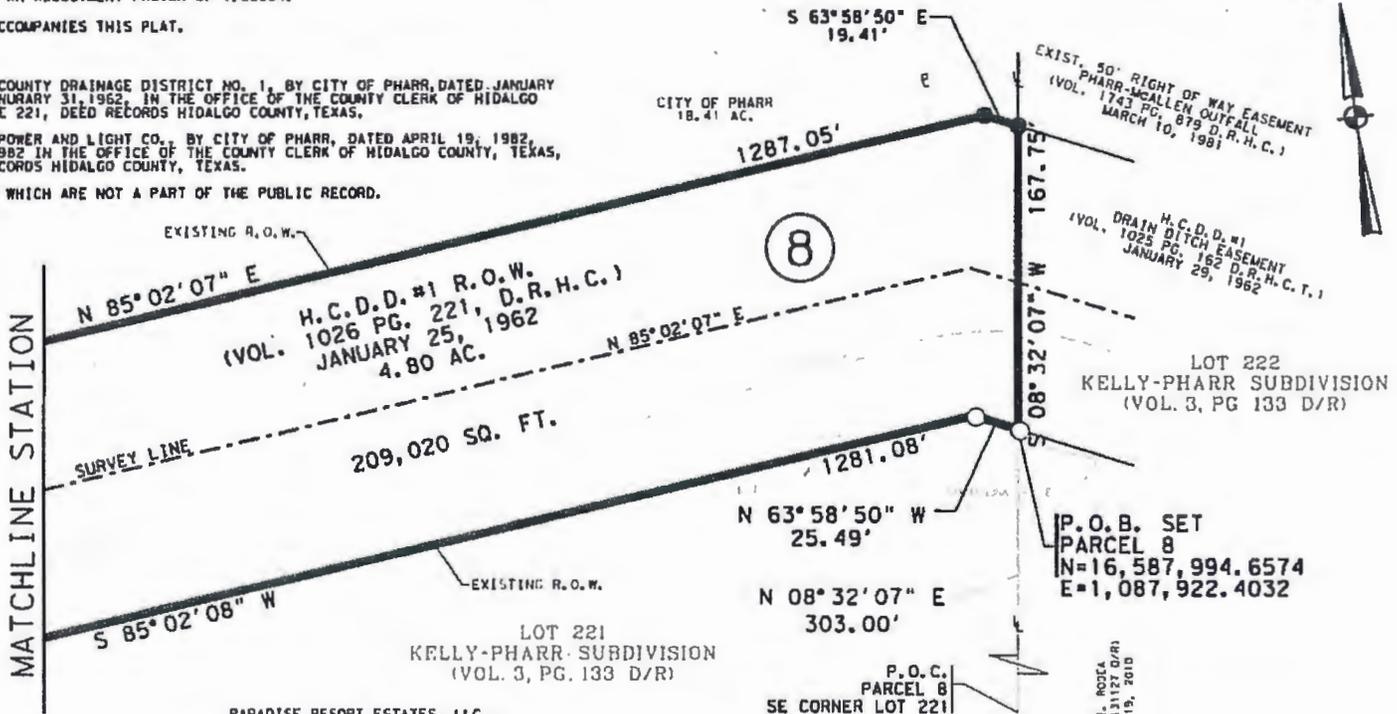
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

- RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY CITY OF PHARR, DATED JANUARY 25, 1962, FILED FOR RECORD ON JANUARY 31, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026 PAGE 221, DEED RECORDS HIDALGO COUNTY, TEXAS.
- RIGHT OF WAY GRANTED TO CENTRAL POWER AND LIGHT CO., BY CITY OF PHARR, DATED APRIL 19, 1982, FILED FOR RECORD ON AUGUST 11, 1982 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, IN VOLUME 1796, PAGE 48, DEED RECORDS HIDALGO COUNTY, TEXAS.
- EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.



SCALE 1"=100'



MATCHLINE STATION

8

PARADISE RESORT ESTATES, LLC.
IDOC. #2552109 O/R/I
SEPTEMBER 20, 2014.
4.06 AC.

P.O.B. SET
PARCEL 8
N=16,587,994.6574
E=1,087,922.4032

JOSUE J. ROSA
IDOC. # 213172 (D/R)
AUGUST 13, 2010



METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

Kurt Schumacher

KURT SCHUMACHER, R.P.L.S. #6333
DATE: REVISED DECEMBER 11, 2015

LEGEND:

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED

- R.O.W.
- P.O.C.
- P.O.B.
- H.C.D.R.
- H.C.M.R.
- H.C.O.R.
-
-
-

PLAT OF SURVEY
PARCEL 8
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

A 209,020 SQ. FT. (4,7984)
TRACT OF LAND SITUATED IN LOTS 221
KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 4 OF 4

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 8
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
300 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL: (361) 583-7110
FAX: (361) 583-7110

TPL'S REG. FIRM# 10193896

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.

General Warranty Deed

Parcel No. 8

Date: 4/19/2016

Grantor: City of Pharr

Grantor's Mailing Address:

118 S. Cage
Pharr, Tx 78577

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

902 N. Doolittle Rd.
Edinburg, Tx 78542

Consideration:

The sum of **Eight Thousand Eight Hundred and Seventy Seven and no/100 Dollars (\$ 8,877.00)** 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 (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

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, for the Consideration and subject to 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 any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors 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 as to the Exceptions to Conveyance and Warranty.

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

Grantor:

City of Pharr

By: _____

Juan G. Guerra (City Manager)

Corporate Acknowledgment

State of Texas

County of Hidalgo

This instrument was acknowledged before me on _____

By: Juan G. Guerra, City Manager of the City of Pharr, a governmental entity on behalf of said entity.

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

Parcel No. 8

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 8

Being a 209,020 square foot or 4.7984 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 221, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement, as recorded in Volume 1026, Page 221, of the Deed Records, Hidalgo County, Texas, said 209,020 square foot or 4.7984 acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southeast corner of said Lot 221, for the Northeast corner of Lot 228, said Kelly-Pharr Subdivision;

Thence with the East line of said Lot 221, North 08° 32' 07" East a distance of 303.00 feet to a 5/8" iron pin (N=16,587,994.6574, E=1,087,922.4032) with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northeast corner of a called 4.06 acre tract of land, as described in Document Number 2552109, of the Official Records, Hidalgo County, Texas, and **Point of Beginning** of this herein described tract of land;

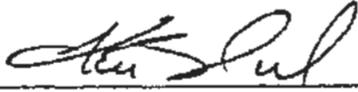
1. **Thence** with the North line of said called 4.06 acre tract of land and the South line of said Hidalgo County Drainage District No. 1 Right of Way easement, North 63°58'50" West a distance of 25.49 feet to a 1/2" iron pin found for an interior corner of this herein described tract of land;
2. **Thence** continuing with the North line of said called 4.06 acre tract of land and the South line of said Hidalgo County Drainage District No.1 Right of Way easement, South 85°02'08" West a distance of 1,281.08 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East Right of Way line of Cage Boulevard (100' Right of Way), for the Southwest corner of this herein described tract of land;
3. **Thence** with the East Right of Way line of Cage Boulevard, the West line of said Hidalgo County Drainage District No.1 Right of Way Easement, North 08°32'07" East a distance of 165.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northwest corner of this herein described tract of land;
4. **Thence** departing the East Right of Way line of Cage Boulevard, with the North Right of Way line of said Hidalgo County Drainage District No. 1 Right of Way Easement, North 85°02'07" East a distance of 1,287.05 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP.COR." set for corner;

5. **Thence**, South $63^{\circ}58'50''$ East a distance of 19.41 feet to a $5/8''$ iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East line of said Lot 221, for the Northeast corner of this herein described tract of land;
6. **Thence** with the East line of said Lot 221, South $08^{\circ}32'07''$ West a distance of 167.75 feet to the **Point of Beginning**, and being a 209,020 square foot or 4.7984 acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 12/21/2015
Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.

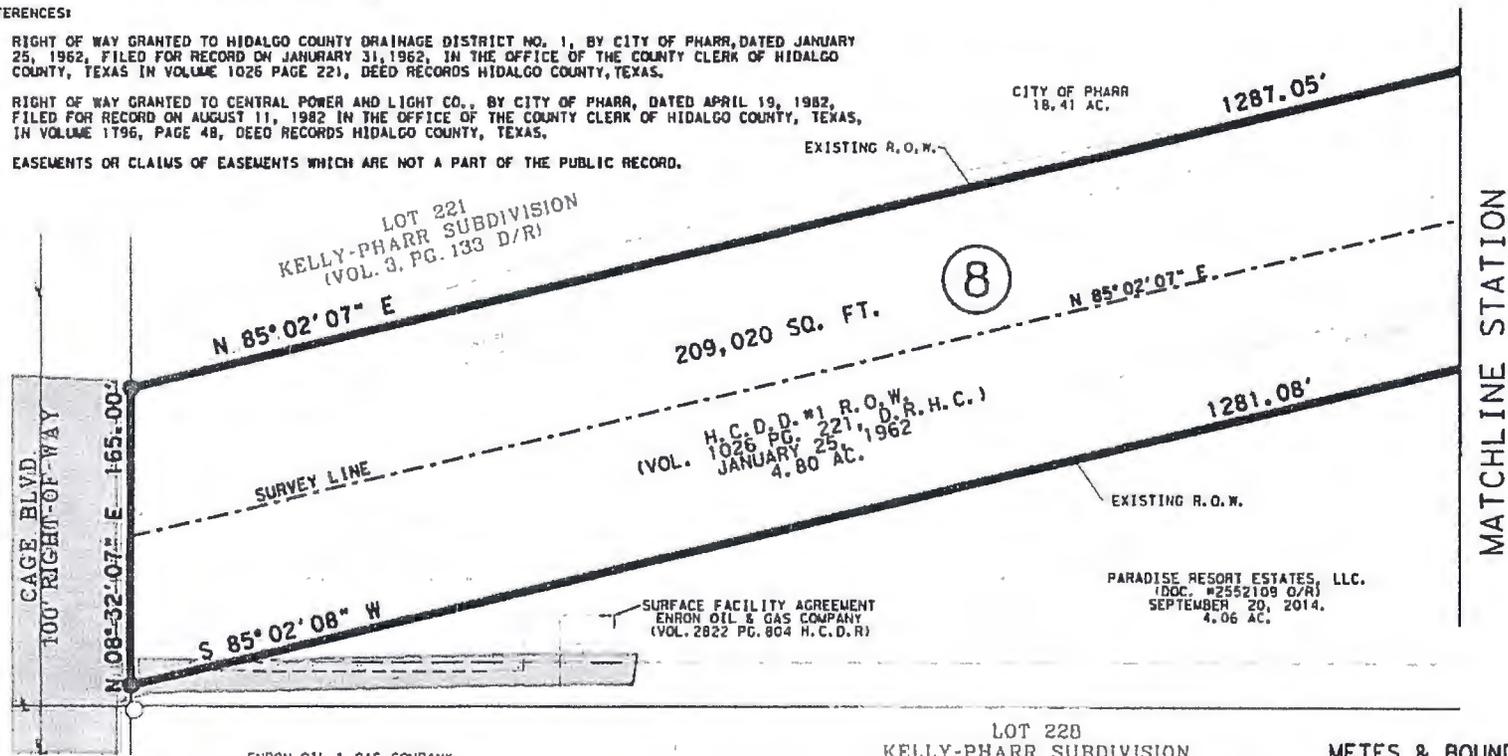
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

- RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY CITY OF PHARR, DATED JANUARY 25, 1962, FILED FOR RECORD ON JANUARY 31, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026 PAGE 221, DEED RECORDS HIDALGO COUNTY, TEXAS.
- RIGHT OF WAY GRANTED TO CENTRAL POWER AND LIGHT CO., BY CITY OF PHARR, DATED APRIL 19, 1982, FILED FOR RECORD ON AUGUST 11, 1982 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, IN VOLUME 1796, PAGE 48, DEED RECORDS HIDALGO COUNTY, TEXAS.
- EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.



SCALE 1"=100'



LOT 221
KELLY-PHARR SUBDIVISION
(VOL. 3, PG. 133 D/R)

CITY OF PHARR
16.41 AC.

8

209,020 SQ. FT.

1287.05'

N 85°02'07" E

N 85°02'07" E

SURVEY LINE

H.C.D.D. #1 R.O.W.
(VOL. 1026 PG. 221, D.R.H.C.)
JANUARY 25, 1962
4.80 AC.

1281.08'

EXISTING R.O.W.

MATCHLINE STATION

SURFACE FACILITY AGREEMENT
ENRON OIL & GAS COMPANY
(VOL. 2822 PG. 804 H.C.D.R.)

PARADISE RESORT ESTATES, LLC.
(DOC. #2552109 O/R)
SEPTEMBER 20, 2014
4.06 AC.

ENRON OIL & GAS COMPANY
(VOL. 2822 PG. 801 D.R.H.C.)
SEPTEMBER 8, 1989
0.120 AC. EASEMENT

LOT 228
KELLY-PHARR SUBDIVISION
(VOL. 3 PG. 133 D/R)

METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

LEGENDS

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY NAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED



PLAT OF SURVEY
PARCEL 8
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

A 209,020 SQ. FT. (4.7984)
TRACT OF LAND SITUATED IN LOT 221
KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 3 OF 4



TITLE COMMITMENT:
CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: CITY OF PHARR
OF No.: 0003162564
EFFECTIVE DATE:
OCTOBER 20, 2015

DATE: REVISED DECEMBER 11, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 8
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MUSKOGEE, TEXAS 75757
PHONE: (928) 445-9778

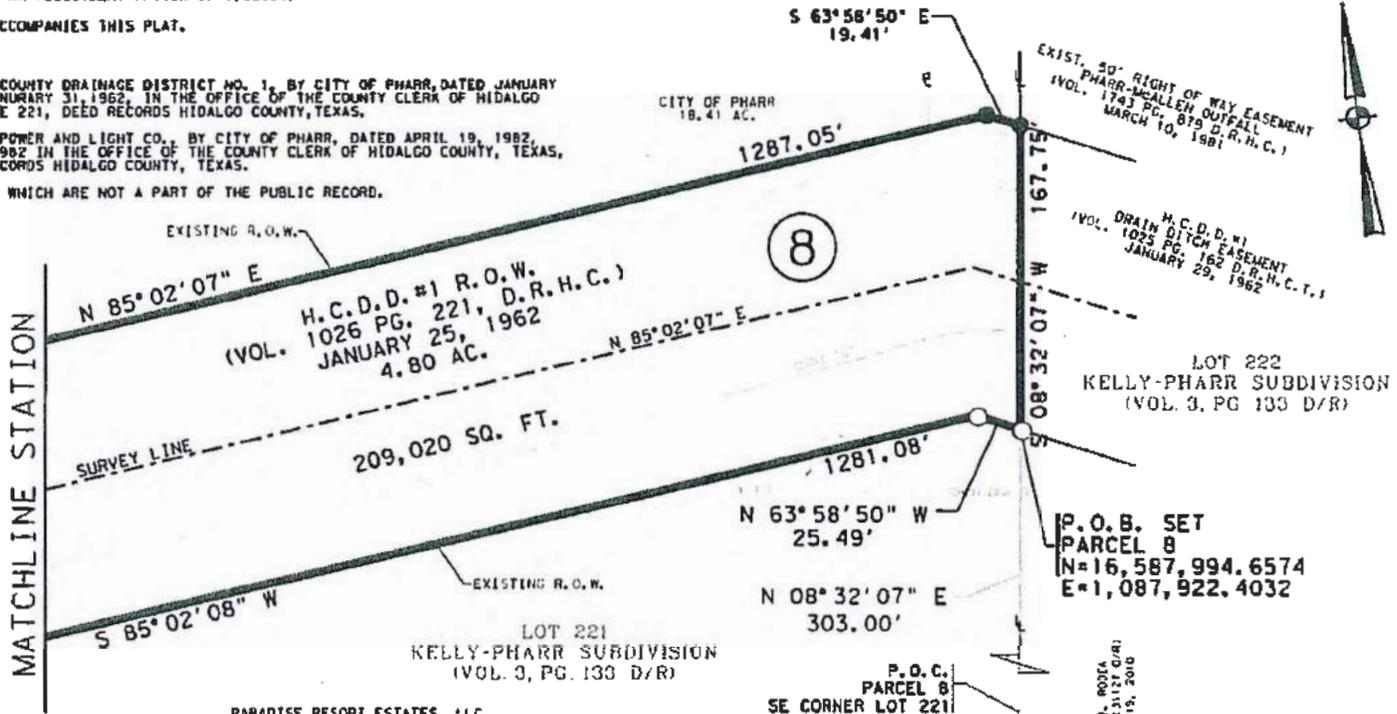
TSP'S REG. FIRM# 10103086

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY CITY OF PHARR, DATED JANUARY 25, 1962, FILED FOR RECORD ON JANUARY 31, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026 PAGE 221, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY GRANTED TO CENTRAL POWER AND LIGHT CO., BY CITY OF PHARR, DATED APRIL 19, 1982, FILED FOR RECORD ON AUGUST 11, 1982 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, IN VOLUME 1796, PAGE 46, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.



MATCHLINE STATION

PARADISE RESORT ESTATES, LLC.
 IDCC #2552109 0/R/1
 SEPTEMBER 20, 2014.
 4.06 AC.

P.O.B. SET
 PARCEL 8
 N=16,587,994.6574
 E=1,087,922.4032

IRON ROD
 1/2\"/>

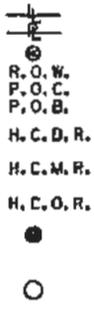


METES & BOUNDS DESCRIPTION
 ACCOMPANIES THIS HEREIN
 SURVEY EXHIBIT

Kurt Schumacher
 KURT SCHUMACHER, R.P.L.S. #6333
 DATE: REVISED DECEMBER 11, 2015

LEGEND:

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED



PLAT OF SURVEY
 PARCEL 8
 FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
 HIDALGO COUNTY

A 209,020 SQ. FT. (4,7984)
 TRACT OF LAND SITUATED IN LOTS 221
 KELLY-PHARR SUBDIVISION

EXHIBIT A
 PAGE 4 OF 4

TITLE COMMITMENT:
 CHICAGO TITLE INSURANCE COMPANY
 PROPOSED INSURED/BORROWER:
 HIDALGO COUNTY
 OWNER: CITY OF PHARR
 OF No.: 0003162564
 EFFECTIVE DATE:
 OCTOBER 20, 2015

RIGHT OF WAY SKETCH
 SHOWING PROPERTY OF
 PARCEL 8
 PCT. 2 REGIONAL LINEAR PARK PROJECT,
 HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
 900 S. STEWART RD. SUITE 113
 PHARR, TEXAS 77564
 TEL: (361) 225-7118

TPMLS REG. #1960 10103066

Linear Park Project
Parcel 8

Leonel Garza Jr & Associates LLC
Real Estate Appraisal Services

Project: Precinct No. 2 Linear Regional Park Project
Owner of Record: Hidalgo County Drainage District No. 1
Date of Appraisal: March 11, 2016

Hidalgo County Drainage District No. 1
C/o: Raul Sesein, Director
902 N. Doolittle Road, Edinburg, Texas 78542



TABLE OF CONTENTS

<i>APPRAISAL SUMMARY</i>	3
<i>PURPOSE OF THE ASSIGNMENT</i>	4
<i>CLIENT AND INTENDED USER</i>	4
<i>INTENDED USE</i>	4
<i>SCOPE OF ASSIGNMENT</i>	4
<i>PROPERTY RIGHTS APPRAISED</i>	5
<i>PARTIAL ACQUISITION METHODOLOGY</i>	5
<i>JURISDICTIONAL EXCEPTION RULE</i>	5
<i>ENVIRONMENTAL STATEMENT</i>	5
<i>ACCESSIBILITY OF SUBJECT</i>	6
<i>DATE OF REPORT</i>	6
<i>EFFECTIVE DATE OF VALUE</i>	6
<i>ASSUMPTIONS & LIMITING CONDITIONS</i>	7
<i>MARKET ANALYSIS</i>	10
<i>LINEAR PARK PROJECT</i>	11
<i>CITY OF PHARR & EXTRATERRITORIAL JURISDICTION</i>	12
<i>UTILITIES</i>	13
<i>PLAT MAP OF PARENT TRACT</i>	14
<i>MUNICIPAL ZONING</i>	15
<i>FEMA FLOOD MAP</i>	16
<i>PROPERTY TAX AND ASSESSMENT</i>	17
<i>HIGHEST & BEST USE</i>	17
<i>DEFINITION OF MARKET VALUE</i>	17
<i>COMPARABLE LAND SALES</i>	18
<i>SALE No. 1</i>	19
<i>SALE No. 2</i>	20
<i>SALE No. 3</i>	21
<i>LAND SALES ANALYSIS</i>	22
<i>PART TO BE ACQUIRED</i>	23
<i>SURVEY</i>	24
<i>PHOTOGRAPHS</i>	30
<i>REMAINDER BEFORE & AFTER ACQUISITION</i>	31
<i>DIMINUTION OF MARKET VALUE</i>	31
<i>COST TO CURE</i>	31
<i>CERTIFICATION</i>	32
<i>QUALIFICATION OF APPRAISER</i>	33

Leonel Garza Jr. & Associates

Real Estate Appraisal Services

March 11, 2016

Hidalgo County Drainage District
C/o: Raul Sesin, Director
902 E. Doolittle Road
Edinburg, Texas 78542

TRACT: 8
Owner of Record: Hidalgo County Drainage District No. 1

Mr. Sesin:

In accordance with your request, we are presenting an appraisal report of the underlying fee simple land described as part of the parent tract of the Kelly-Pharr Subdivision, encumbered by an existing Hidalgo County Drainage District No. 1 Easement. The scope of the assignment is to value the subject property as per date of inspection, in order to determine the current market value of the encumbered fee portion of property currently utilized for a drainage canal. This acquisition shall be recorded in the name of Hidalgo County Drainage District No. 1. This report is for the sole use and analysis by the Hidalgo County Drainage District No. 1 and has been performed under that standards set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), The State of Texas, Standards of Professional Practice of the Appraisal Institute and Senate Bill 18 (SB-18) as per scope of the assignment. The report is limited to the information provided by the client and by other public information sources such as the Hidalgo County Appraisal District, Hidalgo County Deed Records and the Hidalgo County Tax Office and is limited to the on or off-site inspection of the proposed acquisition area.

This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, a General Certified Real Estate Appraiser, personally inspected the subject property on March 10, 2016 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value. Information provided by the client was utilized for the determination of market value and for the overall analysis of the remainder before and after the acquisition. It should be understood by the reader that the client and intended user is the Hidalgo County Drainage District. The report has been developed based on the knowledge that said acquisition area shall be utilized for the public use indicated to be for a linear park to be developed by Hidalgo County Precinct No. 2.

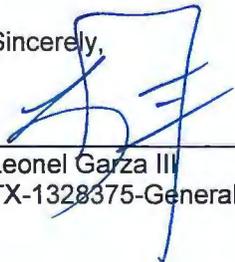
I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$8,877 as of the most recent inspection (visit) of the subject on March 10, 2016, based upon my independent appraisal and the exercise of my professional judgment; on March 10, 2016, (date)(s), I personally inspected in the field the property herein appraised. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Drainage District No. 1 or until authorized by the client to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$ 0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Sincerely,



Leonel Garza III
TX-1328375-General

APPRAISAL SUMMARY

Parcel No. _____ 8
Easement Owner of Record _____ Hidalgo County Drainage District No. 1
902 North Doolittle Road, Edinburg, Texas
Fee Simple Owner _____ City of Pharr
PO Box 1729, Pharr, Texas
Physical Location _____ South Cage Boulevard, 0.23 miles south of West Moore Road, east
side, along the drainage canal.
Date of On-Site Visit _____ March 10, 2016
Type of Property/Existing Use _____ Drainage Easement / Public Use
Legal Description (Parent Tract) _____ South Ten (South 10 acres) acres of the West Twenty (W 20) acres of
Lot No. Two Hundred Twenty-one (221) of Kelly-Pharr Subdivision of
Porciones 69 and 70, in Hidalgo County, Texas.
Acquisition Area _____ 4.7984 Acres
Remainder Area _____ None Indicated
Property Rights Appraised _____ Easement Value
City Zoning Ordinance _____ Drainage Easement (DE)
Flood Zone Designation _____ Zone B
Utilities Available _____ All Municipal Utilities Available

APPRAISAL CONCLUSION

Market Unit Rate (Fee Simple) _____ \$ 18,500 / Acre
Encumbered Fee Unit Rate _____ \$ 1,850 / Acre
Acquisition Area Value _____ 4.7984 Acres (209,020 Square Feet)
Improvements with Acquisition Area _____ None Indicated To Be Compensable
Damages / Diminution of Market Value _____ None
Total Compensation _____ \$8,877

PURPOSE OF THE ASSIGNMENT

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010 by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement," in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." The final determination of compensation shall be based on the value of the underlying fee of the area held by Hidalgo County Drainage District No. 1.

CLIENT AND INTENDED USER

The client and intended user of this report is identified as Hidalgo County Drainage District No. 1 in conjunction with Hidalgo County Precinct No. 2. Hidalgo County Precinct No. 2 has a local office at 300 W. Hall Acres, Pharr, Texas 78577. Jaime Salinas and Jaime Cruz, right of way agents for Precinct No. 2 shall be negotiating the acquisition of said parcel. They can be contacted directly at (956) 787-1891.

INTENDED USE

The intended use of the report is to provide a market valuation of the proposed acquisition area and in order for Hidalgo County Drainage District and / or assigns for assistance in the purchase of said the fee simple portion of said easement area. This report shall be utilized for negotiations and eminent domain proceedings (if necessary). The appraisal shall assist the determined negotiator the market value for the purchase of all or part of the area identified by survey, which is encumbered with an easement in the name of Hidalgo County Drainage District No. 1. This appraiser does not authorize the unintended use of the report for any other purpose without the written consent of Leonel Garza III.

SCOPE OF ASSIGNMENT

By Purchase Order No. 628904 from Hidalgo County Drainage District No. 1 on March 10, 2016, a request for Leonel Garza Jr. & Associates, LLC to prepare an appraisal report of the fee simple estate of the part to be acquired. The client indicated that the scope of the assignment is to determine the underlying fee simple land value of the subject property and any contributory value of the site improvements located within the part to be acquired and diminution of market value (if any). Market sales within the area and / or comparable market areas are to be identified and analyzed for the determination of market value of the proposed acquisition area as per date of on or off-site inspection.

- In the event, access is not granted or any written or verbal communication has not been made with owner of record, appraiser is to proceed off-site. The owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.
- The market area shall be researched in order to identify comparable sales to the subject property.
- Appraiser is to determine the most applicable approach to market value for valuation of the subject property. This will include each segment of value; Whole Property, Part To Be Acquired, Remainder Before and After Acquisition as they apply to the subject property as they apply to the subject property.
- Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the owner of record or representative, shall be given a stated value for purposes of the report.
- Personal property is not to be included in the valuation of the subject property.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement" in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal, "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate."

PARTIAL ACQUISITION METHODOLOGY

The method of valuation involved in this project is set forth by the State of Texas when the governmental retained right of eminent domain is exercised. The Texas Constitution permits the acquisition of private property for public use (eminent domain), but it requires that any such acquisition entitles the owner to just compensation and that it shall be by the due process of the law of the land. The law dictates that the value of the whole property, the value of the part taken, the value of the remainder before the taking and the value after the taking be ascertained. The law allows for the offset of damages by enhancement if the enhancement is specific to the subject property. In the valuation of the proposed easement(s), the appraisers have taken into consideration the rights being taken and the contributory value of the land affected by this project. The percentage of the fee value acquired in the acquisition of the easement is based on two basic effects: 1) the Legal Encumbrance of the easement rights and obligations; and 2) the Physical Use of the easement areas.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is required that no other easements or encumbrances are located within the part to be acquired.

HYPOTHETICAL CONDITIONS

The subject property is utilized in part with a large network of drainage canals that extend throughout this portion of Hidalgo County managed and controlled by the Hidalgo County Drainage District No. 1. The improvements located within the easement area are owned and maintained by the District and shall not be included in the total compensation indicated within the report. Therefore, the hypothetical condition that the subject is vacant as per date of report.

JURISDICTIONAL EXCEPTION RULE

If any part of the *Uniform Standards of Professional Appraisal Practice* is contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction. For the purposes of this assignment, in valuing the whole property before the taking, we have disregarded any increase or decrease in the market value of the property caused by the public improvement for which part of the property is being taken, or by the likelihood that the property would be taken. Therefore, no enhancement to market value (if any) shall be considered based on project influence.

ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza, Jr. & Associates, LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment for an additional fee.

ACCESSIBILITY OF SUBJECT

Hidalgo County Drainage District No. 1 allowed the appraiser to access the easement through the series of canals leading to the subject property from existing road right of way near the acquisition area.

DATE OF REPORT

The effective date of report is March 11, 2016.

EFFECTIVE DATE OF VALUE

The effective date of appraised value is based on the most recent on-site or off-site visit to said property which is, March 10, 2016.

ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report is based on facts present and found during the course of the report. The report is also conducted under the following assumptions and limiting conditions, except as otherwise noted in our report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws, unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass, unless noted in the report.
10. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. Any sketch of the property included in the body of this report is for illustrative purposes only and should not be considered to be scaled accurately as this is utilized for demonstrative purposes only in order to have the reader understand the scope of the assignment as stated in the report. Any survey provided by the client shall be utilized as the official indicator of land area to be acquired throughout the body of the report.

12. The appraiser accepts no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.
13. No part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.
14. Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.
15. Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
16. No assurance is provided that the methodology and/or results of the appraisal will not be successfully challenged by the Internal Revenue Service. In particular, the methodology for appraising certain types of properties, including without limitation, government subsidized housing, which has been the subject of debate. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
18. All parties who use or rely upon any information in this report without our written consent do so at their own risk. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.
19. No evidence or documentation has been provided as to the presence or location of any floodplain areas and/or wetlands. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal. The only method of determining flood zone in the area is by way of FEMA Flood Map designations of which are subject to change.
20. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any and all further copies of said report must be requested with the client.
21. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

22. No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of Leonel Garza III, President of Leonel Garza Jr. & Associates, LLC.

MARKET ANALYSIS

Pharr, Texas, is located in southern Hidalgo County, at the intersection of Interstate 69C and Interstate 2, and is part of the McAllen-Edinburg-Mission MSA. The McAllen-Edinburg-Mission MSA is defined by the United States Census Bureau as all of Hidalgo County, and is anchored by the cities of McAllen, Edinburg, Mission, and Pharr. According to the 2010 census, Pharr had a population of 70,400, which was indicated to be a $\pm 51\%$ increase from the 2000 census of 46,660. Since the commencement of NAFTA Pharr has established itself as one of the hubs of transportation and industrial types of businesses, and has also benefited from the "Maquiladora" or Twin Plant program with manufacturing plants on the Mexican and United States sides. Pharr is neighbored on the north by the city of Edinburg, the cities of McAllen and Hidalgo along the west, the city of San Juan to the east and the Rio Grande River to the south (the international border of Mexico and the United States).

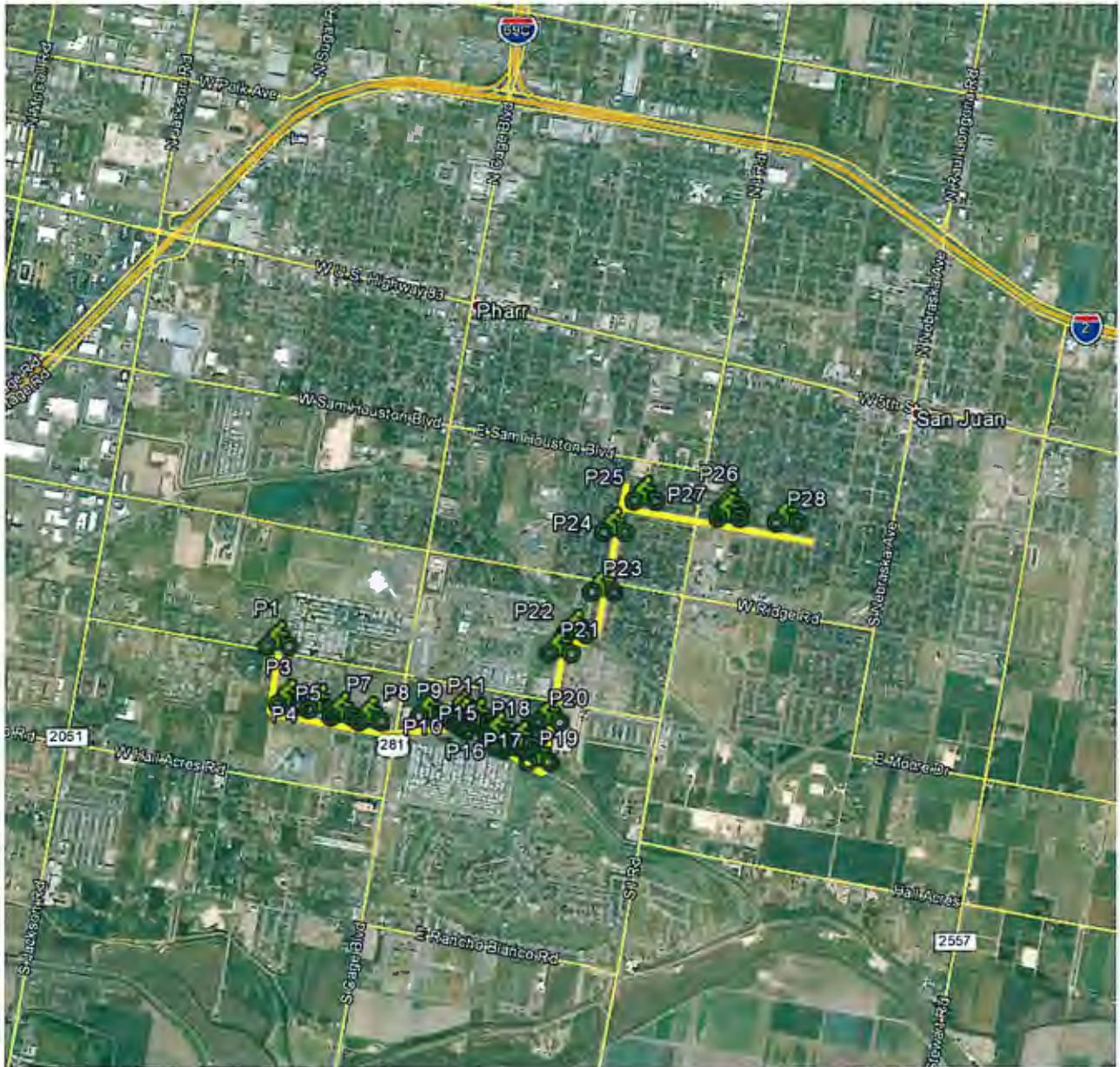
The Pharr-Reynosa International Bridge is one of the most important ports of entry along the United States – Mexico border. The bridge was open to the public on November of 1994, and is now one of the top land ports of entry along the US-Mexico border. The crossing is the longest border crossing in the world with a total length of 7.6 miles, with an average vehicle crossing of 1.4 million per for the year of 2011-2012. The Pharr/Reynosa International Bridge's popularity stems from fast crossing times due to the drive-thru x-ray machines the US Customs Service installed, along with a portable unit. The Pharr/Reynosa International Bridge is expected to be the starting point of the I-69 Corridor (NAFTA Highway). The city of Pharr has an abundant amount of land suited for retail and industrial use, with the city of Pharr planning to spend over \$500,000,000 on infrastructure improvements over the next ten (10) years. \$4,000,000,000 has been planned for transportation improvements over the next twenty (20) years, which includes the proposed Hidalgo County Loop. The southern portion of the Loop project is planned to expand the existing two-lane Military Highway to a four/six-lane road connecting all of the international bridges in southern Hidalgo County.

The market area is described as being located in-between Jackson Road and Nebraska Avenue, south of U.S. Business Highway 83, and north of the Main Floodway in Pharr, Texas. The market area consists mostly of residential developments (i.e. single-family, multi-family, and mobile home or RV Parks), PSJA ISD schools, and commercial developments along Cage Boulevard and I Road. The market area is located within the PSJA (Pharr, San Juan, Alamo) Independent School District, and is serviced by Geraldine Palmer Elementary School, Kelly-Pharr Elementary School, Edith and Ethel Carmen Elementary School, Kennedy Middle School, Jaime Escalante Middle School, Liberty Middle School, Stephen F. Austin Middle School, PSJA Southwest High School, PSJA North High School., and PSJA High School. The major thoroughfares in the area include the following:

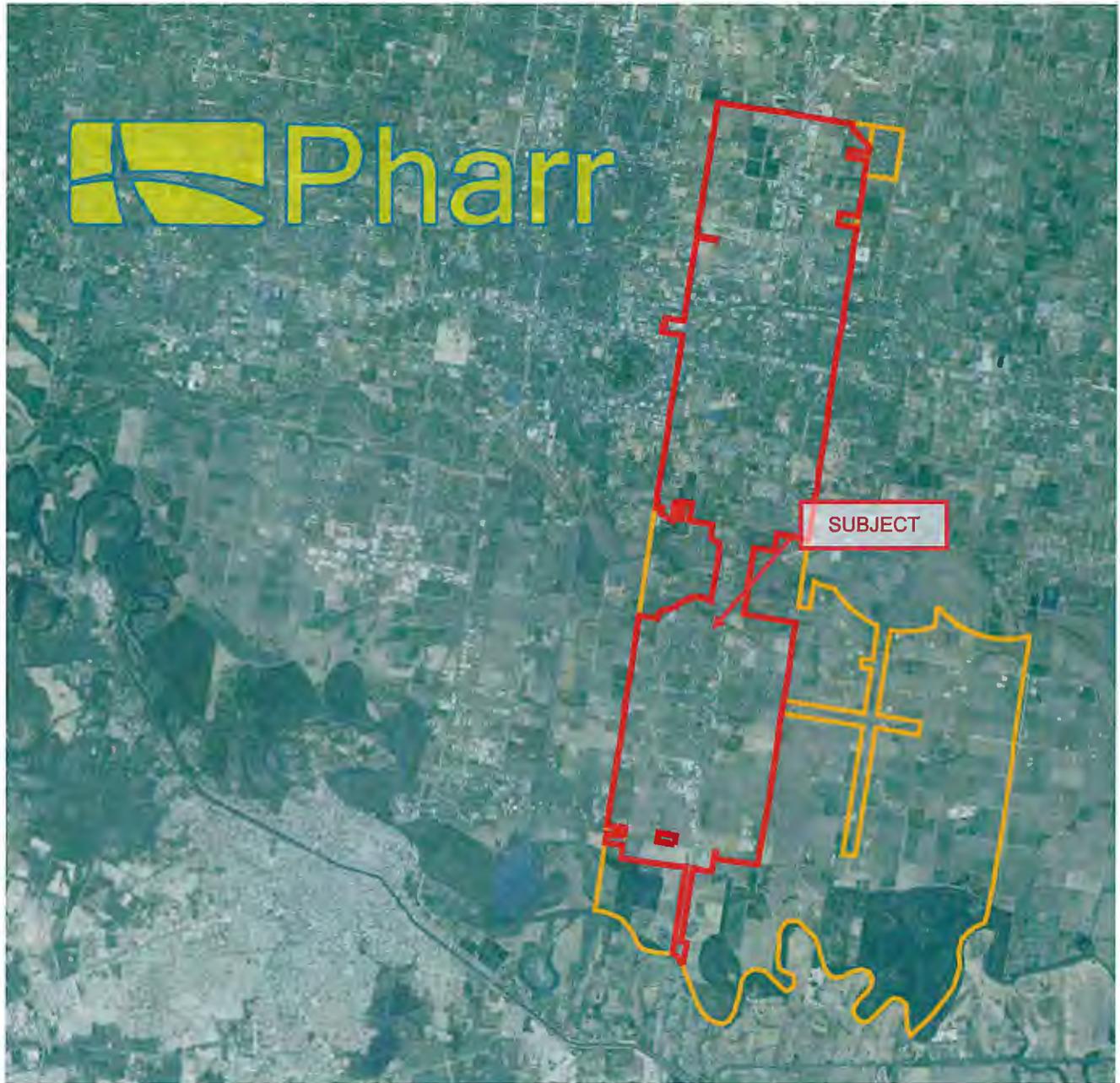
- ❑ Cage Boulevard (U.S. Highway 281), which is a north-to-south highway and is located to the east of the subject property; U.S. Highway 281 is a major highway connecting the Rio Grande Valley with San Antonio and the remainder of the State, as well as the Pharr/Reynosa International Bridge.
- ❑ Interstate 2 (U.S. Highway 83), which is located north of the subject property and is a major east-to-west thoroughfare for the entire Rio Grande Valley, which connects the Rio Grande Valley to Laredo.
- ❑ Military Highway, which is located south of the subject, and is a major east-to-west thoroughfare in the southern part of Hidalgo and Cameron Counties area and connects McAllen to the city of Brownsville.
- ❑ Jackson Road, "I" Road, and Nebraska Avenue (Raul Longoria Road); These three roads are thoroughfares located nearby the subject property and are heavily traveled roads intersecting with Interstate 2 and Military Highway.

LINEAR PARK PROJECT

The following map indicates the scope of the proposed linear park project for which the subject property is being appraised as the park shall follow the existing drainage district canal system maintained by Hidalgo County Drainage District No. 1.



CITY OF PHARR & EXTRATERRITORIAL JURISDICTION

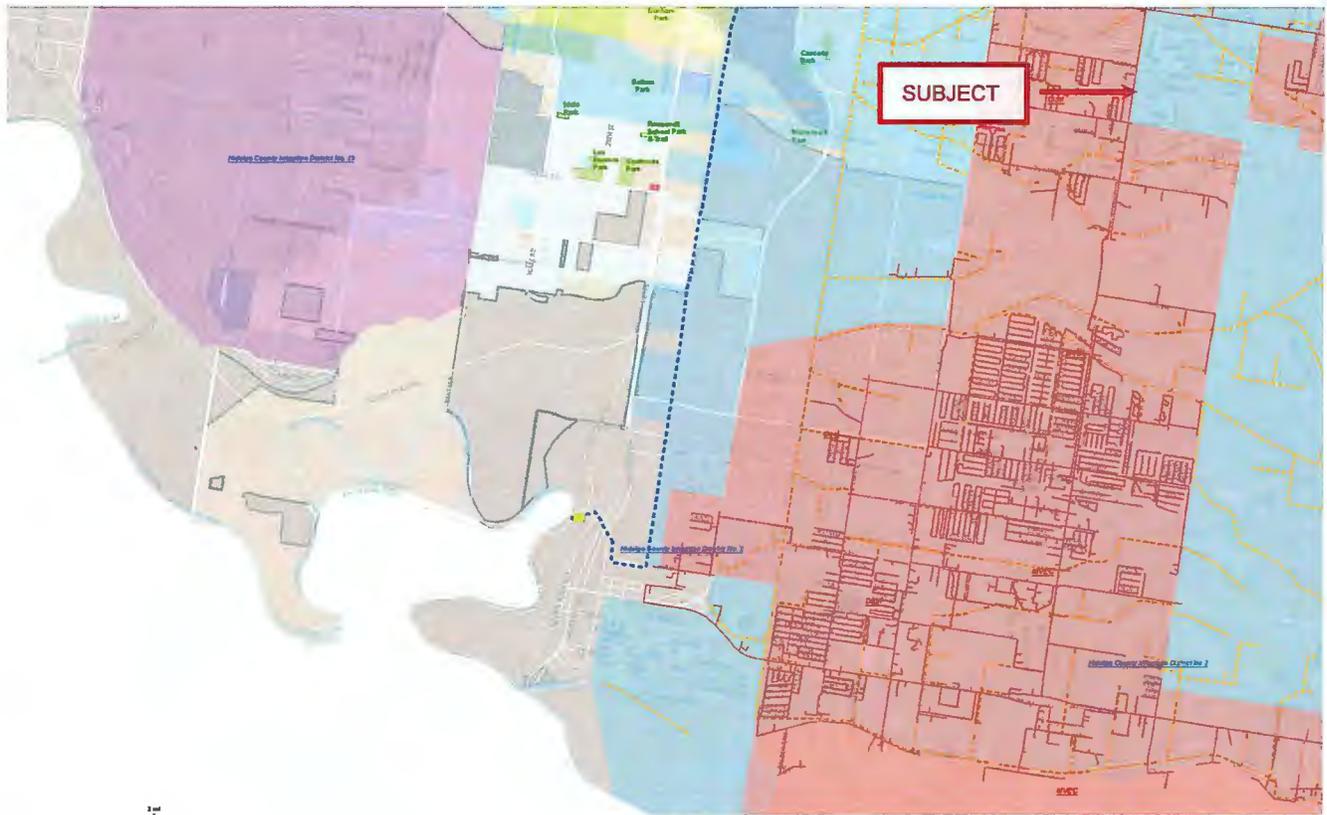


City of Pharr Limits
Extraterritorial Jurisdiction

www.pharr-tx.gov

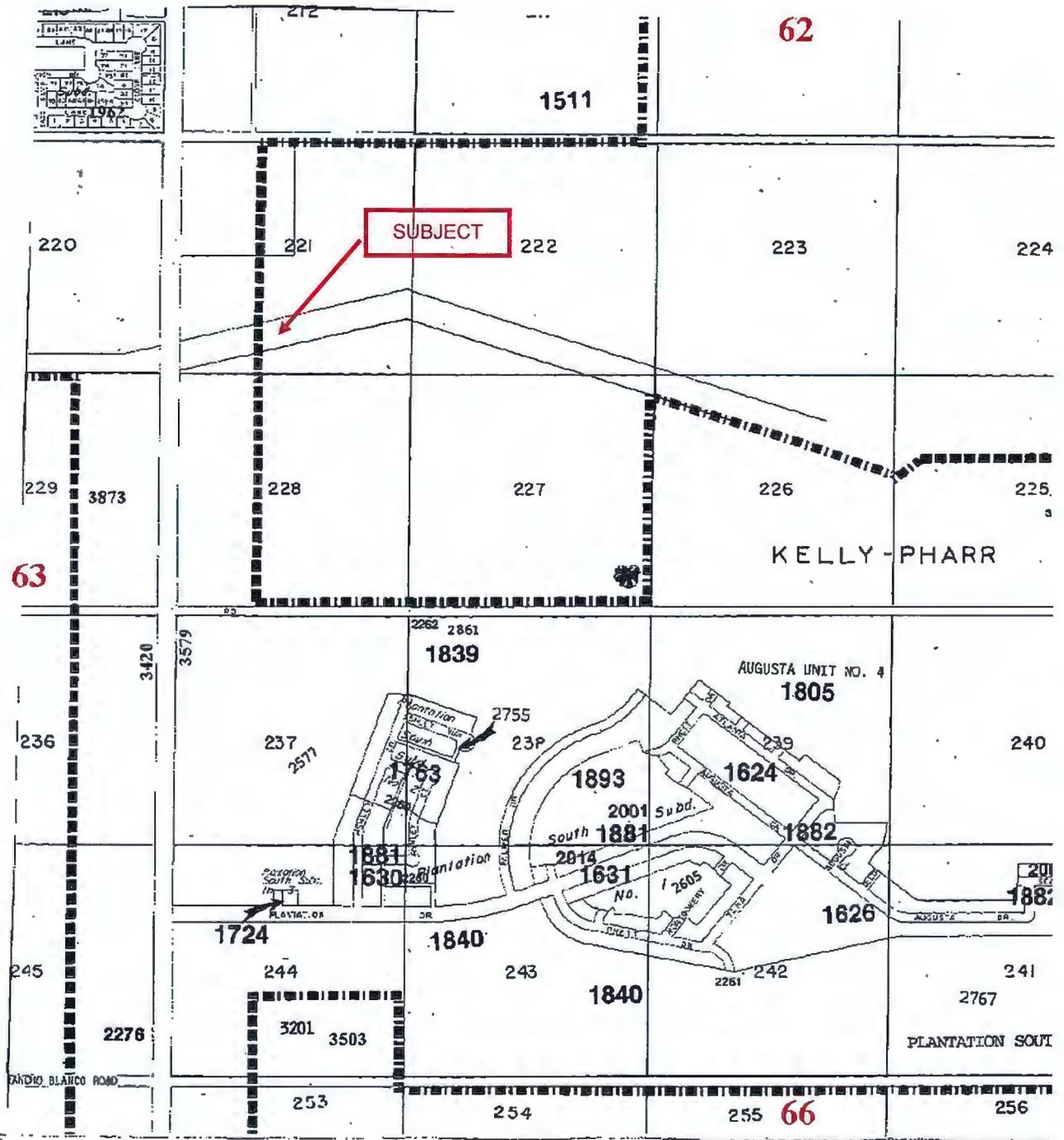
UTILITIES

According to the City of Pharr, the subject area does contain electricity, water and phone service. Other utility or public services in this region include multiple irrigation districts and drainage district, as depicted within the following graphic.



www.Pharr-tx.gov

PLAT MAP OF PARENT TRACT



MUNICIPAL ZONING

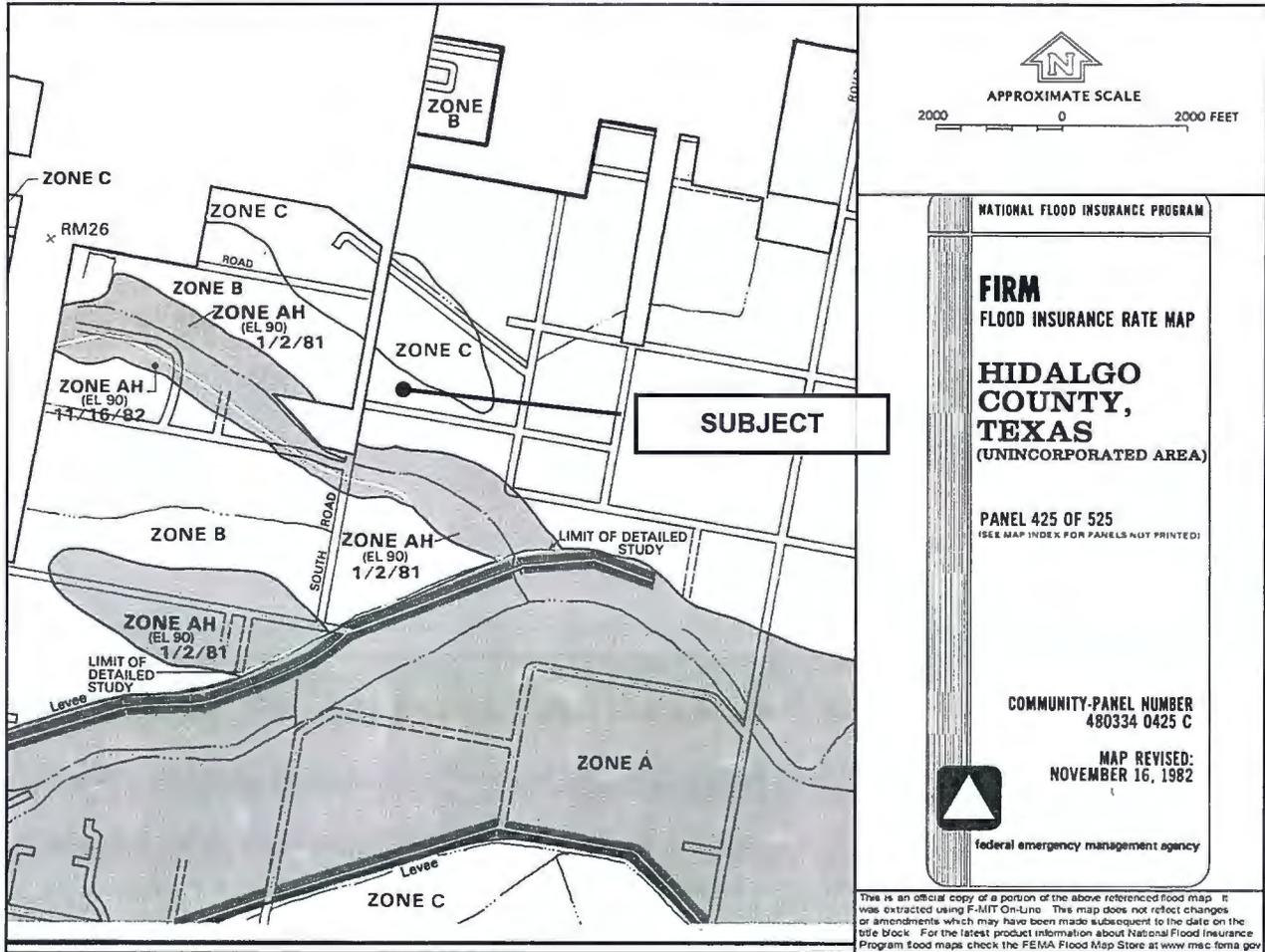
On Thursday, March 10, 2016, this appraiser contacted the City of Pharr Planning and Zoning Department which it was indicated that the property was currently zoned Drainage Easement (DE).



www.Pharr-tx.gov

FEMA FLOOD MAP

FEMA MAP No. _____ 480334025C
FLOOD ZONE DESIGNATION* _____ Zone B



Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

<http://www.fema.gov/flood-zones>

During the physical inspection of the subject property, it has been determined that the subject property sits in a Levee area and is considered a low-lying area prone to severe flooding situations. The probability increases due to our location within the Lower Rio Grande Valley, which is susceptible to hurricanes deriving from the Gulf of Mexico, which can create an adverse amount of rainfall within a small period of time resulting in flash flooding. In reviewing the flood map designated for the market area, it was indicated that the subject property is not located within a flood prone area.

PROPERTY TAX AND ASSESSMENT

Property tax information on this parcel could not be identified based on the Title Information provided. Since the subject area is currently encumbered with an existing drainage canal system, the Hidalgo County Appraisal District may not have an associated tax identification card associated with the property since the canal is owned and maintained by a taxing authority with the City of Pharr as the owner of the encumbered fee. The nearest tax identification card associated with the parent tract reflects Jose and Amanda Carpio, 5213 Connie St, Pharr, Texas 78577

HIGHEST & BEST USE

The highest and best use is defined as "The reasonably probable and legal use of vacant land / or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity".

The Dictionary of Real Estate Appraisal. 5TH Edition Chicago: Appraisal Institute, 2010

The subject is part of a large network of drainage canals throughout Hidalgo County. Based on their existing use and future use, the overall highest and best use shall continue to be for public use. The Drainage District easement is restrictive in the overall use of the property by the underlying fee owner. However, the overall analysis of the part to be acquired required the appraiser to analyze the subject in an economic unit typically found in the immediate market area to determine the market value of the fee land (unencumbered). This economic unit shall be selected based on a single family residential development highest and best use.

DEFINITION OF MARKET VALUE

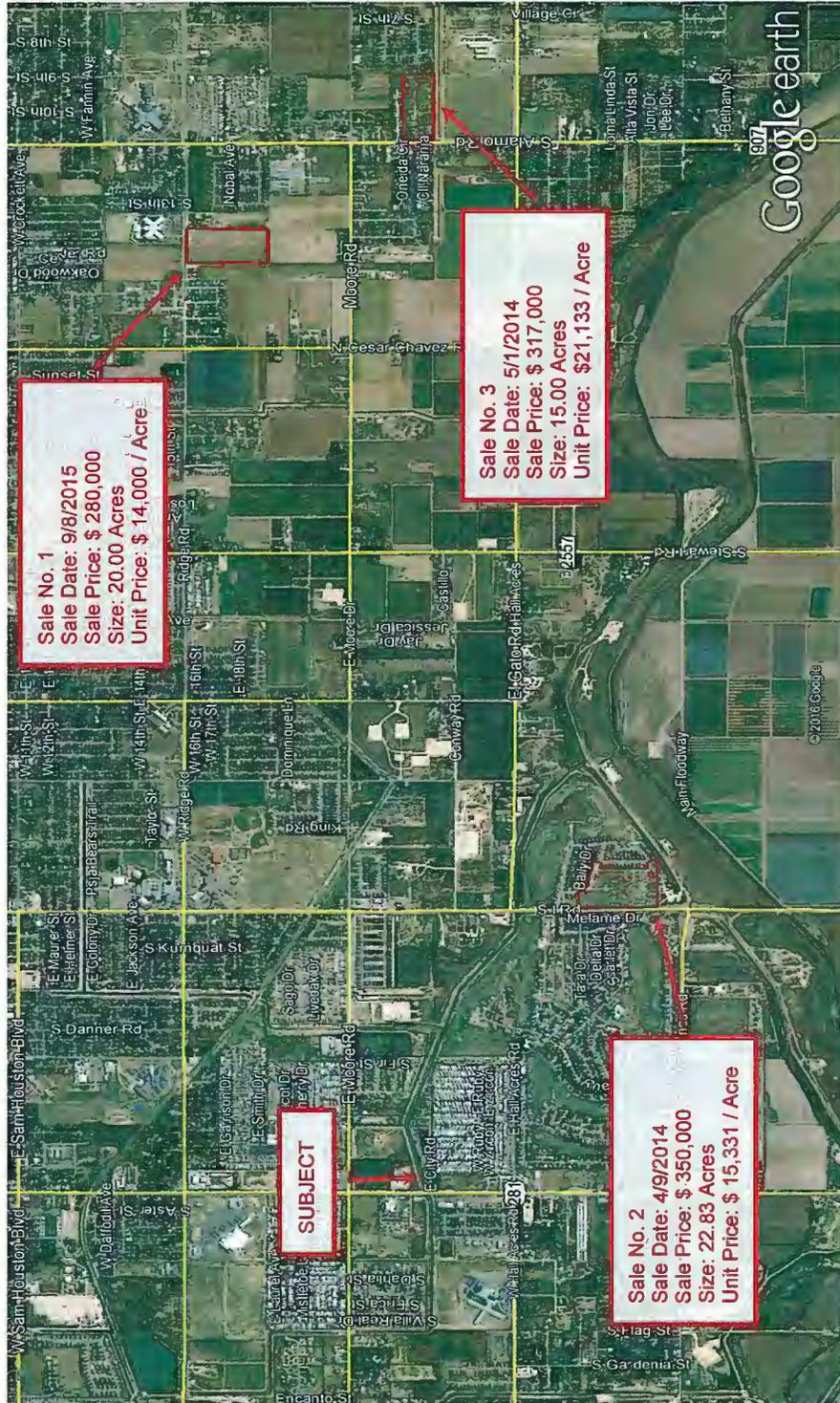
Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

- Buyer and Seller are typically motivated.
- Both parties are well informed or well advised, and each-acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from <http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#§%2034.42%20Definitions>.

COMPARABLE LAND SALES

The following sales were derived from a multitude of sources of which include the a local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area; however, if all information cannot be verified as per date of the report they may only be mentioned, but not heavily weighted in the overall analysis of the subject property.



SALE No. 1



Property Identification

Sales Record ID 2599
Property Type Agricultural
Address East Ridge Road, Alamo, Hidalgo County, TX, 78516

Recording Data

Grantor Shell Gulf of Mexico Inc., a Delaware corporation
Grantee Arturo Cortez
Sale Date September 08, 2015

Terms & Conditions

Verification MLS: A147477S
Tax ID A1800-00-032-0010-00

Land Size 20.000 Acres or 871,200 SF
Sale Price \$280,000
Unit Price \$14,000 / Acre

Topography Level
Utilities Public Water Available
Frontage Ridge Road
Improvements None / Vacant

Legal

The West 20 acres of the East 30 acres of Lot 10, Block 32 Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.

SALE No. 2



Property Identification

Sales Record ID 1471
Property Type Residential Single Family
Address South I Road, San Juan, Hidalgo County, TX, 78589

Recording Data 2504073
Grantor Plains Capital Bank
Grantee Cuva Construction, LLC.
Sale Date April 09, 2014
Terms & Conditions
Verification MLS: A156454S
Tax ID J5700-00-014-0001-10

Land Size 22.830 Acres or 994,475 SF
Sale Price \$350,000
Unit Price \$15,331 / Acre

Topography Level
Utilities Public Water, Sewer
Frontage South "I" Road
Improvements None / Vacant

Legal

A tract of land containing 21.68 acres tract situated in the City of Pharr, Hidalgo County, Texas, and being a portion of Lot 1, Block 14, John Closer Et Al Subdivision.

SALE No. 3



Property Identification

Sales Record ID 2760
Property Type Agricultural
Address South Alamo Road, Alamo, Hidalgo County, TX, 78516

Recording Data

Grantor Universal Truckers, Inc.
Grantee JPO Enterprises, Inc.
Sale Date May 01, 2014

Terms & Conditions

Verification MLS: C168522S
Tax ID A1800-00-028-0004-00

Land Size 15.000 Acres or 653,400 SF
Sale Price \$317,000
Unit Price \$21,133 / Acre

Topography Level
Utilities Electric, Public Water, Telephone
Frontage South Alamo Road
Improvements None / Vacant

Legal

The 15.00 acre tract of land being the South 15.00 acres of Lot 4, Block 28, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas.

LAND SALES ANALYSIS

VALUATION GRID		REPRESENTATIVE COMPARABLE SALES					
Subject		Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	L. W. Shaffer and wife, Adah Shaffer	Shell Gulf of Mexico Inc.		Plains Capital Bank		Universal Truckers Inc.	
Grantee	City of Pharr	Arturo Cortez		Cuva Construction LLC		JPO Enterprises Inc.	
Date		Sept. 8, 2015		April 9, 2014		May 1, 2014	
Sales Price	\$ -	\$ 280,000		\$ 350,000		\$ 317,000	
Unit Price		\$ 14,000 / Acre		\$ 15,331 / Acre		\$ 21,133 / Acre	
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Superior	-15%	Superior	-10%	Similar	-10%
Physical Characteristics	Rectangular / Economic Unit	Similar	0%	Similar	0%	Similar	0%
Topography	Level	Similar	0%	Similar	0%	Similar	0%
Available Utilities	All Municipal Utilities Available in Area	Similar	0%	Similar	0%	Similar	0%
Economic Unit	10.00 Acres	20.00	5%	22.83	5%	15.00	0%
	Net Adjustment	\$ (1,400) -10%		\$ (767) -5%		\$ (2,113) -10%	
	Indicated Unit Value	\$ 12,600 / Acre		\$ 14,564 / Acre		\$ 19,020 / Acre	
Unit Value of Fee Simple Area						\$ 18,500 / Acre	
Unit Value of Drainage Easement @ 90% of Fee Value						\$ 16,650 / Acre	
Unit Value of Encumbered Fee @ 10% of Fee Value						\$ 1,850 / Acre	
Value of Encumberd Fee		4.7984 Acre				\$ 8,877 / Acre	

During the analysis of the acquisition area, the value for the subject property as a whole and / or economic unit was determined utilizing the direct Sales Comparison Approach to Value as if Vacant. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market was searched for comparable land sales that are most similar to the subject property. Each of these sales utilized were indicated to be indicative of the market for the subject and therefore are reliable for the determination of the unit value of said tract of land. These sales were verified through various sources of which include, the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and / or Grantees, Appraisers and local Realtors. The land comparables were reviewed for similarity on several factors including but not limited to: Financing Terms, Market Conditions at Time of Sale, Available Utilities, Zoning, Road Access, Site Utility and Size of Tract.

PART TO BE ACQUIRED

The part to be acquired consists of a tract 165' foot x 1,287.05' tract of land out of Lot 221 of the Kelly-Pharr Subdivision with a total land area of 209,020 square feet or 4.7984 acres. This land is located along the northern boundary of Kelly-Pharr Subdivision. Utilities are located within the area and to the neighboring subdivision. The part to be acquired is currently being utilized for an existing drainage canal system that is in operation for said purpose. The area to be acquired shall continue for such purpose and may include other public use. The part to be acquired does not constitute an economic unit upon it-self and therefore for shall be valued as a pro-rata part of a selected economic unit for purposes of determining market value of the acquisition area.

The acquisition area is currently encumbered with an easement in the name of Hidalgo County Drainage District No. 1. The purpose of this acquisition is to acquire the underlying fee from the grantor of the easement and or the current owner of the underlying fee simple area as defined by title research provided. The easement area may be utilized for expanding existing drainage and or for other public use as deemed appropriate by the Hidalgo County Drainage District No. 1. Since the acquisition area is encumbered by an open drainage ditch / canal system, the majority of the bundles of rights to the fee simple estate have been acquired for purposes of the existing easement. Since the majority of rights have already been acquired and the limited existing use to the underlying fee is restricted by the existing easement, a discount to the fee simple market value is required. Therefore, the part to be acquired shall be valued at 10% of fee simple market value.

SURVEY

November 30, 2015
Revised December 11, 2015
Parcel 8
1 of 4 Pages

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 8

Being a 209,020 square foot or 4.7984 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 221, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement, as recorded in Volume 1026, Page 221, of the Deed Records, Hidalgo County, Texas, said 209,020 square foot or 4.7984 acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southeast corner of said Lot 221, for the Northeast corner of Lot 228, said Kelly-Pharr Subdivision;

Thence with the East line of said Lot 221, North 08° 32' 07" East a distance of 303.00 feet to a 5/8" iron pin (N=16,587,994.6574, E=1,087,922.4032) with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northeast corner of a called 4.06 acre tract of land, as described in Document Number 2552109, of the Official Records, Hidalgo County, Texas, and **Point of Beginning** of this herein described tract of land;

1. **Thence** with the North line of said called 4.06 acre tract of land and the South line of said Hidalgo County Drainage District No. 1 Right of Way easement, North 63°58'50" West a distance of 25.49 feet to a 1/2" iron pin found for an interior corner of this herein described tract of land;
2. **Thence** continuing with the North line of said called 4.06 acre tract of land and the South line of said Hidalgo County Drainage District No.1 Right of Way easement, South 85°02'08" West a distance of 1,281.08 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East Right of Way line of Cage Boulevard (100' Right of Way), for the Southwest corner of this herein described tract of land;
3. **Thence** with the East Right of Way line of Cage Boulevard, the West line of said Hidalgo County Drainage District No.1 Right of Way Easement, North 08°32'07" East a distance of 165.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northwest corner of this herein described tract of land;
4. **Thence** departing the East Right of Way line of Cage Boulevard, with the North Right of Way line of said Hidalgo County Drainage District No. 1 Right of Way Easement, North 85°02'07" East a distance of 1,287.05 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP.COR." set for corner;

5. **Thence, South 63°58'50" East a distance of 19.41 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the East line of said Lot 221, for the Northeast corner of this herein described tract of land;**
6. **Thence with the East line of said Lot 221, South 08°32'07" West a distance of 167.75 feet to the Point of Beginning, and being a 209,020 square foot or 4.7984 acre tract of land.**

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

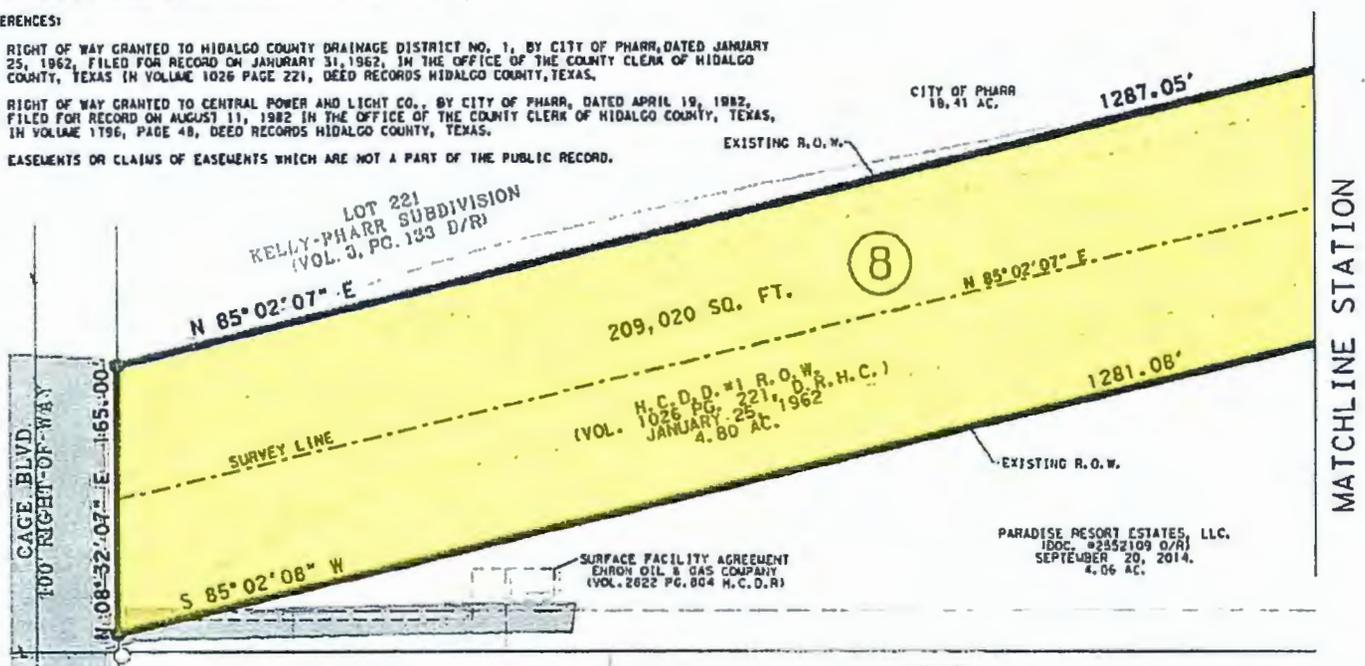
 12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
 2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
- REFERENCES:**
1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY CITY OF PHARR, DATED JANUARY 25, 1962, FILED FOR RECORD ON JANUARY 31, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS (H VOLUME 1026 PAGE 221, DEED RECORDS HIDALGO COUNTY, TEXAS).
 2. RIGHT OF WAY GRANTED TO CENTRAL POWER AND LIGHT CO., BY CITY OF PHARR, DATED APRIL 19, 1982, FILED FOR RECORD ON AUGUST 11, 1982 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, IN VOLUME 1796, PAGE 48, DEED RECORDS HIDALGO COUNTY, TEXAS.
 3. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.



ENRON OIL & GAS COMPANY
 (VOL. 2822 PG. 801 D.R.H.C.)
 SEPTEMBER 5, 1989
 0.120 AC. EASEMENT

SURFACE FACILITY AGREEMENT
 ENRON OIL & GAS COMPANY
 (VOL. 2622 PG. 804 H.C.D.R.)

PARADISE RESORT ESTATES, LLC.
 IDOC #2552109 D/R)
 SEPTEMBER 20, 2014.
 4.06 AC.

LOT 228
 KELLY-PHARR SUBDIVISION
 (VOL. 3, PG. 133 D/R)

METES & BOUNDS DESCRIPTION
 ACCOMPANIES THIS HEREIN
 SURVEY EXHIBIT

Kurt Schumacher
 KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015



**PLAT OF SURVEY
 PARCEL 8
 FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
 HIDALGO COUNTY**

**A 209,020 SQ. FT. (4.7984)
 TRACT OF LAND SITUATED IN LOT 221
 KELLY-PHARR SUBDIVISION**

**EXHIBIT A
 PAGE 3 OF 4**

TITLE COMMITMENT:
 CHICAGO TITLE INSURANCE
 COMPANY
 PROPOSED INSURED/BORROWER:
 HIDALGO COUNTY
 OWNER: CITY OF PHARR
 GF No.: 0003162564
 EFFECTIVE DATE:
 OCTOBER 20, 2015

**RIGHT OF WAY SKETCH
 SHOWING PROPERTY OF
 PARCEL 8
 PCT. 2 REGIONAL LINEAR PARK PROJECT,
 HIDALGO COUNTY**

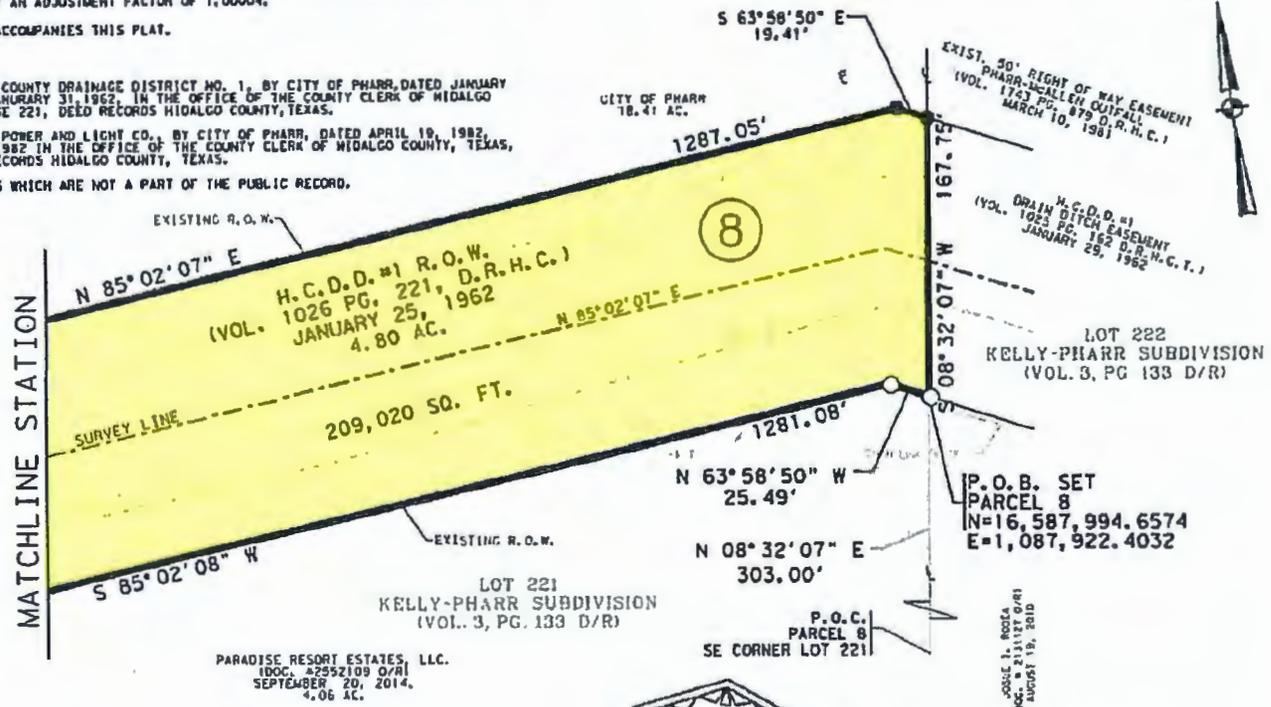
ROW SURVEYING SERVICES, LLC.
 900 S. STEWART RD., SUITE 13
 WAXAHACH, TEXAS 75167
 TEL: (940) 542-7172
 FAX: (940) 542-7172

LEGEND:

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
 - A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
- REFERENCES:
- RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY CITY OF PHARR, DATED JANUARY 25, 1962, FILED FOR RECORD ON JANUARY 31, 1962, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026 PAGE 221, DEED RECORDS HIDALGO COUNTY, TEXAS.
 - RIGHT OF WAY GRANTED TO CENTRAL POWER AND LIGHT CO., BY CITY OF PHARR, DATED APRIL 19, 1982, FILED FOR RECORD ON AUGUST 11, 1982 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, IN VOLUME 1796, PAGE 46, DEED RECORDS HIDALGO COUNTY, TEXAS.
 - EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.



LEGENDS

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED

- PT
- R.O.W.
- P.O.C.
- P.O.B.
- H.C.D.R.
- H.C.M.R.
- H.C.O.R.
-
-

PLAT OF SURVEY
 PARCEL 8
 FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
 HIDALGO COUNTY

A 209,020 SQ. FT. (4.7984)
 TRACT OF LAND SITUATED IN LOTS 221
 KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 4 OF 4



METES & BOUNDS DESCRIPTION
 ACCOMPANIES THIS HEREIN
 SURVEY EXHIBIT

Kurt Schumacher
 KURT SCHUMACHER, R.P.L.S. #6333
 DATE: REVISED DECEMBER 11, 2015

RIGHT OF WAY SKETCH

SHOWING PROPERTY OF
 PARCEL 8
 PCT. 2 REGIONAL LINEAR PARK PROJECT,
 HIDALGO COUNTY



TITLE REPORT – SCHEDULE A

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

P8

Effective Date: October 20, 2015

GF No.: 0003162564

Commitment No. 0003162564, issued October 30, 2015, 12:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:
PROPOSED INSURED:

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$0.00
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$0.00
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

City of Pharr

4. Legal description of land:

Being a 209,020 square foot or 4.7984 acre tract of land situated in Lot 221, Kell-Pharr Subdivisoin as recoded in volume 3 page 133, of the Deed rEcords, Hidalgo Coutny, Texas, being a part of Hidalgo county Drain District #1 right of way as recorded in Volume 1026 page 221, dated January 25, 1962, of the Deed records, Hidalgo county, Texas, conveyed to the City of Pharr, as described in Volume 593 page 317 and Volume 619 Page 67 deed records Hidalgo county, Texas, being more fully described in metes and bounds as shown on exhibit attached hereto:

AERIAL MAP
ACQUISITION AREA HIGHLIGHTED IN YELLOW



PHOTOGRAPHS



Photo 1

An eastern view of the subject area along the eastern boundary of South Cage Boulevard.



Photo 2

A northeastern view of the subject area along the eastern boundary of South Cage Boulevard.



Photo 3

Street view of South Cage Boulevard. The subject property is on the right side in this photo.



Photo 4

Street view of South Cage Boulevard. The subject property is on the left side in this photo.

REMAINDER BEFORE & AFTER ACQUISITION

The remainder before and after the proposed acquisition shall continue to be for public use. The proposed plan for the area of acquisition is for either expansion of the existing drainage system and or for a linear park for use by the public. The development of said park shall be performed by Hidalgo County Precinct No. 2 under the direction of the Honorable County Commissioner, Eduardo "Eddie" Cantu.

DIMINUTION OF MARKET VALUE

The diminution of market value refers to the damages assessed due to the part to be acquired. Based on the area to be acquired, the remainder shall not be affected in an adverse way affecting market value; therefore, no diminution of market value is indicated.

COST TO CURE

The Cost to Cure refers to the additional compensation required to replace site and or structural improvements to the remainder after in the event the depreciated cost is below replacement cost. However, since no improvements are indicated for the subject and the report is prepared under the hypothetical condition as vacant, no cost to cure is required.

RECONCILIATION OF VALUE:

Based on the analysis of the subject property on the date of inspection, and the facts presented within this report, it is the opinion that as of March 10, 2016, the estimate of total compensation for the part to be acquired is indicated to be \$8,877.

CERTIFICATION

I, Leonel Garza III, certify that, to the best of my knowledge and beliefs that the statement of fact contained within the report are true and correct and include the following:

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person(s) signing the certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

Leonel Garza, Jr. & Associates, LLC has not performed an appraisal on the subject property within the last (3) three years.



Leonel Garza III
TX – 1328375-Genera

QUALIFICATION OF APPRAISER

Leonel Garza Jr. & Associates, LLC, provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

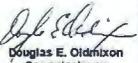
The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Education & Licensure

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science)

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181

Texas Appraiser Licensing and Certification Board P.O. Box 12188 Austin, Texas 78711-2188 Certified General Real Estate Appraiser		
Number:	TX 1328375 G	
Issued:	12/31/2014	Expires: 12/31/2016
Appraiser:	LEONEL GARZA III	
<small>Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.</small>		
		 <small>Douglas E. Oldmixon Commissioner</small>

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-Way Association (IRWA) (Member # 7899430)

Public Service

McAllen Planning and Zoning Board (Former Member / Chairman)

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

McAllen Traffic Commission Board (Former Member & Vice Chairman)

Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

McAllen Ambulance Advisory Committee (Former Member & Vice Chairman)

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals (Former Member)

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Former Member)

Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.



MEMORANDUM

DATE: MONDAY, MAY 02, 2016

TO: MAYOR AND CITY COMMISSION

FROM: JUAN GUERRA, CITY MANAGER

THROUGH: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES 

SUBJECT: NEGOTIATIONS TO SELL PROPERTY TO HIDALGO COUNTY DRAINAGE DISTRICT #1 FOR THE HIDALGO COUNTY LINEAR PARK PROJECT.

ISSUE: Consideration and action, if any, for the City Manager to negotiate the sale of the property that is physically described as being 18,357 square feet or 0.4214 acre tract of land out of Lot 223, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas, for the Hidalgo County Linear Park Project.

FINANCIAL
CONSIDERATION: \$0.00

STAFF
RECOMMENDATION: Staff is recommending approval to negotiate the sale of the property that is physically described as being 18,357 square feet or 0.4214 acre tract of land out of Lot 223, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. This will include a reverter clause which will state: In the event the Improvements are not completed within 10 years, the Property shall revert to and thereafter become fee simple real estate owned by the City of Pharr.



**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

Date: 4/19/2016

County: Hidalgo
Federal Project No.: N/A

Parcel: 18
Project: Hidalgo County Drainage District No. 1
Fee- simply Right of Way project

City of Pharr
c/o Juan G. Guerra City Manager
118 S. Cage
Pharr, Texas 78577

Dear: Mr. Guerra,

In acquiring property for the Hidalgo County Drainage District # 1 of the County of Hidalgo (the "County") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. It will be explained by the County's negotiator, Mr. Jaime Cruz or Mr. Jaime Salinas that a portion of your property located on South Cage Boulevard, 0.23 of a mile south of West Moore Rd, east side, along the drainage canal as described in the enclosed property description, is to be acquired for the fee ownership for the Drainage Ditch in question.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **\$ 780.00** for your property, which includes **\$ 780.00** for the property to be purchased and **\$ 0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County to permit owners who convey voluntarily to the County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the County to acquire the real property by eminent domain.

If you wish to accept the offer based upon this appraisal, please contact Mr. Jaime Cruz or Mr. Jaime Salinas as soon as possible, at **(956) 787-1891**, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County/Department within the 30 day time deadline.*

Visit Hidalgo County Drainage [District No. 1] or the web at www.co.hidalgo.tx.us

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County of Hidalgo. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's/State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "Relocation Assistance" which will inform you of eligibility requirements, payments and services which are available.

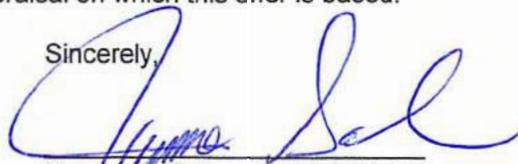
You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the County.

Attached is a copy of the County of Hidalgo/Texas Department of Transportation brochure entitled "Right of Way Purchase" which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact Mr. Lupe Rodriguez or Mr. Jaime Salinas at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County/Department, including the appraisal on which this offer is based.

Sincerely,



Mr. Jaime Salinas Pct # 2 Right
of Way Agent

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 18

Being an 18,357 square foot or 0.4214 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 223, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a City of Pharr Tract of land, as described in Document Number 22437, of the Official Records, Hidalgo County, Texas, and being all of a called 0.22 of an acre Hidalgo County Drainage District No. 1 Right of Way easement, as described in Volume 1026, Page 624, of the Deed Records, Hidalgo County, Texas, and being all of a McAllen-Pharr Outfall Easement, as described in Volume 1725, Page 959 of the Deed Records, Hidalgo County, Texas, said 18,357 square foot or 0.4214 of an acre tract being more particularly described by metes and bounds as follows;

Commencing at the Northwest corner of said Lot 223, Kelly-Pharr Subdivision;

Thence with the West line of said Lot 223, South 08°32'07" West a distance of 1,212.62 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16,587,605.2896, E=1,089,198.7495) set for the North corner of said McAllen-Pharr Outfall Easement, for the North corner and **Point of Beginning** of this herein described tract of land;

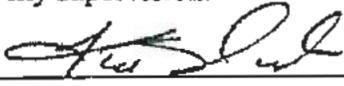
1. **Thence** departing the West line of said Lot 223, across and through said City of Pharr tract of land, with the Northeasterly line of said McAllen-Pharr Outfall Easement, South 64°01'44" East a distance of 358.37 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the South line of said Lot 223, for the East corner of this herein described tract of land;
2. **Thence** with the South line of said Lot 223, the South line of said City of Pharr tract of land, North 81°27'53" West a distance of 341.90 feet to the West line of said Lot 223, for the Southwest corner of said Hidalgo County Drainage District No. 1 Right of Way easement and this herein described tract of land;

3. Thence with the West line of said Lot 223, North 08°32'07" East a distance of 107.38 feet to the Point of Beginning, and being a 18,357 square foot or 0.4214 of an acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333



LOT 222
KELLY-PHARR
SUBDIVISION
(VOL. 3, PG. 133 D/R)

P.O.C.
PARCEL 18
NW CORNER
LOT 223

LOT 223
KELLY-PHARR SUBDIVISION
(VOL. 3, PG. 133 D/R)

P.O.B.
PARCEL 18
N=16,587,499.2896
E=1,089,198.7495

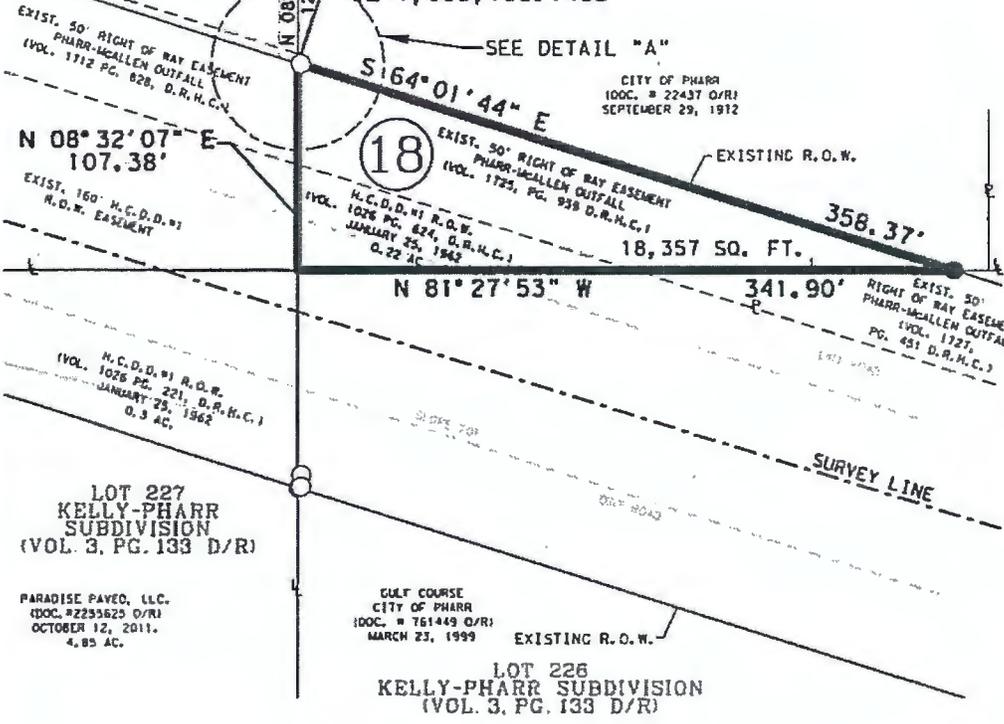


SCALE 1"=100'

LEGEND:

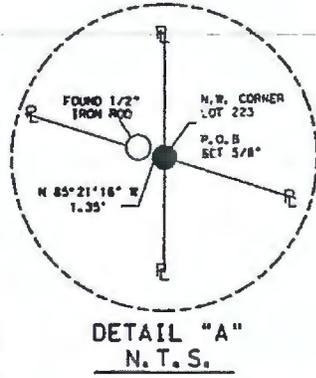
- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED

- R.O.W.
- P.O.C.
- P.O.B.
- H.C.D.R.
- H.C.M.R.
- H.C.O.R.



- NOTES:**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.000004.
 - A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

- REFERENCES:**
- RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY RODERIC B. THOMAS AND WIFE, DATED JANUARY 25, 1962, FILED FOR RECORD ON FEBRUARY 5, 1962 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026, PAGE 624, DEED RECORDS HIDALGO COUNTY, TEXAS.
 - RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY CITY OF PHARR, DATED MAY 19, 1981 FILED FOR RECORD ON MAY 22, 1981 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1725, PAGE 959, DEED RECORDS HIDALGO COUNTY, TEXAS.
 - EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.



METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

Kurt Schumacher
KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

**PLAT OF SURVEY
PARCEL 18
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY**

A 18,357 SQ. FT. (0.4214 AC.)
TRACT OF LAND SITUATED IN LOT 223
KELLY-PHARR SUBDIVISION

EXHIBIT A
PAGE 3 OF 3

TITLE COMMITMENT:
CHICAGO TITLE INSURANCE
COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: CITY OF PHARR
GF No.: 0003162533
EFFECTIVE DATE:
OCTOBER 21, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 18
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 112
MISSION, TEXAS 78572
TEL: (826) 585-1172

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.

General Warranty Deed

Parcel No. 18

Date: 4/19/2016

Grantor: City of Pharr

Grantor's Mailing Address:

118 S. Cage
Pharr, Tx 78577

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

902 N. Doolittle Rd.
Edinburg, Tx 78542

Consideration:

The sum of Seven Hundred and Eighty and no/100 Dollars (\$ 780.00) 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 (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

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, for the Consideration and subject to 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 any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors 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 as to the Exceptions to Conveyance and Warranty.

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

Grantor:

City of Pharr

By: _____

Juan G. Guerra (City Manager)

Corporate Acknowledgment

State of Texas

County of Hidalgo

This instrument was acknowledged before me on _____

By: Juan G. Guerra, City Manager of the City of Pharr, a governmental entity on behalf of said entity.

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

Parcel No. 18

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 18

Being an 18,357 square foot or 0.4214 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 223, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a City of Pharr Tract of land, as described in Document Number 22437, of the Official Records, Hidalgo County, Texas, and being all of a called 0.22 of an acre Hidalgo County Drainage District No. 1 Right of Way easement, as described in Volume 1026, Page 624, of the Deed Records, Hidalgo County, Texas, and being all of a McAllen-Pharr Outfall Easement, as described in Volume 1725, Page 959 of the Deed Records, Hidalgo County, Texas, said 18,357 square foot or 0.4214 of an acre tract being more particularly described by metes and bounds as follows;

Commencing at the Northwest corner of said Lot 223, Kelly-Pharr Subdivision;

Thence with the West line of said Lot 223, South 08°32'07" West a distance of 1,212.62 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16,587,605.2896, E=1,089,198.7495) set for the North corner of said McAllen-Pharr Outfall Easement, for the North corner and **Point of Beginning** of this herein described tract of land;

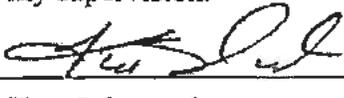
1. **Thence** departing the West line of said Lot 223, across and through said City of Pharr tract of land, with the Northeasterly line of said McAllen-Pharr Outfall Easement, South 64°01'44" East a distance of 358.37 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the South line of said Lot 223, for the East corner of this herein described tract of land;
2. **Thence** with the South line of said Lot 223, the South line of said City of Pharr tract of land, North 81°27'53" West a distance of 341.90 feet to the West line of said Lot 223, for the Southwest corner of said Hidalgo County Drainage District No. 1 Right of Way easement and this herein described tract of land;

3. Thence with the West line of said Lot 223, North 08°32'07" East a distance of 107.38 feet to the **Point of Beginning**, and being a 18,357 square foot or 0.4214 of an acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333



LOT 222
KELLY-PHARR
SUBDIVISION
(VOL. 3, PG. 133 D/R)

P. O. C.
PARCEL 18
NW CORNER
LOT 223

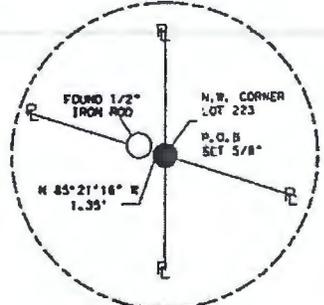
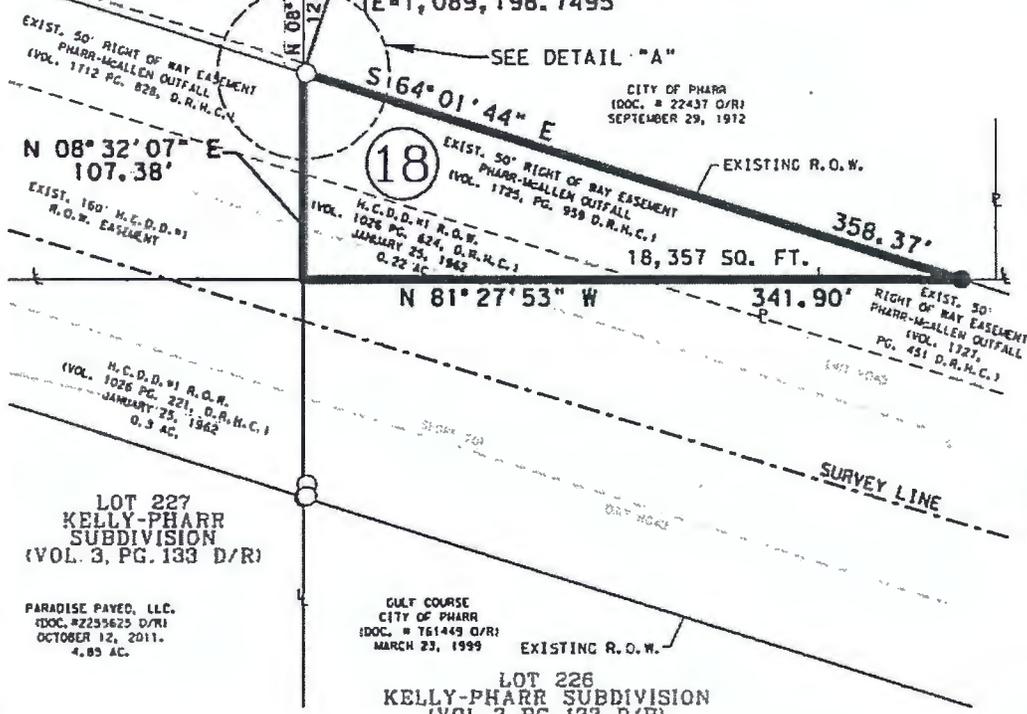
LOT 223
KELLY-PHARR SUBDIVISION
(VOL. 3, PG. 133 D/R)

P. O. B.
PARCEL 18
N=16,587,499.2896
E=1,089,198.7495



LEGEND

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED



DETAIL "A"
N. T. S.

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY RODERIC B. THOMAS AND WIFE, DATED JANUARY 25, 1962, FILED FOR RECORD ON FEBRUARY 8, 1962 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026, PAGE 624, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY CITY OF PHARR, DATED MAY 19, 1981 FILED FOR RECORD ON MAY 22, 1981 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1725, PAGE 959, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.

METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

Kurt Schumacher

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

PLAT OF SURVEY
PARCEL 18
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

A 18,357 SQ. FT. (0.4214 AC.)
TRACT OF LAND SITUATED IN LOT 223
KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 3 OF 3

TITLE COMMITMENT:
CHICAGO TITLE INSURANCE
COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: CITY OF PHARR
GF No.: 0003162533
EFFECTIVE DATE:
OCTOBER 21, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 18
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 J. STEWART RD., SUITE 113
MISSION, TEXAS 78572
TEL: (361) 424-7373
FAX: (361) 585-1118

TOP'S REG. FIRM# 10193886

Linear Park Project
Parcel 18

Leonel Garza Jr & Associates LLC
Real Estate Appraisal Services

Project: Precinct No. 2 Linear Regional Park Project
Owner of Record: City of Pharr
Date of Appraisal: March 11, 2016

Hidalgo County Drainage District No. 1
C/o: Raul Sesin, Director
902 N. Doolittle Road, Edinburg, Texas 78542



TABLE OF CONTENTS

APPRAISAL SUMMARY	3
PURPOSE OF THE ASSIGNMENT	4
CLIENT AND INTENDED USER	4
INTENDED USE	4
SCOPE OF ASSIGNMENT	4
PROPERTY RIGHTS APPRAISED	5
PARTIAL ACQUISITION METHODOLOGY	5
JURISDICTIONAL EXCEPTION RULE	5
ENVIRONMENTAL STATEMENT	5
ACCESSIBILITY OF SUBJECT	6
DATE OF REPORT	6
DATE OF VALUE	6
ASSUMPTIONS & LIMITING CONDITIONS	7
MARKET ANALYSIS	10
LINEAR PARK PROJECT	11
PHARR CITY LIMITS AND EXTRATERRITORIAL JURISDICTION	12
PLAT MAP OF PARENT TRACT	14
MUNICIPAL ZONING	15
FEMA FLOOD MAP	16
PROPERTY TAX AND ASSESSMENT	17
HIGHEST & BEST USE	18
DEFINITION OF MARKET VALUE	18
COMPARABLE LAND SALES	19
SALE No. 1	20
SALE No. 2	21
SALE No. 3	22
LAND SALES ANALYSIS	23
PART TO BE ACQUIRED	24
SURVEY	25
TITLE REPORT – SCHEDULE A	28
PHOTOGRAPHS	30
REMAINDER BEFORE & AFTER ACQUISITION	31
DIMINUTION OF MARKET VALUE	31
COST TO CURE	31
CERTIFICATION	32
QUALIFICATION OF APPRAISER	33

Leonel Garza Jr. & Associates
Real Estate Appraisal Services

March 11, 2016

Hidalgo County Drainage District No. 1
C/o: Raul Sesin, Director
902 N. Doolittle Road
Edinburg, Texas 78542

TRACT: 18
Owner of Record: City of Pharr

Mr. Sesin:

In accordance with your request, we are presenting an appraisal report of the underlying fee simple land described as a part of the parent tract of the Moore Heights Subdivision, encumbered by an existing Hidalgo County Drainage District No. 1 Easement. The scope of the assignment is to value the subject property as per date of inspection, in order to determine the current market value of the encumbered fee portion of property currently utilized for a drainage canal. This acquisition shall be recorded in the name of Hidalgo County Drainage District. This report is for the sole use and analysis by the Hidalgo County Drainage District and has been performed under that standards set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), The State of Texas, Standards of Professional Practice of the Appraisal Institute and Senate Bill 18 (SB-18) as per scope of the assignment. The report is limited to the information provided by the client and by other public information sources such as the Hidalgo County Appraisal District, Hidalgo County Deed Records and the Hidalgo County Tax Office and is limited to the on or off-site inspection of the proposed acquisition area.

This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, a General Certified Real Estate Appraiser, personally inspected the subject property on March 10, 2016 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value. Information provided by the client was utilized for the determination of market value and for the overall analysis of the remainder before and after the acquisition. It should be understood by the reader that the client and intended user is the Hidalgo County Drainage District. The report has been developed based on the knowledge that said acquisition area shall be utilized for the public use indicated to be for a linear park to be developed by Hidalgo County Precinct No. 2.

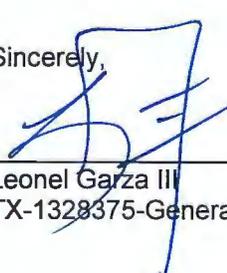
I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$780 as of the most recent inspection (visit) of the subject on March 10, 2016, based upon my independent appraisal and the exercise of my professional judgment; on March 10, 2016, (date)(s), I personally inspected in the field the property herein appraised. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Drainage District or until authorized by the client to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$ 0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Sincerely,



Leonel Garza III
TX-1328375-General

APPRAISAL SUMMARY

Parcel No. _____ 18
Easement Owner of Record _____ City of Pharr
P.O. Box 1729, Pharr, Texas
Fee Simple Owner _____ City of Pharr
P.O. Box 1729, Pharr, Texas
Physical Location _____ South Cage Boulevard, 0.23 miles south of West Moore Road, 0.51
miles east along the north side of the drainage canal.
Date of On-Site Visit _____ March 10, 2016
Type of Property/Existing Use _____ Drainage Easement / Public Use
Legal Description (Parent Tract) _____ The West One-Half (W ½) of Lot Two Hundred Twenty-Three (223),
Kelly-Pharr Subdivision, Hidalgo County, Texas.
Acquisition Area _____ 0.4214 Acres
Remainder Area _____ None Indicated
Property Rights Appraised _____ Easement Value
City Zoning Ordinance _____ Drainage Easement (DE)
Flood Zone Designation _____ Zone B
Utilities Available _____ All Municipal Utilities Available

APPRAISAL CONCLUSION

Market Unit Rate _____ \$ 18,500 / Acre
Encumbered Fee Unit Rate _____ \$ 1,850 / Acre
Acquisition Area Value _____ 0.4214 Acres (18,357 Square Feet)
Improvements with Acquisition Area ___ None Indicated To Be Compensable

Total Compensation _____ \$780

PURPOSE OF THE ASSIGNMENT

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010 by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement," in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." The final determination of compensation shall be based on the value of the underlying fee of the area held by Hidalgo County Drainage District No. 1.

CLIENT AND INTENDED USER

The client and intended user of this report is identified as Hidalgo County Drainage District No. 1 in conjunction with Hidalgo County Precinct No. 2. Hidalgo County Precinct No. 2 has a local office at 300 W. Hall Acres, Pharr, Texas 78577. Jaime Salinas and Jaime Cruz, right of way agents for Precinct No. 2 shall be negotiating the acquisition of said parcel. They can be contacted directly at (956) 787-1891.

INTENDED USE

The intended use of the report is to provide a market valuation of the proposed acquisition area and in order for Hidalgo County Drainage District and / or assigns for assistance in the purchase of said the fee simple portion of said easement area. This report shall be utilized for negotiations and eminent domain proceedings (if necessary). The appraisal shall assist the determined negotiator the market value for the purchase of all or part of the area identified by survey, which is encumbered with an easement in the name of Hidalgo County Drainage District No. 1. This appraiser does not authorize the unintended use of the report for any other purpose without the written consent of Leonel Garza III.

SCOPE OF ASSIGNMENT

By Purchase Order No. 628904 from Hidalgo County Drainage District No 1 on March 10, 2016, a request for Leonel Garza Jr. & Associates, LLC to prepare an appraisal report of the fee simple estate of the part to be acquired. The client indicated that the scope of the assignment is to determine the underlying fee simple land value of the subject property and any contributory value of the site improvements located within the part to be acquired and diminution of market value (if any). Market sales within the area and / or comparable market areas are to be identified and analyzed for the determination of market value of the proposed acquisition area as per date of on or off-site inspection.

- In the event, access is not granted or any written or verbal communication has not been made with owner of record, appraiser is to proceed off-site. The owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.
- The market area shall be researched in order to identify comparable sales to the subject property.
- Appraiser is to determine the most applicable approach to market value for valuation of the subject property. This will include each segment of value; Whole Property, Part To Be Acquired, Remainder Before and After Acquisition as they apply to the subject property as they apply to the subject property.
- Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the owner of record or representative, shall be given a stated value for purposes of the report.
- Personal property is not to be included in the valuation of the subject property.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement" in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal, "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate."

PARTIAL ACQUISITION METHODOLOGY

The method of valuation involved in this project is set forth by the State of Texas when the governmental retained right of eminent domain is exercised. The Texas Constitution permits the acquisition of private property for public use (eminent domain), but it requires that any such acquisition entitles the owner to just compensation and that it shall be by the due process of the law of the land. The law dictates that the value of the whole property, the value of the part taken, the value of the remainder before the taking and the value after the taking be ascertained. The law allows for the offset of damages by enhancement if the enhancement is specific to the subject property. In the valuation of the proposed easement(s), the appraisers have taken into consideration the rights being taken and the contributory value of the land affected by this project. The percentage of the fee value acquired in the acquisition of the easement is based on two basic effects: 1) the Legal Encumbrance of the easement rights and obligations; and 2) the Physical Use of the easement areas.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is required that no other easements or encumbrances are located within the part to be acquired.

HYPOTHETICAL CONDITIONS

The subject property is utilized in part with a large network of drainage canals that extend throughout this portion of Hidalgo County managed and controlled by the Hidalgo County Drainage District No. 1. The improvements located within the easement area are owned and maintained by the District and shall not be included in the total compensation indicated within the report. Therefore, the hypothetical condition that the subject is vacant as per date of report.

JURISDICTIONAL EXCEPTION RULE

If any part of the *Uniform Standards of Professional Appraisal Practice* is contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction. For the purposes of this assignment, in valuing the whole property before the taking, we have disregarded any increase or decrease in the market value of the property caused by the public improvement for which part of the property is being taken, or by the likelihood that the property would be taken. Therefore, no enhancement to market value (if any) shall be considered based on project influence.

ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza, Jr. & Associates, LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment for an additional fee.

ACCESSIBILITY OF SUBJECT

Hidalgo County Drainage District No. 1 allowed the appraiser to access the easement through the series of canals leading to the subject property from existing road right of way near the acquisition area.

DATE OF REPORT

The effective date of report is March 11, 2016.

DATE OF VALUE

The effective date of appraised value is based on the most recent on-site or off-site visit to said property which is, March 10, 2016.

ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report is based on facts present and found during the course of the report. The report is also conducted under the following assumptions and limiting conditions, except as otherwise noted in our report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws, unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass, unless noted in the report.
10. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. Any sketch the property included in the body of this report is for illustrative purposes only and should not be considered to be scaled accurately as this is utilized for demonstrative purposes only in order to have the reader understand the scope of the assignment as stated in the report. Any survey provided by the client shall be utilized as the official indicator of land area to be acquired throughout the body of the report.

12. The appraiser accepts no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.
13. No part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.
14. Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.
15. Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
16. No assurance is provided that the methodology and/or results of the appraisal will not be successfully challenged by the Internal Revenue Service. In particular, the methodology for appraising certain types of properties, including without limitation, government subsidized housing, which has been the subject of debate. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
18. All parties who use or rely upon any information in this report without our written consent do so at their own risk. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.
19. No evidence or documentation has been provided as to the presence or location of any floodplain areas and/or wetlands. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal. The only method of determining flood zone in the area is by way of FEMA Flood Map designations of which are subject to change.
20. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any and all further copies of said report must be requested with the client.
21. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

22. No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of Leonel Garza III, President of Leonel Garza Jr. & Associates, LLC.

MARKET ANALYSIS

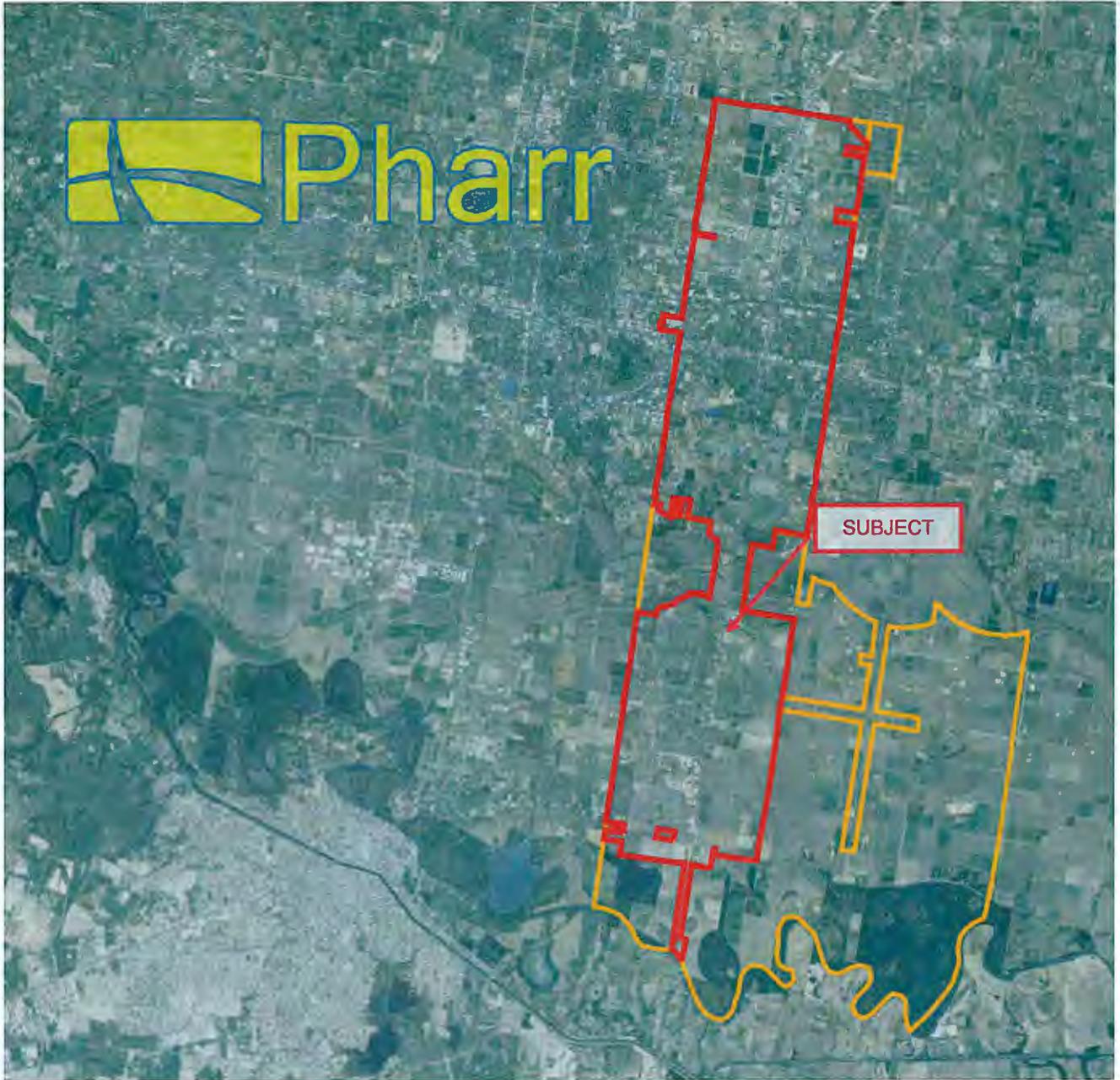
Pharr, Texas, is located in southern Hidalgo County, at the intersection of Interstate 69C and Interstate 2, and is part of the McAllen-Edinburg-Mission MSA. The McAllen-Edinburg-Mission MSA is defined by the United States Census Bureau as all of Hidalgo County, and is anchored by the cities of McAllen, Edinburg, Mission, and Pharr. According to the 2010 census, Pharr had a population of 70,400, which was indicated to be a $\pm 51\%$ increase from the 2000 census of 46,660. Since the commencement of NAFTA Pharr has established itself as one of the hubs of transportation and industrial types of businesses, and has also benefited from the "Maquiladora" or Twin Plant program with manufacturing plants on the Mexican and United States sides. Pharr is neighbored on the north by the city of Edinburg, the cities of McAllen and Hidalgo along the west, the city of San Juan to the east and the Rio Grande River to the south (the international border of Mexico and the United States).

The Pharr-Reynosa International Bridge is one of the most important ports of entry along the United States – Mexico border. The bridge was open to the public on November of 1994, and is now one of the top land ports of entry along the US-Mexico border. The crossing is the longest border crossing in the world with a total length of 7.6 miles, with an average vehicle crossing of 1.4 million per for the year of 2011-2012. The Pharr/Reynosa International Bridge's popularity stems from fast crossing times due to the drive-thru x-ray machines the US Customs Service installed, along with a portable unit. The Pharr/Reynosa International Bridge is expected to be the starting point of the I-69 Corridor (NAFTA Highway). The city of Pharr has an abundant amount of land suited for retail and industrial use, with the city of Pharr planning to spend over \$500,000,000 on infrastructure improvements over the next ten (10) years. \$4,000,000,000 has been planned for transportation improvements over the next twenty (20) years, which includes the proposed Hidalgo County Loop. The southern portion of the Loop project is planned to expand the existing two-lane Military Highway to a four/six-lane road connecting all of the international bridges in southern Hidalgo County.

The market area is described as being located in-between Jackson Road and Nebraska Avenue, south of U.S. Business Highway 83, and north of the Main Floodway in Pharr, Texas. The market area consists mostly of residential developments (i.e. single-family, multi-family, and mobile home or RV Parks), PSJA ISD schools, and commercial developments along Cage Boulevard and I Road. The market area is located within the PSJA (Pharr, San Juan, Alamo) Independent School District, and is serviced by Geraldine Palmer Elementary School, Kelly-Pharr Elementary School, Edith and Ethel Carmen Elementary School, Kennedy Middle School, Jaime Escalante Middle School, Liberty Middle School, Stephen F. Austin Middle School, PSJA Southwest High School, PSJA North High School., and PSJA High School. The major thoroughfares in the area include the following:

- ❑ Cage Boulevard (U.S. Highway 281), which is a north-to-south highway and is located to the east of the subject property; U.S. Highway 281 is a major highway connecting the Rio Grande Valley with San Antonio and the remainder of the State, as well as the Pharr/Reynosa International Bridge.
- ❑ Interstate 2 (U.S. Highway 83), which is located north of the subject property and is a major east-to-west thoroughfare for the entire Rio Grande Valley, which connects the Rio Grande Valley to Laredo.
- ❑ Military Highway, which is located south of the subject, and is a major east-to-west thoroughfare in the southern part of Hidalgo and Cameron Counties area and connects McAllen to the city of Brownsville.
- ❑ Jackson Road, "I" Road, and Nebraska Avenue (Raul Longoria Road); These three roads are thoroughfares located nearby the subject property and are heavily traveled roads intersecting with Interstate 2 and Military Highway.

PHARR CITY LIMITS AND EXTRATERRITORIAL JURISDICTION

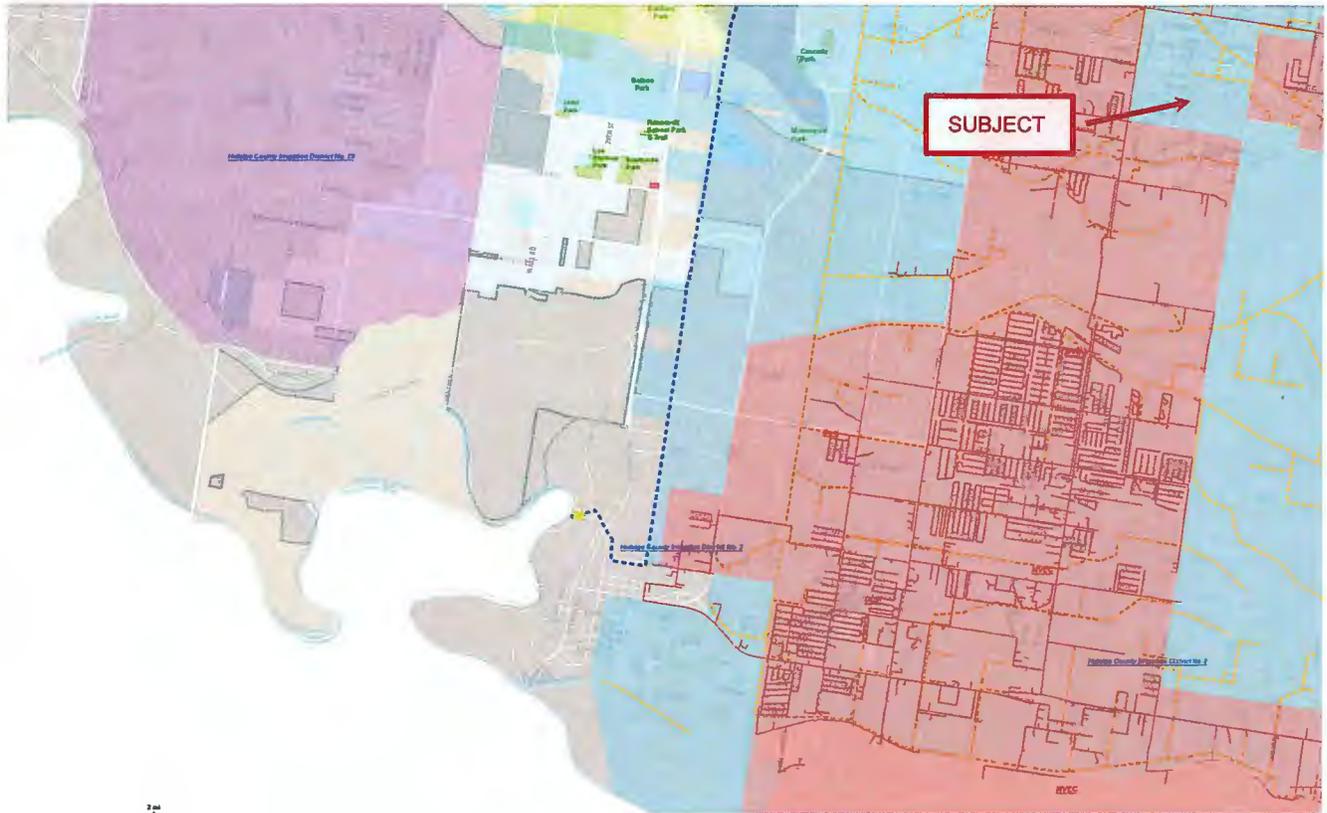


City of Pharr Limits
Extraterritorial Jurisdiction

www.pharr-tx.gov

UTILITIES - PHARR

According to the City of Pharr, the subject area does contain electricity, water and phone service. Other utility or public services in this region include multiple irrigation districts and drainage districts, as depicted within the following graphic.



www.Pharr-tx.gov

MUNICIPAL ZONING

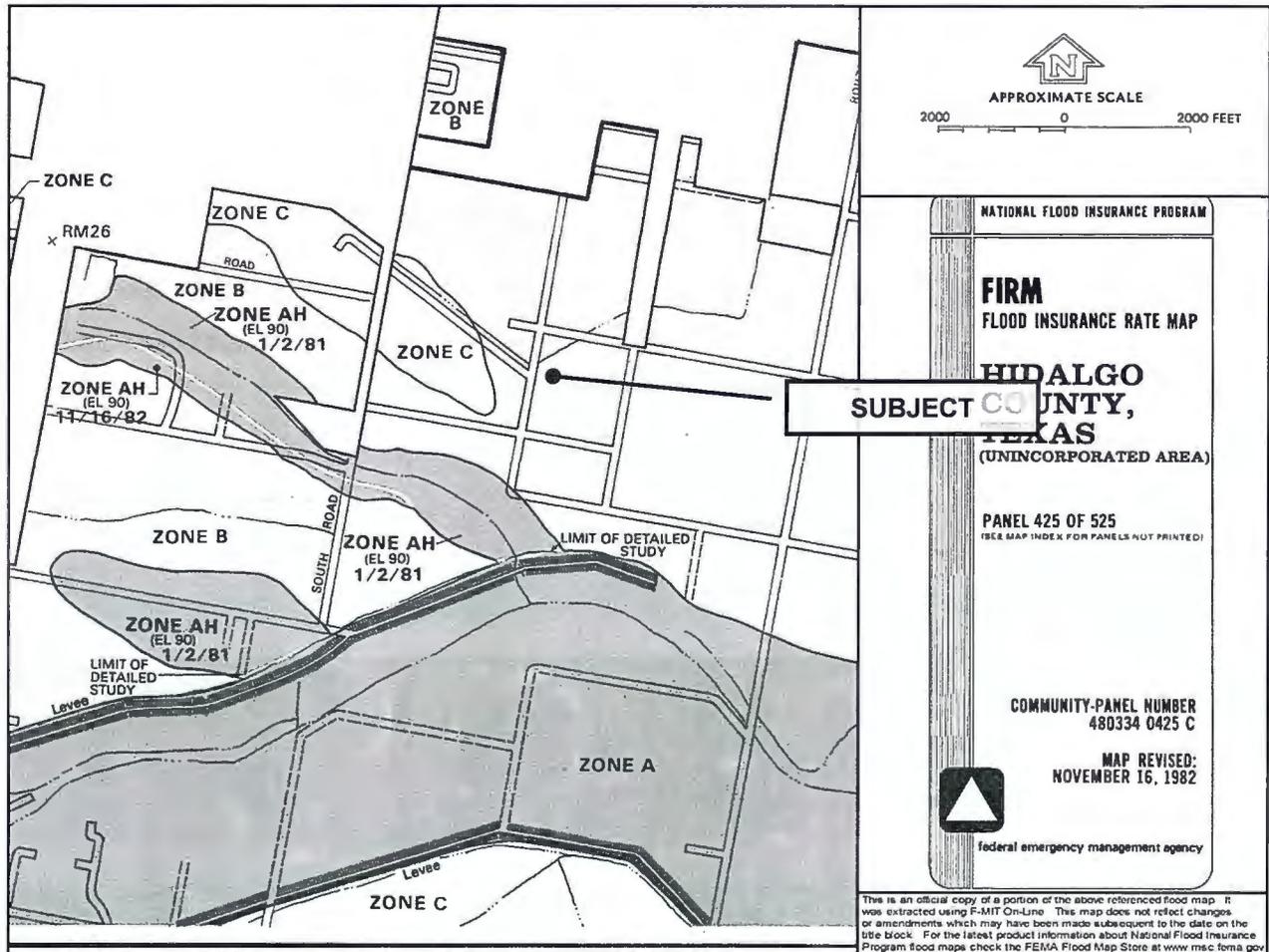
On Thursday, March 10, 2016, this appraiser contacted the City of Pharr Planning and Zoning Department which it was indicated that the property was currently zoned Agricultural Open Space (AO) & Drainage Easement (DE).



www.Pharr-tx.gov

FEMA FLOOD MAP

FEMA MAP No. _____ 480334025C
FLOOD ZONE DESIGNATION* _____ Zone B



Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

<http://www.fema.gov/flood-zones>

During the physical inspection of the subject property, it has been determined that the subject property sits in a Levee area and is considered a low-lying area prone to severe flooding situations. The probability increases due to our location within the Lower Rio Grande Valley, which is susceptible to hurricanes deriving from the Gulf of Mexico, which can create an adverse amount of rainfall within a small period of time resulting in flash flooding. In reviewing the flood map designated for the market area, it was indicated that the subject property is not located within a flood prone area.

PROPERTY TAX AND ASSESSMENT

OWNER OF RECORD	CITY OF PHARR
PROPERTY TAX IDENTIFICATION NO.	202953
IMPROVEMENT VALUE	\$ 0
LAND VALUE	\$ 263,000
TOTAL ASSESSED VALUE	\$ 263,000
EXEMPTIONS	EX-XV

Account

Property ID: 202953 Legal Description: KELLY PHARR TRACT W 1/2 OF LOT 223 EXC 6.55AC IN D/D R/W
 Geographic ID: K2400-00-000-0223-02 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 1000 E MOORE RD Mapsco:
 TX
 Neighborhood: Map ID:
 Neighborhood CD:

Owner

Name: CITY OF PHARR Owner ID: 129860
 Mailing Address: PO BOX 1729 % Ownership: 100.0000000000%
 PHARR, TX 78577-1632
Exemptions: EX-XV

Owner: CITY OF PHARR
 % Ownership: 100.0000000000%
 Total Value: \$263,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$263,000	\$0	\$0.00
CPR	CITY OF PHARR	0.654000	\$263,000	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	\$263,000	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$263,000	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	\$263,000	\$0	\$0.00
R17	ROAD DIST 17	0.000000	\$263,000	\$0	\$0.00
SPA	PSJA ISD	1.399200	\$263,000	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$263,000	\$0	\$0.00
Total Tax Rate:		2.972500			
Taxes w/Current Exemptions:					\$0.00
Taxes w/o Exemptions:					\$7,817.68

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$0	\$263,000	0	263,000	\$0	\$263,000
2015	\$0	\$263,000	0	263,000	\$0	\$263,000
2014	\$0	\$263,000	0	263,000	\$0	\$263,000
2013	\$0	\$263,000	0	263,000	\$0	\$263,000

HIGHEST & BEST USE

The highest and best use is defined as "The reasonably probable and legal use of vacant land / or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity".

The Dictionary of Real Estate Appraisal. 5TH Edition Chicago: Appraisal Institute, 2010

The subject is part of a large network of drainage canals throughout Hidalgo County. Based on their existing use and future use, the overall highest and best use shall continue to be for public use. The Drainage District easement is restrictive in the overall use of the property by the underlying fee owner. However, the overall analysis of the part to be acquired required the appraiser to analyze the subject in an economic unit typically found in the immediate market area to determine the market value of the fee land (unencumbered). This economic unit shall be selected based on a single family residential development highest and best use.

DEFINITION OF MARKET VALUE

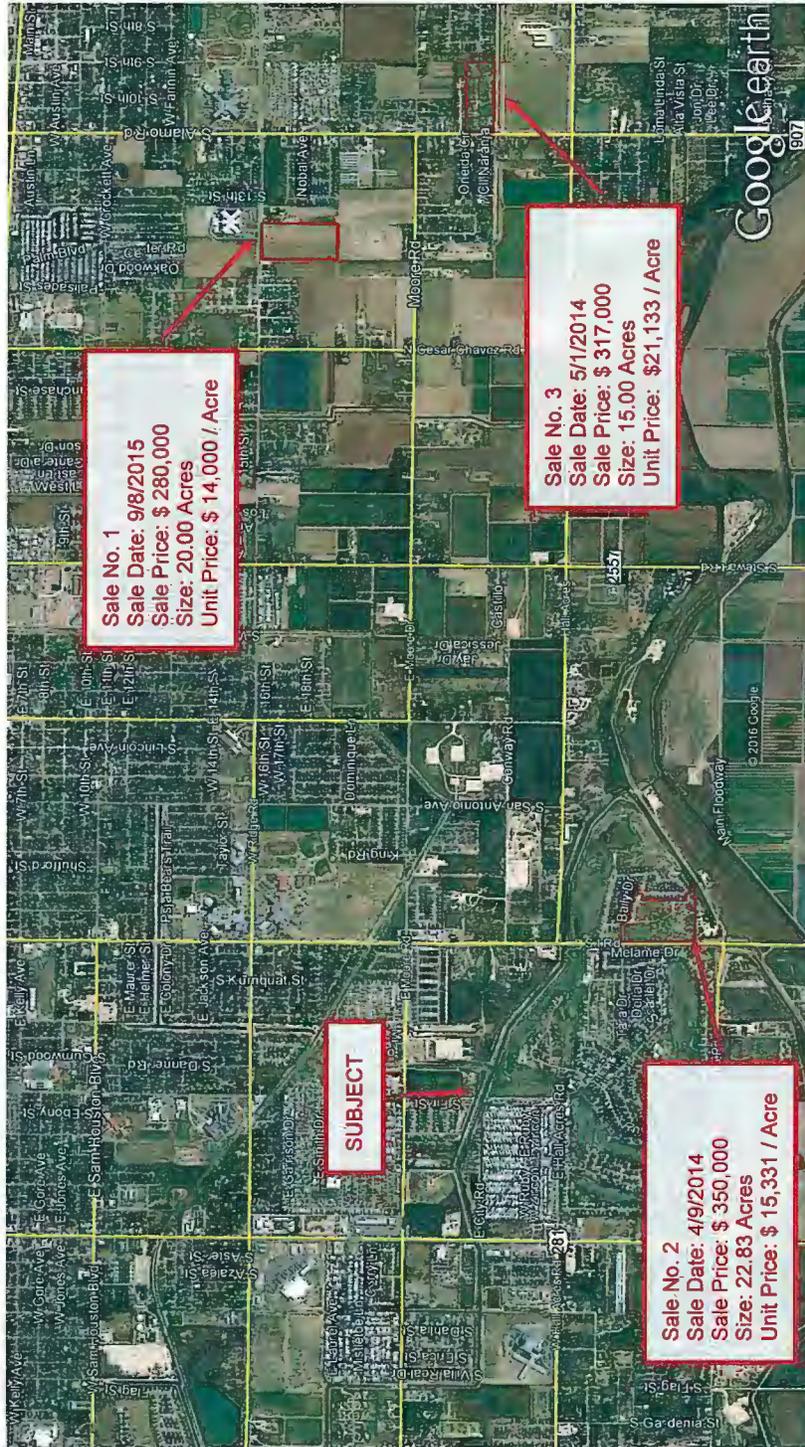
Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

- Buyer and Seller are typically motivated.
- Both parties are well informed or well advised, and each-acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from <http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#§%2034.42%20Definitions>.

COMPARABLE LAND SALES

The following sales were derived from a multitude of sources of which include the a local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area; however, if all information cannot be verified as per date of the report they may only be mentioned, but not heavily weighted in the overall analysis of the subject property.



SALE No. 1



Property Identification

Sales Record ID 2599
Property Type Agricultural
Address East Ridge Road, Alamo, Hidalgo County, TX, 78516

Recording Data

Grantor Shell Gulf of Mexico Inc., a Delaware corporation
Grantee Arturo Cortez
Sale Date September 08, 2015

Terms & Conditions

Verification MLS: A147477S
Tax ID A1800-00-032-0010-00

Land Size 20.000 Acres or 871,200 SF
Sale Price \$280,000
Unit Price \$14,000 / Acre

Topography Level
Utilities Public Water Available
Frontage Ridge Road
Improvements None / Vacant

Legal

The West 20 acres of the East 30 acres of Lot 10, Block 32 Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.

SALE No. 2



Property Identification

Sales Record ID 1471
Property Type Residential Single Family
Address South I Road, San Juan, Hidalgo County, TX, 78589

Recording Data 2504073
Grantor PlainsCapital Bank
Grantee Cuva Construction, LLC.
Sale Date April 09, 2014
Terms & Conditions
Verification MLS: A156454S
Tax ID J5700-00-014-0001-10

Land Size 22.830 Acres or 994,475 SF
Sale Price \$350,000
Unit Price \$15,331 / Acre

Topography Level
Utilities Public Water, Sewer
Frontage South "I" Road
Improvements None / Vacant

Legal

A tract of land containing 21.68 acres tract situated in the City of Pharr, Hidalgo County, Texas, and being a portion of Lot 1, Block 14, John Closner Et Al Subdivision.

SALE No. 3



Property Identification

Sales Record ID 2760
Property Type Agricultural
Address South Alamo Road, Alamo, Hidalgo County, TX, 78516

Recording Data 2509702
Grantor Universal Truckers, Inc.
Grantee JPO Enterprises, Inc.
Sale Date May 01, 2014
Terms & Conditions
Verification MLS: C168522S
Tax ID A1800-00-028-0004-00

Land Size 15.00 Acres or 653,400 SF
Sale Price \$317,000
Unit Price \$21,133 / Acre

Topography Level
Utilities Electric, Public Water, Telephone
Frontage South Alamo Road
Improvements None / Vacant

Legal

The 15.00 acre tract of land being the South 15.00 acres of Lot 4, Block 28, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas.

LAND SALES ANALYSIS

VALUATION GRID		REPRESENTATIVE COMPARABLE SALES		
Subject		Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Roderic B. Thomas, a single man	Shell Gulf of Mexico Inc.	Plains Capital Bank	Universal Truckers Inc.
Grantee	City of Pharr	Arturo Cortez	Cuva Construction LLC	JPO Enterprises Inc.
Date		Sept. 8, 2015	April 9, 2014	May 1, 2014
Sales Price	\$ -	\$ 280,000	\$ 350,000	\$ 317,000
Unit Price		\$ 14,000 / Acre	\$ 15,331 / Acre	\$ 21,133 / Acre
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -15%	Superior -10%	Similar -10%
Physical Characteristics	Rectangular / Economic Unit	Similar 0%	Similar 0%	Similar 0%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	All Municipal Utilities Available in Area	Similar 0%	Similar 0%	Similar 0%
Economic Unit	10.00 Acres	20.00 5%	22.83 5%	15.00 0%
	Net Adjustment	\$ (1,400) -10%	\$ (767) -5%	\$ (2,113) -10%
	Indicated Unit Value	\$ 12,600 / Acre	\$ 14,564 / Acre	\$ 19,020 / Acre
Unit Value of Fee Simple Area				\$ 18,500 / Acre
Unit Value of Drainage Easement @ 90% of Fee Value				\$ 16,650 / Acre
Unit Value of Encumbered Fee @ 10% of Fee Value				\$ 1,850 / Acre
Value of Encumberd Fee		0.4214 Acre		\$ 780 / Acre

During the analysis of the acquisition area, the value for the subject property as a whole and / or economic unit was determined utilizing the direct Sales Comparison Approach to Value as if Vacant. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market was searched for comparable land sales that are most similar to the subject property. Each of these sales utilized were indicated to be indicative of the market for the subject and therefore are reliable for the determination of the unit value of said tract of land. These sales were verified through various sources of which include, the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and / or Grantees, Appraisers and local Realtors. The land comparables were reviewed for similarity on several factors including but not limited to: Financing Terms, Market Conditions at Time of Sale, Available Utilities, Zoning, Road Access, Site Utility and Size of Tract.

PART TO BE ACQUIRED

The part to be acquired consists of a triangular tract 107.38' foot x 358.37' x 341.90' tract of land out of Lots 227 of the Kelly-Pharr Subdivision with a total land area of 5,869 square feet or 0.1347 acres. This land is located along the southern boundary of Kelly-Pharr Subdivision. Utilities are located within the area and to the neighboring subdivision. The part to be acquired is currently being utilized for an existing drainage canal system that is in operation for said purpose. The area to be acquired shall continue for such purpose and may include other public use. The part to be acquired does not constitute an economic unit upon it-self and therefore for shall be valued as a pro-rata part of a selected economic unit for purposes of determining market value of the acquisition area.

The acquisition area is currently encumbered with an easement in the name of Hidalgo County Drainage District No. 1. The purpose of this acquisition is to acquire the underlying fee from the grantor of the easement and or the current owner of the underlying fee simple area as defined by title research provided. The easement area may be utilized for expanding existing drainage and / or for other public use as deemed appropriate by the Hidalgo County Drainage District No. 1. Since the acquisition area is encumbered by an open drainage ditch / canal system, the majority of the bundles of rights to the fee simple estate have been acquired for purposes of the existing easement. Since the majority of rights have already been acquired and the limited existing use to the underlying fee is restricted by the existing easement, a discount to the fee simple market value is required. Therefore, the part to be acquired shall be valued at 10% of fee simple market value.

SURVEY

May 26, 2015
Revised December 11, 2015
Parcel 18
1 of 3 Pages

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 18

Being an 18,357 square foot or 0.4214 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 223, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a City of Pharr Tract of land, as described in Document Number 22437, of the Official Records, Hidalgo County, Texas, and being all of a called 0.22 of an acre Hidalgo County Drainage District No. 1 Right of Way easement, as described in Volume 1026, Page 624, of the Deed Records, Hidalgo County, Texas, and being all of a McAllen-Pharr Outfall Easement, as described in Volume 1725, Page 959 of the Deed Records, Hidalgo County, Texas, said 18,357 square foot or 0.4214 of an acre tract being more particularly described by metes and bounds as follows;

Commencing at the Northwest corner of said Lot 223, Kelly-Pharr Subdivision;

Thence with the West line of said Lot 223, South 08°32'07" West a distance of 1,212.62 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16,587,605.2896, E=1,089,198.7495) set for the North corner of said McAllen-Pharr Outfall Easement, for the North corner and **Point of Beginning** of this herein described tract of land;

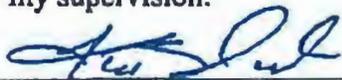
1. **Thence** departing the West line of said Lot 223, across and through said City of Pharr tract of land, with the Northeasterly line of said McAllen-Pharr Outfall Easement, South 64°01'44" East a distance of 358.37 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the South line of said Lot 223, for the East corner of this herein described tract of land;
2. **Thence** with the South line of said Lot 223, the South line of said City of Pharr tract of land, North 81°27'53" West a distance of 341.90 feet to the West line of said Lot 223, for the Southwest corner of said Hidalgo County Drainage District No. 1 Right of Way easement and this herein described tract of land;

3. **Thence with the West line of said Lot 223, North 08°32'07" East a distance of 107.38 feet to the Point of Beginning, and being a 18,357 square foot or 0.4214 of an acre tract of land.**

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

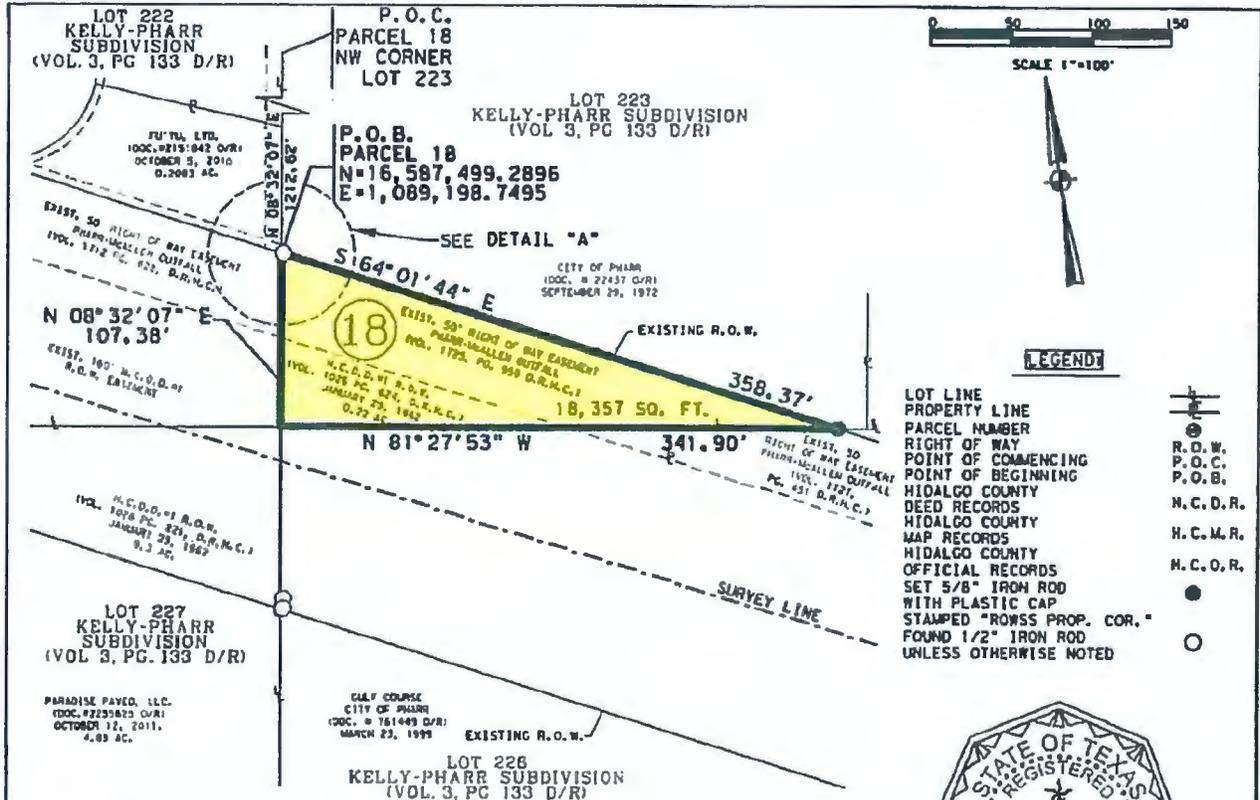
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.


12/21/2015

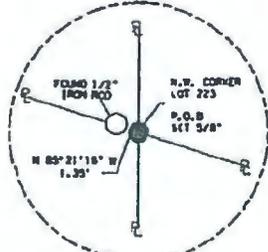
Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





LEGEND

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED



DETAIL "A"
N. T. S.

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY ROGERIC B. THOMAS AND WIFE, DATED JANUARY 25, 1962, FILED FOR RECORD ON FEBRUARY 9, 1962 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1026, PAGE 624, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY CITY OF PHARR, DATED MAY 19, 1981 FILED FOR RECORD ON MAY 22, 1981 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1725, PAGE 959, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.

METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

Kurt Schumacher

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

PLAT OF SURVEY
PARCEL 18
FOR PCT.2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

A 18,357 SQ. FT. (0.4214 AC.)
TRACT OF LAND SITUATED IN LOT 223
KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 3 OF 3

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: CITY OF PHARR
GF No. 1 0003162533
EFFECTIVE DATE: OCTOBER 21, 2015

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 18
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, L.L.C.
600 S. STEWART RD. SUITE 111
DALLAS, TEXAS 75246
PHONE: 972-315-7178

TITLE REPORT – SCHEDULE A

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

R 18

Effective Date: October 21, 2015

GF No.: 0003162533

Commitment No. 0003162533, issued October 30, 2015, 12:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:
PROPOSED INSURED:

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$0.00
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$0.00
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

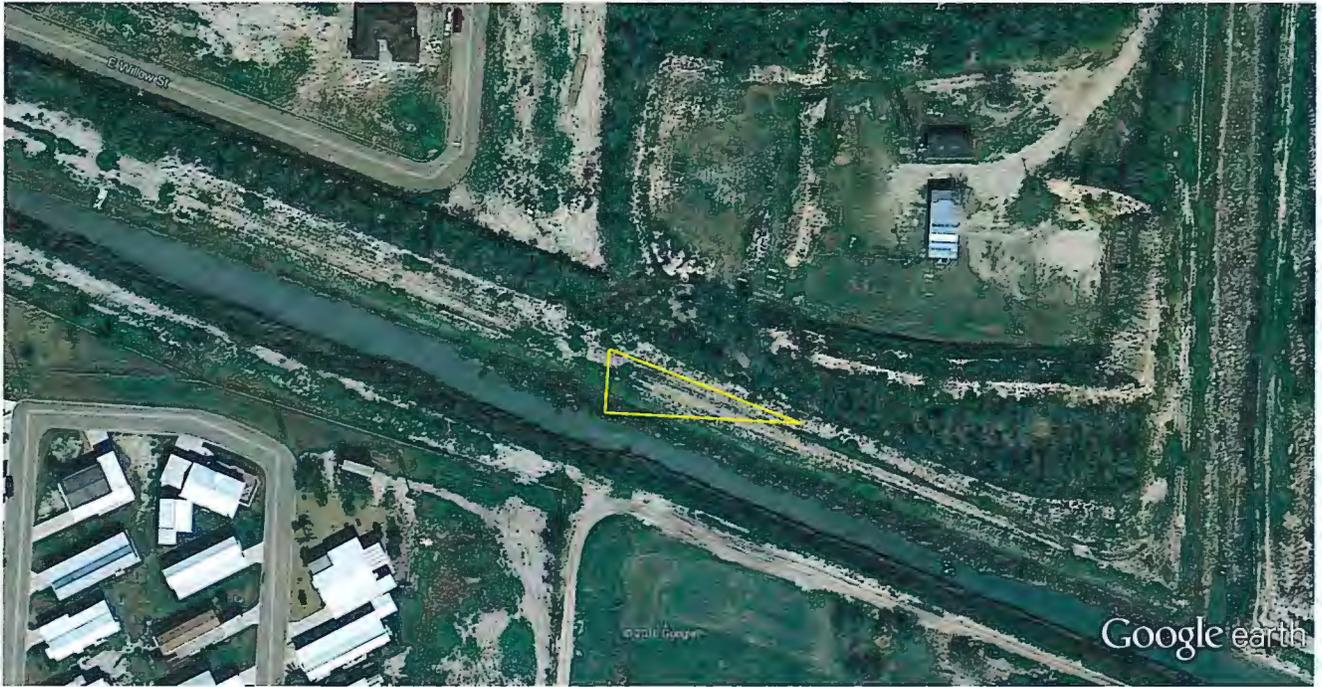
City of Pharr

FORM T-7: Commitment for Title Insurance
Schedule A

0003162533

AERIAL MAP
ACQUISITION AREA HIGHLIGHTED IN YELLOW

AERIAL MAP
ACQUISITION AREA HIGHLIGHTED IN YELLOW



PHOTOGRAPHS



Photo 1

A northeastern view of the subject along the northern boundary of the existing canal system.



Photo 2

Another view of the subject along the northern boundary of the existing canal system.



Photo 3

Street view of the canal road ROW. The subject property is on the right side in this photo.



Photo 4

Street view of the canal road ROW. The subject property is on the left side in this photo.

REMAINDER BEFORE & AFTER ACQUISITION

The remainder before and after the proposed acquisition shall continue to be for public use. The proposed plan for the area of acquisition is for either expansion of the existing drainage system and or for a linear park for use by the public. The development of said park shall be performed by Hidalgo County Precinct No. 2 under the direction of the Honorable County Commissioner, Eduardo "Eddie" Cantu.

DIMINUTION OF MARKET VALUE

The diminution of market value refers to the damages assessed due to the part to be acquired. Based on the area to be acquired, the remainder shall not be affected in an adverse way affecting market value; therefore, no diminution of market value is indicated.

COST TO CURE

The Cost to Cure refers to the additional compensation required to replace site and or structural improvements to the remainder after in the event the depreciated cost is below replacement cost. However, since no improvements are indicated for the subject and the report is prepared under the hypothetical condition as vacant, no cost to cure is required.

RECONCILIATION OF VALUE:

Based on the analysis of the subject property on the date of inspection, and the facts presented within this report, it is the opinion that as of March 10, 2016, the estimate of total compensation for the part to be acquired is indicated to be \$ 780.

CERTIFICATION

I, Leonel Garza III, certify that, to the best of my knowledge and beliefs that the statement of fact contained within the report are true and correct and include the following:

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person(s) signing the certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

Leonel Garza, Jr. & Associates, LLC has not performed an appraisal on the subject property within the last (3) three years.



Leonel Garza III
TX – 1328375-Genera

QUALIFICATION OF APPRAISER

Leonel Garza, Jr. & Associates, LLC, provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Education & Licensure

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science)

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-Way Association (IRWA) (Member # 7899430)

Public Service

McAllen Planning and Zoning Board (Former Member / Chairman)

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

McAllen Traffic Commission Board (Former Member & Vice Chairman)

Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

McAllen Ambulance Advisory Committee (Former Member & Vice Chairman)

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals (Former Member)

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Former Member)

Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.



MEMORANDUM

DATE: MONDAY, MAY 02, 2016
TO: MAYOR AND CITY COMMISSION
FROM: JUAN GUERRA, CITY MANAGER
THROUGH: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

A handwritten signature in blue ink, appearing to be "JG", is located to the right of the "THROUGH:" line.

SUBJECT: NEGOTIATIONS TO SELL PROPERTY TO HIDALGO COUNTY DRAINAGE DISTRICT #1 FOR THE HIDALGO COUNTY LINEAR PARK PROJECT.

ISSUE: Consideration and action, if any, for the City Manager to negotiate the sale of the property that is physically described as being 275,880 square feet or 6.3333 acre tract of land out of Lot 223, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas, for the Hidalgo County Linear Park Project.

FINANCIAL CONSIDERATION: \$0.00

STAFF RECOMMENDATION: Staff is recommending approval to negotiate the sale of the property that is physically described as being a 275,880 square feet or 6.3333 acre tract of land out of Lot 223, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. This will include a reverter clause which will state: In the event the Improvements are not completed within 10 years, the Property shall revert to and thereafter become fee simple real estate owned by the City of Pharr.



**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

Date: 4/19/2016

County: Hidalgo
Federal Project No.: N/A

Parcel: 20
Project: Hidalgo County Drainage District No. 1
Fee- simply Right of Way project

City of Pharr
c/o Juan G. Guerra City Manager
118 S. Cage
Pharr, Texas 78577

Dear: Mr. Guerra,

In acquiring property for the Hidalgo County Drainage District # 1 of the County of Hidalgo (the "County") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. It will be explained by the County's negotiator, Mr. Jaime Cruz or Mr. Jaime Salinas that a portion of your property located on South Cage Boulevard, 0.23 of a mile south of West Moore Rd, east side, along the drainage canal as described in the enclosed property description, is to be acquired for the fee ownership for the Drainage Ditch in question.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **\$ 11,717.00** for your property, which includes **\$ 11,717.00** for the property to be purchased and **\$ 0.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County to permit owners who convey voluntarily to the County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the County to acquire the real property by eminent domain.

If you wish to accept the offer based upon this appraisal, please contact Mr. Jaime Cruz or Mr. Jaime Salinas as soon as possible, at **(956) 787-1891**, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County/Department within the 30 day time deadline.*

Visit Hidalgo County Drainage District No. 1 on the web at www.co.hidalgo.tx.us

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County of Hidalgo. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's/State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "Relocation Assistance" which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the County.

Attached is a copy of the County of Hidalgo/Texas Department of Transportation brochure entitled "Right of Way Purchase" which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact Mr. Lupe Rodriguez or Mr. Jaime Salinas at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County/Department, including the appraisal on which this offer is based.

Sincerely,



Mr. Jaime Salinas Pct # 2 Right
of Way Agent

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 20

Being a 275,880 square foot or 6.3333 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 223, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being all of a Hidalgo County Drainage District No. 1 Right of Way Easement, as described in Volume 1170, Page 815, of the Deed Records, Hidalgo County, Texas, said 275,880 square foot or 6.3333 acre tract being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 223, Kelly- Pharr Subdivision,

Thence with the South line of said Lot 223, the North line of Lot 226, said Kelly-Pharr Subdivision, South 81°27'53" East a distance of 451.00 feet to a 5/8" iron pin (N=16,587,432.1615, E=1,089,628.8171) with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southwest corner of said Hidalgo County Drainage District No. 1 Right of Way Easement and the **Point of Beginning** of this herein described tract of land;

1. **Thence** departing the North line of said Lot 226, across and through said Lot 223, Kelly-Pharr Subdivision, with the West line of said Hidalgo County Drainage District No. 1 Right of Way Easement, North 08°32'07" East, at a distance of 1,300.00 feet passing a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP COR." set in the South existing 40.00 foot Right of Way line of Moore Road, continuing a total distance of 1320.00 feet to a Mag Nail set in the North line of said Lot 223, for the Northwest corner of this herein described tract of land;
2. **Thence** with Moore Road and the North line of said Lot 223, South 81°27'53" East a distance of 209.00 feet to a Mag Nail set for the Northeast corner of said Hidalgo County Drainage District No. 1 Right of Way Easement and of this herein described tract of land;
3. **Thence** departing the North line of said Lot 223, South 08°32'07" West at a distance of 20.00 feet passing a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP COR." set in the South Right of Way line of Moore Road, continuing a total distance of 1320.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set in the North line of said Lot 226, being the South line of Lot 223, for the Southeast corner of said Hidalgo County Drainage District No. 1 Right of Way Easement and of this herein described tract of land;

4. **Thence** with the **South** line of said Lot 223, the **North** line of said Lot 226, **North 81°27'53" West** a distance of 209.00 feet to the **Point of Beginning** and being a 275,880 square foot or 6.3333 acre tract of land.

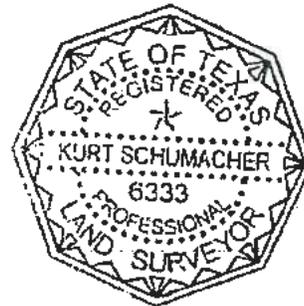
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

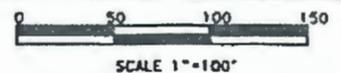
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

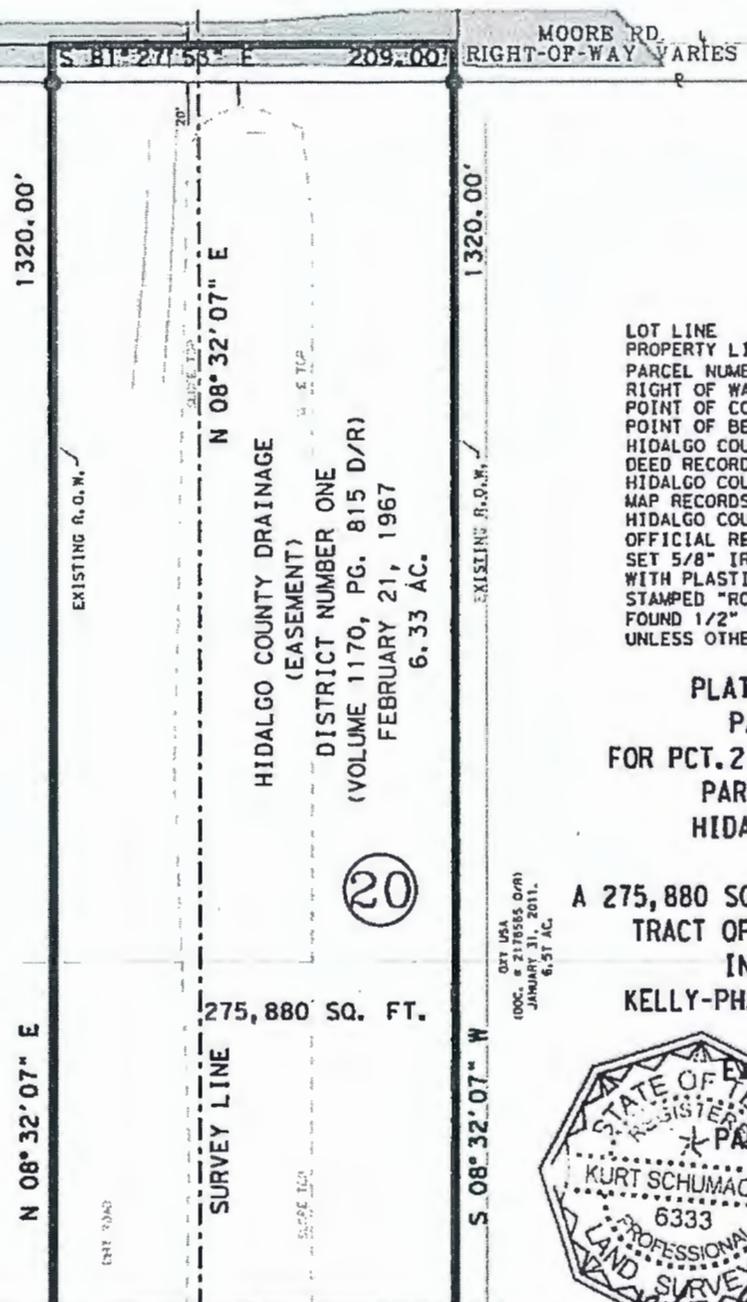
 12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





LOT 223
 KELLY-PHARR SUBDIVISION
 (VOL. 3, PG. 133 D/R)
 CITY OF PHARR
 (DOC. # 27437 GR) /
 SEPTEMBER 29, 1972



LEGEND:

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED

- R.O.W.
- P.O.C.
- P.O.B.
- H.C.D.R.
- H.C.M.R.
- H.C.O.R.

PLAT OF SURVEY
 PARCEL 20
 FOR PCT. 2 REGIONAL LINEAR
 PARK PROJECT,
 HIDALGO COUNTY

A 275,880 SQ. FT. (6.3332 AC.)
 TRACT OF LAND SITUATED
 IN LOT 223
 KELLY-PHARR SUBDIVISION



METES & BOUNDS DESCRIPTION
 ACCOMPANIES THIS HEREIN
 SURVEY EXHIBIT

[Signature]
 KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

TITLE COMMITMENT:
 CHICAGO TITLE INSURANCE
 COMPANY
 PROPOSED INSURED/BORROWER:
 HIDALGO COUNTY
 OWNER: CITY OF PHARR
 GF No.: 0003162531
 EFFECTIVE DATE:
 NOVEMBER 10, 2015

- NOTES:
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
 - A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
- REFERENCES:
- EASEMENTS GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY RODERIC B. THOMAS AND WIFE, GENEVIEVE P. THOMAS, DATED FEBRUARY 21, 1967, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1170, PAGE 815, DEED RECORDS HIDALGO COUNTY, TEXAS.
 - UTILITY EASEMENT GRANTED TO CITY OF PHARR, BY SHELL GULF OF MEXICO, INC. A DELAWARE CORPORATION, DATED JUNE 11, 2007, FILED FOR RECORD ON JUNE 19, 2007 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 1772031.
 - EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGE 133-134, DEED RECORDS HIDALGO COUNTY, TEXAS.
 - EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
 - EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
 - ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

RIGHT OF WAY SKETCH
 SHOWING PROPERTY OF
 PARCEL 20
 PCT. 2 REGIONAL LINEAR PARK PROJECT,
 HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
 900 S. STEWART RD. SUITE 13
 MISSION, TEXAS 78572
 TEL: (361) 583-1178
 FAX: (361) 583-1178

TDLPS REG. FIRM# 1018386

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
 PROPOSED INSURED/BORROWER:
 HIDALGO COUNTY
 OWNER: CITY OF PHARR
 OF No. 1 0003162531
 EFFECTIVE DATE:
 NOVEMBER 10, 2015

MATCHLINE STATION



LOT 223
 KELLY-PHARR SUBDIVISION
 (VOL. 3, PG. 133 D/R)

CITY OF PHARR
 (VOL. 3, PG. 133 D/R)
 SEPTEMBER 29, 1972

DRY LIA
 (DOC. # 217855 O/R)
 JANUARY 31, 2011.
 6.37 AC.

LEGEND

LOT LINE	— —
PROPERTY LINE	— — —
PARCEL NUMBER	⊙
RIGHT OF WAY	— — — —
POINT OF COMMENCING	⊙
POINT OF BEGINNING	⊙
HIDALGO COUNTY DEED RECORDS	H. C. D. R.
HIDALGO COUNTY MAP RECORDS	H. C. M. R.
HIDALGO COUNTY OFFICIAL RECORDS	H. C. O. R.
SET 5/8" IRON ROD WITH PLASTIC CAP	●
STAMPED "ROWSS PROP. COR."	○
FOUND 1/2" IRON ROD	○
UNLESS OTHERWISE NOTED	

PLAT OF SURVEY
 PARCEL 20
 FOR PCT. 2 REGIONAL LINEAR
 PARK PROJECT,
 HIDALGO COUNTY

A 275,880 SQ. FT. (6.3332 AC.)
 TRACT OF LAND SITUATED IN LOT 223
 KELLY-PHARR SUBDIVISION

EXHIBIT A



METES & BOUNDS DESCRIPTION
 ACCOMPANIES THIS HEREIN
 SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

PARCEL 20

PCT. 2 REGIONAL LINEAR PARK PROJECT,
 HIDALGO COUNTY



SURVEYING SERVICES, LLC

900 S. STEWART RD., SUITE 13
 WYLLIOW, TEXAS 78077
 TEL: (824) 424-3373
 FAX: (824) 583-1116

TDPLS REG. FIRM# 10193886

P.O.B. SET
 PARCEL 20
 N=16,587,432.1615
 E=1,089,628.8171

S 81°27'53" E
 451.00'

P.O.C.
 PARCEL 20
 SW CORNER
 LOT 223

LOT 226
 KELLY-PHARR SUBDIVISION
 (VOL. 3, PG. 133 D/R)

1320.00'

N 08°32'07" E

EXISTING R.O.W.

N 08°32'07" E

SURVEY LINE

HIDALGO COUNTY DRAINAGE
 (EASEMENT)
 DISTRICT NUMBER ONE
 (VOLUME 1170, PG. 815 D/R)
 FEBRUARY 21, 1967
 6.33 AC.

20

275,880 SQ. FT.

1320.00'

EXISTING R.O.W.

S 08°32'07" W

N 81°27'53" W 209.00'

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
- A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

- EASEMENTS GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY RODERIC B. THOMAS AND WIFE, GENEVIEVE P. THOMAS, DATED FEBRUARY 21, 1967, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1170, PAGE 815, DEED RECORDS HIDALGO COUNTY, TEXAS.
- UTILITY EASEMENT GRANTED TO CITY OF PHARR, BY SHELL GULF OF MEXICO, INC. A DELAWARE CORPORATION, DATED JUNE 11, 2007, FILED FOR RECORD ON JUNE 19, 2007 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO.1772031.
- EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGE 133-134, DEED RECORDS HIDALGO COUNTY, TEXAS.
- EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
- ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO.2

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.

General Warranty Deed

Parcel No. 20

Date: 4/19/2016

Grantor: City of Pharr

Grantor's Mailing Address:

118 S. Cage
Pharr, Tx 78577

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

902 N. Doolittle Rd.
Edinburg, Tx 78542

Consideration:

The sum of **Eleven Thousand Seven Hundred and Seventeen and no/100 Dollars (\$ 11,717.00)** 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 (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

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, for the Consideration and subject to 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 any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors 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 as to the Exceptions to Conveyance and Warranty.

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

Grantor:

City of Pharr

By: _____

Juan G. Guerra (City Manager)

Corporate Acknowledgment

State of Texas

County of Hidalgo

This instrument was acknowledged before me on _____

By: Juan G. Guerra, City Manager of the City of Pharr, a governmental entity on behalf of said entity.

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

Parcel No. 20

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 20

Being a 275,880 square foot or 6.3333 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 223, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being all of a Hidalgo County Drainage District No. 1 Right of Way Easement, as described in Volume 1170, Page 815, of the Deed Records, Hidalgo County, Texas, said 275,880 square foot or 6.3333 acre tract being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 223, Kelly- Pharr Subdivision,

Thence with the South line of said Lot 223, the North line of Lot 226, said Kelly-Pharr Subdivision, South 81°27'53" East a distance of 451.00 feet to a 5/8" iron pin (N=16,587,432.1615, E=1,089,628.8171) with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southwest corner of said Hidalgo County Drainage District No. 1 Right of Way Easement and the **Point of Beginning** of this herein described tract of land;

1. **Thence** departing the North line of said Lot 226, across and through said Lot 223, Kelly-Pharr Subdivision, with the West line of said Hidalgo County Drainage District No. 1 Right of Way Easement, North 08°32'07" East, at a distance of 1,300.00 feet passing a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP COR." set in the South existing 40.00 foot Right of Way line of Moore Road, continuing a total distance of 1320.00 feet to a Mag Nail set in the North line of said Lot 223, for the Northwest corner of this herein described tract of land;
2. **Thence** with Moore Road and the North line of said Lot 223, South 81°27'53" East a distance of 209.00 feet to a Mag Nail set for the Northeast corner of said Hidalgo County Drainage District No. 1 Right of Way Easement and of this herein described tract of land;
3. **Thence** departing the North line of said Lot 223, South 08°32'07" West at a distance of 20.00 feet passing a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP COR." set in the South Right of Way line of Moore Road, continuing a total distance of 1320.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set in the North line of said Lot 226, being the South line of Lot 223, for the Southeast corner of said Hidalgo County Drainage District No. 1 Right of Way Easement and of this herein described tract of land;

4. **Thence** with the South line of said Lot 223, the North line of said Lot 226, North $81^{\circ}27'53''$ West a distance of 209.00 feet to the **Point of Beginning** and being a 275,880 square foot or 6.3333 acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





SCALE 1"=100'



LOT 223
KELLY-PHARR SUBDIVISION
(VOL. 3, PG. 133 D/R)

CITY OF PHARR
(OCC. # 27437 O/R)
SEPTEMBER 28, 1972

S 81° 27' 56" E 209.00' MOORE RD. RIGHT-OF-WAY VARIES

1320.00'

N 08° 32' 07" E

EXISTING R.O.W.

N 08° 32' 07" E

HIDALGO COUNTY DRAINAGE
(EASEMENT)
DISTRICT NUMBER ONE
(VOLUME 1170, PG. 815 D/R)
FEBRUARY 21, 1967
6.33 AC.



275,880 SQ. FT.

SURVEY LINE

1320.00'

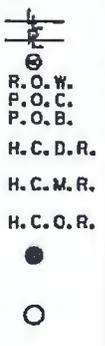
S 08° 32' 07" W

EXISTING R.O.W.

MATCHLINE STATION

LEGENDS

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED

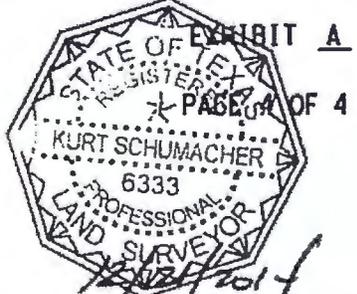


PLAT OF SURVEY
PARCEL 20
FOR PCT. 2 REGIONAL LINEAR
PARK PROJECT,
HIDALGO COUNTY

A 275,880 SQ. FT. (6.3332 AC.)
TRACT OF LAND SITUATED
IN LOT 223
KELLY-PHARR SUBDIVISION

OUT USA
(OCC. # 217655 D/R)
JANUARY 31, 2011.
6.57 AC.

TITLE COMMITMENT:
CHICAGO TITLE INSURANCE
COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: CITY OF PHARR
GF No.: 0003162531
EFFECTIVE DATE:
NOVEMBER 10, 2015



METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

Kurt Schumacher

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

- NOTES:**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
 - A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
- REFERENCES:**
- EASEMENTS GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY RODERIC B. THOMAS AND WIFE, GENEVIEVE P. THOMAS, DATED FEBRUARY 21, 1967, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1170, PAGE 815, DEED RECORDS HIDALGO COUNTY, TEXAS.
 - UTILITY EASEMENT GRANTED TO CITY OF PHARR, BY SHELL GULF OF MEXICO, INC. A DELAWARE CORPORATION, DATED JUNE 11, 2007, FILED FOR RECORD ON JUNE 19, 2007 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 1772031.
 - EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGE 133-134, DEED RECORDS HIDALGO COUNTY, TEXAS.
 - EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
 - EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
 - ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 20
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD., SUITE 13
MISSION, TEXAS 78572
PHONE: (361) 563-7772

TRPLS REC. FIRM 10193466

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
 PROPOSED INSURED/BORROWER:
 HIDALGO COUNTY
 OWNER: CITY OF PHARR
 OF No. 1 0003162531
 EFFECTIVE DATE:
 NOVEMBER 10, 2015

MATCHLINE STATION



SCALE 1"=100'



LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	
RIGHT OF WAY	
POINT OF COMMENCING	
POINT OF BEGINNING	
HIDALGO COUNTY DEED RECORDS	H. C. D. R.
HIDALGO COUNTY MAP RECORDS	H. C. M. R.
HIDALGO COUNTY OFFICIAL RECORDS	H. C. O. R.
SET 5/8" IRON ROD WITH PLASTIC CAP	
STAMPED "ROWSS PROP. COR."	
FOUND 1/2" IRON ROD	
UNLESS OTHERWISE NOTED	

PLAT OF SURVEY
 PARCEL 20
 FOR PCT. 2 REGIONAL LINEAR
 PARK PROJECT,
 HIDALGO COUNTY

A 275,880 SQ. FT. (6.3332 AC.)
 TRACT OF LAND SITUATED IN LOT 223
 KELLY-PHARR SUBDIVISION

EXHIBIT A



METES & BOUNDS DESCRIPTION
 ACCOMPANIES THIS HEREIN
 SURVEY EXHIBIT

Kurt Schumacher

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

RIGHT OF WAY SKETCH
 SHOWING PROPERTY OF
 PARCEL 20
 PCT. 2 REGIONAL LINEAR PARK PROJECT,
 HIDALGO COUNTY

ROW SURVEYING SERVICES, LLC.

800 S. STEWART RD., SUITE 13
 WISCONSIN, TEXAS 76797
 TEL: (817) 424-3333
 FAX: (817) 424-3333

TPLS REG. FIRM# 10193886

LOT 223
 KELLY-PHARR SUBDIVISION
 (VOL. 3, PG. 133 D/R)

CITY OF PHARR
 (DEC. 9 27437 O/R)
 SEPTEMBER 25, 1972

1320.00'

1320.00'

N 08° 32' 07" E

20

HIDALGO COUNTY DRAINAGE
 (EASEMENT)
 DISTRICT NUMBER ONE
 (VOLUME 1170, PG. 815 D/R)
 FEBRUARY 21, 1967
 6.33 AC.

EXISTING R.O.W.

EXISTING R.O.W.

N 08° 32' 07" E

S 08° 32' 07" W

SURVEY LINE

275,880 SQ. FT.

P.O.B. SET
 PARCEL 20
 N=16,587,432.1615
 E=1,089,628.8171

S 81° 27' 53" E
 451.00'

P.O.C.
 PARCEL 20
 SW CORNER
 LOT 223

N 81° 27' 53" W 209.00'

LOT 226
 KELLY-PHARR SUBDIVISION
 (VOL. 3, PG. 133 D/R)

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
- A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

- EASEMENTS GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY RODERIC B. THOMAS AND WIFE, GENEVIEVE P. THOMAS, DATED FEBRUARY 21, 1967, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1170, PAGE 815, DEED RECORDS HIDALGO COUNTY, TEXAS.
- UTILITY EASEMENT GRANTED TO CITY OF PHARR, BY SHELL GULF OF MEXICO, INC. A DELAWARE CORPORATION, DATED JUNE 11, 2007, FILED FOR RECORD ON JUNE 19, 2007 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 1772031.
- EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGE 133-134, DEED RECORDS HIDALGO COUNTY, TEXAS.
- EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
- ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

Linear Park Project
Parcel 20

Leonel Garza Jr & Associates LLC
Real Estate Appraisal Services

Project: Precinct No. 2 Linear Regional Park Project
Owner of Record: City of Pharr
Date of Appraisal: March 11, 2016

Hidalgo County Drainage District No. 1
C/o: Raul Sesin, Director
902 N. Doolittle Road, Edinburg, Texas 78542



TABLE OF CONTENTS

APPRAISAL SUMMARY	3
PURPOSE OF THE ASSIGNMENT	4
CLIENT AND INTENDED USER	4
INTENDED USE	4
SCOPE OF ASSIGNMENT	4
PROPERTY RIGHTS APPRAISED	5
PARTIAL ACQUISITION METHODOLOGY	5
JURISDICTIONAL EXCEPTION RULE	5
ENVIRONMENTAL STATEMENT	5
ACCESSIBILITY OF SUBJECT	6
DATE OF REPORT	6
EFFECTIVE DATE OF VALUE	6
ASSUMPTIONS & LIMITING CONDITIONS	7
MARKET ANALYSIS	10
LINEAR PARK PROJECT	11
PHARR CITY LIMITS AND EXTRATERRITORIAL JURISDICTION	12
PLAT MAP OF PARENT TRACT	14
MUNICIPAL ZONING	15
FEMA FLOOD MAP	16
PROPERTY TAX AND ASSESSMENT	17
HIGHEST & BEST USE	18
DEFINITION OF MARKET VALUE	18
COMPARABLE LAND SALES	19
SALE No. 1	20
SALE No. 2	21
SALE No. 3	22
LAND SALES ANALYSIS	23
PART TO BE ACQUIRED	24
SURVEY	25
TITLE REPORT – SCHEDULE A	29
AERIAL MAP	30
PHOTOGRAPHS	31
REMAINDER BEFORE & AFTER ACQUISITION	32
DIMINUTION OF MARKET VALUE	32
COST TO CURE	32
CERTIFICATION	33
QUALIFICATION OF APPRAISER	34

Leonel Garza Jr. & Associates
Real Estate Appraisal Services

March 11, 2016

Hidalgo County Drainage District No. 1
C/o: Raul Sesin, Director
902 N. Doolittle Road
Edinburg, Texas 78542

TRACT: 20
Owner of Record: City of Pharr

Mr. Sesin:

In accordance with your request, we are presenting an appraisal report of the underlying fee simple land described as part of the parent tract of the Kelly-Pharr Subdivision, encumbered by an existing Hidalgo County Drainage District No. 1 Easement. The scope of the assignment is to value the subject property as per date of inspection, in order to determine the current market value of the encumbered fee portion of property currently utilized for a drainage canal. This acquisition shall be recorded in the name of Hidalgo County Drainage District No. 1. This report is for the sole use and analysis by the Hidalgo County Drainage District No. 1 and has been performed under that standards set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), The State of Texas, Standards of Professional Practice of the Appraisal Institute and Senate Bill 18 (SB-18) as per scope of the assignment. The report is limited to the information provided by the client and by other public information sources such as the Hidalgo County Appraisal District, Hidalgo County Deed Records and the Hidalgo County Tax Office and is limited to the on or off-site inspection of the proposed acquisition area.

This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, a General Certified Real Estate Appraiser, personally inspected the subject property on March 10, 2016 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value. Information provided by the client was utilized for the determination of market value and for the overall analysis of the remainder before and after the acquisition. It should be understood by the reader that the client and intended user is the Hidalgo County Drainage District. The report has been developed based on the knowledge that said acquisition area shall be utilized for the public use indicated to be for a linear park to be developed by Hidalgo County Precinct No. 2.

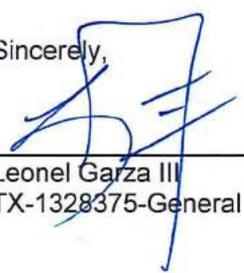
I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$11,717 as of the most recent inspection (visit) of the subject on March 10, 2016, based upon my independent appraisal and the exercise of my professional judgment; on March 10, 2016, (date)(s), I personally inspected in the field the property herein appraised; I afforded Hidalgo County Drainage No. 1, Incorporated, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Drainage District or until authorized by the client to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$ 0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Sincerely,



Leonel Garza III
TX-1328375-General

APPRAISAL SUMMARY

Parcel No. _____ 20
Easement Owner of Record _____ Hidalgo County Drainage District No. 1
902 North Doolittle Road, Edinburg, Texas
Fee Simple Owner _____ City of Pharr
PO Box 1729, Pharr, Texas
Physical Location _____ East Moore Road (S/S), 0.58 miles east of South Cage Boulevard
Date of On-Site Visit _____ March 10, 2016
Type of Property/Existing Use _____ Drainage Easement / Public Use
Legal Description (Parent Tract) _____ A parcel of land off the East side of the West one-half of Lot 223, of the
Kelly-Pharr Subdivision of a part of Porciones 69 and 70, as recorded
in Deed Records Vol. 3, Page 134, Hidalgo County, Texas.
Acquisition Area _____ 6.3333 Acres
Remainder Area _____ None Indicated
Property Rights Appraised _____ Easement Value
City Zoning Ordinance _____ Drainage Easement (DE)
Flood Zone Designation _____ Zone B
Utilities Available _____ All Municipal Utilities Available

APPRAISAL CONCLUSION

Market Unit Rate _____ \$ 18,500 / Acre
Encumbered Fee Unit Rate _____ \$ 1,850 / Acre
Acquisition Area Value _____ 6.3333 Acres (275,880 Square Feet)
Improvements with Acquisition Area _____ None Indicated To Be Compensable

Total Compensation _____ \$11,717

PURPOSE OF THE ASSIGNMENT

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010 by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement," in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." The final determination of compensation shall be based on the value of the underlying fee of the area held by Hidalgo County Drainage District No. 1.

CLIENT AND INTENDED USER

The client and intended user of this report is identified as Hidalgo County Drainage District No. 1 in conjunction with Hidalgo County Precinct No. 2. Hidalgo County Precinct No. 2 has a local office at 300 W. Hall Acres, Pharr, Texas 78577. Jaime Salinas and Jaime Cruz, right of way agents for Precinct No. 2 shall be negotiating the acquisition of said parcel. They can be contacted directly at (956) 787-1891.

INTENDED USE

The intended use of the report is to provide a market valuation of the proposed acquisition area and in order for Hidalgo County Drainage District and / or assigns for assistance in the purchase of said the fee simple portion of said easement area. This report shall be utilized for negotiations and eminent domain proceedings (if necessary). The appraisal shall assist the determined negotiator the market value for the purchase of all or part of the area identified by survey, which is encumbered with an easement in the name of Hidalgo County Drainage District No. 1. This appraiser does not authorize the unintended use of the report for any other purpose without the written consent of Leonel Garza III.

SCOPE OF ASSIGNMENT

By Purchase Order No. 628904 from Hidalgo County Drainage District No. 1 on March 10, 2016, a request for Leonel Garza Jr. & Associates, LLC to prepare an appraisal report of the fee simple estate of the part to be acquired. The client indicated that the scope of the assignment is to determine the underlying fee simple land value of the subject property and any contributory value of the site improvements located within the part to be acquired and diminution of market value (if any). Market sales within the area and / or comparable market areas are to be identified and analyzed for the determination of market value of the proposed acquisition area as per date of on or off-site inspection.

- In the event, access is not granted or any written or verbal communication has not been made with owner of record, appraiser is to proceed off-site. The owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.
- The market area shall be researched in order to identify comparable sales to the subject property.
- Appraiser is to determine the most applicable approach to market value for valuation of the subject property. This will include each segment of value; Whole Property, Part To Be Acquired, Remainder Before and After Acquisition as they apply to the subject property as they apply to the subject property.
- Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the owner of record or representative, shall be given a stated value for purposes of the report.
- Personal property is not to be included in the valuation of the subject property.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement" in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal, "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate."

PARTIAL ACQUISITION METHODOLOGY

The method of valuation involved in this project is set forth by the State of Texas when the governmental retained right of eminent domain is exercised. The Texas Constitution permits the acquisition of private property for public use (eminent domain), but it requires that any such acquisition entitles the owner to just compensation and that it shall be by the due process of the law of the land. The law dictates that the value of the whole property, the value of the part taken, the value of the remainder before the taking and the value after the taking be ascertained. The law allows for the offset of damages by enhancement if the enhancement is specific to the subject property. In the valuation of the proposed easement(s), the appraisers have taken into consideration the rights being taken and the contributory value of the land affected by this project. The percentage of the fee value acquired in the acquisition of the easement is based on two basic effects: 1) the Legal Encumbrance of the easement rights and obligations; and 2) the Physical Use of the easement areas.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is required that no other easements or encumbrances are located within the part to be acquired.

HYPOTHETICAL CONDITIONS

The subject property is utilized in part with a large network of drainage canals that extend throughout this portion of Hidalgo County managed and controlled by the Hidalgo County Drainage District No. 1. The improvements located within the easement area are owned and maintained by the District and shall not be included in the total compensation indicated within the report. Therefore, the hypothetical condition that the subject is vacant as per date of report.

JURISDICTIONAL EXCEPTION RULE

If any part of the *Uniform Standards of Professional Appraisal Practice* is contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction. For the purposes of this assignment, in valuing the whole property before the taking, we have disregarded any increase or decrease in the market value of the property caused by the public improvement for which part of the property is being taken, or by the likelihood that the property would be taken. Therefore, no enhancement to market value (if any) shall be considered based on project influence.

ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza, Jr. & Associates, LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment for an additional fee.

ACCESSIBILITY OF SUBJECT

Hidalgo County Drainage District No. 1 allowed the appraiser to access the easement through the series of canals leading to the subject property from existing road right of way near the acquisition area.

DATE OF REPORT

The effective date of report is March 11, 2016.

EFFECTIVE DATE OF VALUE

The effective date of appraised value is based on the most recent on-site or off-site visit to said property which is, March 10, 2016.

ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report is based on facts present and found during the course of the report. The report is also conducted under the following assumptions and limiting conditions, except as otherwise noted in our report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws, unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass, unless noted in the report.
10. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. Any sketch the property included in the body of this report is for illustrative purposes only and should not be considered to be scaled accurately as this is utilized for demonstrative purposes only in order to have the reader understand the scope of the assignment as stated in the report. Any survey provided by the client shall be utilized as the official indicator of land area to be acquired throughout the body of the report.

12. The appraiser accepts no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.
13. No part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.
14. Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.
15. Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
16. No assurance is provided that the methodology and/or results of the appraisal will not be successfully challenged by the Internal Revenue Service. In particular, the methodology for appraising certain types of properties, including without limitation, government subsidized housing, which has been the subject of debate. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
18. All parties who use or rely upon any information in this report without our written consent do so at their own risk. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.
19. No evidence or documentation has been provided as to the presence or location of any floodplain areas and/or wetlands. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal. The only method of determining flood zone in the area is by way of FEMA Flood Map designations of which are subject to change.
20. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any and all further copies of said report must be requested with the client.
21. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

22. No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of Leonel Garza III, President of Leonel Garza Jr. & Associates, LLC.

MARKET ANALYSIS

Pharr, Texas, is located in southern Hidalgo County, at the intersection of Interstate 69C and Interstate 2, and is part of the McAllen-Edinburg-Mission MSA. The McAllen-Edinburg-Mission MSA is defined by the United States Census Bureau as all of Hidalgo County, and is anchored by the cities of McAllen, Edinburg, Mission, and Pharr. According to the 2010 census, Pharr had a population of 70,400, which was indicated to be a $\pm 51\%$ increase from the 2000 census of 46,660. Since the commencement of NAFTA Pharr has established itself as one of the hubs of transportation and industrial types of businesses, and has also benefited from the "Maquiladora" or Twin Plant program with manufacturing plants on the Mexican and United States sides. Pharr is neighbored on the north by the city of Edinburg, the cities of McAllen and Hidalgo along the west, the city of San Juan to the east and the Rio Grande River to the south (the international border of Mexico and the United States).

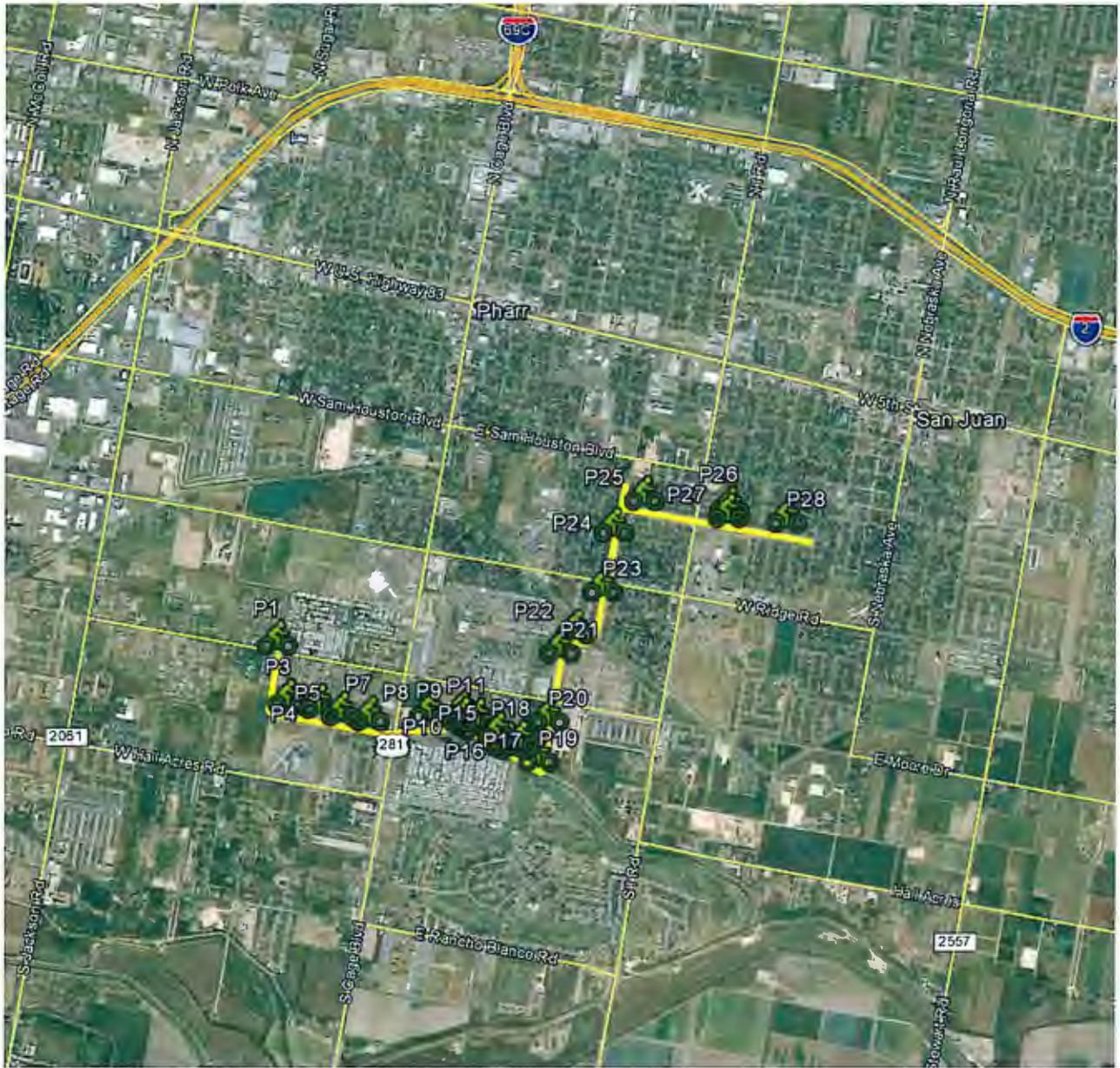
The Pharr-Reynosa International Bridge is one of the most important ports of entry along the United States – Mexico border. The bridge was open to the public on November of 1994, and is now one of the top land ports of entry along the US-Mexico border. The crossing is the longest border crossing in the world with a total length of 7.6 miles, with an average vehicle crossing of 1.4 million per for the year of 2011-2012. The Pharr/Reynosa International Bridge's popularity stems from fast crossing times due to the drive-thru x-ray machines the US Customs Service installed, along with a portable unit. The Pharr/Reynosa International Bridge is expected to be the starting point of the I-69 Corridor (NAFTA Highway). The city of Pharr has an abundant amount of land suited for retail and industrial use, with the city of Pharr planning to spend over \$500,000,000 on infrastructure improvements over the next ten (10) years. \$4,000,000,000 has been planned for transportation improvements over the next twenty (20) years, which includes the proposed Hidalgo County Loop. The southern portion of the Loop project is planned to expand the existing two-lane Military Highway to a four/six-lane road connecting all of the international bridges in southern Hidalgo County.

The market area is described as being located in-between Jackson Road and Nebraska Avenue, south of U.S. Business Highway 83, and north of the Main Floodway in Pharr, Texas. The market area consists mostly of residential developments (i.e. single-family, multi-family, and mobile home or RV Parks), PSJA ISD schools, and commercial developments along Cage Boulevard and I Road. The market area is located within the PSJA (Pharr, San Juan, Alamo) Independent School District, and is serviced by Geraldine Palmer Elementary School, Kelly-Pharr Elementary School, Edith and Ethel Carmen Elementary School, Kennedy Middle School, Jaime Escalante Middle School, Liberty Middle School, Stephen F. Austin Middle School, PSJA Southwest High School, PSJA North High School., and PSJA High School. The major thoroughfares in the area include the following:

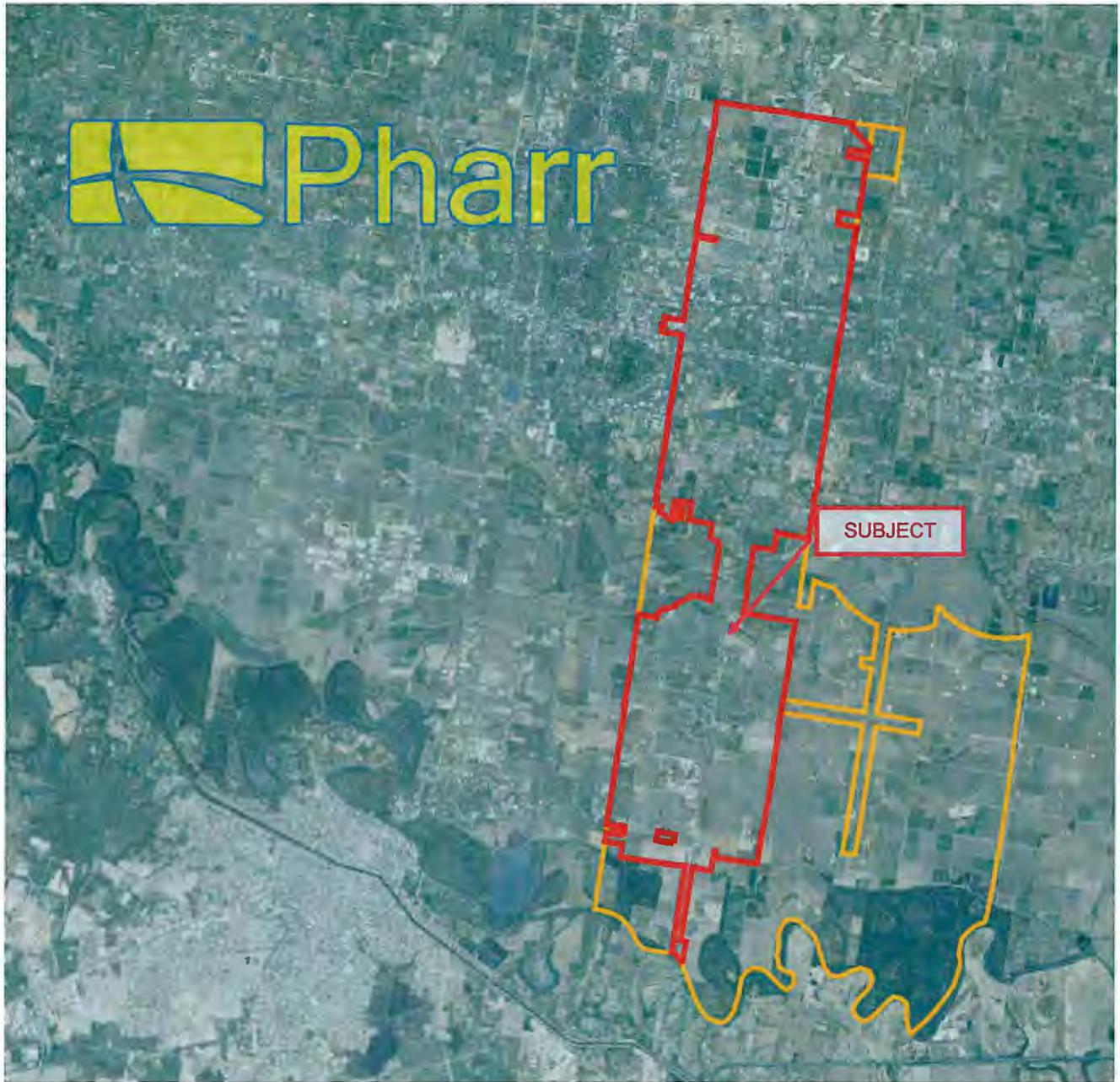
- ❑ Cage Boulevard (U.S. Highway 281), which is a north-to-south highway and is located to the east of the subject property; U.S. Highway 281 is a major highway connecting the Rio Grande Valley with San Antonio and the remainder of the State, as well as the Pharr/Reynosa International Bridge.
- ❑ Interstate 2 (U.S. Highway 83), which is located north of the subject property and is a major east-to-west thoroughfare for the entire Rio Grande Valley, which connects the Rio Grande Valley to Laredo.
- ❑ Military Highway, which is located south of the subject, and is a major east-to-west thoroughfare in the southern part of Hidalgo and Cameron Counties area and connects McAllen to the city of Brownsville.
- ❑ Jackson Road, "I" Road, and Nebraska Avenue (Raul Longoria Road); These three roads are thoroughfares located nearby the subject property and are heavily traveled roads intersecting with Interstate 2 and Military Highway.

LINEAR PARK PROJECT

The following map indicates the scope of the proposed linear park project for which the subject property is being appraised as the park shall follow the existing drainage district canal system maintained by Hidalgo County Drainage District No. 1.



PHARR CITY LIMITS AND EXTRATERRITORIAL JURISDICTION

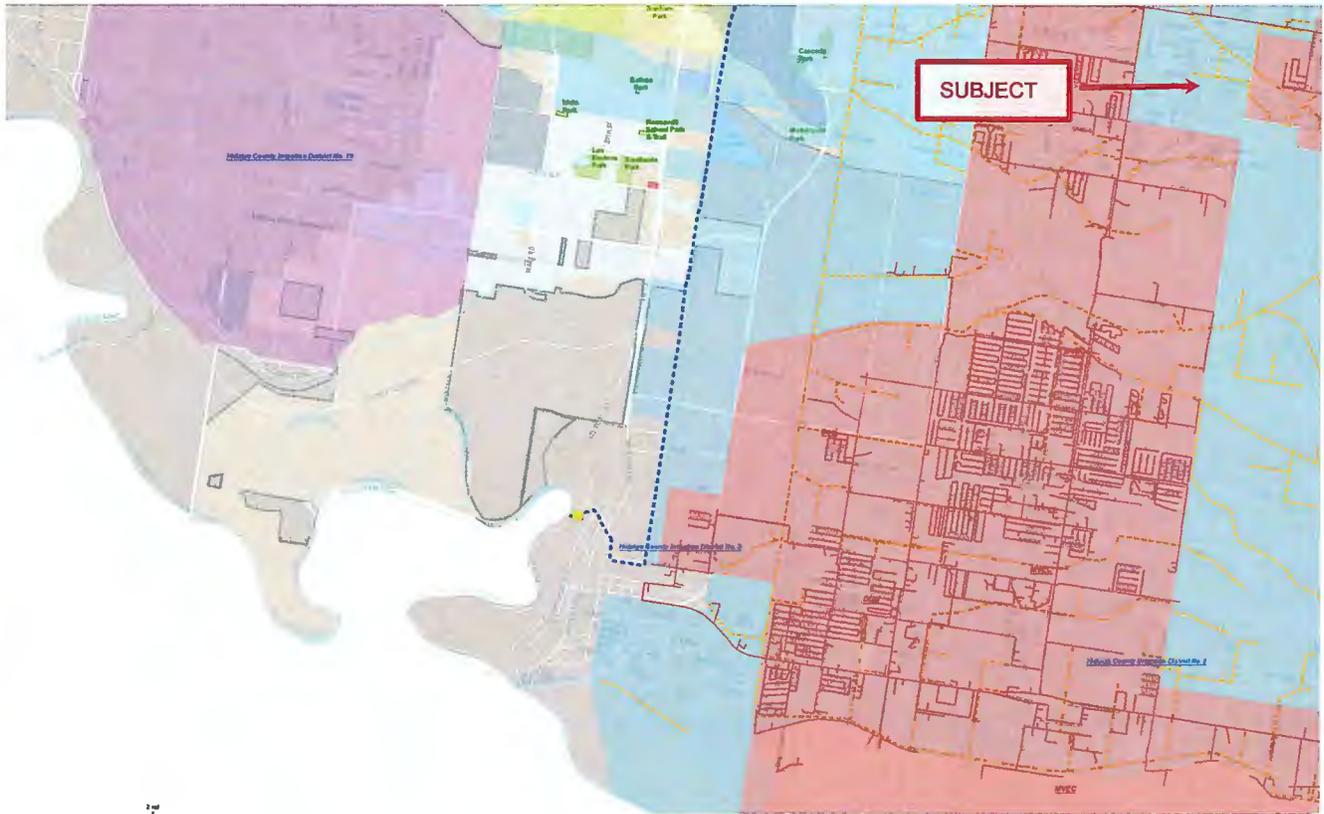


City of Pharr Limits
Extraterritorial Jurisdiction

www.pharr-tx.gov

UTILITIES - PHARR

According to the City of Pharr, the subject area does contain electricity, water and phone service. Other utility or public services in this region include multiple irrigation districts and drainage districts, as depicted within the following graphic.



www.Pharr-tx.gov

MUNICIPAL ZONING

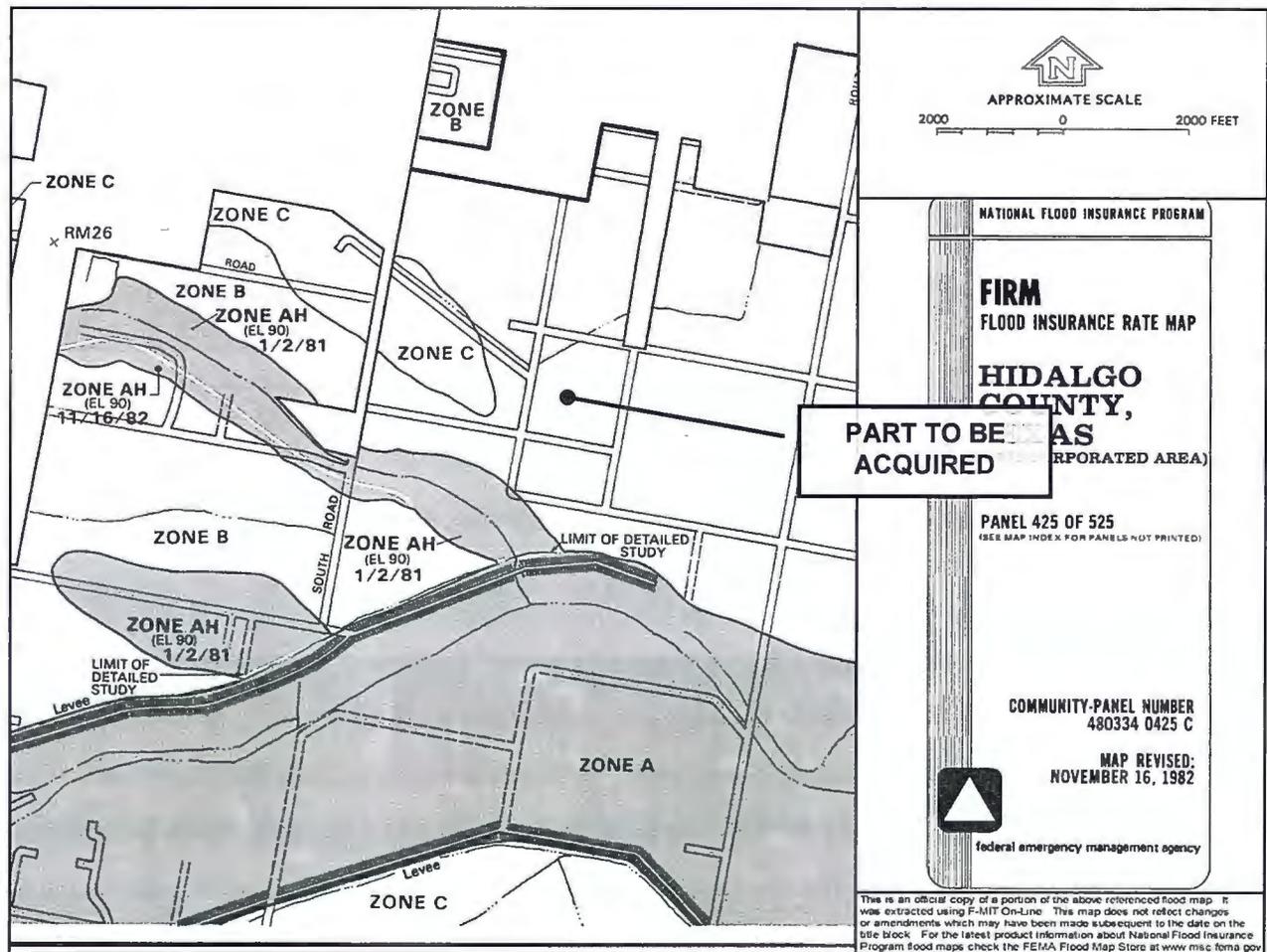
On Thursday, March 10, 2016, this appraiser contacted the City of Pharr Planning and Zoning Department which it was indicated that the property was currently zoned Drainage Easement (DE).



www.Pharr-tx.gov

FEMA FLOOD MAP

FEMA MAP No. _____ 480334025C
 FLOOD ZONE DESIGNATION* _____ Zone B



Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

<http://www.fema.gov/flood-zones>

During the physical inspection of the subject property, it has been determined that the subject property sits in a Levee area and is considered a low-lying area prone to severe flooding situations. The probability increases due to our location within the Lower Rio Grande Valley, which is susceptible to hurricanes deriving from the Gulf of Mexico, which can create an adverse amount of rainfall within a small period of time resulting in flash flooding. In reviewing the flood map designated for the market area, it was indicated that the subject property is not located within a flood prone area.

PROPERTY TAX AND ASSESSMENT

OWNER OF RECORD	CITY OF PHARR
PROPERTY TAX IDENTIFICATION NO.	202953
IMPROVEMENT VALUE	\$ 0
LAND VALUE	\$ 263,000
TOTAL ASSESSED VALUE	\$ 263,000
EXEMPTIONS	EX-XV

Account

Property ID: 202953 Legal Description: KELLY PHARR TRACT W 1/2 OF LOT 223 EXC 6.55AC IN D/D RW
 Geographic ID: K2400-00-000-0223-02 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 1000 E MOORE RD Mapsco:
 TX
 Neighborhood: Map ID:
 Neighborhood CD:

Owner

Name: CITY OF PHARR Owner ID: 129860
 Mailing Address: PO BOX 1729 % Ownership: 100.0000000000%
 PHARR, TX 78577-1632
Exemptions: EX-XV

Owner: CITY OF PHARR
 % Ownership: 100.0000000000%
 Total Value: \$263,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$263,000	\$0	\$0.00
CPR	CITY OF PHARR	0.654000	\$263,000	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	\$263,000	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$263,000	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	\$263,000	\$0	\$0.00
R17	ROAD DIST 17	0.000000	\$263,000	\$0	\$0.00
SPA	PSJA ISD	1.399200	\$263,000	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$263,000	\$0	\$0.00
Total Tax Rate:		2.972500			
Taxes w/Current Exemptions:					\$0.00
Taxes w/o Exemptions:					\$7,817.68

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$0	\$263,000	0	263,000	\$0	\$263,000
2015	\$0	\$263,000	0	263,000	\$0	\$263,000
2014	\$0	\$263,000	0	263,000	\$0	\$263,000
2013	\$0	\$263,000	0	263,000	\$0	\$263,000

HIGHEST & BEST USE

The highest and best use is defined as "The reasonably probable and legal use of vacant land / or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity".

The Dictionary of Real Estate Appraisal. 5th Edition Chicago: Appraisal Institute, 2010

The subject is part of a large network of drainage canals throughout Hidalgo County. Based on their existing use and future use, the overall highest and best use shall continue to be for public use. The Drainage District easement is restrictive in the overall use of the property by the underlying fee owner. However, the overall analysis of the part to be acquired required the appraiser to analyze the subject in an economic unit typically found in the immediate market area to determine the market value of the fee land (unencumbered). This economic unit shall be selected based on a single family residential development highest and best use.

DEFINITION OF MARKET VALUE

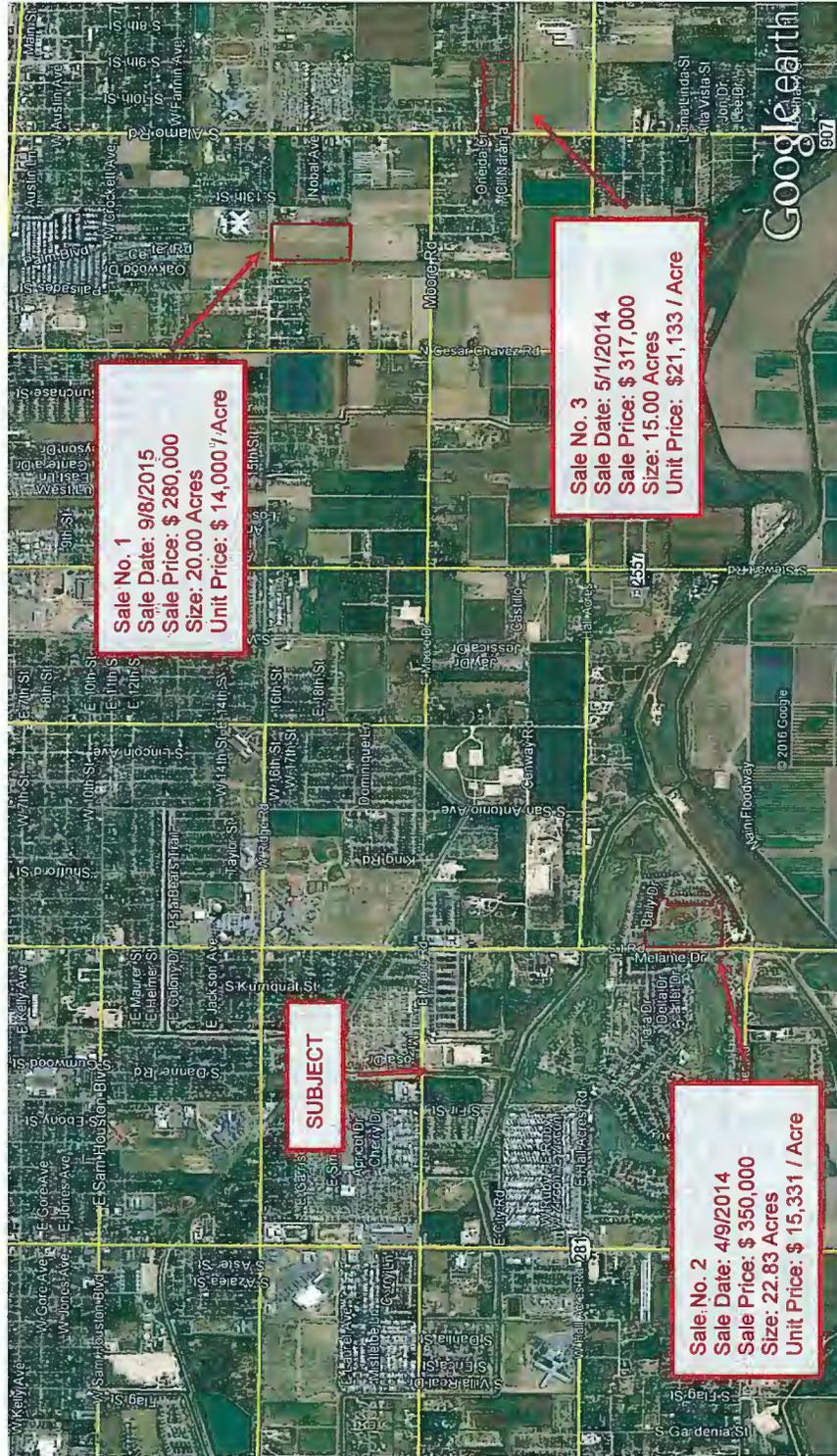
Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

- Buyer and Seller are typically motivated.
- Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from <http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#§%2034.42%20Definitions>.

COMPARABLE LAND SALES

The following sales were derived from a multitude of sources of which include the a local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area; however, if all information cannot be verified as per date of the report they may only be mentioned, but not heavily weighted in the overall analysis of the subject property.



SALE No. 1



Property Identification

Sales Record ID 2599
Property Type Agricultural
Address East Ridge Road, Alamo, Hidalgo County, TX, 78516

Recording Data 2643941
Grantor Shell Gulf of Mexico Inc., a Delaware corporation
Grantee Arturo Cortez
Sale Date September 08, 2015
Terms & Conditions
Verification MLS: A147477S
Tax ID A1800-00-032-0010-00

Land Size 20.000 Acres or 871,200 SF
Sale Price \$280,000
Unit Price \$14,000 / Acre

Topography Level
Utilities Public Water Available
Frontage Ridge Road
Improvements None / Vacant

Legal

The West 20 acres of the East 30 acres of Lot 10, Block 32 Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.

SALE No. 2



Property Identification

Sales Record ID 1471
Property Type Residential Single Family
Address South I Road, San Juan, Hidalgo County, TX, 78589

Recording Data 2504073
Grantor PlainsCapital Bank
Grantee Cuva Construction, LLC.
Sale Date April 09, 2014
Terms & Conditions
Verification MLS: A156454S
Tax ID J5700-00-014-0001-10

Land Size 22.830 Acres or 994,475 SF
Sale Price \$350,000
Unit Price \$15,331 / Acre

Topography Level
Utilities Public Water, Sewer
Frontage South "I" Road
Improvements None / Vacant

Legal

A tract of land containing 21.68 acres tract situated in the City of Pharr, Hidalgo County, Texas, and being a portion of Lot 1, Block 14, John Closner Et Al Subdivision.

SALE No. 3



Property Identification

Sales Record ID 2760
Property Type Agricultural
Address South Alamo Road, Alamo, Hidalgo County, TX, 78516

Recording Data 2509702
Grantor Universal Truckers, Inc.
Grantee JPO Enterprises, Inc.
Sale Date May 01, 2014

Terms & Conditions

Verification MLS: C168522S
Tax ID A1800-00-028-0004-00

Land Size 15.000 Acres or 653,400 SF
Sale Price \$317,000
Unit Price \$21,133 / Acre

Topography Level
Utilities Electric, Public Water, Telephone
Frontage South Alamo Road
Improvements None / Vacant

Legal

The 15.00 acre tract of land being the South 15.00 acres of Lot 4, Block 28, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas.

LAND SALES ANALYSIS

VALUATION GRID		REPRESENTATIVE COMPARABLE SALES					
Subject		Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor		Shell Gulf of Mexico Inc.		Plains Capital Bank		Universal Truckers Inc.	
Grantee	City of Pharr	Arturo Cortez		Cuva Construction LLC		JPO Enterprises Inc.	
Date		Sept. 8, 2015		April 9, 2014		May 1, 2014	
Sales Price	\$ -	\$ 280,000		\$ 350,000		\$ 317,000	
Unit Price		\$ 14,000 / Acre		\$ 15,331 / Acre		\$ 21,133 / Acre	
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Superior	-15%	Superior	-10%	Similar	-10%
Physical Characteristics	Rectangular / Economic Unit	Similar	0%	Similar	0%	Similar	0%
Topography	Level	Similar	0%	Similar	0%	Similar	0%
Available Utilities	All Municipal Utilities Available in Area	Similar	0%	Similar	0%	Similar	0%
Economic Unit	10.00 Acres	20.00	5%	22.83	5%	15.00	0%
	Net Adjustment	\$ (1,400)	-10%	\$ (767)	-5%	\$ (2,113)	-10%
	Indicated Unit Value	\$ 12,600 / Acre		\$ 14,564 / Acre		\$ 19,020 / Acre	
Unit Value of Fee Simple Area						\$ 18,500 / Acre	
Unit Value of Drainage Easement @ 90% of Fee Value						\$ 16,650 / Acre	
Unit Value of Encumbered Fee @ 10% of Fee Value						\$ 1,850 / Acre	
Value of Encumberd Fee		6.3333	Acre			\$ 11,717 / Acre	

During the analysis of the acquisition area, the value for the subject property as a whole and / or economic unit was determined utilizing the direct Sales Comparison Approach to Value as if Vacant. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market was searched for comparable land sales that are most similar to the subject property. Each of these sales utilized were indicated to be indicative of the market for the subject and therefore are reliable for the determination of the unit value of said tract of land. These sales were verified through various sources of which include, the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and / or Grantees, Appraisers and local Realtors. The land comparables were reviewed for similarity on several factors including but not limited to: Financing Terms, Market Conditions at Time of Sale, Available Utilities, Zoning, Road Access, Site Utility and Size of Tract.

PART TO BE ACQUIRED

The part to be acquired consists of a tract 209.00' foot x 1,320.00' tract of land out of Lot 223 of the Kelly-Pharr Subdivision with a total land area of 275,880 square feet or 6.3333 acres. This land is located along the southern boundary of Kelly-Pharr Subdivision. Utilities are located within the area and to the neighboring subdivision. The part to be acquired is currently being utilized for an existing drainage canal system that is in operation for said purpose. The area to be acquired shall continue for such purpose and may include other public use. The part to be acquired does not constitute an economic unit upon it-self and therefore for shall be valued as a pro-rata part of a selected economic unit for purposes of determining market value of the acquisition area.

The acquisition area is currently encumbered with an easement in the name of Hidalgo County Drainage District No. 1. The purpose of this acquisition is to acquire the underlying fee from the grantor of the easement and or the current owner of the underlying fee simple area as defined by title research provided. The easement area may be utilized for expanding existing drainage and or for other public use as deemed appropriate by the Hidalgo County Drainage District No. 1. Since the acquisition area is encumbered by an open drainage ditch / canal system, the majority of the bundles of rights to the fee simple estate have been acquired for purposes of the existing easement. Since the majority of rights have already been acquired and the limited existing use to the underlying fee is restricted by the existing easement, a discount to the fee simple market value is required. Therefore, the part to be acquired shall be valued at 10% of fee simple market value.

SURVEY

May 26, 2015
Revised December 11, 2015
Parcel 20
1 of 4 Pages

County: Hidalgo, Precinct 2
WA#10: Pct. 2 Regional Linear Park Project

Exhibit: A
FIELD NOTES FOR PARCEL 20

Being a 275,880 square foot or 6.3333 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 223, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being all of a Hidalgo County Drainage District No. 1 Right of Way Easement, as described in Volume 1170, Page 815, of the Deed Records, Hidalgo County, Texas, said 275,880 square foot or 6.3333 acre tract being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 223, Kelly- Pharr Subdivision,

Thence with the South line of said Lot 223, the North line of Lot 226, said Kelly-Pharr Subdivision, South $81^{\circ}27'53''$ East a distance of 451.00 feet to a $5/8''$ iron pin (N=16,587,432.1615, E=1,089,628.8171) with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southwest corner of said Hidalgo County Drainage District No. 1 Right of Way Easement and the Point of Beginning of this herein described tract of land;

1. Thence departing the North line of said Lot 226, across and through said Lot 223, Kelly-Pharr Subdivision, with the West line of said Hidalgo County Drainage District No. 1 Right of Way Easement, North $08^{\circ}32'07''$ East, at a distance of 1,300.00 feet passing a $5/8''$ iron pin with plastic cap stamped "R.O.W.S. PROP COR." set in the South existing 40.00 foot Right of Way line of Moore Road, continuing a total distance of 1320.00 feet to a Mag Nail set in the North line of said Lot 223, for the Northwest corner of this herein described tract of land;
2. Thence with Moore Road and the North line of said Lot 223, South $81^{\circ}27'53''$ East a distance of 209.00 feet to a Mag Nail set for the Northeast corner of said Hidalgo County Drainage District No. 1 Right of Way Easement and of this herein described tract of land;
3. Thence departing the North line of said Lot 223, South $08^{\circ}32'07''$ West at a distance of 20.00 feet passing a $5/8''$ iron pin with plastic cap stamped "R.O.W.S. PROP COR." set in the South Right of Way line of Moore Road, continuing a total distance of 1320.00 feet to a $5/8''$ iron pin with plastic cap stamped "R.O.W. PROP. COR." set in the North line of said Lot 226, being the South line of Lot 223, for the Southeast corner of said Hidalgo County Drainage District No. 1 Right of Way Easement and of this herein described tract of land;

4. **Thence** with the South line of said Lot 223, the North line of said Lot 226, North 81°27'53" West a distance of 209.00 feet to the **Point of Beginning** and being a 275,880 square foot or 6.3333 acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

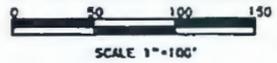
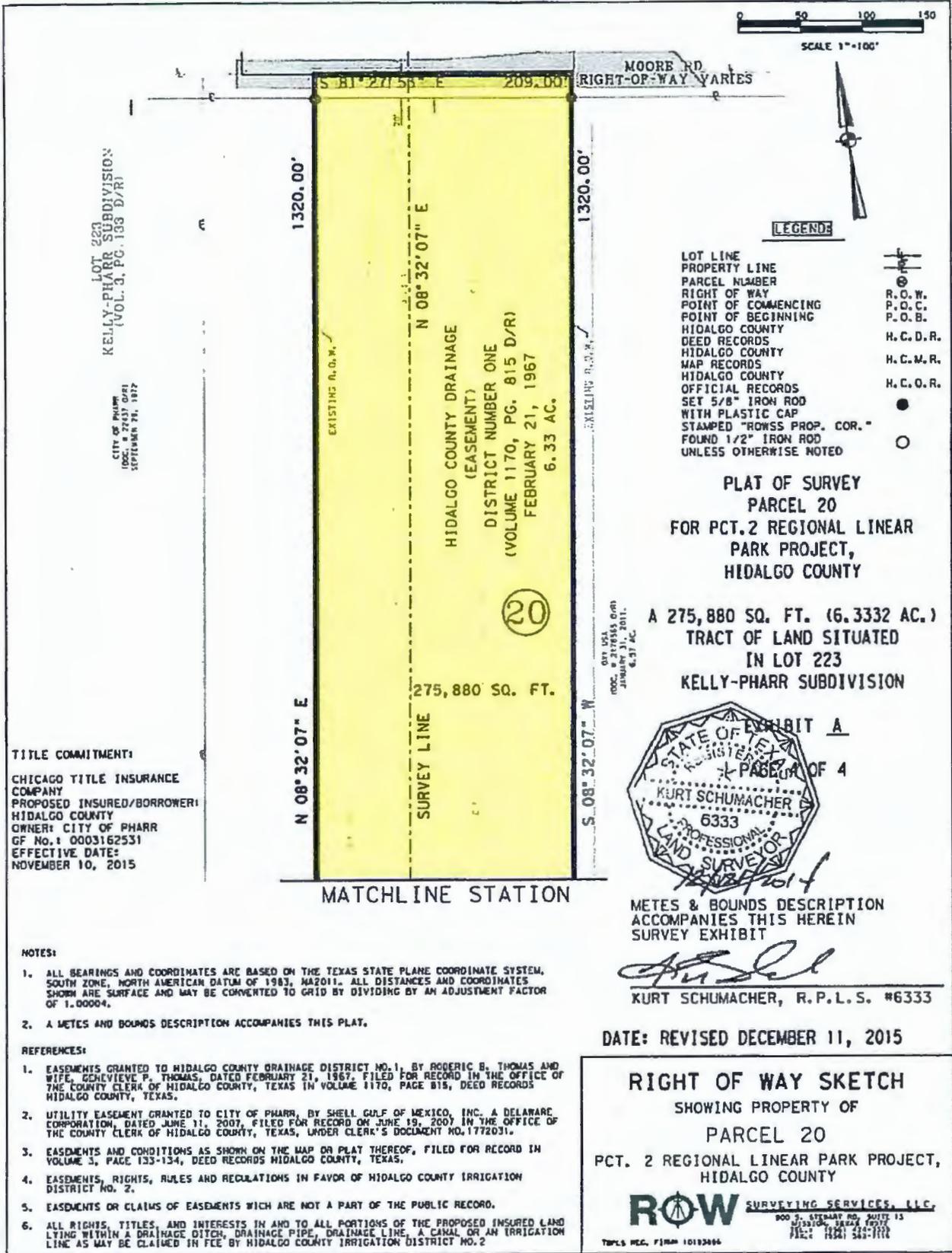
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 12/21/2015

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





LEGEND

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED

- R.O.W.
- P.O.C.
- P.O.B.
- H.C.D.R.
- H.C.M.R.
- H.C.O.R.

**PLAT OF SURVEY
PARCEL 20
FOR PCT. 2 REGIONAL LINEAR
PARK PROJECT,
HIDALGO COUNTY**

**A 275,880 SQ. FT. (6.3332 AC.)
TRACT OF LAND SITUATED
IN LOT 223
KELLY-PHARR SUBDIVISION**

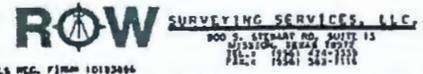


**METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT**

Kurt Schumacher
KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED DECEMBER 11, 2015

**RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 20
PCT. 2 REGIONAL LINEAR PARK PROJECT,
HIDALGO COUNTY**



TITLE COMMITMENT:
CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: CITY OF PHARR
GF No.: 0003162531
EFFECTIVE DATE: NOVEMBER 10, 2015

- NOTES:**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
 - A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

- REFERENCES:**
- EASEMENTS GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY RODERIC B. THOMAS AND WIFE, GENIEVIE P. THOMAS, DATED FEBRUARY 21, 1967, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1170, PAGE 815, DEED RECORDS HIDALGO COUNTY, TEXAS.
 - UTILITY EASEMENT GRANTED TO CITY OF PHARR, BY SHELL GULF OF MEXICO, INC. A DELAWARE CORPORATION, DATED JUNE 11, 2007, FILED FOR RECORD ON JUNE 19, 2007 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 1772031.
 - EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGE 133-134, DEED RECORDS HIDALGO COUNTY, TEXAS.
 - EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
 - EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
 - ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
 PROPOSED INSURED/BORROWER:
 HIDALGO COUNTY
 OWNER: CITY OF PHARR
 CP No.: 0003162531
 EFFECTIVE DATE:
 NOVEMBER 10, 2015

LOT 225
 KELLY-PHARR SUBDIVISION
 (VOL. 3, PG. 133 D/R)

CITY OF PHARR
 DOC. # 27437 0/R
 SEPTEMBER 29, 1972

MATCHLINE STATION



LEGEND:

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED

**PLAT OF SURVEY
 PARCEL 20
 FOR PCT. 2 REGIONAL LINEAR
 PARK PROJECT,
 HIDALGO COUNTY**

**A 275,880 SQ. FT. (6.3332 AC.)
 TRACT OF LAND SITUATED IN LOT 223
 KELLY-PHARR SUBDIVISION**

EXHIBIT A



**METES & BOUNDS DESCRIPTION
 ACCOMPANIES THIS HEREIN
 SURVEY EXHIBIT**

Kurt Schumacher

KURT SCHUMACHER, R. P. L. S. #6333

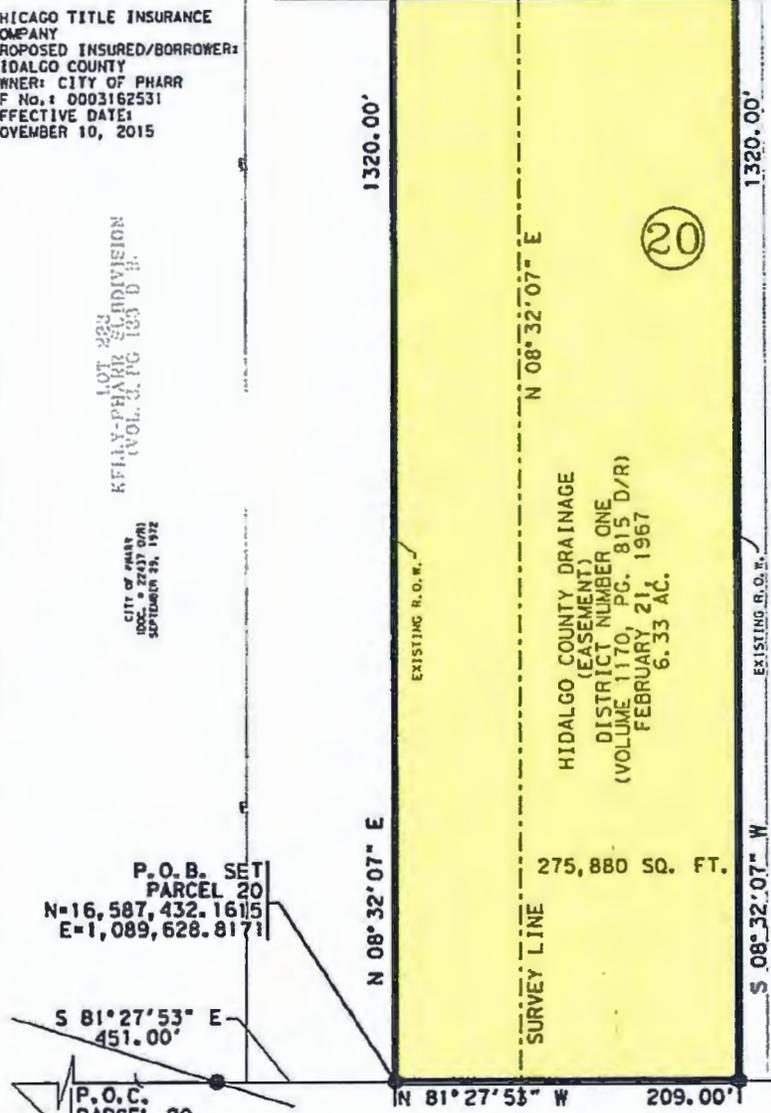
DATE: REVISED DECEMBER 11, 2015

**RIGHT OF WAY SKETCH
 SHOWING PROPERTY OF
 PARCEL 20
 PCT. 2 REGIONAL LINEAR PARK PROJECT,
 HIDALGO COUNTY**



TEXAS REG. FIRM 10193888

81118



**P.O.B. SET
 PARCEL 20
 N=16,587,432.1615
 E=1,089,628.8171**

S 81° 27' 53\"/>

**P.O.C.
 PARCEL 20
 SW CORNER
 LOT 223**

**LOT 225
 KELLY-PHARR SUBDIVISION
 (VOL. 3, PG. 133 D/R)**

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD83. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. EASEMENTS GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY ROGERIC B. THOMAS AND WIFE, GENEVIEVE P. THOMAS, DATED FEBRUARY 21, 1967, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1170, PAGE 815, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. UTILITY EASEMENT GRANTED TO CITY OF PHARR, BY SHELL GULF OF MEXICO, INC. A DELAWARE CORPORATION, DATED JUNE 11, 2007, FILED FOR RECORD ON JUNE 19, 2007 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 1772031.
3. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGE 133-134, DEED RECORDS HIDALGO COUNTY, TEXAS.
4. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
5. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
6. ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

TITLE REPORT – SCHEDULE A

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

P 20

Effective Date: November 10, 2015

GF No.: 0003162531

Commitment No. 0003162531, issued November 18, 2015, 08:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:
PROPOSED INSURED:

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$0.00
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$0.00
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

City of Pharr (as to Fee Simple Estate)

Hidalgo County Drainage District Number One (as to Easement Estate)

AERIAL MAP
ACQUISITION AREA HIGHLIGHTED IN YELLOW



PHOTOGRAPHS



Photo 1

A southern view of the subject property along the southern boundary of East Moore Road.



Photo 2

A northern view of the subject property along the southern boundary of the subject property.



Photo 3

Street view of East Moore Road. The subject property is on the left side in this photo.



Photo 4

Street view of East Moore Road. The subject property is on the right side in this photo.

REMAINDER BEFORE & AFTER ACQUISITION

The remainder before and after the proposed acquisition shall continue to be for public use. The proposed plan for the area of acquisition is for either expansion of the existing drainage system and or for a linear park for use by the public. The development of said park shall be performed by Hidalgo County Precinct No. 2 under the direction of the Honorable County Commissioner, Eduardo "Eddie" Cantu.

DIMINUTION OF MARKET VALUE

The diminution of market value refers to the damages assessed due to the part to be acquired. Based on the area to be acquired, the remainder shall not be affected in an adverse way affecting market value; therefore, no diminution of market value is indicated.

COST TO CURE

The Cost to Cure refers to the additional compensation required to replace site and or structural improvements to the remainder after in the event the depreciated cost is below replacement cost. However, since no improvements are indicated for the subject and the report is prepared under the hypothetical condition as vacant, no cost to cure is required.

RECONCILIATION OF VALUE:

Based on the analysis of the subject property on the date of inspection, and the facts presented within this report, it is the opinion that as of March 10, 2016, the estimate of total compensation for the part to be acquired is indicated to be \$ 11,717.

CERTIFICATION

I, Leonel Garza III, certify that, to the best of my knowledge and beliefs that the statement of fact contained within the report are true and correct and include the following:

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

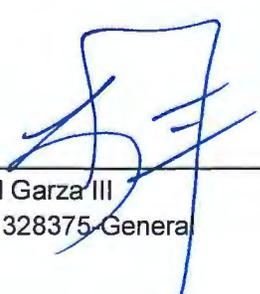
I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person(s) signing the certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

Leonel Garza, Jr. & Associates, LLC has not performed an appraisal on the subject property within the last (3) three years.



Leonel Garza III
TX – 1328375-Genera

QUALIFICATION OF APPRAISER

Leonel Garza, Jr. & Associates, LLC, provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of-Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Education & Licensure

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science)

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-Way Association (IRWA) (Member # 7899430)

Public Service

McAllen Planning and Zoning Board (Former Member / Chairman)

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

McAllen Traffic Commission Board (Former Member & Vice Chairman)

Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

McAllen Ambulance Advisory Committee (Former Member & Vice Chairman)

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals (Former Member)

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Former Member)

Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.



MEMORANDUM

DATE: April 27, 2016
TO: Juan G. Guerra, City Manager
FROM: Roel Garza, Director of Parks and Recreation R. G.

SUBJECT: Request to Adopt –a-park program

ISSUE

The City of Pharr Parks and Recreation Department is requesting the city to sponsor and enhance the condition and quality of our parks through sponsorships and volunteer service. The purpose of the Adopt-a-Park program is to promote partnerships between community groups and the Parks and Recreation Department. These partnerships promote community involvement, improve park facilities and grounds, and improve park attendance.

FINANCIAL CONSIDERATION

Minimum expenditures included in original parks budget.

STAFF RECOMMENDATION

Staff recommends that the City Commission consider this request.

Thank You

 **Pharr**
Parks & Recreation



Adopt A Park



**Parks
Make
Life
Better!**SM





City of Pharr

Adopt-a-Park Program

What is the Adopt-a-park program?

Adopt-a-park is a program sponsored by the City of Pharr Parks and Recreation Department to enhance the condition and quality of our parks through sponsorships and volunteer service.

Purpose:

The purpose of the Adopt-a-Park program is to promote partnerships between community groups and the Parks & Recreation Department. These partnerships promote community involvement, improve park facilities & grounds, and improve park attendance. This program augments the regular park maintenance provided by the department, thus helping to make the City of Pharr a more beautiful place for residents and visitors.

- Bring a body of volunteers to give a park or trail a spring and fall cleanup.
- Encourage the adopting organization's members to visit the park periodically and help keep it clean.
- Encourage each organization to give the park a personal touch as flowering plants and pruning.

Benefits:

Community Involvement – The Adopt-a-Park program provides opportunities for groups to help improve and maintain city parks, trails, and open spaces. As a volunteer you will have a unique opportunity to donate services to the community and enjoy the results of your hard work. Park volunteers become stewards of public lands by working to improve park areas in meaningful way.

Economic – You can help enhance and maintain our public lands through clean-up efforts, tree planting, weeding, monitoring wildlife, and other projects while assisting the City in making tax dollars stretch farther.

Environmental -- Your volunteer effort in our parks and on our trails increase public awareness of the importance of protecting our natural resources, generates pride in our parks systems, and demonstrates a commitment to this community and the environment. The Adopt-a-Park program brings a variety of organizations together with the Parks & Recreation Department to help maintain the appearance of public parks, trails, and open space. As a group or business, you can create a better environment for yourself and the next generation.

Recreation and Park Services – Adopt-a-Park helps people help each other so that all may have better recreational opportunities. The talent of volunteers is used to supplement the roles of the City of Pharr Parks & Recreation Department staff.

General Guidelines

- Adopt-a-Park is open to community groups, civic groups, churches, businesses, families, and individual citizens for minimum period of (1) year.
- Park sites and trail sections are given out on a first-come, first-served basis.
- Each area is unique and each group has unique skills and needs. For this reason groups need to work with the Parks & Recreation staff to develop mutually agreeable expectations on a case-by-case basis.
- Planting flowers, trees, and shrubs, painting buildings and picnic tables, and carpentry projects such as installing and repairing benches are tasks that are coordinated with the Parks & Recreation Department. The Parks & Recreation Department can provide necessary tools, equipment, and materials, as well as trash bags.

Additional Information

- The supervisor on behalf of the group will sign a simple agreement.
- The group supervisor will be required to call the Parks & Recreation Department to inform them of a planned outing and will complete and return the clean-up report form within 1 week of cleanup activities.
- The group supervisor will make arrangements with the Parks & Recreation Department for distribution of trash bags and final pick-up of full bags.
- The group supervisor will coordinate with the Parks & Recreation Department any improvement projects. The City will supply materials needed for planting, painting, improvements and repairs. The City will have final say on project outcomes.
- All participants under 18 years of age must have responsible adult supervision.
- Supervisors should have along a first aid kit and be aware of local emergency services in case of injuries.
- Plan the day's events, giving the group plenty of time, taking breaks, and not over-exerting participants.
- Adopt-a-Park groups must perform organized litter control and/or park beautification workdays as agreed to remain in good standing in the program.
- All volunteer work must be performed during daylight hours.

How It Works

You can be one of many community members who volunteer to conduct regular litter checkup in an effort to keep our City's park facilities safer and cleaner for all to enjoy. You can Adopt-a-Park or a portion of trail by volunteering to help over a specific period.

1. **Select and Submit an Application Form**

Once you select the facility you want to adopt, let us know by filling out the Application Form or calling the Parks & Recreation Department at (956) 402-4725. Our parks staff will work with you to identify park needs. All adoptions are on a first-come, first-served basis. From year to year, groups will retain the first-right-of-refusal for their areas of responsibility.

2. **Review and Complete the Information Package**

Once we confirm the proposed trail, park, or open space is available and safe for adoption, we will send you an information package. The package contains a Statement of Commitment, which describes the responsibilities of the Adopter and the City and a Release and Waiver Agreement to be signed by all volunteers participating in the program. Fill out and sign both forms and mail them to the Parks Director.

3. **Organize and Plan Your First Cleanup**

Organize and plan a date for your first cleanup, then arrange with the Parks Director to have cleanup materials dropped off. Cleanup materials can include safety vests, gloves, garbage bags, and tools. Use your Participant Record to document the date, the numbers of participants, how many bags of garbage were collected and number of hours the group spent on the cleanup. Also make any special notes of interest. Return this to the Parks Director at the end of every cleanup event. Once you have finished your first cleanup, call us and let us know how the cleanup went. The City will arrange to have the garbage bags picked up. The City will order your Adoption sign(s). Adopt-a-Park groups are required to provide their own on-site adult supervision.

4. **Cleanup Events**

For subsequent cleanup days continue to inform the Parks Director BEFORE the date. Again, this is so we can assist in picking up the bags as soon as possible and the garbage is not left out for long periods of time. If possible, group your bags together rather than scattering them along the route. This will be helpful to the driver who is picking up the bags.

5. **Renewal**

Within 60 days after their term expires, Adopt-a-Park groups must submit a written request to the Parks & Recreation Department in order to continue with their parks activities.

6. **Accidents**

All Adopt-a-Park groups are voluntary and as such are individually responsible for any/all of their own injuries from accidents. For record keeping purposes, groups must report all accidents & injuries within 24 hours to the Parks & Recreation Department at (956) 402-4725.

7. Recognition

Those individuals and groups who Adopt-a-Park will receive recognition from the Parks & Recreation Department in the form of a standardized adoption sign posted at the facility that you have maintained and will be recognized after each year of service with a plaque by the Mayor and City Council during the month of October.

Safety Requirements

DO

- Provide adequate supervision for participants who are under 18 years of age. All volunteers under the age of 18 must have the signature of their parent or guardian on their waivers.
- Sign a waiver and release form before the commencement of a volunteer activity.
- Wear appropriate clothing and shoes (not provided)
- Work during daylight hours, with a partner.
- Beware of bees and other irritants. Avoid bites by wearing insect repellent. Avoid sunburn by wearing sunscreen and a hat.
- Drink plenty of liquids.
- Use caution when working close to roadways and when approaching unfamiliar animals.
- Leave dead animals on site and report these to the Parks & Recreation Department.
- Wear safety vests provided by the City and return them to the Parks & Recreation Department.
- Lift all objects with your legs, not with your back.
- Wear light or bright-colored clothing, hard-soled shoes, and sturdy work gloves. Group and individuals must supply their own clothing and boots.
- Contact Parks & Recreation Department staff if you notice a safety hazard, such as a broken swing, etc.
- Tie bags tightly before placing in trash receptacles.
- Make sure that all volunteers in your group are familiar with these safety precautions.
- Report any/all major facilities & maintenance needs to the Parks & Recreation office.
- Separate garbage from recyclable material and leave on site for park staff.

DO NOT

- Perform any activities outside of their physical capabilities

- Use power tools and motor-driven equipment unless preauthorized by the Parks & Recreation Department
- Overexert yourself. Be sure to take breaks, drink liquids, and dress appropriately for the weather.
- Bring small children along on the projects unless they can be closely supervised.
- Leave children or pets locked in the car at work locations.
- Pick up materials you suspect might be hazardous, such as needles, or drug paraphernalia. Do call your local fire station immediately and give the precise location of the material.

Safety Guidelines for Teachers and Group Leaders

- Supervise students at all times.
- Review safety rules carefully with students before they begin the cleanup project.
- Tie bags tightly before placing in trash receptacles; do not stomp on them.
- Wash paintbrushes.
- Report any safety hazard to Parks & Recreation Department staff.
- Add any additional safety precautions you feel appropriate.

For Students and Youth

- Stay within sight of your teacher or group leader.
- Work with a buddy.
- Don't pick up trash near the streets or curb.
- Don't pick up any sharp objects, such as broken glass or needles. Report it immediately to the Parks & Recreation Department.
- Report any broken park equipment, such as swings, to your teacher or group leader.
- If City staff is working on site, don't run in front of them or get too close when they are working with a machine.
- Wash your hands thoroughly when you complete your work.

Let's restore not destroy our city parks! Destroying or defacing park equipment is not fun but costly to everyone. Let's restore our City Parks by helping keep them clean.



Donations

The City of Pharr Parks & Recreation Department welcomes donations as part of the Adopt-a-Park program and encourages groups to raise funds for worthy park improvement projects (i.e. playground equipment, picnic tables & grills, trash receptacles & recycle carts, bulletin boards, land restoration activities and other facility improvement).

One Day Cleanups

Parks & Recreation staff will periodically schedule one day cleanups; please call for more information. If you have ideas for one day cleanups please contact the Parks & Recreation Department at 956-402-4725.

Adopt-a-Park

Statement of Commitment

The Adopt-a-Park Program is a cooperative effort between The City of Pharr and citizens who wish to contribute to the appearance of their community. Both parties, therefore, commit to each other to perform certain activities for keeping cleaner and safer trails, open spaces, and other public facilities. It is understood that at no time is the safety of any volunteer to be comprised in the performance of any activity associated with this program.

THE ADOPTER agrees to:

1. By signature below, the Group, both jointly and severally, acknowledge the hazardous nature of the work and agree, both jointly and severally, to the following terms and conditions.
2. Participants in the Group agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the Director of Parks & Recreation for special conditions on a particular adopted park or trail.
3. The Group shall appoint or select a chairperson to serve as spokesperson for the Group. The spokesperson shall make all necessary arrangements to obtain required supplies and materials from the City.
4. When participants are 18 years of age or younger, the Group shall furnish adequate supervision. The designated contact person will assure that all participants are responsible people.
5. Groups shall be required to adopt for a minimum periods as determined by mutual consent, 1 year minimum preferred. The Parks & Recreation Department will review each request. The Parks & Recreation would prefer that the applicant complete the Adopt-a-Park Volunteer Participant Application but will consider other forms of request. The Group shall not subcontract or assign its duties or responsibilities to any other group, organization or enterprise, without contacting the Parks & Recreation Department.
6. Groups shall perform maintenance, the minimum number of times each year as worked out with the Parks & Recreation Department and at such additional times as required by the Director of Parks & Recreation. Maintenance shall include items such as litter pickup, planting and maintaining flowerbeds, fertilizing, etc.
7. Individuals shall wear City-supplied and approved safety vests during any work performed.
8. If performing litter pickup, the Group shall be responsible for placing litter in trash bags furnished by the Parks & Recreation Department. Unused materials and supplies furnished by the City shall be returned to the City on the first business/work day following each cleanup.
9. Each Group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages while on the adopted section. The contact person will discuss safety precautions with participants and assure that the appropriate tools and equipment are used during cleanup.



10. Each Group should avoid direct contact with items that have the potential to be hazardous or injurious. Item such as syringes, condoms and animal parts shall not be touched. Hazardous litter and exceptionally heavy or unyielding objects shall be reported immediately to the Parks & Recreation Department
11. The Group shall release, relieve, hold harmless, and indemnify the City, its agents, servants and employees for any and all actions, claims, and injuries, lawsuits arising out of or in any way connected to the activities connected with the Adopt-a-Park program.
12. Report to the Parks & Recreation Director any injury incurred by any participant during cleanup activities. The injury will be reported within two working days of the incident and shall include:
 - The name of the injured person
 - The time and date of the incident
 - The nature of the injury
 - Details of the incident
 - The name of any hospital or clinic attended

The City of Pharr Agrees to:

1. Supply operating materials that may include, but is not limited to, safety vests, litterbags, and gloves. Supplies and materials for the purpose of planting and enhancements may be considered at a future date, depending upon the approval of both parties.
2. Arrange for the removal and disposal of any litter and materials collected from the designated trail or park.
3. Supply and install one Adopt-a-Park sign with the adopter's name on the sign when the adopter has satisfactorily performed the duties stated in this agreement.

I have read and understand this statement of commitment of the Adopt-a-Park Program, and agree to the terms of participation.

Designated Trail section, Park or Facility	
Organization	Estimated Number of Participants
Contact Person	
Address	
Phone Number	Application Date
Signature of Contact Person	Date
Parks & Rec Director	Date



City of Pharr
Adopter-a-Park Program
Sponsor Release and Waiver Agreement

ASSUMPTION OF RISK

I am aware that engaging in an Adopt-a-Park activity may involve certain risks, dangers and hazards including but not limited to contact with dangerous debris and collision with passing traffic. I agree to wear safety vest and gloves while participating to minimize any such risks and I freely accept and fully understand and assume all risks and dangers.

RELEASE OF LIABILITY

I agree to waive any and all claims against the City of Pharr and to release the City of Pharr from any and all liability for any loss, damage, injury or expense that I may suffer as a result of participating in the Adopt-a-Park Program.

I have read and understood this Release prior to signing it. I am aware that by signing this release I am waiving certain rights that my heirs, next of kin, executors, administrators and assigns may otherwise have against the City.

Organization Information:

School Name Address

Sponsor Name Sponsor Signature Date



City of Pharr

Adopter-a-Park Program

Youth Participant Release and Waiver Agreement

ASSUMPTION OF RISK

I am aware that engaging in an Adopt-a-Park activity may involve certain risks, dangers and hazards including but not limited to contact with dangerous debris and collision with passing traffic. I agree to wear safety vest and gloves while participating to minimize any such risks and I freely accept and fully understand and assume all risks and dangers.

RELEASE OF LIABILITY

I agree to waive any and all claims against the City of Pharr and to release the City of Pharr from any and all liability for any loss, damage, injury or expense that I may suffer as a result of participating in the Adopt-a-Park Program.

I have read and understood this Release prior to signing it. I am aware that by signing this release I am waiving certain rights that my heirs, next of kin, executors, administrators and assigns may otherwise have against the City.

Organization Information:

School Name

Address

Participant Name

Participant Signature

Date

Guardians Name

Guardians Signature

Date



MEMORANDUM

DATE: April 28, 2016
TO: Mayor and Commissioners
FROM: Juan G. Guerra, City Manager

Consultation with the Board of Commissioners on review of the city organization structure

No backup information is needed for this item.



**JOHNSON
PETROV LLP**
ATTORNEYS AT LAW

March 11, 2016

RECEIVED
MAR 14 2016
CITY MANAGERS OFFICE

Mr. Juan Guerra
City of Pharr (the "City"), City Manager
Pharr Housing Finance Corporation ("PHFC"), Executive Director
PHFC Jackson Place Apartments (the "Owner"), Executive Director
118 S. Cage Boulevard
Pharr, Texas 78577

Mr. Guerra:

As we discussed March 8, 2016, this firm has been engaged by PHFC and the Owner to represent them in the financing, acquisition, and development of the Jackson Place Apartments (the "Project"). The Lender, CTL, has requested the opinion of outside counsel to the City to deliver an opinion as to the enforceability of the Support Agreement relative to the financing of the Project. You have requested, and we have agreed to provide that opinion as a part of the closing of the transaction. We understand that the City has in-house counsel and outside counsel to represent its interests, and our opinion as to the City will be limited to the enforceability of the Support Agreement and related documents.

In our original engagement letter dated of November 2, 2015, a copy of which is enclosed, we notified you that there could be issues which may be considered a conflict of interest with respect to representation of the PHFC and the Owner by us with respect to the Project. Although I believe that the goals of the City, the PHFC, and the Owner are identical, and that the governing bodies of each are identical (except for the Independent Director of the Owner), it is possible that our providing services to all three of the entities, including the opinion mentioned above, could be perceived as a conflict.

Therefore, I am requesting that each of the City, PHFC, and the Owner consent to this firm providing services to, and representing the interests of each of them with respect to the Project as described herein.

Please sign this letter in the spaces provided below on behalf of the City, the PHFC, and the Owner. Your signatures will indicate to us that all parties waive any conflicts of interest to the extent described in this letter and the original engagement letter. If any conflict reaches the level where sole separate representation is required, we will inform you and take action in accordance with the requirements of the Texas Rules of Ethics. Likewise, I will expect that you will inform us if you, on behalf of any of the three entities, believe such a conflict exists.

March 11, 2016

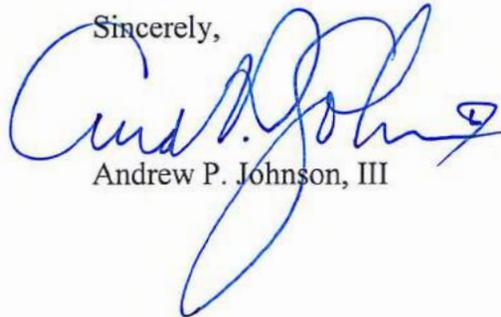
Page 2

We will continue to work with your in-house counsel and outside counsel on matters as you see fit.

As you know, there are additional financings and additional projects which have been contemplated by the City which would use a similar legal and financial structure to that used by the Project. Similar issues would exist in those financings, as well. In the event additional engagement letters are executed with PHFC, Pharr Economic Development Corporation, or any additional owners of any additional projects, I will provide conflicts provisions similar to the above and in the original engagement letter. Your consent on behalf of the City and PHFC with respect to the Project will continue with respect in the future to any similarly financed projects until the City or any party to any engagement letter informs us otherwise.

Thank you very much for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew P. Johnson, III". The signature is stylized with large loops and a long horizontal stroke at the end.

Andrew P. Johnson, III

Agreed and accepted this ____ day of March, 2016:

PHARR HOUSING FINANCE CORPORATION
("PHFC")

By: _____
Name: Juan Guerra
Title: Executive Director

PHARR HOUSING FINANCE CORPORATION
JACKSON PLACE APARTMENTS ("Owner")

By: _____
Name: Juan Guerra
Title: City of Pharr, Executive Director

CITY OF PHARR ("City")

By: _____
Name: Juan Guerra
Title: City Manager



MEMORANDUM

DATE: May 2, 2016
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

A handwritten signature in blue ink, appearing to be "W. Ueckert", is written over the "FROM:" line.

SUBJECT: Agenda Request: Discussion and possible action, if any, on authorizing City Manager to negotiate and execute additional engineering services with SDI Engineering for Downtown Lighting Project.

ISSUE

Additional engineering services are required for providing electrical design plans for the installation of the Downtown Lights – Polk to Business 83. Lumatec was to provide the electrical design for this project, but since they have decided not to continue with the project, there are no plans. This item is not in SDI Engineering scope of work.

FINANCIAL CONSIDERATION

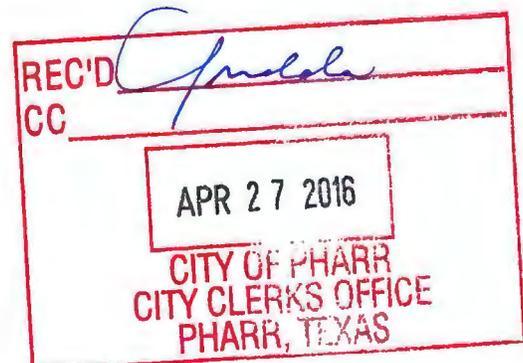
Additional Services amount \$14,500.00.

STAFF RECOMMENDATION

Staff recommends approval of additional services. See attached proposal.

ALTERNATIVES

Current Contract Amount: \$33,700.00



April 27, 2016

William F. Ueckert Jr., P.E.
City Engineer
City of Pharr
118 South Cage
Pharr, Texas 78572

RE: S. Cage Lighting Improvements - Professional Engineering Services Proposal – **Amendment No. 2**

Dear Mr. Ueckert,

Pursuant to your request, I respectfully submit for your consideration a proposal for Amendment No. 2 for the above-referenced project. The following summary is for the additional project coordination and design for the electrical component of this project.

BASIC SCOPE OF SERVICES:

TASK B - ENGINEERING AND SCHEMATIC DEVELOPMENT:

- Coordinate design meetings with City of Pharr staff for design by Electrical Engineer
- Coordinate engineering activities with design professionals from electrical utility company
- Prepare Alternative Preliminary Schematic and Prepare presentations to all entities as required
- Prepare Final Schematic in accordance with City approved alignments and Design Criteria

TASK C - BIDDING AND CONSTRUCTION PHASE SERVICES

- Provide periodic electrical construction site observations
- Provide Electrical As-Built Plans

ENGINEERING FEE:

BASIC SCOPE OF SERVICES

- | | |
|---|--------------|
| • TASK B - Additional Electrical Engineering and Schematic Development (Sub-Consultant) | \$ 14,500.00 |
| • TASK C - Construction Phase Services | \$ included |

\$ 14,500.00

The Owner shall be responsible for the following, not included in the Services Fee:

- Document filing, Permitting Fees, Inspection Fees by Others (As Required)
- MEP Design Fee (if required)

INVOICES AND PAYMENTS:

SDI Engineering will submit invoices for partial payments for our services based on completion of work performed and shall be on a monthly basis.

Once again, I thank you for your consideration of this proposal and should you have any questions, or require additional information, please contact me at (956) 287-1818 or (956) 607-9081.

Sincerely,

A handwritten signature in black ink that reads "Israel Posadas". The signature is written in a cursive style with a large initial "I".

Israel Posadas, P.E.
President

MEMORANDUM

DATE: April 25, 2016

TO: Juan G Guerra, City Manager

FROM: Luis Bazan, Bridge Director

(Handwritten initials)

(Handwritten signature)

SUBJECT: Amending contract for Professional Service Agreement and Lobbying Services to Improve the Mexican Aduana at the Pharr International Bridge.

ISSUE

On April 25, 2016, the Bridge Board approved amending the Professional Service Agreement and Lobbying Services to Improve the Mexican Aduana at the Pharr International Bridge.

FINANCIAL CONSIDERATION

Total cost is \$188,000.

STAFF RECOMMENDATION

I recommend that the Pharr International Bridge department be authorized to amend the Professional Service Agreement and Lobbying Services to Improve the Mexican Aduana at the Pharr International Bridge.

REC'D *(Signature)*
CC

APR 27 2016
CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS

CITY OF PHARR

PROFESSIONAL INFRASTRUCTURE SERVICES AGREEMENT

RIO REGIONAL INFRASTRUCTURE SERVICES LLC

WHEREAS, the City of Pharr, Texas (City) desires to maintain its rising financial and economic influx;
and

WHEREAS, the City has created and established the Pharr-Reynosa International Toll Bridge;
and

WHEREAS, the City has maintained open communication and a positive working relationship
with Mexico and its officials throughout the years; and

WHEREAS, the City deems it necessary a have a voice that will continue to market, through a
consultant, the City and its international bridge for years to come and make improvements to
infrastructure on both the Pharr and Mexican side of the international bridge by continuing to negotiate
with Mexican officials.

This Agreement is entered into by the City of Pharr, Texas (City), and the Rio Regional
Infrastructure Services LLC (Consultant). The Consultant, in consideration for the compensation
herein provided, The Consultant, in consideration for the compensation herein provided, shall The
parties agree that Consultant shall provide its corporate formation fillings pertaining to the terms of this
agreement and amendments thereto, as well as, any resolutions and minutes authorizing approval of
the terms and conditions contained within this agreement. Consultant further agree to render the
following professional services:

1. SERVICES.

The Consultant shall perform his obligations and Basic Services necessary for the development of the services described in **Attachment "A": Timeline**. The Deliverables provides a description of the tasks that will be performed by the Consultant and is based on the understanding of the City's desires and objectives. Consultant shall further provide written reports to the governing body and City administration on a quarterly basis of all services, support, and other activity. Consultant shall ensure that any written reports ensure confidentiality and prevent disclosure of exempt information as allowed by applicable laws.

2. PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this contract. The principal personnel that will be carrying out this project is mr Ezequiel Ordonez - Animas.

3. COMPENSATION AND PAYMENT. (a) The City shall pay Consultant for the performance lobbying of services a fees of; **\$ 188,000.00 Phase II Lobbying Redesing infrastructure Project inside of SAT Mex Custom South Bound in Mexico side, is TOTAL PROJECT \$ 188,000.00,** thereafter and no reimbursement of travel expenses and any office expenses at Victoria, Tamaulipas, Mexico. Compensation for additional services, which may be required of the Consultant, shall be agreed if the terms of this agreement are amended in writing.

(b) The Consultant agrees to utilize city resources in obtaining travel arrangements, prior to scheduling and expenditure, if practicable. The City shall use act in accordance with accepted standards and rates from the state comptroller and related federal agencies.

4. ADDITIONAL DUTIES. Any additional duties required of the Consultant shall be subject to approval of the City's governing body, and upon written amendment of this agreement.

5. TERM; TERMINATION OF CONTRACT. The term of this Agreement shall commence on the 1st day of October, 2016 and shall expire on the 30th day of December, 2016. Also any party to this agreement can terminate this agreement for any reason or for no reason upon thirty (30) days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

6. RENEWAL OF CONTRACT. Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners.

7. HOLD HARMLESS AND INDEMNIFICATION. The Consultant agrees to protect, defend, hold harmless and indemnify the City, any member of its departments, Board of Commissioners, its officers, employees and agents, from and against any and all claims, actions, liabilities, costs, attorneys' fees, judgment, liens, court orders, and damages brought by third parties.

8. INDEPENDENT CONTRACTOR / NONDISCLOSURE. The parties stipulate and agree that: (a) Consultant shall be an independent contractor for all purposes under this Agreement, and as such, no part of Consultant's work-product, methods, or process provided to City shall be directed or controlled by City; (b) Consultant is not prohibited from providing services to any other entity or person that are not in conflict with the interests of Pharr and its corporations and departments; (c) Consultant will provide its own equipment, supplies, and necessities to perform under this agreement; (d) Consultant acknowledges and agrees that it may be personally liable for self-employment taxation; (e) Consultant is not entitled to any benefits as may be applicable to the personnel of the City; (f) Consultant further agrees and stipulates that neither it nor any agent, employee, or representative shall disclose or share any information or materials obtained from City or in furtherance of this agreement with any person or third-party including but not limited to any other domestic or foreign municipality unless authorized by City.

9. NON-ASSIGNMENT. This agreement and the terms and conditions hereof shall not be assigned or subcontracted by either party without written amendment thereof.

10. CONSOLIDATION. This document is intended by the parties as the final, merged, and bonding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representation, understandings, or agreements have been made or relied upon in the making of this agreement, other than those specifically set forth herein.

Signed on this the 30 day of April, 2016.

Ezequiel Ordonez-Animas
Rio Regional Infrastructure Services, LLC

Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas

ATTACHMENT "A"
DELIVERABLES
TIMELINE - INFRASTRUCTURE LOBBYING SERVICES

- Consultant agrees to provide the City of Pharr with the following services:

PHASE 1:

a). Four (4) months of work in managing the development of the Mexican Aduana.
- Meetings with representatives of the State Of Tamaulipas Government, Secretaria de Comunicaciones y Transportes (SCT), Servicio de Administración Tributaria (SAT) and Secretaria de Relaciones Exteriores (SRE).

b). Status of Three (3) projects inside Mexico Customs (Aduana):
Official Letters from the Federal Government (SAT):
Document Number (Oficio): 800-06-00-00-00-2015-0279
Date: 12/07/2015
Document Number (Oficio): 800-5000-00-00-2015-000779
Date: 12/09/2015

- First executive level documents signed, sealed and delivered by Mexico Customs (SAT) – directly from the National Customs Administration, based in Mexico's Headquarters in Mexico City, indicating the approval of the modernization project (See attached letters).

- Initial before and after improvements/construction inside SAT Facilities (See attached pictures).

- Approved Plans (layout/render) for Phase 2 construction of dedicated lanes for both import and export lots. Dedicated lanes for Full Cargo, Empties, FAST/C-TPAT Certified and Non-commercial (passenger vehicles)
(See attached layout/render).

c). Presentation of the Executive Project and development of redesign and reconfiguration of Customs Pharr Reynosa by Federal Government SAT, to Mayor of Pharr, Commissioner and City Manager, as well as Directors of the International Bridge.

PHASE 2:

- Joint presentation of approved infrastructure projects on both the U.S. and Mexico before the Plenary Meeting of the Regional and Binational Bridges and Border Crossings Group (BBBXG) in Chihuahua, Chihuahua, Mexico.

- Both the Pharr International Bridge and the State of Tamaulipas Government presented binational projects as planning partners.

- CBP and GSA backup the projects and compliment Pharr for the positive impact and the "correct way" to master plan, having successfully submitted and accepted the strategic infrastructure projects under Section 559 of the August 2015.

- Exclusive private meeting with Mr. Mauricio Ibarra Ponce de León, Director General de Asuntos Especiales, SRE Mexico (Secretaria de Relaciones Exteriores) – Director General of Special Affairs, Ministry of Foreign Affairs for Mexico Federal Government.
- Press release from El Economista News paper from Mexico, SAT Mex Aduana to inform about the new technology and infrastructure improvements at the Tijuana, Mexicali and Pharr – Reynosa. Ricardo Trevino, Director General de Aduanas (SAT) states that the Pharr - Reynosa construction will start this year 2016.
- Exclusive private visit from Mexico Congresswoman, Maria Esther Camargo Felix de Luebbert – Diputada Federal, to address, facilitate and expedite the improvements to the access (roadway) leading to the Aduana.
- Exclusive private visit from Ricardo Trevino, Director General de Aduanas del SAT Gobierno Federal, to greenlight the modernization of the Aduana (import/export lots), valued at \$60-\$70 Million USD, and authorize Pharr Bridge to receive blueprints of the actual design in order to start promoting the overall redevelopment.
- Joint presentation: Plenary Meeting of the Binational Bridges and Border Crossings Group (BBBXG). Delegates from the U.S. and Mexican Federal Governments, States of Arizona, California, New Mexico, and Texas, and the Mexican States of Baja California, Chihuahua, Coahuila, Nuevo Leon, Sonora, and Tamaulipas, will participate in May 2016, Mexico City.
- Authorized blue print copies of the redevelopment submitted to the Pharr Bridge by SAT National Officials

PHASE 3:

- Start of construction: Import/Export Lots within Mexico Customs (SAT) .

NOTE: In accordance with the agreement, if Phase 3 is fulfilled during the Phase 2 process/timeline the monies will be granted in full. If Phase 4 is not completed on the day specified within this process/timeline, the monies will not be granted in full.



RIO REGIONAL INFRASTRUCTURE SERVICES LLC

7417 N. 10th Street McAllen, Texas 78504

Phone: (956) 681-6228; Fax: (956) 278-3239

TIMELINE - INFRASTRUCTURE LOBBYING SERVICES

Customer: Pharr International Bridge
 Address: 9900 South Cage
 City: Pharr, TX

Date: April 20th 2016

DATE	SCOPE OF WORK	AMOUNT
<p>October 2015 - January 2016</p> <p>January 22, 2016</p>	<p>Bridge Liaison Infrastructure Development Project for FY 2015 -2016</p> <ul style="list-style-type: none"> - Lobbying in Mexico to Redesign the Infrastructure inside Mexico Customs - Mexico Aduana / Servicio de Administración Tributaria (SAT). - Payment for Professional Infrastructure Services Contract, signed April 20th, 2016. <p>TIMELINE - INFRASTRUCTURE LOBBYING SERVICES</p> <p>PHASE 1:</p> <p>a). Four (4) months of work in managing the development of the Mexican Aduana.</p> <ul style="list-style-type: none"> - Meetings with representatives of the State Of Tamaulipas Government, Secretaria de Comunicaciones y Transportes (SCT), Servicio de Administración Tributaria (SAT) and Secretaria de Relaciones Exteriores (SRE). <p>b). Status of Three (3) projects inside Mexico Customs (Aduana):</p> <ul style="list-style-type: none"> - Official Letters from the Federal Government (SAT): Document Number (Oficio): 800-06-00-00-00-2015-0279 Date: 12/07/2015 Document Number (Oficio): 800-5000-00-00-2015-000779 Date: 12/09/2015 First executive level documents signed, sealed and delivered by Mexico Customs (SAT) – directly from the National Customs Administration, based in Mexico’s Headquarters in Mexico City, indicating the approval of the modernization project (See attached letters). - Initial before and after improvements/construction inside SAT Facilities (See attached pictures). - Approved Plans (layout/render) for Phase 2 construction of dedicated lanes for both import and export lots. Dedicated lanes for Full Cargo, Empties, FAST/C-TPAT Certified and Non-commercial (passenger vehicles) (See attached layout/render). 	



RIO REGIONAL INFRASTRUCTURE SERVICES LLC

7417 N. 10th Street McAllen, Texas 78504

Phone: (956) 681-6228; Fax: (956) 278-3239

	<p>c). Presentation of the Executive Project and development of redesign and reconfiguration of Customs Pharr Reynosa by Federal Government SAT, to Mayor of Pharr, Commissioner and City Manager, as well as Directors of the International Bridge. - Payment (pending)</p>	<p>\$ 45,000.00</p>
<p>March 23rd, 2016</p>	<p>PHASE 2:</p> <ul style="list-style-type: none"> - Joint presentation of approved infrastructure projects on both the U.S. and Mexico before the Plenary Meeting of the Regional and Binational Bridges and Border Crossings Group (BBBXG) in Chihuahua, Chihuahua, Mexico. - Both the Pharr International Bridge and the State of Tamaulipas Government presented binational projects as planning partners. - CBP and GSA backup the projects and compliment Pharr for the positive impact and the "correct way" to master plan, having successfully submitted and accepted the strategic infrastructure projects under Section 559 of the Donations Acceptance Program (DAP). Working jointly to plan and develop the projects (Entry Lanes and Exit Lanes) under a signed and fully executed MOU, signed August 2015. Payment 	<p>\$ 20,000.00</p>
<p>April 14th, 2016</p>	<ul style="list-style-type: none"> - Exclusive private meeting with Mr. Mauricio Ibarra Ponce de León, Director General de Asuntos Especiales, SRE Mexico (Secretaria de Relaciones Exteriores) – Director General of Special Affairs, Ministry of Foreign Affairs for Mexico Federal Government. Payment 	<p>\$ 10,000.00</p>
<p>April 15th, 2016</p>	<ul style="list-style-type: none"> - Press release from El Economista News paper from Mexico, SAT Mex Aduana to inform about the new technology and infrastructure improvements at the Tijuana, Mexicali and Pharr – Reynosa. Ricardo Trevino, Director General de Aduanas (SAT) states that the Pharr-Reynosa construction will start this year 2016. Payment 	<p>\$ 15,000.00</p>
<p>April 22nd, 2016</p>	<ul style="list-style-type: none"> - Exclusive private visit from Mexico Congresswoman, Maria Esther Camargo Felix de Luebbert – Diputada Federal, to address, facilitate and expedite the improvements to the access (roadway) leading to the Aduana. Payment 	<p>\$ 20,000.00</p>
<p>May 2nd, 2016</p>	<p>Exclusive private visit from Ricardo Trevino, Director General de Aduanas del SAT Gobierno Federal, to greenlight the modernization of the Aduana (import/export lots), valued at \$60-\$70 Million USD, and authorize Pharr Bridge to receive blueprints of the actual design in order to start promoting the overall redevelopment.</p>	



RIO REGIONAL INFRASTRUCTURE SERVICES LLC

7417 N. 10th Street McAllen, Texas 78504

Phone: (956) 681-6228; Fax: (956) 278-3239

<p>April 14th, 2016</p>	<p>- Joint presentation: Plenary Meeting of the Binational Bridges and Border Crossings Group (BBBXG). Delegates from the U.S. and Mexican Federal Governments, States of Arizona, California, New Mexico, and Texas, and the Mexican States of Baja California, Chihuahua, Coahuila, Nuevo Leon, Sonora, and Tamaulipas, will participate in May 2016, Mexico City. Payment</p>	<p>\$ 10,000.00</p>
<p>June, 2016</p>	<p>- Authorized blue print copies of the redevelopment submitted to the Pharr Bridge by SAT National Officials Payment</p>	<p>\$ 28,000.00</p>
<p>August - December, 2016</p>	<p>PHASE 3: - Start of construction: Import/Export Lots within Mexico Customs (SAT) - Final Payment.</p>	<p>\$ 40,000.00</p>
<p>NOTE: In accordance with the agreement, if Phase 4 is fulfilled during the Phase 3 process/timeline the monies will be granted in full. If Phase 4 is not completed on the day specified within this process/timeline, the monies will not be granted in full.</p>		
<p>GRAN TOTAL</p>		<p>\$ 188,000.00</p>



RIO REGIONAL INFRASTRUCTURE SERVICES LLC

7417 N. 10th Street McAllen, Texas 78504

Phone: (956) 681-6228; Fax: (956) 278-3239

Mayor, Dr. Ambrosio "Amos" Hernandez
Commissioners City of Pharr, TX
City Manager Juan Guerra

First of all, this new project falls beyond the scope of the project with the government of Tamaulipas to confirm the approval of the redesign and reconfiguration of the Customs Nuevo Amanecer Port Of Entry, also known as International Bridge Reynosa-Pharr.

This project is validated by Reynosa-Pharr Customs Administrator, Mr. Sergio Berlin Perez Aguirre and approved by Customs General Office in Mexico City.

The redesign and reconfiguration of the International Bridge Reynosa-Pharr is a project of great significance for the Mexican Customs Administration, through the SAT (Tax Administration Service), dependence governed by the Ministry of Finance and Public Credit (SHCP).

The project is of utmost importance due to its private and exclusive nature and it prioritizes the Reynosa-Pharr port of entry. This project has been initiated since it was approved by headquarters as well as by the office of Nuevo Amanecer Port of Entry. Therefore, it has been characterized as confidential due to the expressed interest from other ports of entry to start projects that involve empty trucks leaving the country. Due to this project's delicate nature and importance we were asked not to divulge or publicize it.

In previous months, Mexican Customs Administration, through the Government of the State of Tamaulipas and the Ministry of Public Works, paid us a visit to provide us with the details of the project for the redesign and reconfiguration of the Nuevo Amanecer Port of Entry. Customs Planning Director, Mr. Alberto Morales Tayavas - Equipment and Customs Infrastructure Manager, Dr. Ambrosio "Amos" Hernandez, Mayor of City of Pharr, Commissioners and other Pharr International Bridge representatives were also in attendance during this visit.

In recent meetings with the Mexican Customs Administration, a discussion was held in reference to the opening of different ports of entry and how such ports were categorized as a security breach due to lack of resources. Furthermore, the possibility of closing these ports of entries due to their vulnerability, mainly in the areas of import and export, has also been considered.

Mr. Sergio Berlin Perez Aguirre, Regional Customs Director and administrator of 5 different ports of entry, kindly articulated that the reconfiguration and renovation project within Customs Nuevo Amanecer Port of Entry has a projected financial budget of 50- 70 million dollars approx.



RIO REGIONAL INFRASTRUCTURE SERVICES LLC

7417 N. 10th Street McAllen, Texas 78504

Phone: (956) 681-6228; Fax: (956) 278-3239

The next project was reviewed in the Bi-National Bridges and Border Crossings Conference held in the city of Chihuahua, Chih. Mx. in which we presented the Pharr International Bridge project under the endorsement of CBP Washington Pavlov, Mikhail CBP Director of Facilities, Maintenance and Engineering with MOU letter of intent and Charlie Hart, GSA Executive Director.

The project previously mentioned refers to the contract assigned to the RR Infrastructure Services Company L.L.C. to manage the redesigning and reconfiguration of infrastructure in the Mexican Custom "Nuevo Amanecer Port Of Entry" in Reynosa, Tamaulipas, Mexico.

In this regard, I would like to inform you that the schedule for this management services consists of 4 phases. To this date, we have completed Phase 1 and Phase 2 will be finalized within a matter of days.

Phases 3 and 4, basically rely on engineering drawings relating to the redesign and reconfiguration of the Customs mentioned above. Such documentation is being regulated before the Mexican Federal Government, through the Directorate General of Customs.

Likewise, I'm elated to inform you that we have fulfilled in a timely manner with the activities planned in our schedule and rest assured we will continue to comply with the dates set for phases 3 and 4.

The next step would be to answer the following questions:

Project Cost: \$ 50 to 70 MDD

Project Planning Timeline: October, November and December 2015

Project Starting Time: March-April 2016 (dormitories for Customs employees)

Construction Starting Time: First Semester June-July 2016

Official documents: Government of Tamaulipas – Customs Administration May-June 2016

Importance of the Project: SAT (Tax Administration Service) counterpart US-IRS.

Intelligent Bridge with new technology for greater efficiency and a more viable option for import and export services.

Without further ado, I take this opportunity to send a cordial and respectful greeting.

RR Infrastructure Services, LLC

Ezequiel Ordonez

Bridge Liaison



MEMORANDUM

DATE: April 27, 2016 Date of Meeting: May 2, 2016

TO: Mayor and Commissioners
FROM: Adolfo Garcia, Library Director

E-Rate technical network support and maintenance proposal for Pharr Memorial Library

ISSUE

The City of Pharr Memorial Library has been utilizing the federal E-rate program to provide technical network support and maintenance for E-rate eligible equipment. The E-rate program provides an opportunity for technology companies to submit proposals to the library for technical network support and maintenance services on a yearly basis for E-rate eligible equipment. This year, only one company submitted a proposal for technical support and network maintenance services. The maintenance services run from July 1, 2016 to June 30, 2017 as per E-rate funding cycle. After E-rate's approved discount, the library only pays 10% of the monthly cost of service.

	<u>Cost</u>	<u>TERM</u>
Valley IT Solutions	\$100/ hour, Maximum 500 hours	12 months

STAFF RECOMMENDATION

Staff recommends approval of the 1-year (12 months) service agreement for technical support and maintenance of E-rate eligible equipment with Valley IT Solutions.

THANK YOU

REC'D _____
 CC _____

APR 27 2016

CITY OF PHARR
 CITY CLERK'S OFFICE
 PHARR, TEXAS

CONSULTING AGREEMENT

THIS AGREEMENT is made as of (date): _____ by and between **Pharr Memorial Library** of 121 E Cherokee St, Pharr TX 78577 (" **Client** ") and **Valley IT Solutions, Inc.** ("**Consultant**") of 301 Mexico St, Suite H3A, Brownsville, TX 78520.

RECITALS:

1. **Client** is engaged in the business of Public Library Services.
2. Consultant has specialized professional services that can benefit **Client**.
3. **Client** desires to retain the services of the Consultant to utilize Consultant's professional services in specific areas beneficial to **Client**.

NOW, THEREFORE, in consideration of the mutual recitals, promises and conditions contained herein, **Client** and Consultant agree as follows:

1. Duties. **Client** hereby engages Consultant as an independent contractor to provide resources and services necessary to accomplish the following activities, without limitation:

- A. Computer Administration services to **Client**.
- B. Such other duties and responsibilities as shall be mutually agreed and specified from time to time on Exhibit " A " attached hereto.

2. Consultant's Representations and Warranties.

A. Consultant represents and warrants that the existence and performance of this Consulting Agreement are not in conflict with any other personal, business, or a combination of business and personal relationships with any individual, corporation, non-profit, or any other organization which Consultant is now or shall be affiliated with during the term of this Agreement as an employee, officer, director or in any other capacity. Conflict is interpreted to mean any legal, regulatory, fiduciary, ethical or professional requirement or obligation the Consultant has as a result of Consultant's relationship, affiliation, position or office held within any personal, business, non-profit, or any other organization that Consultant's participation and compliance with this Agreement would violate.

B. Consultant further warrants to treat all business affairs and records including, without limitation, customer list(s) given to Consultant by **Client** as confidential information and to return any and all such information upon request and the termination of this Agreement.

C. Consultant further represents and warrants to **Client** that it has the experience and ability to perform the services required by this Agreement; that it shall perform said services in a professional, competent and timely manner to the best of its ability. However, the Consultant cannot be held liable should its efforts not result in acquiring any dispensations requested by **Client** since these shall be granted or not by the sole decision and at the sole discretion of Consultant. **Client** hereby acknowledges and agrees that Consultant has not made and does not make any representation and/or warranty, either express or implied, with respect to the level of

performance it shall achieve in the resolution of the issues. No representation warranty or guaranty of any level of performance shall be construed to have been made hereunder.

D. By agreeing to, soliciting, or hiring any services provided by Consultant, **Client** agrees that Consultant is not liable or responsible in any way for circumstances including or resulting in any backup or disk imaging services or the failing or loss of backups or disk imaging, data loss, data corruption, system crash, hardware failure, loss of information, breach of security, system compromise, loss of time, or loss of production or any capacity of operations. **Client** agrees that Consultant will not be held responsible or liable for any of the mentioned circumstances prior to, during, or after the services provided by Consultant.

3. This Agreement shall terminate upon:

- A. Notice by **Client** to Consultant upon the intentional and material breach by Consultant of any agreement contained herein.
- B. Consultant reserves the right to terminate any and all service agreements at the discretion of the Consultant upon the intentional and material breach by **Client** of any agreement contained herein OR with thirty (30) days written notice of termination of service agreements.
- C. **Client** reserves the right to terminate any and all service agreements at the discretion of the **Client** upon the intentional and material breach by Consultant of any agreement contained herein OR with thirty (30) days written notice of termination of service agreements.
- D. Termination shall not extinguish the right of Consultant to be compensated as provided herein.

4. Compensation. **Client** shall pay to Consultant compensation as follows:

- A. Consulting: See Exhibit A.
 - 1) **Client** acknowledges and agrees that all monies due to Consultant under this agreement and not paid to Consultant within thirty (30) days after notification shall bear late fee of one and a half percent (1.5%) per month on the unpaid balance starting on calendar day thirty one (31) after the due date, and cumulatively accrued on the entire new balance on each subsequent thirty (30) calendar day anniversary of the original due date.
- B. Consultant shall be entitled to reimbursement for all reasonable out-of-pocket expenses incurred on behalf of **Client** in the performance of duties under this Agreement with prior approval from **Client**.

5. Authority.

A. Services shall not be provided by Consultant under this Agreement unless specifically requested by **Client**. Consultant shall not have, nor shall it represent itself as having, any authority to make contracts in the name of or binding on **Client** or to pledge **Client's** credit or to extend credit in **Client's** name. All activities performed or performable by Consultant shall be in the capacity of an independent contractor, and not that of employer and employee, partnership, joint venture or similar relationship. Nothing implied or stated herein or otherwise shall give rise to any other relationship between **Client** and Consultant. **Client** is interested only in the results obtained by Consultant, who shall have control of the manner and means of performing this Agreement, except as may be prescribed by this Agreement. Neither party shall have the right to require anything which

would jeopardize the independent contractor relationship under applicable law. Consultant shall work such hours and at such locations as is mutually beneficial to **Client** and Consultant. As an independent contractor, Consultant shall control the conduct and means of performing the work and adhere to professional standards consistent with the industry.

B. Consultant hereby agrees to use best efforts in connection with the purposes and objectives of **Client** and shall diligently and faithfully devote to such purposes and objectives its time and activity during normal business days and hours as in Consultant's and client's discretion shall deem necessary for the performance of this Agreement. Notwithstanding the foregoing, however, this Agreement does not preclude Consultant from engaging in any other business endeavors or having other business interests so long as they do not materially conflict with or interfere with **Client**'s operations. Consultant may employ outside consultants and advisors for such matters as Consultant may identify in Consultant's discretion. All such persons shall be employees or independent contractors of Consultant, and their compensation, salaries, social security taxes, withholding taxes, and any other deductions or payments required to be made shall be at the cost and expense of Consultant.

6. Miscellaneous.

A. Each party agrees to indemnify and save the other harmless from any and all liability, loss, costs, damage or expense, including attorney's fees, which such party may incur or sustain as a result of any conduct of the other party.

B. **Client** and Consultant agree to comply with all laws and regulations of any federal, state, county or municipal authority having jurisdiction.

C. The drafting, execution and delivery of this Agreement by the parties have been induced by no representation, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. This Agreement reflects the negotiation of both parties hereto.

D. All language in this Agreement shall be given its fair meaning, and should any provision be held by a court or other authority to be invalid, void or unreasonable, the remainder of the provisions shall in no way be affected, impaired or invalidated thereby.

E. Unless otherwise indicated by the context, the masculine, feminine and neuter gender, and the singular and plural shall each include the other.

F. The waiver by a party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

G. Any written communication necessary under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

H. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for any action arising hereunder shall be in Cameron County, Texas.

I. **Client** agrees to not knowingly disclose any trade secrets of Consultant. Consultant agrees not to knowingly disclose any trade secrets of **Client**.

J. **Client** and Consultant represent and warrant to each other that each has full power and authority to enter into and perform this Agreement.

K. This Agreement and all other copies of this Agreement, insofar as they relate to the rights, duties and remedies of the parties, shall be deemed to be one (1) agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one (1) and the same instrument.

L. Consultant may not assign this Agreement without **Client's** prior consent.

M. This Agreement may not be modified unless such modification is in writing and signed by both parties to this Agreement.

FOR:
Valley IT Solutions

By: Kevin Putegnat

Title: President/CEO

Date: _____

FOR:
Pharr Memorial Library

By:

Title:

Date: _____

Exhibit A.

Consulting Services Agreement Shall include the following:

Service Term: July 1, 2016 through June 30, 2017

Service Description:

Basic Maintenance of Internal Connections as specified by Erate service eligibility of any Erate eligible equipment. These services may include:

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Basic technical support
- Configuration changes

- 12 x Cisco Aironet 1142 – Wireless Data Distribution/Access Point
- 1 x Cisco ASA 5520 – Data Distribution/Router
- 8 x Dell PowerConnect 5548 - Data Distribution/Switch
- 1 x Dell PowerConnect 6248 - Data Distribution/Switch
- 10 x Dell SPF 1000 - Cabling or Connector/Connector
- 4 x Dell PowerEdge R710 – Caching/Caching Equipment
- 2 x APC Rack Cabinet – Racks/Racks and Cabinets
- 3 x APC Smart UPS 3000– Data Protection/Uninterruptible Power Supply/Battery Backup
- 2 x APC Smart UPS 1500 - Data Protection/Uninterruptible Power Supply/Battery Backup
- 450 x Data Cable Drops – Cabling or Connectors/Cabling

**Existing server maintenance services are only for eligible services or other Erate Eligible purposes.

Availability:

Services will be available Monday – Friday, 8am to 5pm or by appointment.

Exclusions:

Any services requested or performed that are not specifically eligible for Erate discounts will not be included in the scope of this agreement and will be negotiated and billed independently and separately from this agreement.

Costs:

Technical Support and Basic Maintenance of Erate Eligible Hardware	500 Hours Max
---	---------------

Services will be billed at \$100.00 USD per Hour as used.

Maximum Total Undiscounted Monthly Cost: \$4166.67



MEMORANDUM

DATE: April 27, 2016 Date of Meeting: May 2, 2016

TO: Mayor and Commissioners

FROM: Adolfo Garcia, Library Director

Internet Service Provider (ISP) Proposals for high speed internet services for the Pharr Memorial Library

ISSUE

The City of Pharr Memorial Library has been utilizing the federal E-rate program to provide high speed internet service to library patrons. The E-rate program provides an opportunity for ISPs to submit proposals to the library for high speed internet services on a yearly basis. This year 4 companies submitted proposals for the internet services. The services run from July 1, 2016 to June 30, 2017 as per E-rate funding cycle. After E-rate's approved discount, the library only pays 10% of the monthly cost of service.

	<u>Recurring Cost</u>	<u>TERM</u>	<u>SPEED</u>
Cogent	\$4257/month	36 month term	1 Gbps
AT&T	\$2944.60/month	36 month term	1 Gbps
SmartCom	\$1880/ month	12 month term	1 Gbps
Proficient Telecom	\$4159/ month	36 month term	1 Gbps

STAFF RECOMMENDATION

Staff recommends approval of the 1-year (12 months) service agreement for high speed (1Gbps) internet services provided to Pharr Memorial Library with Smart Com Telephone, LLC.

THANK YOU

REC'D _____
CC _____
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> APR 27 2016 </div>
CITY OF PHARR CITY CLERK'S OFFICE PHARR, TEXAS

Service Quote

Dedicated Internet Access (DIA)



For Customer: Pharr Memorial Library

To: Adolfo Garcia
 Library Director
 121 East Cherokee
 Pharr, TX 78577
 956.787.3966
adolfo@pharr.lib.tx.us

From: Juan Rombado
 Regional Account Manager
 281.657.0032 Office
 281.217.5510 Mobile
jrombado@cogentco.com

Cogent Communications
 Date: April 4, 2016
 Form 470# 160034286
 Expiration Date: May 4, 2016
 BEAR FORM 472: 143025258 (SPIN)
 Cogent Bill USAC: 143035907 (SPIN)

Service Location				DIA Service		Extended Pre-Discount Costs					
Address	City	State	ZIP	Port	Bandwidth CDR (Mbps)	Billing Model	Service Term (months)	Eligible Monthly Charge	Ineligible Monthly Charge	Eligible NRC Install	Ineligible NRC Install
121 E. Cherokee	Pharr	TX	78577	GigE	1,000	Flat rate	12	\$ 4,257.00	0.00	\$ 1,000.00	0.00
121 E. Cherokee	Pharr	TX	78577	GigE	1,000	Flat rate	24	\$ 3,771.00	0.00	\$ 500.00	0.00
121 E. Cherokee	Pharr	TX	78577	GigE	1,000	Flat rate	36	\$ 3,209.00	0.00	\$ 500.00	0.00

Information provided herein is confidential and intended solely for Customer's use. It shall not be disclosed to any third parties. Prices quoted herein are (i) valid until the Expiration Date set forth above (or, if no Expiration Date is indicated, until 30 days after the Quote Date), (ii) subject to service availability, and (iii) exclusive of taxes or surcharges. NRC stands for Non-Recurring Charges and MRC for Monthly Recurring Charges.

Total Charges	Eligible Monthly Charge	Ineligible Monthly Charge	Eligible NRC Install	Ineligible NRC Install
\$ -	0.00	\$ -	0.00	0.00

Special Notes and Instructions

"Cogent has not bundled any ineligible services such as email service, web hosting, content filtering other services in its Internet Access quote. Cogent does not offer any services that are currently listed as Ineligible for funding under the USAC E-Rate program."

<p>Features</p> <ul style="list-style-type: none"> Non-Oversubscribed Fully Symmetrical Ethernet Handoff (electrical/optical) IPv4 Addresses Included IPv6 Ready 	<p>Service Level Agreement (SLA)</p> <ul style="list-style-type: none"> Network Availability: 100% Installation Guarantee On-Net: 17 business days Off-Net/Type 2: 90 business days <p>Click here to view Cogent's SLA</p>	<p>Customer Support</p> <ul style="list-style-type: none"> 24 x 7 x 365 Support Hotline & Email eCogent Online Portal Phones answered immediately by trained support technicians 15 minute outage notification guarantee
--	---	--

About Cogent

Cogent Communications Group, Inc. (NASDAQ: CCOI) is a multinational, Tier 1 facilities-based ISP, consistently ranked as one of the top five networks in the world. Cogent specializes in providing businesses with high speed Internet access, Ethernet transport and colocation services. Cogent built one of the largest and highest capacity IP networks in existence. This network enables Cogent to offer large bandwidth connections at highly competitive prices.



Corporate Headquarters
 2450 N St NW
 Washington, DC 20037

1-877-875-4432
www.cogentco.com
sales@cogentco.com



E-rate Proposal for Pharr Memorial Library 4/19/2016

From: Brenda Taake, E-Rate Sales/AT&T Contractor
6500 W. Loop South, Zone 5.8, Bellaire, TX 77410
Office: 713-567-7603
Email: brenda.taake@att.com

Introduction

In response to Form 470 bid #160034286, I am providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding. The solution includes the following components:

- Managed Internet Service (MIS) is an Internet access service that combines a symmetrical, dedicated connection with consolidated application management. MIS includes proactive, 24x7 network monitoring, enhanced network security features, and maintenance of the communications link between service locations and the AT&T network.

Features and Benefits

The solution gives you the following:

- Global IP Backbone Network—carries more than 100 petabytes of data traffic on an average business day, and is one of the world's most advanced and powerful IP backbones. It carries a full range of IP-based services, including wireless data, business video, data and voice services, private line and wavelength traffic, and IP-based residential services and Internet access. Our network also incorporates Multiprotocol Label Switching (MPLS), which supports a full range of applications over a single IP network infrastructure with the highest levels of service quality.
- Redundancy—We provide service availability of 99.999% to help ensure that your Internet traffic gets through. The design and proactive monitoring of our nationwide backbone network make it highly reliable. Because the network architecture features redundant routers, switches, and power supplies, we can reroute traffic around outages and restore service almost instantaneously.
- World-Class Support—We provide 24x7 expert technical assistance, and we back our service with strong Service Level Agreements (SLAs) and provisioning intervals. This means that you can count on support and service when you need it.





E-rate Proposal for Pharr Memorial Library 4/19/2016

Advantages of AT&T

Working with AT&T gives you the following advantages:

- **E-rate Experience**—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to www.att.com/erate and download the E-rate brochure.
- **Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are dedicated to the education industry and are well versed in the issues and challenges that today's educators face.
- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- **Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.





E-rate Proposal for Pharr Memorial Library 4/19/2016

Solution Description

Managed Internet Service Ethernet Access includes a managed router at the telephone equipment entrance where internet service will connect to the District LAN. District personnel are responsible for this connection. The District must provide 110 volt 60 cycle AC power, wall or rack space for the managed router, a dedicated in-dial telephone line for remote management and the connecting as well as Cat-5 type cable from the AT&T router to the District LAN equipment.

Solution Pricing

Monthly rate based on a 36-month term. Service is provided via a switched Ethernet circuit. Upgrades are permitted during the contract period without a new contract. If an upgrade is requested during the contract period and the contracted transport (local access) will not accommodate the upgrade, an addendum/amendment will be required. E-Rate LCP rates in effect at the time of the upgrade will apply to both the port and the transport.

ACCESS/PORT BANDWIDTH	MONTHLY RATE
1000 MB/1000 MB	\$809.00 + \$2,135.60 = \$2,944.60

The non-recurring charge is \$750.00 for onsite installation.

Special construction charges may apply. An engineering request has been sent to determine this.

Rates quoted DO NOT INCLUDE any applicable surcharges (EUCL, FUSF, S.E.H., Municipality, 911 Fee, Touch Tone, Miscellaneous Fees, PRI Port Charges or applicable local, state, and/or Federal taxes).





E-rate Proposal for Pharr Memorial Library 4/19/2016

Product	Service Provider Identification Number (SPIN)
Managed Internet Service (MIS)	143001192

Important Information

Managed Internet Service is provided by AT&T Corp. For MIS with Managed Router, installation charges are waived for telephone-supported installation; the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router. AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in Section GP-15 of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Terms and Conditions—Unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T's standard terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing.

Copyright Notice and Statement of Confidentiality—© 2015 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/sl. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters.



E-rate Proposal for Pharr Memorial Library 4/19/2016

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Broadband Internet Access—For information about AT&T's broadband Internet access services, please visit www.att.com/broadbandinfo.

End User Equipment—Beginning with funding year 2015, E-rate recipients must cost allocate non-ancillary ineligible components that are bundled with eligible products or services, including those end user device components that previously would have fallen within the scope of components not requiring cost allocation as described in the 2010 Clarification Order. Cost allocations are the responsibility of E-rate Applicants. When AT&T provides an AT&T Mobility voice and data bundled plan, applicants can use 49% for voice and 51% for data in their cost allocations. For additional information, reference USAC /SLD website @ <http://www.usac.org/sl/> and Cost Allocation Guidelines for Services @ <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/cost-allocations.aspx>. Equipment availability and pricing is subject to change based on when plans are activated.



SMARTCOMTELEPHONE, LLC.

Monday, April 4, 2016

Smartcom Telephone, LLC.
600 Ash Avenue
McAllen, TX 78501
956-687-7070

Adolfo Garcia
Pharr Memorial Library
121 East Cherokee
Pharr, TX 78577

**RE: E-Rate Round 19 Funding Year 16, Form 470 Application Number: 160034286,
PML470FY2016**

Mr. Garcia,

SmartCom Telephone, LLC. is pleased to submit a response to your Form 470 Application Number: 160034286, PML470FY2016. As we have done in the past, Smartcom will continue to provide excellent service under the E-rate program.

SmartCom has provided pricing for elements of the Form 470 Application Number: 160034286, PML470FY2016 to include Internet Access Services.

Please feel free to call me if you have any questions. My direct line is 956-213-1274. My fax number is 956-213-1203. You can also e-mail me at rsanchez@smartcomtelephone.com.

Regards,

Robert Sanchez
K-12 Account Specialist



SMARTCOM TELEPHONE, LLC

PHARR MEMORIAL LIBRARY

E-Rate Round 19 Funding Year 16
Form 470 Application Number: 160034286, PML470FY2016

Allowable Contact Date: Wednesday, April 6, 2016

Submitted to:

Pharr Memorial Library
Adolfo Garcia
121 East Cherokee
Pharr, TX 78577

Submitted by:

Robert Sanchez
rsanchez@smartcomtelephone.com
Government and Education Specialist
Smartcom Telephone, LLC
600 Ash Avenue
McAllen, Texas 78501
SPIN# 143020929

Tuesday, March 29, 2016

Robert Sanchez

rsanchez@smartcomtelephone.com

SPIN# 143020929

FCCRN: 0008358285

Internet Access	Qty	Unit Cost Monthly	Total MTM	Installation One Time Cost	Notes
Internet Access (1Gbps)	1	\$1,880.000	\$1,880.00		Smart Fiber Included Fiber Transport

Plus applicable Tax, regulatory fees and surcharges



SMARTCOM TELEPHONE, LLC

Monday, April 4, 2016

VENDOR PROFILE:

SmartCom Telephone, LLC has been in business for 16+ years. We are a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. Our customer service and billing offices are also located in McAllen, Texas. SmartCom currently employs 29+ staff members eight of them which are assigned to customer services.

SmartCom currently provides services to Public Libraries, School Districts, Cities and other business accounts across the valley. Service offering includes Telephone, Hosted VoIP, High Speed circuits [T-1s, PRIs, DS3s, Smart Fiber Circuits 1Gbps-10Gbps, etc.] See Smartcom Customer List included in this document.

SmartCom Telephone, LLC is certified by the Texas Public Utility Commission as a Competitive Local Exchange Carrier and was issued a Service Provider Certificate of Authority # 60229 on February 19, 1999. SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (SPIN 143020929). SmartCom employees staff with over sixteen (16) years of E-rate experience.

Our network is monitored 24-hours a day by both personnel on-site as well as remote notification to key personnel in the event of network alarms. Average response time during working hours for customer inquiries by phone is less than 3 minutes. E-mail is generally within one hour. SmartCom services level agreement response time onsite is within four (4) hours. SmartCom response time onsite is within four (4) hours for critical systems regardless of extended hours. Non-critical systems, SmartCom response time is within four (4) hours next business day.

Future Offerings:

SmartCom is in the early deployment stages of a Gigabit Passive Optical Network ("G-PON") in Hidalgo County. In some areas, this will allow for direct fiber service to the business ("FTTB") in some areas. In others, it will support facility fiber to the node service using copper for the last-mile transport. Either method allows for significantly higher bandwidth than is currently available to users in the Valley area. This is the same technology used for AT&T's "U-Verse" and Verizon's "FIOS" services, neither of which is yet available in the throughout the Valley.

Texas and the Valley have not suffered the effects of the economic recession that have greatly affected the remainder of the country. However, the belt-tightening that has been required by many business and organizations has caused many managers to take a second look at SmartCom when they may not have seriously considered us before. SmartCom offers local service, local management and local ownership. From the entry-level employee to the CEO, all personnel are based right here in the Valley. This gives us a unique perspective on what goods and services the market needs. Further, SmartCom tries always to keep an eye to "what's next" in terms of products and services. Obviously, deployment of new services is directly tied to the return we can achieve on our investment. However, knowing the area and staying on the cutting-edge of technology allows us to be the proverbial "first kid on the block" to offer them.

Monday, April 4, 2016

Re: Internet Access Services Provider

Greetings,

Please allow this letter to serve as an introduction to our company. SmartCom Telephone is a leader in internet, data and telephone services in South Texas. Since we do very little advertising, we jokingly refer to ourselves as the best kept secret in service providers! However, our customers have a tendency to not keep it secret when they tell others of the level of service they are enjoying with us! We think you'll find that we have some very satisfied customers here in South Texas. Some of our clients include:

Rio Grande Valley Municipal Governments:

City of McAllen	Telephone, Internet and Data Services (all city departments)
City of Harlingen	Telephone, Internet and Data Services (all city departments)
City of San Juan	Telephone, Internet and Data Services (all city departments)
City of Pharr	Telephone, Internet and Data Services (all city departments)
City of Brownsville	Telephone Services (Public Utilities, Housing Authority)
City of Palmview	Telephone and Internet Services (all city departments)
City of Alton	Telephone and Internet Services (all city departments)
City of Mission	Internet Services
City of Weslaco	Internet and Data Services (all city departments)
City of Edinburg	Telephone and Internet Services (All City Departments)

Public School Districts & Public Libraries: (E-RATE)

Brownsville ISD	Internet Services
Dustin Michael Sekula Memorial Library	Telephone and Internet Services
Edinburg CISD	Telephone, Internet and Data Services (District Wide)
Hector P. Garcia Memorial Library	Internet Services
Hidalgo ISD	Telephone, Internet and Data Services (District Wide)
La Joya ISD	Telephone Services via SIP and Data Services (District Wide)
Laredo ISD	Internet Services and Data Services
Laredo United	Internet Access Services
Los Fresnos ISD	Internet Access and Data Services
Mayor Joe V. Sanchez Public Library	Internet Access Services
McAllen Public Library	Telephone and Internet Services
Pharr Memorial Library	Internet Services
Pharr-San Juan-Alamo ISD	Telephone, Internet and Data Services (District Wide)
Port Isabel ISD	Telephone Services and Data Services (District Wide)
Region One Service Center	Telephone, Internet and Data Services
Rio Hondo ISD	Telephone, Internet and Data Services (District Wide)
San Benito ISD	Telephone, Internet and Data Services (District Wide)
Sergeant Fernando De La Rosa Memorial Library	Internet Services
Sharyland ISD	Telephone, Internet and Data Services (District Wide)
South Texas ISD	Telephone, Internet and Data Services (District Wide)
Speer Memorial Library	Internet Services
Valley View ISD	Telephone, Internet and Data Services, Hosted Interconnected VoIP
Vanguard Academy	Telephone
Weslaco ISD	Telephone and Internet Services
Jim Hogg County ISD	Telephone, Internet and Data Services (District Wide)
Misson CISD	Telephone, Internet and Data Services (District Wide)
Mercedes ISD	Internet Access

Rio Grande Valley Business Sector:

AIM Media Texas <i>(The Monitor, Valley Morning Star, Brownsville Herald, Mid-Valley Town Crier, Island Breeze)</i>	Telephone, Internet and Data Services
Payne Dealer Group	Telephone Internet and MPLS Data Services
MedCare EMS	Telephone and Internet Services
Holiday Inn Express <i>(Pharr, South Padre Island, Brownsville, Laredo, Corpus Christi)</i>	Telephone and Internet Services (varies by location)
Staybridge Suites <i>(McAllen, Brownsville)</i>	Telephone Services
La Copa Hotels <i>(McAllen, Alamo, Mercedes, South Padre Island)</i>	Telephone and Internet Services
La Quinta Hotels <i>(South Padre Island)</i>	Telephone and Internet Services

Even with this short list, you can see that we have a wide variety of customers both in size and type. I'll be happy to provide you with contact names and telephone numbers for any or all of these customers. We would love to add your organization to our list of satisfied customers.

If you are an E-Rate-eligible entity, SmartCom is fully certified as an E-Rate (USF \$LD) telecommunications and Internet service provider (**SPIN 143020929**).

Services:

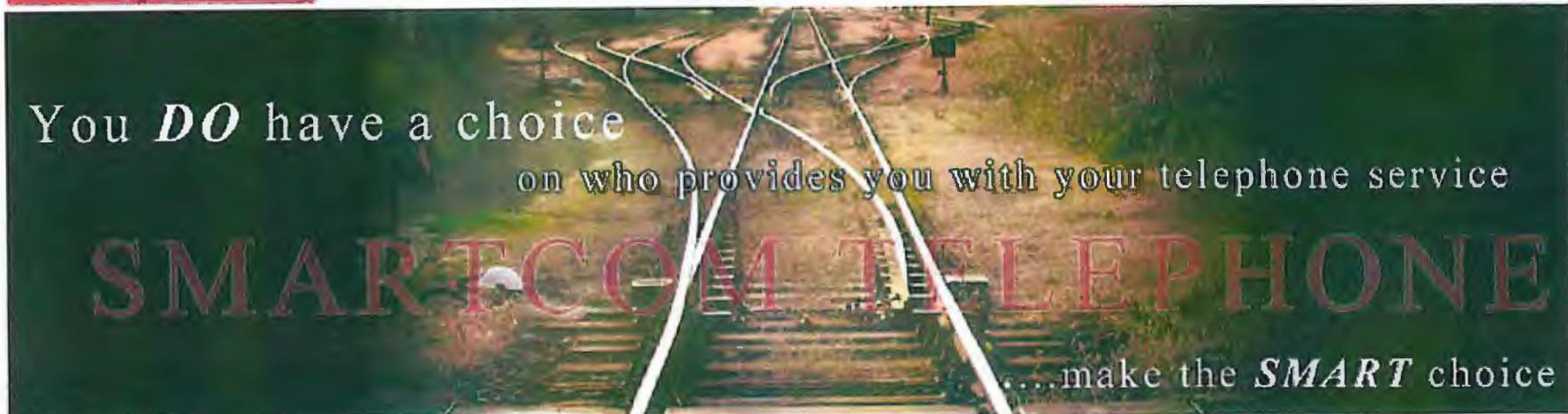
- Primary Rate Interface (PRI) – High Capacity Voice Service
- SIP Trunking (Voice)
- Basic Telephone Services ("POTS")
- Long Distance Telephone Services
- MPLS Data Transport
- Broadband Internet Services Transport (DS1, DS3, Fiber Based 1Gb, 10Gb, 20Gb)
- PBX – PBX VoIP – Hosted VoIP – Hosted On Premise VoIP solutions

SmartCom is a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. We operate our own fiber-based interconnection between these facilities. In addition, we purchase redundant transport from local and other carriers to provide a more cost effective solution to our customers. We provide our own call routing using state-of-the-art Taqua Class 5 switching systems, wholly owned by SmartCom.

As you can tell, we get pretty excited when we get to show people what we can do. Moreover, we like showing customers that they actually **do** have a choice in who provides their telephone, Internet Access and Data Transport services. We think our customers have made the *Smart* choice. We hope you do to!

Best regards,

Smartcom Telephone, LLC



State & Local Government

K-12 Public Sector

Voice & Data - Smartcom Telephone offers plans that include both Voice and Data services. Help your growing organization save money when you combine these services.

PRI Services - Does your organization need more than just a few phone lines and the ability to direct dial a department? Smartcom Telephone can help! We can install PRI(s) for your organization and not only save you money but make calling easier and more efficient! Find out what Smartcom can do for you.

Internet Access & Transport Services- Smartcom Telephone provides Internet Access & transport data plans for the organizations that need more than just telephone lines. With our Internet Access & transport data plans, you can get your organization online at high speed services. Internet Access & Transport services at competitive rates!



Telecommunications	Internet Access & Transport Services	Networking
PRI or SIP Trunking Services	Internet Access	Data Cabling infrastructure
Basic Telephone Services	Transport to ESC1 for Internet Access	Network Hardware Infrastructure
Long Distance Services	Point to Point T-1	Data Center Infrastructure, Collocation Services
Extended Local Calling	MPLS VPN	Storage - SAN, NAS
PBX - VoIP, Hosted VoIP, Hosted On-Premise VoIP	High Speed Digital Transmission (DS3, OC3, Fiber)	Top of Rack Network Infrastructure



Brilliantly Simple



Reclaim Your Network



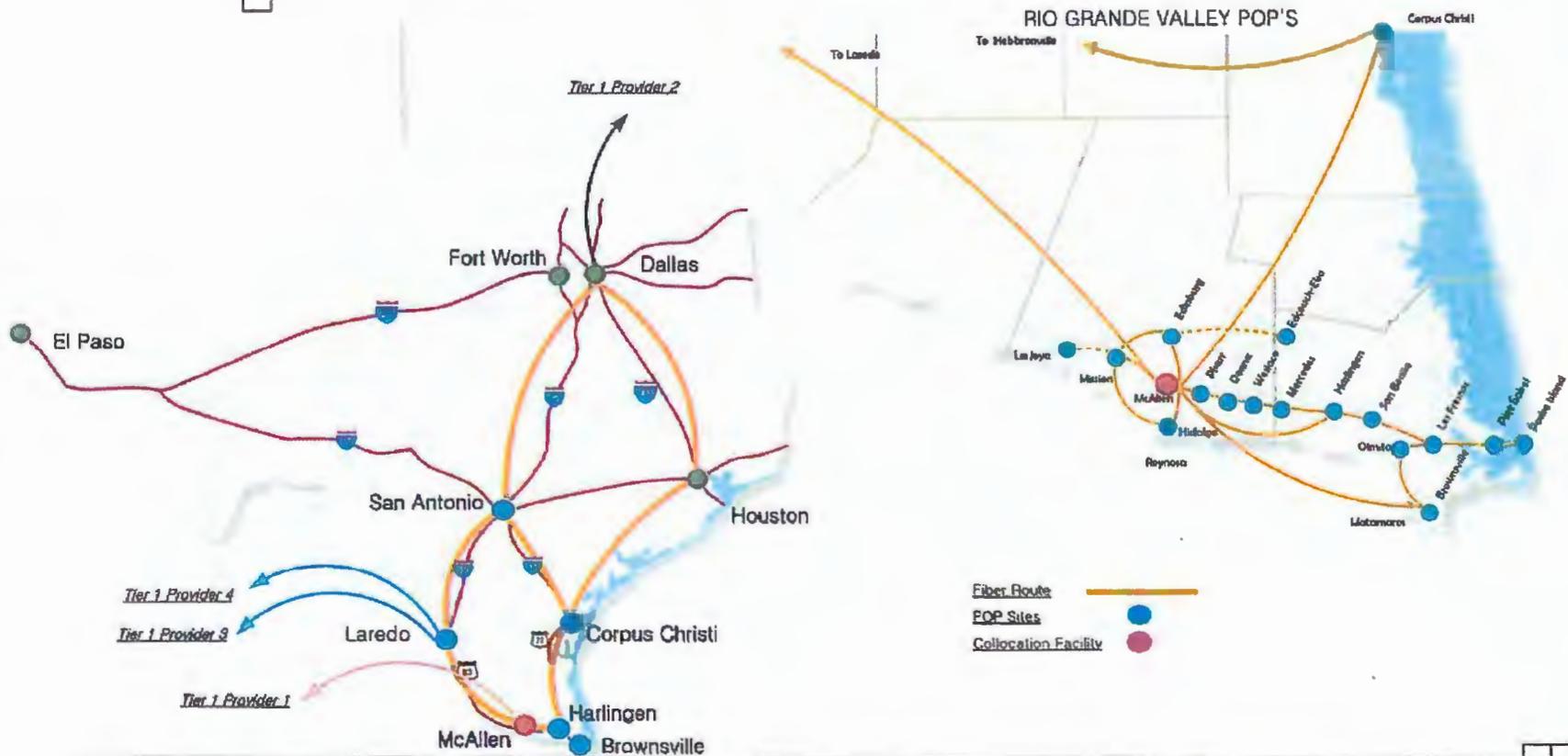
Empowered by Innovation



Dynamic Security for the Global Network



Empowered by Innovation



- 24x7 Network Monitoring
- 24x7 Ticketing System and Phone Support
- Quad-homed Tier-1 connections
- Redundant 10 GigE connections

- Redundant Fiber Connectivity scalable to OC-192
- Multi-Redundant Core Routing
- Redundant UPS and redundant diesel generator backup
- Access controlled facility

- Digital video monitoring and recording
- Collocation facilities
- IPv6 Ready Network



SLA Dedicated Internet Access (DIA)

A. SERVICE DESCRIPTION:

1. Overview:

DIA service provides customer with high-speed connectivity to the Internet. Customers connect either statically or via BGP sessions from the Customer's Autonomous System ('AS') to SmartCom Telephone's AS border routers using one or more permanent in-house cabling, local access and/or backhaul facilities.

2. Customer Responsibilities:

In instances where SmartCom Telephone is not designated as the Customer's primary DNS provider, the Customer is responsible for

- a) Obtaining and registering their domain names and for installing, configuring and maintaining their primary, secondary, tertiary, etc. Domain Name servers;
- b) If Customer connects via BGP, Customer is responsible for obtaining and maintaining at all times a Local Internet Registry status, as well as IP addresses and at least one (1) Autonomous System ('AS') number from the relevant Regional Internet Registry ('RIR'). In addition, Customer is responsible for ensuring the accuracy of all Customer-related information in the RIR database; ensuring that only registered routes are advertised; and ensuring that an exact match between its registered route objects and its Border Gateway Protocol route advertisements is maintained.
- c) If Customer is colocated, configure and maintain the Customer equipment in the collocation facility or purchase remote hands services from SmartCom Telephone.

3. Connectivity:

The Service's connectivity speeds include the following:

- 1.544 Mbps (DS1)
- 44.746 Mbps (DS-3)
- 10-100 Mbps (Fast Ethernet)
- 100 Mbps (Fast Ethernet)
- 1000 Mbps (Gigabit Ethernet)
- 10000 Mbps (10Gigabit Ethernet)



4. Demarcation Points:

The Service is provided by SmartCom Telephone and presented to the Customer at the Demarcation Points. The Demarcation Points are designated in one of the following configurations:

- a.) at the Digital Distribution Frame (DDF) or Optical Distribution Frame (ODF) positions in the "meet-me rooms" of the relevant IP POP's.
- b.) at the active port of the Local Access provider connection to the SmartCom Telephone Provider Edge (PE) router;
- c.) at the designated SmartCom Telephone PE router port;
- d.) at network side interface of the Customer Edge (CE) router or smart-jack device for Customer Site delivery. The Local Access circuit and any in-house cabling required to connect the smart-jack device to the SmartCom Telephone network at the Customer Site(s) is included in this option. Any in-house cabling required for interconnecting the smart-jack device and the CE router is not part of this option.
- e.) At network side interface of the Customer Edge (CE) L2 switch at the SmartCom Telephone collocation rack (as applicable).

5. Standard Service Features:

1. Available service features include the following:

- a.) Setting up a permanent BGP session between the Customer and SmartCom Telephone border routers;
- b.) Advertising the Customer provided AS Macro(s) or AS number(s) to the global community in accordance with agreed routing policies;
- c.) Assigning and routing SmartCom Telephone IP addresses to Customer;
- d.) Advertising the global Internet routing table to the Customer;
- e.) Provide DNS if requested;
- f.) Permanently passing upstream and downstream traffic resulting from the route advertisements and Customer actions;

2. Optional service features include the following:

- a.) Customer Site delivery implemented by providing a dedicated connection between the Customer Site and the closest SmartCom Telephone IP POP via the facilities of a Local Access provider. The connection terminates at the Customer Edge (CE) router located at the Customer Premises and at the SmartCom Telephone Provider Edge (PE) router or DDF or ODF of the Local Access



provider. Connectivity from this DDF/ODF to SmartCom Telephone's network is included in the service.

- b.) Secondary (or Primary) DNS services provided by SmartCom Telephone to the Customer. This includes acceptance and installation of a DNS configuration from the Customer on one of SmartCom Telephone's DNS servers, as well as responding to queries with respect to IP addresses and domain names that appear in the configuration.

B. SERVICE LEVEL AGREEMENT

1. Application of SLA:

Where a SmartCom Telephone DIA service provides Internet connectivity via the SmartCom Telephone network, the following SLA parameters apply: network availability, latency service level, packet delivery service level. All credits are subject to the exclusions set forth in Section 6.

2. Network Availability

Average Network Service Availability is defined as the percentage of network up time averaged over regional core nodes in a calendar month. Average Network Service Availability is calculated as follows:

$$(Hours\ in\ month -\ Unscheduled\ Outage\ Hours\ in\ month) / Hours\ in\ month \times 100\%$$

The average network availability guarantee is as follows:

Total Service Outage in any Calendar Month	Service Credit
5 min – 1 Hour	1 Service Credit
Over 1 Hour – 4 Hours	2 Service Credits
Over 4 Hours – 8 Hours	3 Service Credits
Over 8 Hours – 16 Hours	6 Service Credits
For every subsequent 24 hour period	3 Service Credits

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).



3. Latency Service Level

Average Latency is defined as the average round-trip delay for IP traffic between the ingress and egress router ports at SmartCom Telephone regional Gateway nodes over a calendar month.

The Average Packet Delivery Service Level is:

Region	Maximum Average Latency
U.S. (City – City)	<= 65ms
Europe (City – City)	
US – Asia ¹	<=275ms
US - Europe	<=120ms
Europe - Asia ²	<=300ms
Intra-Asia ¹	<=80ms

¹ Hong Kong, Kowloon, Seoul, Singapore, Taipei, Tokyo;

² Includes: Bangkok, Jakarta, Kuala Lumpur, Manila, Seoul, Singapore, Taipei, and Tokyo, but excludes India.

PE=Provider Edge IXP=Internet xChange Point

In the event Smartcom Telephone does not meet the Average Latency Service Level, Customer will be entitled to receive a service credit equal to ten percent (10%) of the monthly recurring charge of the affected port.

4. Packet Delivery Service Level

Average Packet Delivery is defined as the percentage of IP packets that are successfully transported between the SmartCom Telephone ingress and egress

Gateway ports within a region in a calendar month. Average Packet Delivery is measured every five (5) minute interval and averaged on monthly basis.

The Average Packet Delivery Service Level is:

Region	Average Packet Delivery
Intra U.S.	>= 99.99%
Intra Europe	
US – Europe	
US – Asia	
Intra Asia	
Europe – Asia	



In the event Smartcom Telephone does not meet the Average Packet Delivery Service Level, Customer will be entitled to receive a service credit according to the following table:

Average Packet Delivery	Service Credit
< 99.9% and >= 98%	1 Service Credit
< 98% and >= 95%	2 Service Credits
< 95%	3 Service Credits

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

Maximum Credit: The service credit for failure to meet the Packet Delivery Guarantee in any particular month shall not exceed three (3) Service Credits.

5. Credit Terms

- a) Credit will be granted as provided above only if the service outage is attributed to the SmartCom Telephone Network and is not the result of an event of one of the exclusions set forth in Section 6 below.
- b) A claim for a Service Level Guarantee rebate must be sent in writing to the Company within 15 (Fifteen) days from the date that the event giving rise to the claim for the rebate occurred. When making the claim, the Customer must supply the trouble ticket number opened by the SmartCom Telephone Helpdesk.
- c) The maximum Service Credit amount for any cause in a month shall not exceed the Monthly Recurring Charge for the affected port.
- d) Credit for any given month will be applied within two (2) months from the month in which the credit is accrued.
- e) Credits are calculated after deduction of all discounts and other special pricing considerations on the Monthly Recurring Charges for the affected Customer, excluding third party charge, taxes and other surcharges.
- f) Any claim for a credit must comply with the requirements set in this Service Level Agreement. If the Customer fails to make a claim in accordance with the requirements, the Customer is taken to have unconditionally and irrevocably



waived its right to claim for the rebate; and make any claim against in respect of the Company's failure to meet the Service Level Guarantee.

6. Exclusions

Computation of Service Level parameters and credits listed in Sections 1 to 4 shall exclude the following circumstances:

- (a) Planned service outages or routine maintenance. SmartCom Telephone will provide 72 hours advanced notice prior to conducting any scheduled maintenance.
- (b) Interruptions during any period when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- (c) Interruptions during any period when the Customer has not released the Service to SmartCom Telephone for maintenance or for the implementation of a Customer Order.

- (d) Interruptions due to failure of Customer power, Customer Premises Equipment or Customer access circuit provided by Customer or other third parties.
- (e) Interruptions caused by the negligence of the Customer, including the provision of inaccurate information and failure to follow agreed-upon procedures.
- (f) Interruptions not reported to SmartCom Telephone.
- (g) Interruptions occurring prior to Service Date.
- (h) Interruptions due to any Force Majeure event.
- (i) Delay in service implementation due to an incomplete Customer Order.
- (j) Delay in service restoration due to any act of omission by Customer or its Customer or third party suppliers.

C. CHARGES:

Unless otherwise provided, Customer shall be charged on a fixed rate basis as of the date of the Connection Notice. The manner of billing selected will be set forth in each Customer Order. Fixed rate charges for Internet Access Service consists of the following components: (a) a fixed installation charge (nonrecurring) per connection which is payable in advance; and (b) "Flat Rate Billing," fixed monthly recurring charge and, where applicable, (as set forth in an Order Form) (c) "Burstable Billing", usage



based charges which is calculated from the date of the Connection Notice and is payable monthly in arrears.

The minimum interface rate for Burstable Billing option is Fast Ethernet. For Burstable Billing, the Customer contracts for a selected Committed Information Rate and SmartCom Telephone provides Customer the capability to burst up to the layer 3 capacity of the port. The amount of Burstable Bandwidth is derived from the 95th percentile calculation described below. The Burstable Bandwidth Charge described below will be invoiced to the Customer in arrears and is in addition to the Flat Rate Billing for the selected Committed Access Rate.

"Bursted Bandwidth" is calculated as follows (95th Percentile):

Smartcom Telephone polls the routers for Customer ingress and egress usage at five-minute intervals. The higher usage number for each poll is stack ranked. The top 5% of the usage number is discarded. The next highest measurement shall constitute the Bursting Bandwidth.

The "Bursting Bandwidth Charge" = (Bursting Bandwidth - Committed Access Rate)
* (Burstable Bandwidth price per Megabit)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Smartcom Telephone, LLC.
McAllen, TX United States

Certificate Number:
2016-29422

Date Filed:
03/22/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Pharr Memorial Library

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
Form 470 #160034286
E-Rate Round 19 Funding Year 2016 Category 1 Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Yoder, Charles	McAllen, TX United States	X	
Yoder, Dwight	McAllen, TX United States	X	
Yoder, Alan	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Alan Yoder, this the 1st day of April 20 16, to certify which, witness my hand and seal of office.

[Signature] Delia M. Alonzo Notary

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

References Attachment:

School District/ Library	Contact Person	Title	Phone Number	E-Mail Address
Hector P. Garcia Memorial Library	Marisol Vidales	Library Director	P: 956-565-2371	mvidales@cityofmercedes.com
Dustin Michael Sekula Memorial Library	Leticia Leija	Library Director	P: 956-383-6246	Letty@edinburg.lib.tx.us
Sergeant Fernando de la Rosa Memorial Library	Victoria Gonzalez	Library Director	P: 956-787-6160	sragnz@hotmail.com
City of McAllen Library	Kate P. Horan	Library Director	P: 956-681-3008	khoran@mcallen.net
Laredo Public Library	Homero Vazquez	Assistant Library Director	P: 956-795-2400	homero@laredolibrary.org

Proposal: Form 470 Application Number: 160034286, PML470FY2016

Company: Smartcom Telephone, LLC.



FCC Form 470 – Funding Year 2016

Form 470 Application Number: 160034286
PML470FY2016

Billed Entity

PHARR MEMORIAL LIBRARY
121 EAST CHEROKEE
PHARR, HIDALGO, TX 78577-4806
956-787-3966

Contact Information

Adolfo Garcia
adolfo@pharr.lib.tx.us
956-787-3966

Billed Entity Number: 141668
FCC Registration Number: 0011959905

Application Type

Applicant Type: Library
Recipients of Services: Public Library System

Number of Eligible Entities: 1

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
------	--------------------------------	--------------	-------

Consultants

Name	Phone Number	Email
------	--------------	-------

RFPs

Id	Name
----	------

Category One Service Requests

Service Type	Function	Other	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Maintenance and Technical Support?	Associated RFPs
Internet Access and/or Telecommunications	Internet Access: ISP Service Only		1 Gbps	1 Gbps	1			No	No	

Description of Other Functions

Id	Name
----	------

Narrative
Broadband High speed internet service Smart fiber connection 1Gbps

Category Two Service Requests

Service Type	Function	Manufacturer	Other	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
--------------	----------	--------------	-------	----------	----------	------	---	-----------------

Description of Other Manufacturers

Id	Name
----	------

Narrative

Technical Contact

Adolfo Garcia
Library Director
956-787-3966
adolfo@pharr.lib.tx.us

State and Local Procurement Restrictions

Recipients of Service

Billed Entity Number	Billed Entity Name
141668	PHARR MEMORIAL LIBRARY

Certifications

I certify that the applicant includes:

I certify that the applicant includes libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).

Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

NOTICE:

In accordance with Section 54.503 of the Federal Communications Commission's ("Commission") rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator, 47 C.F.R. § 54.503. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information requested in this form. We will use the information you provide to determine whether you have complied with the competitive bidding requirements applicable to requests for universal service discounts. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, the information you provide in this form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information you provide in this form may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form, or in response to subsequent inquiries, may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide in this form may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC or Universal Service Administrator may return your form without action or deny a related request for universal service discounts.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Adolfo Garcia
PHARR MEMORIAL LIBRARY
121 EAST CHEROKEE
PHARR, HIDALGO, TX 78577-4806
956-787-3966
adolfo@pharr.lib.tx.us

Certified Timestamp
03/09/2016 03:42 PM EST

PROPOSAL ACCEPTANCE AND AGREEMENT

THIS AGREEMENT is entered into by and between Pharr Memorial Library ("customer") address at 121 East Cherokee, Pharr, Texas 78577 and Smartcom Telephone, LLC ("Smartcom") address at 600 Ash Avenue, McAllen, Texas 78501, for the purpose of establishing the terms and conditions under which Smartcom will provide Internet Access Services. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer Internet Access Services as listed under Services below:

Services	Location Name	Address	Total Monthly
Internet Access 1Gbps	Pharr Memorial Library	121 East Cherokee, Pharr, TX 78577	\$1880.00

Plus applicable regulatory fees and surcharges

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of twelve (12) months, commencing on July 1, 2016 through June 30, 2017 with a voluntary extension of up to twenty-four (24) months unless notification is given in writing of the CUSTOMER's decision prior to expiration of the initial term. Otherwise, if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is \$50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, prepayment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A \$35.00 processing fee will be charged on all returned checks.

APPROPRIATE USE. Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy.

INTERNET CONTENT. Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop. Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Demarc, Intermediate Distribution Facility (IDF), Main Distribution Facility (MDF) or Customer designated area at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to internet congestion, data filters, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$65 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

DELAY. Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

CONSEQUENTIAL DAMAGES. Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

EARLY TERMINATION. Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 50% of the remaining balance of the contract. Additional charges may apply based upon the type of services.

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

NO IMPLIED WARRANTIES. The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of Smartcom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that Smartcom shall not be liable for any damages arising from the customer's use of the system or the services. Smartcom makes no warranties of any kind, express or implied, with respect to the system or the services. Smartcom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. Smartcom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by Smartcom's own negligence, errors, omissions or otherwise.

The liability of Smartcom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in Smartcom's current End-User tariff on file with the Public Utility Commission of Texas.

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action. This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this ____ day of _____, 20__

_____	
<i>Customer Signature</i>	<i>Smartcom Telephone, LLC. Signature</i>
_____	Alan Yoder
<i>Printed Name</i>	<i>Printed Name</i>
121 East Cherokee	600 Ash Avenue
<i>Billing Address</i>	<i>Address</i>
Pharr TX 78577	McAllen TX 78501
<i>City State Zip Code</i>	<i>City State Zip Code</i>
_____	956-687-7070
<i>Billing Telephone Number</i>	<i>Telephone</i>

PROPOSAL ACCEPTANCE AND AGREEMENT SIGNED ON _____ ("Agreement") FOR
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by Smartcom Telephone, LLC. ("Smartcom") and
Pharr Memorial Library ("Customer") and effective as of the date last signed below
("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement.
If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-
rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from SMARTCOM of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of SMARTCOM's failure to comply with the E-Rate requirements), then Customer shall reimburse SMARTCOM for any such funds SMARTCOM must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. SMARTCOM makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. SMARTCOM will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide SMARTCOM with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS SMARTCOM TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL SMARTCOM RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD SMARTCOM will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after SMARTCOM receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. SMARTCOM will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES SMARTCOM TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows, please select Invoice Method:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

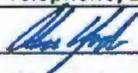
Customer agrees to submit to SMARTCOM complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. SMARTCOM cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, SMARTCOM will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After SMARTCOM has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, SMARTCOM will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any SMARTCOM or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by SMARTCOM associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

SO AGREED by the Parties' respective authorized signatories:

Customer: Pharr Memorial Library	Smartcom Telephone, LLC. ("SMARTCOM")
Signature:	Signature: 
Print Name:	Print Name: Alan Yoder
Title:	Title: President
Date:	Date:

Telephone & Internet Access Services Proposal

Presented By



SPIN # 143032068

Contact: Tom Jordan

314-406-6000

tjordan@proficienttel.com

www.proficienttel.com

ABOUT PROFICIENT TELECOM

Leading Provider:

Proficient Telecom is an industry leading provider of telephone and data communications services to schools and libraries throughout the United States. We develop secure end-to-end solutions to meet the needs of today's complex communications environment, and through the integration of IP-based telecommunications and cutting-edge software applications, deliver economic communications solutions that leverage broadband networks. In recent years we have focused on serving academic institutions, and as a result understand the unique requirements of schools and libraries who undertake the E-rate Form 470/471 application process in pursuit of Universal Service funding.

Our History:

Proficient Telecom was originally founded in 1996 to provide dedicated Internet access services to small and medium-sized businesses in the Midwest. Now in our 21st year of service, we offer a comprehensive range of telephone, dedicated Internet access, network security and virtual private network services to schools, libraries and small and medium-sized businesses in all 50 states and the District of Columbia.

Our Mission:

Proficient Telecom's mission is to provide high-quality, highly-affordable telephone and high-speed Internet connectivity and related services to schools, libraries and small and medium-sized businesses.

Our Goals:

Simply stated, we focus on meeting your connectivity needs so that you can focus on running your organization. To achieve our mission, we apply ourselves in four key areas important to your operation:

Reliability. To keep you up and running around the clock, we've built a secure network with redundant switching and routing. To this we've added gear from Cisco, Intel and other leading vendors and have topped it all off with diversely routed connections to the Internet over tier-one telecommunications companies. All of this leads to one of the most reliable networks in our service areas.

Service & Support. Our highly-skilled support team is available seven days a week to address service related problems you may encounter. If it cannot be handled over the telephone, we

employ escalation procedures to get your problem into the hands of systems engineers right away. Keeping you up and running is a top priority.

Value. Receiving quality service doesn't have to cost an arm and a leg. With a focus on reliability, our service plans offer the highest price to value ratio in the industry. You may find a lower-priced provider, but you won't find a better value.

Simplicity. We recognize that you need to focus on running your business and not on the latest technical jargon. That's why we speak in your terms - how Proficient Telecom will benefit your organization.

Our Extended Reach & Facilities:

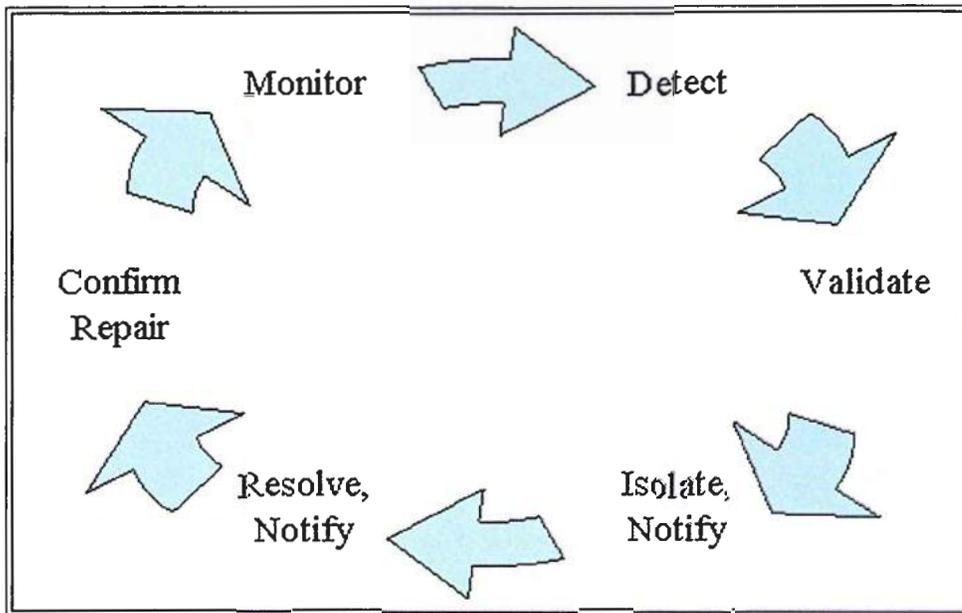
Proficient Telecom provides telephone and data services in DC and all 50 states. Our carrier-class data center and NOCs enable us to offer highly reliable and efficient connectivity solutions.

We partner with multiple Internet backbone providers and maintain relationships with local exchange carriers, including among others AT&T, Verizon and Centurylink.

We monitor all of our customer circuits around the clock from two locations. Our engineers begin to triage any problems within 5 minutes and keep our customers informed throughout any outages.

Our Proactive Approach to Monitoring & Support:

With a focus on relating our business performance to our underlying network performance, Proficient Telecom dedicates staff 24 hours a day, 365 days a year to monitoring the end-to-end performance of its networks, servers and applications. This enables us to not only quickly react to outages when they occur, but also identify developing faults and repair them before they result in outages.



It sounds simple, but surprisingly far too many service providers rely on their customers to tell them when there is a problem.

For an additional fee, we can even customize and extend our monitoring and management into your network to whatever degree you desire – monitoring your internal switches, routers, mail servers, file servers, web servers, UPS and just about any other networked device – and taking proactive pre-determined steps to resolve problems. Clients of these customized services enjoy a complete IT management package - all for significantly lower costs than investing in hardware, software, training, and hiring.

PROPOSED SOLUTIONS AND PRICING

Proficient Telecom is proposing options for telephone & broadband Internet access services. If one of these options isn't sufficient, please let us know.

Telephone Service – 4 cost-effective options:

- 1) **Individual Telephone Line Replacement** – a lower cost IP alternative to traditional analog telephones/ POTS lines; works individually or plugged into a phone system
- 2) **IP PRI** – an IP replacement for traditional PRI or SIP trunks that terminate in a phone system
- 3) **Hosted Business Lines** – Individual phone line replacement with an advanced feature set
- 4) **Pay Per Minute** – for schools & libraries that subscribe to select Proficient Telecom managed Internet services. No line or program fees – pay only for minutes used.

Option 1: Individual Telephone Line Replacement – an IP alternative to traditional business lines

	Monthly Service Charge	Installation & One-time Charges	Term
Each Line	\$13.95	\$0	
<u>Local & Long Distance Pooled Minute Bundles</u>			
3,000 Minutes	\$60.00		3 Years
5,000 Minutes	\$95.00		
10,000 Minutes	\$180.00		
20,000 Minutes	\$340.00		
<u>Other</u>			
Each DID Telephone Number	\$1.99		
Each Toll-free Telephone Number	\$2.50		
Each Local/Long Distance Min. Above Purchased Minute Bundle	2.3 cents		
Local Number Portability		\$18 per each number ported	

Key Benefits from Proficient Telecom Individual Telephone Line Replacement

- 1) Targeted at schools & libraries that utilize individual analog lines

- 2) Less expensive than traditional business lines
- 3) All of your existing telephone numbers are easily ported to Proficient
- 4) Can be used with individual telephones or plugged into a phone system
- 5) Leverages your existing telephone handsets. No need to invest in new hardware to take advantage of VoIP
- 6) Auto failover and recovery to and from a designated alternate number if your phone system fails or goes down
- 7) Simple à la carte pricing. Choose the number of lines needed (based on what your currently have) and the number of DIDs (based on the number of telephone numbers you have) and add a pooled minute bundle. One-time charge to port existing telephone numbers from your existing carrier to Proficient.
- 8) Attractive pricing is especially beneficial given telephone E-rate discounts are being phased out

Option 2: IP PRI Service – for schools and libraries that currently utilize a traditional PRI or SIP trunk plugged into a PBX or other phone system

	Monthly Service Charge	Installation & One-time Charges	Term
Service Termination and Port	Included		
Up to 23 Call Paths – Serves Up to 23 Concurrent Calls	Included		
Monthly Service Charge	\$184.00	\$0	
<u>Local & Long Distance Pooled Minute Bundle</u>			3 Years
5,000 Minutes	\$95.00		
7,000 Minutes	\$130.00		
10,000 Minutes	\$180.00		
20,000 Minutes	\$340.00		
<u>Other</u>			
Each DID Telephone Number	\$1.99		
Each Toll-free Telephone Number	\$2.50		
Each Local/Long Distance Min. Above Purchased Minute Bundle	2.3 cents		
Each Additional concurrent Call Path above 23	\$10.00		
Local Number Portability		\$18.00 per each number ported	

Simple Pricing. Choose the number of PRI needed based on the number of concurrent call paths needed (maximum number of phones simultaneously in use). Then add the number of DIDs you currently have and choose a minute bundle.

Key Benefits from Proficient Telecom IP PRI service

- 1) Targeted at schools & libraries with a existing phone system or PBX
- 2) Less expensive than traditional PRI
- 3) Better scalability. Pay only for what you need. Purchase only the call paths you need above 23. No need to add capacity in blocks of 23 like traditional PRI (see examples below).
- 4) All of your existing telephone numbers are easily ported to Proficient
- 5) Leverages your existing phone equipment and PBX. No need to invest in new gear to take advantage of new technology. Proficient provides a PRI handoff to existing PBX.
- 6) Optional Auto-failover available to automatically redirect your primary line to an alternate telephone in the event your PBX becomes inoperable
- 7) Attractive pricing especially beneficial given E-rate discounts are being phased out

IP PRI Service Pricing Examples

1. if your school currently has 1 PRI (and had no more than 23 phones/simultaneous call paths active at the same time), 5 DID telephone numbers and uses 5,110 minutes of total usage (inbound and outbound), then your Monthly Recurring Charge = \$184.00 (for 1 PRI) + \$9.95 (for 5 DID) + \$95.00 (for minute bundle) + \$2.20 (for minute overage) = \$291.15 per month. Additional charges apply for outbound calls outside of the United States. Additional taxes and regulatory charges may apply and vary by location.
2. if your school currently has 2 PRI (but has not more than 30 simultaneous call paths active at the same time), 12 DID telephone numbers and uses 9,800 minutes of total usage (inbound and outbound), then your Monthly Recurring Charge = \$184.00 (for 1 PRI) + \$70.00 (for 7 additional call paths above 23) + \$23.88 (for 12 DID) + \$180.00 (for 10,000 minute bundle) = \$457.88 per month. Additional charges apply for outbound calls outside of the United States. Additional taxes and regulatory charges may apply and vary by location.
3. if your school currently has 2 PRI (but has no more than 40 simultaneous call paths active at the same time), 15 DID telephone numbers and uses 14,500 minutes of total usage (inbound and outbound), then your Monthly Recurring Charge = \$184.00 (for 1 PRI) + \$170.00 (for 17 additional simultaneous call path above 23) + \$29.85 (for 15 DID) + \$180.00 (for 10,000 minute bundle) + \$95.00 (for 5,000 minute bundle) = \$658.85 per month. Additional charges apply for outbound calls outside of the United States. Additional taxes and regulatory charges may apply and vary by location.

Option 3: Hosted Line Service - for schools & libraries that want to replace their business analog telephone lines with a feature-rich IP alternative

	Monthly Service Charge	Installation & One-time Charges	Term
Feature Line Service All Features (see below)	Included Included		
Monthly Service Charge per Feature Line	\$13.95	\$0	
<u>Shared Local & Long Distance Min Bundles</u>			3 years
2,000 Minutes	\$42.00		
3,000 Minutes	\$60.00		
5,000 Minutes	\$95.00		
<u>Other</u> Each Local/Long Distance Min. Above Purchased Minute Bundle	2.3 cents		
Local Number Portability		\$18 per each number ported	
Basic Line Service Available for conference room & low usage areas *	\$9.95		

* must be qualified

Simple Pricing. Choose the number of lines you need based on how many lines you currently have and then choose a bundle of minutes which are shared across all lines.

Key Benefits from Proficient Telecom Hosted Line Service

- 1) A digital replacement for traditional analog telephone lines
- 2) Requires IP phones (either yours or phones we provide)
- 3) Lower cost per line than traditional analog business telephone lines
- 4) Efficiently use minutes across lines. Don't have to pay for unused minutes each month on low usage lines.
- 5) No PBX annual service agreements. No PBX to repair or upgrade. Proficient Telecom takes on this responsibility for you so that you can focus on other priorities.
- 6) Rich feature set that isn't available with traditional analog business telephone lines
- 7) Attractive pricing especially beneficial given E-rate discounts are being phased out

Hosted Line Included Features	Feature Description
Attended Transfer	Transfer a call to an extension, group, or phone number AFTER announcing the party being transferred.

Auto Attendant	Allows callers to select from menu options using a standard telephone keypad. Through the portal interface, calls can be routed to extensions, mailboxes, groups, conference rooms, call queues, or unlimited depths of additional auto attendants
Busy Call Forwarding	Automatically forwards your calls to an extension, group, phone number when your phone is busy.
Call Forwarding	Forward calls via the Proficient Telecom Portal or via your device. Calls may be forwarded to any extension or phone number. Device forwarding functionality may vary by manufacturer.
Call Hold	Place calls on hold, and play music or a commercial on hold.
Call routing based on business hours, after hours & holiday hours	Allows routing decisions based on time and date. Multiple schedules can be configured, as in the case of departments with different hours of operation.
Call Waiting Indicator	Indicates incoming call (and caller ID, if available) while another call is in process.
Conference Calling	After making or receiving a call, a user may conference in any third party for a 3-way call.
Custom Music On Hold	Music provided by Customer, and uploaded through the Customer Portal
Customer Portal	Web based user interface that allows users to configure their PBX, create call queues and groups, view call detail records and billing information, listen to and delete your voicemail, upload music on hold
Do-not-disturb (DND)	A device feature that simulates a phone being off-hook, sending calls received directly into voicemail. Other routing options are also available.
E911 support, compliant with all FCC mandates.	Every location and phone number must have an associated entry in the national E911 database.
Extension Dialing	Your Proficient Telecom Hosted PBX can support 2, 3, 4 or more digit extension dialing.

Hosted Line Included Features	Feature Description
-------------------------------	---------------------

Find Me – Follow me	Setup a personal assistant to “find you” at up to five (5) locations. This feature is configured per extension, and offers an extensive number of options to route calls once they have reached the given extension. Callers are asked to “announce themselves”, and are offered the option between locations to try the next location, or to leave a message.
Incoming Call Blocking	“Black list” phone numbers to block them from calling your PBX.
Incoming DID Routing	Route calls based on the number that was dialed. Calls may be routed to an auto attendant, extension, group, phone number, or ACD or Call Queue.
Incoming Privacy Screening	Force callers with “no caller ID” or “blocked caller ID” to enter a number that will be presented as their caller ID.
Music On Hold	Royalty free music provided by Proficient Telecom
No Answer Call Forwarding	Automatically forwards your calls to an extension, group, or phone number when you do not answer your phone.
One Button Redial	A device feature that redials the last number dialed by the extension user. Not all phones support this feature.
Outgoing Call Blocking	Prevent calls to specific numbers or services (ex: 900 calls)
Outgoing Caller ID Customization	Customize the appearance of your outgoing Caller ID by outgoing number or by extension.
Ring Groups	Enables multiple extensions to be joined as a group, and then calls may be routed sequentially or simultaneously to that group.
Speed Dial	A feature that automates the dialing of a pre-determined phone number.
Toll Free Numbers	Utilize one or multiple Toll Free numbers which may be routed to a specific local DID, auto attendant, group or queue.
Unattended Transfer	Transfer a call to another extension, group, or phone number WITHOUT announcing the party being transferred.
Voicemail	Associate a voicemail box with an extension, or use an announce-only voicemail box to provide customers with a pre-recorded message when they choose an option on an auto attendant or extension.
Voicemail to Email	After a voicemail is received, the Proficient Telecom PBX will send a WAV file copy of the message an email box for ease of use and storage.
Hosted Line Optional Features	Feature Description

Attended Transfer	Transfer a call to an extension, group, or phone number AFTER announcing the party being transferred.
Operator Console	Web based presence and call control application that allows users to drag and drop calls to/ from other extensions, parking lots, conference bridges and out of call center queues. There is also access to voicemail, contacts lists for click-to-dial and chat functions.
Conference Bridges	Multiple on-site and outside callers can simultaneously participate in password-protected conference calls. Callers can be assigned talk-listen or listen only access.
Shared Line Appearance	The ability to emulate a "Key System" where each phone can have pre-defined "line keys" that represent a specific phone line. Calls are delivered to the line and all phones with that line key. Any phone can pick up the call and all others will see that it is in use. Calls cannot be transferred from that line, rather it can be put on hold, announced and picked up on the same or any other phone bearing the same line key.
Automatic Call Distribution (ACD)	Used to route calls in a call center environment to the appropriate agents, based on factors such as time availability, behavior, and priority levels.
Call Queue	Call queues are used to route calls in a first-in-first-out manner to the appropriate extension or group. These extensions can be agents logged into the system. Call Queues are commonly used with an ACD, where the callers hear an announcement that says something like "thank you for calling, all available agents are busy, please hold for the next available agent, or press N to leave a message". When the call is ready to be routed, the ACD handles the routing rules.
Toll Free Numbers	Utilize one or multiple Toll Free numbers, which may be routed to a specific local, DID, auto attendant, group or queue.

Prices for optional features vary depending on your specific customer needs.

Option 4: Pay Per Minute – available to schools & libraries that also purchase select Internet connectivity solutions. No line fees – pay only for minutes used.

	Monthly Service Charge *	Installation & One-time Charges	Term
<u>Shared Local & Long Distance Min Bundles</u> 3,000 Minutes 5,000 Minutes 10,000 Minutes Local Number Portability	Custom Solution Custom Solution Custom Solution	\$18 per each number ported	

* Requires a planning call to properly price

Key Benefits from Proficient Telecom Hosted Line Service

- 1) Leverages combined subscription of Internet access and telephone service from Proficient Telecom
- 2) Often the most cost-effective solution
- 3) Customized to meet your organization's specific needs.

Internet Access Services – up to 1 Gbps starting as low as \$239/month

Proficient Telecom will beat any current final proposed price presented to your organization from AT&T, Comcast or Time Warner Cable for new fiber-based Internet connectivity. Our bid is 98% of their proposed charges.

In the absence of a bid from these providers, our rates for fiber-based Internet connectivity are as follows:

Option 1: Basic Internet Connectivity Over Fiber - Basic

Bandwidth *	Monthly Service Charge	Installation Charge	Term
10 Mbps	\$729	\$0	3 Years
20 Mbps	\$849	\$0	3 Years
50 Mbps	\$1,169	\$0	3 Years
100 Mbps	\$1,509	\$0	3 Years
250 Mbps	\$2,209	\$0	3 Years
500 Mbps	\$2,979	\$0	3 Years
600 Mbps	\$3,199	\$0	3 Years
1 Gbps	\$4,159	\$0	3 Years

Option 2: Internet Connectivity Over Fiber - Managed

Bandwidth *	Monthly Service Charge	Installation Charge	Term
10 Mbps	\$819	\$0	3 Years

20 Mbps	\$1,009	\$0	3 Years
50 Mbps	\$1,299	\$0	3 Years
100 Mbps	\$1,669	\$0	3 Years

Option 3: Internet Connectivity Over Fiber - Expanded Build

Bandwidth *	Monthly Service Charge	Installation Charge	Term
10 Mbps	\$999	\$0	3 Years
20 Mbps	\$1,249	\$0	3 Years
50 Mbps	\$1,469	\$0	3 Years
100 Mbps	\$1,999	\$0	3 Years

* Other bandwidths and terms available.

Option 4: Internet Connectivity via Proficient Telecom CoronaSM

Bandwidth	Monthly Service Charge	Installation Charge	Term
11.5 Mbps	\$599	\$0	3 Years
21.5 Mbps	\$699	\$0	3 Years

Other bandwidths and terms available

Option 5: Internet Connectivity via Proficient Telecom BlazeSM

Bandwidth	Monthly Service Charge	Installation Charge	Term
125 x 25 Mbps **	\$619	\$0	3 Years
175 x 40 Mbps **	\$849	\$0	3 Years

Other bandwidths and terms available

** Requires additional qualification

Option 6: Internet Connectivity – Ethernet Over Copper

Bandwidth *	Monthly Service Charge	Installation Charge	Term
2.0 Mbps (Zone C)	\$269	\$0	3 years
4.0 Mbps (Zone C,M)	419	\$0	3 years
5.0 Mbps (Zone M)	\$589	\$0	3 years
6.0 Mbps (Zone C)	\$569	\$0	3 years
10.0 Mbps (Zone C)	\$619	\$0	3 years
10.0 Mbps (Zone M)	\$869	\$0	3 years
10.0 Mbps (Zone MI)	\$655	\$0	3 years

Other bandwidths and terms available

Option 7: Internet Connectivity – Managed Coax Service

Bandwidth	Monthly Service Charge	Installation Charge	Term
50 x 10 Mbps	\$239	\$0	3 Years
100 x 10 Mbps	\$299	\$0	3 Years

Option 8: Internet Connectivity Over T1 Or Bonded T1

Bandwidth	Monthly Service Charge	Installation Charge	Term
1.5 Mbps	\$339	\$0	3 years
3.0 Mbps	\$599	\$0	3 years
4.5 Mbps	\$899	\$0	3 years
6.0 Mbps	\$1,099	\$0	3 years
7.5 Mbps	\$1,349	\$0	3 years
9.0 Mbps	\$1,599	\$0	3 years

Other Available Services

- Cost-effective failover solutions to keep your organization up and running during critical student testing
- Firewall - starting at \$50 per month
- CIPA Compliant Content Filtering, Gateway Antivirus and SPAM Blocking – Need to discuss specific needs to finalize pricing
- Point-to-Point & MPLS – Have great pricing, but need to discuss your specifics

Proficient Telecom offers a variety of telephon and data solutions, some of which may not be listed here. **Call 314-406-6000 for pricing of alternatives not provided above.**

Important Notes Regarding Services:

1. **Other bandwidths and circuit sizes available. Certain services may be limited by distance and/or line-of-sight.**
2. **All pricing is before any applicable E-rate discounts specific to your organization. Final pricing will be lower after your organization's discount is applied. Proficient may bill your organization only for its applicable percentage.**
3. **E911 & additional regulatory fees and taxes may apply.**
4. **Dedicated data circuits include 7x24 active monitoring.**
5. **Some services and pricing subject to final engineering.**
6. **All circuits require specific-needs interview with applicant. Your specific needs may impact pricing and terms.**
7. **Some services offered in conjunction with service partners.**
8. **All proposals are contingent upon execution of service agreement. Terms vary by service.**

Additional Service Elements

- *Connectivity.* Proficient Telecom will provide circuit(s) from its closest designated facility or POP to your location. The customer premise end of each data circuit will connect to your premise router, while the Proficient Telecom end of each circuit will connect to Proficient Telecom's network at its local network POP. Proficient Telecom's network includes connections to multiple upstream providers of connectivity to the Internet, providing you with redundant access to the Internet 24 x 7 x 365.
- *Proactive Status Monitoring.* Proficient Telecom engineers continuously monitor the status and utilization of your IP circuit(s) around the clock 365 days a year from Proficient's Network Operations Centers. Any issues, including outages, denial of

service attacks, probable viruses originating from the client network, etc. are immediately addressed. Your designated contact will be alerted by telephone, pager or email if your circuit(s) fail and then again when each is working properly. This reduces burden on IT staffs or provides a safety net for smaller organizations without dedicated IT personnel.

- *Technical Support.* Friendly live technical support available via telephone or email 24 hours a day.

OTHER IMPORTANT CONSIDERATIONS

Any school or library actively evaluating service providers should consider the following questions:

1. What is important to our current provider or the provider we are considering? Are schools and libraries at the core of their market focus? Do they understand our requirements?

Proficient Telecom is an experienced provider of services to institutions receiving Universal Service funding under the Schools and Libraries Program of the Universal Service Fund, and as such, understands the unique requirements of institutions receiving funding under this program.

2. Will our current provider or the provider we are considering be available when we need them? Do they provide 7 X 24 live technical support?

Proficient Telecom provides over the telephone and email technical support 24 hours a day, 7 days a week.

3. Will our current provider or the provider we are considering monitor our network, proactively address problems and notify us of aberrations that will likely soon cause us problems, or will they rely on us to tell them when there is a problem?

Outages while infrequent are just a part of life. Proficient Telecom continuously monitors the status and utilization of your circuits. In the event of an outage, we proactively take steps to resolve it.

INSTALLATION DETAILS & CONTRACT REQUIREMENT

Installation includes:

- Coordination with local exchange central office and facility personnel to complete the installation as required
- Working with your internal or external IT team as necessary
- WAN side configuration of a new router, if required
- Completion of any required customer DNS changes

Contract Required:

This proposal is not binding. Customer must enter into a service agreement to affect order and initiation of service.

E-RATE SERVICE PROVIDER

V2 Ventures, LLC d/b/a Proficient Telecom is an authorized provider of data and telecommunications services under the E-rate Program. Our Service Provider Identification Number (SPIN) is **143032068**.

CONTACT INFORMATION

Questions should be directed to Tom Jordan, who may be reached by telephone on 248-213-9937 or by email at erateproposals@proficienttel.com.



MEMORANDUM

DATE: April 27, 2016
TO: Juan Guerra, City Manager
FROM: Sergio Contreras, PEDC II Executive Director

ot
a

SUBJECT: Listing agreement on property 1206 W. Sam Houston

ISSUE

The PEDC II owns unimproved real estate property on 1206 W. Sam Houston.

Consideration and action, if any, accepting real estate listing agreement for PEDC II property located at 1206 W. Sam Houston from BIC Realty.

FINANCIAL CONSIDERATION

Realtor listing fee of 6%.

STAFF RECOMMENDATION

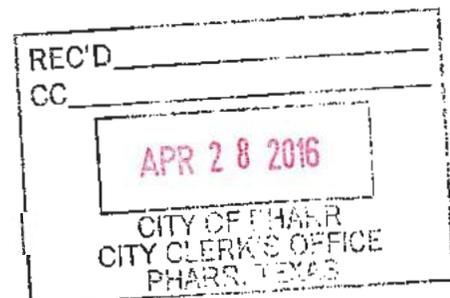
Staff recommends accepting real estate listing agreement between PEDC II and BIC Realty for economic development purposes.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU





TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Pharr Economic Development Corporation

Address: 1206 W. Sam Houston

City, State, Zip: Pharr, TX 78577

Phone: (956) 402-4332

Fax: (956) 322-6114

E-Mail: sergio.contreras@pharr-tx.gov

Broker: BIC REALTY

Address: 3910 W Freddy Gonzalez Dr

City, State, Zip: Edinburg TX 78539,

Phone: (956) 383-6295

Fax: (956) 383-1633

E-Mail: richardagarza@aol.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: 1206 W. Sam Houston

City: Pharr, Texas

County: Hidalgo

Zip: 78577

Legal Description (Identify exhibit if described on attachment): Pharr Citrus Orchard Co

E222.87'Lots 15 & 17

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: N/A

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TAR-1401).)

(TAR-1301) 4-1-14

Initialed for Identification by Seller _____, _____ and Broker/Associate

Page 1 of 9

BIC REALTY, 3910 W. Freddy Gonzalez Edinburg, TX 78539
 Phone: (956)383-6295

Fax: 956-383-1633

Diamantina H. Puente

RAG Listing Pharr

3. LISTING PRICE:

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ 900,000.00
Nine Hundred Thousand
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by the Texas Association of REALTORS®) except N/A

4. TERM:

- A. This Listing begins on May 1, 2016 and ends at 11:59 p.m. on May 1, 2017. Seller may terminate this Listing on notice to Broker any time after _____.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

A. Fee: When earned and payable, Seller will pay Broker a fee of:

(1) 6.000 % of the sales price.

(2) N/A

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
- (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
- (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
- (5) Seller breaches this Listing.

C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Fees:

(1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

(a) N/A % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: expense reimbursements; and _____ .

(b) N/A _____

_____ .

(2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

(a) N/A % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: expense reimbursements based on initial amounts _____ ;

(b) N/A % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: expense reimbursements based on initial amounts _____ ; or

(c) N/A _____ .

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

(3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: N/A _____

_____ .

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 30 days.



- (2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.
- (4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Hidalgo County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before N/A to any of the following persons: _____ (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

- (1) N/A % of the sales price if Seller sells the Property;
- (2) _____ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: expense reimbursements; _____ ; and
- (3) N/A

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker will will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: (Check A or B only.)

- A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
 - (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
 - (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

- Notice:** If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:
- ◆ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
 - ◆ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
 - ◆ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
 - ◆ may not treat a party to the transaction dishonestly; and
 - ◆ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
 - (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):

- (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
- (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
 - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.
- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. *(Check only one box.)*
 - (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TAR-1408).



- (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.



C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:

- (1) that arise from Seller's failure to disclose any material information about the Property;
- (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
- (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
- (4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:

- A. Information About Brokerage Services (TAR-2501)
- B. Property Description Exhibit identified in Paragraph 2
- C. Condominium Addendum to Listing (TAR-1401)
- D. Commercial Property Condition Statement (TAR-1408)
- E. Information About On-Site Sewer Facility(TAR-1407)
- F. Information about Special Flood Hazard Areas (TAR-1414)
- G. _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Texas Association of REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TAR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**
- D. **Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.**

Pharr Economic Development
Seller: Corporation

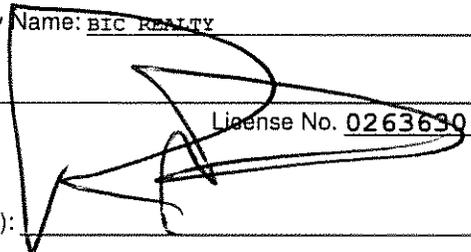
By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

Broker:
Broker / Company Name: BIC REALTY

License No. 0263630
By (signature): 
Printed Name: Richard A. Garza
Title: Broker License No. 233354
Date: _____



Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>BIC REALTY</u>	<u>0263630</u>	<u>(956) 383-6295</u>
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email Phone

<u>Sharon Collier</u>	<u>sharon6906@aol.com</u>	<u>(956) 638-9878</u>
Designated Broker of Firm	License No.	Email Phone

<u>Sharon Collier</u>	<u>Sharon6906@aol.com</u>	<u>Phone</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email Phone

<u>Richard A. Garza</u>	<u>233354</u>	<u>richardagarza@aol.com</u>	<u>(956) 638-6295</u>
Sales Agent/Associate's Name	License No.	Email Phone	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

Hidalgo CAD

Property Search Results > 897864 PHARR ECONOMIC DEVELOPMENT CORPORATION II for Year 2016

Property

Account

Property ID: 897864 Legal Description: PHARR CITRUS ORCHARD CO. E222.87' LOTS 15 & 17
 Geographic ID: P5300-00-000-0015-00 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 1206 W SAM HOUSTON TX Mapsco:
 Neighborhood: PHARR CITRUS Map ID: CPR VOL 1 PG 9
 Neighborhood CD: P630000

Owner

Name: PHARR ECONOMIC DEVELOPMENT CORPORATION II Owner ID: 961981
 Mailing Address: 118 S CAGE BLVD % Ownership: 100.000000000000%
 FL 4
 PHARR, TX 76577-4810

Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$722,660	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$722,660	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$722,660	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$722,660	

Taxing Jurisdiction

Owner: PHARR ECONOMIC DEVELOPMENT CORPORATION II
 % Ownership: 100.000000000000%
 Total Value: \$722,660

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$722,660	\$0	\$0.00
CPR	CITY OF PHARR	0.654000	\$722,660	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	\$722,660	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$722,660	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	\$722,660	\$0	\$0.00
R17	ROAD DIST 17	0.000000	\$722,660	\$0	\$0.00
SPA	PSJA ISD	1.399200	\$722,660	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$722,660	\$0	\$0.00
Total Tax Rate:		2.972500			
Taxes w/Current Exemptions:					\$0.00
Taxes w/o Exemptions:					\$21,481.07

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	3.3180	144532.08	0.00	0.00	\$722,660	\$0

Roll Value History

Hidalgo CAD - Map of Property ID 897864 for Year 2016



Property Details

Account

Property ID: 897864
Geo ID: P6300-00-000-0015-00
Type: Real

Legal Description: PHARR CITRUS ORCHARD CO. E222.87' LOTS 15 & 17

Location

Situs Address: 1206 W SAM HOUSTON TX
Neighborhood: PHARR CITRUS
Mapsc0:
Jurisdictions: SPA, GHD, DR1, JCC, R17, SST, CAD, CPR

Owner

Owner Name: PHARR ECONOMIC DEVELOPMENT CORPORATION II
Mailing Address: , 118 S CAGE BLVD, FL 4, PHARR, TX 78577-4810

Property

Appraised Value: \$722660

<http://propaccess.hidalgoad.org/Map/View/Map/1/897864/2016>



Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Hidalgo County Appraisal District expressly disclaims any and all liability in connection herewith.

MEMORANDUM

DATE: April 27, 2016

TO: Juan Guerra, City Manager

FROM: Sergio Contreras, PEDC II Executive Director

OK

SUBJECT: Incentive agreement with RGV Careers

ISSUE

For economic development purposes, RGV Careers is seeking an incentive agreement from the PEDC II.

Consideration and action, if any, on incentive agreement with RGV Careers.

FINANCIAL CONSIDERATION

Incentive agreement under negotiations.

STAFF RECOMMENDATION

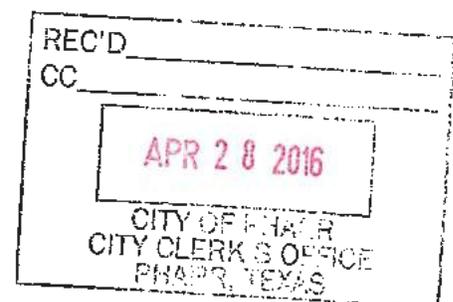
PEDC II Board approved negotiated incentive agreement with RGV Careers.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU



MEMORANDUM

DATE: April 25, 2016
TO: Juan G Guerra, City Manager
FROM: Karla Moya, Finance Director



SUBJECT: Legal action against Vecchio Motel for past due hotel/motel tax

ISSUE

Consideration and action on legal action on past due hotel/motel taxes of Vecchio Motel, to be discussed in executive session.

Please let me know if you have any questions on this or is additional information is needed.

Thank you.



MEMORANDUM

DATE: April 27, 2016

TO: Juan Guerra, City Manager

FROM: Sergio Contreras, PEDC II Executive Director

OK
EJ

SUBJECT: COPsync Inc. loan

ISSUE

There is an outstanding loan that is owed by COPsync Inc. to the PEDC II.

Consideration and action, if any, on Attorney consultation concerning legal action on COPsync Inc. loan.

FINANCIAL CONSIDERATION

Outstanding balance due.

STAFF RECOMMENDATION

Staff recommends approval to seek Attorney consultation concerning legal action on COPsync Inc. loan.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU

REC'D _____
CC _____
APR 28 2016
CITY OF PHARR CITY CLERK'S OFFICE PHARR, TEXAS



MEMORANDUM

DATE: April 27, 2016

TO: Juan Guerra, City Manager

FROM: Sergio Contreras, PEDC II Executive Director

OK
e

SUBJECT: Shay Cantu D/B/A Gridiron Burgers

ISSUE

There is an outstanding balance owed by Shay Cantu D/B/A Gridiron Burgers to the PEDC II.

Consideration and action, if any, on legal action on promissory note of Shay Cantu D/B/A Gridiron Burgers.

FINANCIAL CONSIDERATION

Outstanding balance due.

STAFF RECOMMENDATION

Staff recommends legal action on promissory note of Shay Cantu D/B/A Gridiron Burgers.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 1304.

THANK YOU

REC'D _____
CC _____
APR 28 2016
CITY OF PHARR CITY CLERK'S OFFICE PHARR, TEXAS