NOTICE OF THE REGULAR MEETING OF
THE CITY OF SAN BENITO CITY COMMISSION
DECEMBER 16, 2025
5:30 PM

SAN BENITO MUNICIPAL BUILDING
CESAR GONZALEZ MEETING HALL
401 NORTH SAM HOUSTON BOULEVARD
SAN BENITO, TEXAS 78586

During the course of this meeting, the City Commission may retire into Executive Session under Texas Government Code Section 551.071 (2) to consult with its legal counsel on legal matters relating to any item on this agenda when the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. The City Commission reserves the right to consider and address any of the items in this agenda in any order during the meeting.

CALL TO ORDER:

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

2. Pledge of Allegiance to the U.S. Flag and to the Texas Flag.

3. Invocation.

ANNOUNCEMENT(S)

1. Presentation of a Certificates of Appreciation to Members of the Meaningful Youth and Parents Advocates, and acceptance of a donation to the City of San Benito Public Library.

PUBLIC COMMENTS (Speaker remarks limited to three minutes)

- **Non-Agenda Items:** Kindly submit a "Public Comment Form" stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
- **Agenda Items:** Kindly submit a "Public Comment Form" stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.

- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

PRESENTATION(S)

- Presentation of the City Manager's Report.

- Presentation and discussion of the City of San Benito Brand Launch Initiative.

PUBLIC HEARING(S)

1. Public Hearing on a Voluntary Annexation of a property located near the intersection of Pennsylvania Avenue and McCulloch Street bearing a Legal Description of: Being a tract containing 17.23 acres of land situated out of Block Number Thirty-Three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas. Applicant: Hugo Yanez.

2. Public Hearing on a request to rezone a property located near the intersection of Pennsylvania Avenue and McCulloch Street, bearing a Legal Description of: Being a tract containing 17.23 acres of land situated out of Block Number Thirty-three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas from AO “Agriculture and Open Space” to SF-1 “Single Family One”. Applicant: Hugo Yanez.

3. Public Hearing on a request to rezone a property located at FM 510 bearing a Legal Description: Being 9.00 acres of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, Texas from LI “Light Industry” to C-2 “Commercial General Retail Business”. Applicant: James Michael Fox.

4. Public Hearing on a request to amend the PDD “Planned Development District”, adopted on December 5, 2024, for the property located on Business 77 and Williams Road, known as San Sebastian Subdivision, bearing a Legal Description of: A 47.350 acre tract of land, more or less, out of Lots 2, 7, 8, 9, 10, 15 and 16, Block 129, San Benito Land and Water Company Subdivision, as per Map or Plat thereof recorded in Volume 1, Page 6, Map Records, Cameron County, Texas. Applicant: Fabian Contreras.

5. Public Hearing on a request to rezone a property located at 449 Ratliff Street bearing a Legal Description: Being Lot 4, Block 1, Collins-Patty Subdivision, an Addition to the City of San Benito, Cameron County, Texas, according to Volume 7, Page 58, Map Records, Cameron County, Texas from SF-1 “Single Family One” to C-2 “Commercial General Retail Business”. Applicant: Zoila Reyes Rodenzo.

6. Public Hearing on a request for a Conditional Use Permit to allow the sale of alcohol at a Convenience Store on a property located at 449 Ratliff Street zoned SF-1 "Single Family One", bearing a Legal Description of Being Lot 4, Block 1, Collins-Patty Subdivision, an Addition to the City of San Benito, Cameron County, Texas, according to Volume 7, Page 58, Map Records, Cameron County, Texas. Applicant: Zoila Reyes Rodenzo.

7. Public Hearing on a request for a Voluntary De-annexation of approximately 1.420 gross acres (1.25 net acres) located at 29376 Resaca Drive, further described in the metes and bounds survey recorded for Lot 2, JO C. Elstner's Horse Shoe Subdivision as recorded in Volume 8, Page 71, Map Records, Cameron County, Texas. Applicant: John L. Claudio (applicant memorandum dated October 23, 2025 on record). A portion of the property lies within San Benito's corporate limits, and a portion lies in the City's ETJ, as depicted in the City-prepared location and 200-foot radius map.

8. Public Hearing on a request to rezone a property located at 25961 FM 510 bearing a Legal Description of: Being 1.00 acre of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Raymond M. Garcia & Alicia C. Garcia.

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1. Consideration and possible action to approve the Preliminary and Final Plat of Camino Seven Subdivision, located on West Business 77, bearing a legal description of: Being 7.13-acres of land consisting of 3.52-acres out of Lot 6, and 3.61-acres out of Lot 5, of the Resaca Front Subdivision, as recorded in Volume 2, Page 21, of the Map Records of Cameron County, Texas. Applicant: AP Growth Properties, LP.

2. Consideration and possible action to approve the amended Final Plat of Le Blanc Subdivision, located at the intersection of Shafer Road and Sauvignon Avenue with a legal description of: 10.00 acres of land out of Block 123, San Benito Land and Water Company Subdivision, recorded in Volume 1, Page 6, Map records of Cameron County, Texas, Being of the Tract of Land described in Document No. 2021-42894, Official Records of Cameron County, Texas. Applicant: Camperos Development LLC.

3. Consideration and possible action to approve the replat for Boswell-Elliff Number 2 Subdivision, located at 1401 West Business 77 bearing a legal description of: being 4.54 acres of land comprised of the following tracts: Tract 1: 3.36 acres of land, being all of Lot 2 of the amended plat of Boswell-Elliff Subdivision, recorded in cabinet 1, Page 3914, Map Records, Cameron County, Texas and Tract 2: 1.18 acre of land, being all of Lot 2, Block 1, Cameron County Farm Bureau Subdivision, recorded in cabinet 1, Page 432-A Map Records, Cameron County, Texas. Applicant: Ellbos, LLC.

4. Consideration and possible action to approve the amended Final Plat of Liberty Estates Phase III Subdivision, being 13.97-acre subdivision out of blocks Six (6), Seven (7), and Eight (8), Cunningham's Subdivision of Block Thirty-Five (35), Recorded in Volume 1 Page 43, Map Records of Cameron County, Texas. Applicant: JNSP Properties LLC.

5. Consideration and possible action to approve the minutes of the November 4, 2025 City of San Benito Regular City Commission Meeting.

6. Consideration and possible action to approve the Second and Final Reading of Resolution 2025-1118-003(R) approving proposed projects of the San Benito Economic Development Corporation, Incorporated.

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1. First Reading of Ordinance Number 2252-AM-012026, a request to approve a Voluntary Annexation of a property located near the intersection of Pennsylvania Avenue and McCulloch Street bearing a Legal Description of: Being a tract containing 17.23 acres of land situated out of Block Number Thirty-Three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas. Applicant: Hugo Yanez.

2. First Reading of Ordinance Number 2252-AN-012026, a request to approve a rezone for a property located near the intersection of Pennsylvania Avenue and McCulloch Street, bearing a Legal Description of: Being a tract containing 17.23 acres of land situated out of Block Number Thirty-three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas from AO "Agriculture and Open Space" to SF-1 "Single Family One". Applicant: Hugo Yanez.

3. First Reading of Ordinance Number 2252-AO-012026, a request to approve the rezone of a property located at FM 510 bearing a Legal Description: Being 9.00 acres of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: James Michael Fox.

4. First Reading of Ordinance Number 2252-AP-012026, a request to rezone a property located at 449 Ratliff Street bearing a Legal Description: Being Lot 4, Block 1, Collins-Patty Subdivision, an Addition to the City of San Benito, Cameron County, Texas, according to Volume 7, Page 58, Map Records, Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Zoila Reyes Rodenzo.

5. First Reading of Ordinance Number 2252-AQ-012026, to approve a Voluntary De-annexation request of approximately 1.420 gross acres (1.25 net acres) located at 29376 Resaca Drive, further described in the metes and bounds survey recorded for Lot 2, JO C. Elstner's Horse Shoe Subdivision as recorded in Volume 8, Page 71, Map Records, Cameron County, Texas. Applicant: John L. Claudio (applicant memorandum dated October 23, 2025 on record).

6. First Reading of Ordinance Number 2252-AR-012026, a request to rezone a property located at 25961 FM 510, bearing a Legal Description of: Being 1.00 acre of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Raymond M. Garcia & Alicia C. Garcia.

7. First Reading of Ordinance Number 2252-AS-012026, an ordinance amending Ordinance Number 2252 and sections of the Code of Ordinances that pertain to Administration and Enforcement, and codified in the Code of Ordinances in Chapter 14A, to amend Section 3.02, Building Permit Process.

8. First Reading of Ordinance Number 2252-WA-010626, a request to approve an amendment to the PDD "Planned Development District", adopted on December 5, 2024, for the property located on Business 77 and Williams Road, known as San Sebastian Subdivision, bearing a Legal Description of: A 47.350 acre tract of land, more or less, out of Lots 2, 7, 8, 9, 10, 15 and 16, Block 129, San Benito Land and Water Company Subdivision, as per Map or Plat thereof recorded in Volume 1, Page 6, Map Records, Cameron County, Texas. Applicant: Fabian Contreras.

9. Consideration and possible action to ratify Resolution Number 2025-1216-001(R), authorizing the Chief of Police or his designee to approve the application and acceptance of any Bullet Resistant Components for Law Enforcement Vehicle Grant Number 5653201 that the Office of the Governor issues for the period of performance beginning March 1, 2026, and ending February 28, 2027.

10. Consideration and possible action to approve Resolution Number 2025-1216-002(R), authorizing the use of eminent domain to acquire a 50' x 50' sanitary sewer easement needed for sanitary sewer improvements. This action may also include the use of eminent domain on a 39.28-acre tract and a 34.75-acre tract, also located within Block Sixteen (16) of the San Benito Land and Water Company Subdivision. The 50' x 50' easement consists of a 0.057-acre portion of Block Sixteen (16) of the San Benito Land and Water Company Subdivision, recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas, and lies within the 39.28-acre tract recorded under Document Number 2021-12508 of the Official Records of Cameron County, Texas. The acquisition is required for the construction of a grinder pump station on the property described. The resolution further authorizes the city attorney, or his designee, and other city officials to take all necessary actions to acquire the property by donation, purchase, or through the exercise of eminent domain.

11. Consideration and possible action to adopt Resolution Number 2025-1216-003(R) authorizing the City of San Benito to join the Moak Casey Interlocal Purchasing Cooperative and approve the Interlocal Purchasing Cooperative Contract.

12. Consideration and possible action authorizing the City Manager to Enter into a Contract Agreement with Valiant Energy Sources, LLC for Consulting Services on performance improvements, Affinity Program (Friends and Family Residential Program) and Price Negotiations for forward lock of the City's Retail Electric Provider Agreement following the expiration of the Current Contract.

13. Consideration and possible action to approve the Mayor entering into an Agreement with the Texas Department of Transportation as part of the Texas Traffic Safety Grant for the Selective Traffic Enforcement Program-Impaired Driving Mobilization for the period of December 9, 2025, to September 10, 2025.

14. Consideration and possible action to authorize the Mayor to sign the Memorandum of Understanding between the City of San Benito and the Rio Grande Valley Metropolitan Planning Organization for the Distribution and Maintenance of Bicycle and Pedestrian Counter Equipment.

15. Consideration and possible action to ratify a Master Services Agreement Contract with Digital Age Tech Consultants, LLC for Laserfiche Cloud Solution Software services in the amount of $4,961.00.

16. Consideration and possible action to approve Hog Waddle 2026 Headliner deposit with Carpe Nox Industries, LLC

17. Consideration and possible action to award RFP Number 2025-11-02 to Tanksco, Inc., the lowest bidder, for the Cleaning, Repairing, and Painting of the 1,000,000-Gallon Elevated Reservoir (US 77 Expressway/Freddy Fender Tower) and the 850,000-Gallon Elevated Reservoir (Oscar Williams Road Tower) for the City of San Benito, Texas.

18. Discussion and possible action to: (1) authorize issuance of a Request for Proposals (RFP) for exclusive citywide municipal solid waste collection and disposal services; (2) authorize the City Manager to finalize and publish the RFP, appoint a staff evaluation committee, evaluate and rank all responsive proposals, and negotiate a proposed agreement with the highest-ranked proposer; and (3) direct that any proposed exclusive solid waste franchise agreement be returned to the City Commission for consideration and possible approval, and that all legally required public notices be provided.

19. Consideration and possible action to approve the purchase of the CivicPlus Marketplace App for the City of San Benito for the total amount of $5,625.00 and an annual recurring fee of $7,500.00.

20. Consideration and possible action to approve the purchase of an 8.76-acre tract of land adjacent to the San Benito Water Treatment Plant in the amount of $180,000, bearing a legal description of: Being 8.76 acres of land out of Block 37, San Benito Land and Water Company Subdivision, Cameron County, Texas.

21. Discussion and possible action to adopt findings of emergency under Texas Local Government Code §252.022(a)(2)–(3); to ratify an emergency procurement; and to approve a contract with OMT Utilities in an amount not to exceed $162,000 for repairs to the Virginia Street Lift Station.

22. Consideration and possible action to approve a $24,000 payment to Southwest Custom, LLC for the partial demolition of a City-owned building located at 101 Doherty Street, adjacent to 925 West Stenger.

23. Consideration and possible action to approve the purchase of multiple-sized Brass Saddles from Ferguson Waterworks in the amount of $12,624.60.

24. Consideration and possible action to approve the purchase of multiple-sized repair clamps from Aguaworks Pipe and Supply in the amount of $43,471.00.

EXECUTIVE SESSION

1. Attorney Consultation pursuant to Section §551.071(1) and (2), Texas Government Code for legal advice and counsel in connection with the lawsuit styled and numbered Julian Rios v City of San Benito et al, Cause No. 2024-DCL-06091; 197th District Court, Cameron County, Texas.

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

NOTE: The City Commission of the City of San Benito reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

1. Consideration and possible action regarding the lawsuit styled and numbered Julian Rios v City of San Benito et al, Cause Number 2024-DCL-06091; 197th District Court, Cameron County, Texas.

ADJOURNMENT

Note: The City of San Benito does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the City Secretary at (956) 361-3800, Extension 103, by Monday, no later than 5:00 P.M., to make proper arrangements.

Dated: December 10, 2025

CITY OF SAN BENITO
Ricardo Guerra
Honorable Ricardo Guerra
Mayor

STATE OF TEXAS §
COUNTY OF CAMERON §

I, the undersigned authority, do hereby certify that the above Notice of the Regular Meeting of the City of San Benito City Commission is a true and correct copy of said Notice posted on the front outdoor bulletin board cabinet for agendas at the San Benito Municipal Building, 401 North Sam Houston Boulevard, in San Benito, Texas, a place convenient and readily accessible to the general public at all times which has been continuously posted for a period of three business days prior to the date and time said meeting was convened. This agenda may be downloaded by accessing: http://cityofsanbenito.com/AgendaCenter.

ATTEST:

Ruth McGinnis
Ruth A. McGinnis
City Secretary

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Presentation of the City Manager's Report.

RECOMMENDATION:
Presentation only.

RATIONALE:
The City Manager’s Report ensures transparency in municipal operations and keeps the City Commission fully informed of current developments and emerging issues. This agenda item supports effective policy decision-making, promotes accountability, and strengthens communication between city administration and elected officials.

BUDGET IMPACT:
None.

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS: None

PREPARED BY: Fred Sandoval
Cityi Manager

12/09/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Presentation and discussion of the City of San Benito Brand Launch Initiative.

RECOMMENDATION:
Staff recommends proceeding with the implementation of the San Benito Brand Launch Plan, beginning January 2026, as outlined in the attached document.

RATIONALE:
The San Benito Brand Launch Plan offers a strategic, community-driven approach to elevating the city's identity as "The Soul of South Texas," aligning with municipal goals for livability, economic development, and cultural visibility. Through internal engagement efforts like staff storytelling and ambassador kits, and external initiatives including public art, signature events, and partnerships with local institutions, the plan fosters civic pride and regional recognition. Its phased rollout ensures resource efficiency, while built-in evaluation tools support ongoing impact measurement, making it a sustainable and meaningful investment in San Benito's future.

BUDGET IMPACT:
No budgetary impact at this time.

RESOURCE PERSONNEL:
Diana Garza, Assistant City Manager

EXHIBITS: San Benito Brand Launch Plan
San Benito Brand Launch Plan

PREPARED BY: Diana Garza
Assistant City Manager

12/09/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

SAN BENITO

Brand Launch Plan

theatkinsgroup

December 11, 2025

Overview

SAN BENITO
THE SOUL OF SOUTH TEXAS

The City of San Benito is at an exciting turning point – poised to embrace and express its identity as The Soul of South Texas. This Communications Strategy marks the beginning of a new era: one where San Benito's story is told with authenticity, consistency, and pride. A strong and cohesive brand will be instrumental in realizing the City's vision of becoming the most livable city in the Rio Grande Valley and positioning San Benito as a premier cultural destination in South Texas.

At its heart, this plan seeks to tell the story of why San Benito matters – celebrating its cultural richness, economic opportunity, and deep community spirit. By establishing a solid communications and brand foundation now, all future marketing and outreach efforts will become more cohesive, connected, and impactful. This initiative will align internal teams, unify messaging under one voice, and provide the tools needed to confidently represent San Benito as the true heart and soul of the region.

Equally important, the plan is designed with fiscal responsibility and long-term sustainability in mind. Each phase will leverage existing assets, prioritize efficient resource use, and deliver measurable results that add enduring value to San Benito and its residents.

Introduction & Objectives

SAN BENITO
THE SOUL OF SOUTH TEXAS

Purpose of the Brand Launch

- Define and introduce the new brand identity.
- Ensure clear alignment with the City of San Benito administration and Economic Development Council (EDC) goals.

Goals

- Drive internal adoption and advocacy across the City and EDC.
- Establish brand consistency across all channels and touchpoints.
- Build community awareness, engagement, and pride.
- Attract new businesses, residents, and visitors.

BRANDING APPLICATION & ADOPTION

Branding Application & Adoption

SAN BENITO
THE SOUL OF SOUTH TEXAS

Strategy

To successfully embed the new San Benito brand across all city operations, communications, and community interactions, the strategy focuses on “integration through engagement.” This means the rollout will not only replace old visuals, but also activate pride, participation, and understanding – internally among staff and externally within the community.
The strategy emphasizes a three-phase approach:

1. **Inspire** – Build internal excitement and pride through leadership-driven communication.
2. **Integrate** – Consistently apply the new brand identity across physical, digital, and experiential touchpoints.
3. **Involve** – Engage the broader community through storytelling and visible improvements that bring the brand to life.

GOAL: Bring the new San Benito brand to life across every touchpoint.

OBJECTIVE: Establish a consistent, authentic, and inspiring brand experience that unites internal stakeholders and connects meaningfully with residents, businesses, and visitors.

Branding Application & Adoption

SAN BENITO
THE SOUL OF SOUTH TEXAS

Internal Adoption

- **Leadership Launch Event:** Host a staff meeting led by the Mayor and City Manager to introduce the brand's purpose, meaning, and visual identity.

- **Brand Ambassador Kits:** Distribute t-shirts, caps, and pins featuring the new logo to foster early enthusiasm and a sense of ownership.
  Timeline: January 2026

- **Brand Guidelines & Tools:** Establish a full brand system including associated iconography, color palettes, typography, and clear usage guidelines for online and offline use; develop print and digital collateral templates; upload logo toolkit to the city's website/intranet.
  Timeline: January 2026

- **Internal Storytelling:** Launch a "We Are San Benito" internal campaign spotlighting city employees and their contributions to the community. Work with city historians on this.
  Timeline: January 2026 - February 2026

Branding Application & Adoption

Physical Touchpoints

- **Municipal Assets:** Apply the logo and branding to monument signage, uniforms, city trucks, including fire truck, pole banners, and wayfinding signage.
  Timeline: 2026 Initiative

- **Highway 77 Gateway Wall:** Refresh the neglected wall welcoming drivers from Harlingen with the new brand identity, creating a proud and welcoming city entrance.
  Timeline: February 2026

- **Water Towers:** Add the new logo to both water towers, keeping Freddy Fender's new image on the main tower while integrating the logo alongside it. The second tower will include the Greyhound mascot and the updated San Benito logo.
  Timeline: 2026 Initiative

- **Public Art Integration:** Encourage murals, banner programs, and creative signage celebrating San Benito's new look and its theme, "The Soul of South Texas."
  Timeline: 2026 Initiative

- **"Soul of South Texas"** Campaign: Partner with local businesses, artists, and residents to tell authentic stories that reflect San Benito's heritage and future.
  Timeline: 2026 Initiative

- **Local Business Spotlights:** Collaborate with the EDC and PIO to feature small business success stories aligned with the new brand.
  Timeline: 2026 Initiative

- **City Historian Oral History Project:** Document and share stories that connect residents' personal histories to the city's evolving identity.
  Timeline: 2026 Initiative

- **Branded City Gifts:** Distribute city-branded items (pens, mugs, totes) for civic events and tourism marketing.
  Timeline: 2026 Initiative

Branding Application & Adoption

SAN BENITO
THE SOUL OF SOUTH TEXAS

Channel Specific Strategy

- **Website Enhancements:** Collaborate with CivicPlus and Cristina to align design, navigation, and content with the new brand; incorporate a storytelling section highlighting people and progress. The new podcast being created by the communications team will be added to the new website.
  Timeline: 2026 Initiative

- **Social Media:** Develop a consistent tone, visual language, and content framework; create templates for evergreen posts and branded campaigns.
  Timeline: January 2026

- **Public Relations:** Issue a press release announcing the new brand launch; develop a media kit with logos, brand narrative, and leadership quotes; create a new press release boilerplate that reflects the city's renewed identity.
  Timeline: January 2026

- **Video Storytelling:** Produce a dynamic "Sizzle Video" showcasing San Benito's new look, culture, and economic vitality to share across media platforms and events.
  Timeline: February 2026

Branding Application & Adoption

SAN BENITO
THE SOUL OF SOUTH TEXAS

Measurement & Evaluation

- Conduct staff feedback surveys post-launch to measure internal understanding and adoption.
- Monitor public sentiment and engagement via social media and community feedback.
- Maintain a Brand Compliance Checklist for all departments to ensure consistency in application.
- Revisit implementation progress quarterly to identify additional opportunities for brand visibility.

II

MEMORABLE EVENTS

Memorable Events

Strategy

Events play a critical role in bringing the San Benito brand to life and fostering a deeper sense of community pride and visibility beyond city limits. The event strategy focuses on leveraging signature events that define the city's identity while introducing new experiences that reflect San Benito's culture, creativity, and welcoming spirit. By aligning event marketing, storytelling, and visual branding, the city can strengthen its reputation as The Soul of South Texas – a destination that celebrates music, heritage, and authentic local experiences.

This strategy centers on three key pillars:

1. **Enhance** – Elevate existing city events through professional branding, cohesive marketing, and expanded regional promotion.
2. **Expand** – Introduce new, strategically themed events that attract visitors, stimulate local commerce, and enrich civic engagement.
3. **Engage** – Foster partnerships with businesses, nonprofits, and media to amplify event reach and strengthen community participation.

Goals and Objectives

- Support and elevate the city's key and signature events through enhanced marketing, branding, and PR efforts.
- Strengthen regional awareness of San Benito's event calendar and attract visitors from across the Rio Grande Valley and beyond.
- Build community pride and participation through creative, inclusive, and culturally rich event programming.
- Ensure consistent brand integration across all event materials, signage, and experiences.

Memorable Events

SAN BENITO
THE SOUL OF SOUTH TEXAS

Signature Events

- Identify events that require PR support and define which media markets should be targeted (local, regional, or state-level). Example: The Summer Concert Series can be pitched beyond the Rio Grande Valley to attract statewide and regional attention.
  Timeline: 2026 Initiative

- Provide a comprehensive event overview, including strategic recommendations, messaging, marketing tactics, and a detailed promotional calendar.
  Timeline: 2026 Initiative

- Ensure brand consistency across all event collateral, including digital marketing, staging, merchandise, and onsite experiences.
  Timeline: 2026 Initiative

Memorable Events

SAN BENITO
THE SOUL OF SOUTH TEXAS

New Event Concepts

1. **Hog Waddle Run at the Hog Waddle (March):** Bring back a fun, pastime tradition dating back to 1914 where area ranchers release their hogs down Sam Houston Street to kick off the popular Hog Waddle event. The city can work with 4H students from the high school. At the Fairgrounds, participants will enjoy a cook-off competition (multiple categories), a Texas reenactment, a folklorico dance show, an art exhibit and a concert with a big-name band.
   Timeline: Hog Waddle Run: March 13, 2026 | Hog Waddle Concert: March 14, 2026

2. **Monarch Festival (October):** Celebrate the annual monarch butterfly migration while showcasing San Benito's wetlands and commitment to environmental stewardship. The city can partner with *Monarch Watch* to purchase official butterfly tags and collaborate with the local school district to develop an educational program that teaches students and residents how to create and maintain butterfly-friendly habitats throughout the community.
   Timeline: October 2026

3. **Conjunto Heritage Week**: Partner on an annual "Conjunto Heritage Week" featuring live music, workshops, and family-friendly programming to celebrate local talent and history. "Home of Conjunto" designation by the state.
   Timeline: National Hispanic Heritage Week (September 2026)

Memorable Events

SAN BENITO
THE SOUL OF SOUTH TEXAS

Marketing & Promotion

- Develop an integrated event marketing plan that includes social media, digital advertising, press releases, and cross-promotion with local partners.
- Build a visual and narrative identity for each event that ties back to the overarching San Benito brand.
- Use video, photography, and storytelling to document and share the energy of each event online and through PR channels.
- Collaborate with local businesses and organizations to offer sponsorship opportunities and community engagement activities.

Memorable Events

SAN BENITO
THE SOUL OF SOUTH TEXAS

Measurement & Evaluation

- **Internal Adoption:** Percentage of staff trained and actively using branded event assets and templates.
- **Digital Engagement:** Growth in website traffic, social media reach, and event-related hashtag usage.
- **Public Relations Coverage:** Number of earned media placements, impressions, and tone/sentiment analysis.
- **Event Participation:** Attendance numbers, engagement levels, and post-event satisfaction surveys.
- **Community Pride & Awareness:** Feedback from pre- and post-event surveys, focus groups, and anecdotal input from attendees and partners.

III

ADDITIONAL OPPORTUNITIES

Additional Opportunities

SAN BENITO
THE SOUL OF SOUTH TEXAS

Strategy

To sustain the momentum of San Benito's new brand and strengthen its presence locally and regionally, the city will pursue strategic partnerships, cultural initiatives, and community-based activations that reinforce its identity as *The Soul of South Texas*.

This approach focuses on collaboration, creativity, and cultural storytelling, leveraging San Benito's deep musical heritage, environmental assets, and community pride to create year-round engagement opportunities and long-term visibility for the brand.

By investing in cultural partnerships, signature events, and grassroots engagement, San Benito can amplify its reputation as an authentic, vibrant, and forward-looking city that celebrates its roots while inviting future growth.

Objectives:

- Strengthen community partnerships that promote cultural preservation, tourism, and civic pride.
- Create new branded experiences that align with the city's refreshed visual identity and storytelling platform.
- Support community-driven outreach that deepens local engagement and expands San Benito's regional footprint.
- Increase visibility for San Benito across South Texas through collaboration, media coverage, and public participation.

Additional Opportunities

Strategic Initiatives

1. PARTNERSHIP WITH THE MUSEUM AND CONJUNTO HERITAGE ASSETS

Objective:

Strengthen the city's relationship with the San Benito Cultural Heritage Museum and promote ownership or co-management of the Conjunto Music Hall of Fame and Museum assets.

Strategy:

Collaborate on exhibitions, educational programs, and public events that honor San Benito's musical legacy and its role as the birthplace of Conjunto music.

Develop co-branded campaigns and educational materials that integrate the new city identity with the museum's visual and cultural storytelling.

Explore opportunities to digitize and modernize the Conjunto archives, expanding accessibility for younger generations and visitors.

Additional Opportunities

SAN BENITO
THE SOUL OF SOUTH TEXAS

2. CREATION OF NEW BRANDED EVENTS

Objective:

Expand San Benito's tourism and economic impact through signature branded events that align with the city's identity and appeal to regional and statewide audiences.

Strategy:

- Launch Chrome by the Resaca, an annual celebration of car and motorcycle culture that incorporates live music, local vendors, and family entertainment.
- Build sponsorship opportunities with local dealerships, restaurants, and hospitality partners.
- Ensure cohesive branding through logo placement, event signage, and social media storytelling that reflects San Benito's character and energy.
- Establish this as a destination event to draw attendees from across the Rio Grande Valley and beyond.

Additional Opportunities

SAN BENITO
THE SOUL OF SOUTH TEXAS

3. MONARCH BUTTERFLY FESTIVAL

Objective:

Celebrate San Benito's connection to nature, education, and sustainability through a signature environmental event.

Strategy:

- Host the festival each October in partnership with local schools, environmental groups, and tourism organizations.
- Integrate interactive educational components such as butterfly garden plantings, children's art projects, and conservation workshops.
- Position the festival as both a local family event and a regional eco-tourism attraction.
- Incorporate branded merchandise, signage, and social content that align with the city's identity and "Soul of South Texas" narrative.

Additional Opportunities

SAN BENITO
THE SOUL OF SOUTH TEXAS

4. COMMUNITY OUTREACH & ACTIVATIONS

Objective:

Build ongoing community engagement through localized, branded touchpoints that bring the city's identity directly to residents.

Strategy:

- Develop a Grassroots Outreach Program that activates neighborhoods, schools, and civic groups with branded materials and participatory events. Samantha Guzman is a possible leader.
- Identify partnership opportunities with local nonprofits, small businesses, and civic organizations to co-host city-branded experiences such as neighborhood cleanups, art walks, or pop-up concerts.
- Create "San Benito Street Teams" — groups of volunteers and ambassadors who represent the brand at community events and regional fairs.
- Introduce branded giveaways and outreach kits (t-shirts, water bottles, pens, tote bags) to promote visibility and pride.
- Use storytelling and local spotlights to highlight positive community impact through city channels and PR campaigns.

Additional Opportunities

SAN BENITO
THE SOUL OF SOUTH TEXAS

Measurement & Evaluation

Success of these initiatives will be tracked through both quantitative and qualitative metrics, including:

- **Partnership Growth:** Number and quality of collaborations with local institutions and organizations.
- **Event Participation:** Attendance and media coverage for new branded events.
- **Community Engagement:** Volunteer participation, outreach event attendance, and social media engagement.
- **Cultural Impact:** Increased recognition of San Benito as a cultural and heritage destination across the region.

SAN BENITO

THANK YOU

theatkinsgroup

SAN BENITO

BRAND STORY

San Benito, proudly rooted in the heart of the Rio Grande Valley, is a city built on heritage, hard work, and the soulful sounds of Conjunto music. As the birthplace of musical legend Freddy Fender, San Benito celebrates its rich cultural rhythms, where the spirit of tradition echoes through every chord. The city's iconic resacas, winding waterways once vital to its agricultural roots, now serve as scenic landmarks and active water playgrounds, tying the past to a flourishing future. San Benito's growth is no accident—
it's the result of thoughtful planning, unwavering dedication, and a shared commitment to honoring legacy while building new opportunities for generations to come.
Here, music, culture, and community flow together, creating a place
where families, businesses, and dreams can thrive with purpose.

SAN BENITO

We are the warm welcome
your heart is searching for.
The rare cultural destination that truly is.
A city built on heritage and harmony.
The birthplace of Conjunto Music.
Home to writers, musicians and artists.
And generations of doers and dreamers.
Proud of our history, our community, and our purple & gold.
A timeless and beautiful place.
Full of authentic joy.
A soulful serenade that holds you close.
We are San Benito.

SAN BENITO

Brand Launch Plan

theatkinsgroup

December 11, 2025

Overview

The City of San Benito is at an exciting turning point – poised to embrace and express its identity as The Soul of South Texas. This Communications Strategy marks the beginning of a new era: one where San Benito's story is told with authenticity, consistency, and pride. A strong and cohesive brand will be instrumental in realizing the City's vision of becoming the most livable city in the Rio Grande Valley and positioning San Benito as a premier cultural destination in South Texas.

At its heart, this plan seeks to tell the story of why San Benito matters – celebrating its cultural richness, economic opportunity, and deep community spirit. By establishing a solid communications and brand foundation now, all future marketing and outreach efforts will become more cohesive, connected, and impactful. This initiative will align internal teams, unify messaging under one voice, and provide the tools needed to confidently represent San Benito as the true heart and soul of the region.

Equally important, the plan is designed with fiscal responsibility and long-term sustainability in mind. Each phase will leverage existing assets, prioritize efficient resource use, and deliver measurable results that add enduring value to San Benito and its residents.

Introduction & Objectives

SAN BENITO
THE SOUL OF SOUTH TEXAS

Purpose of the Brand Launch

- Define and introduce the new brand identity.
- Ensure clear alignment with the City of San Benito administration and Economic Development Council (EDC) goals.

Goals

- Drive internal adoption and advocacy across the City and EDC.
- Establish brand consistency across all channels and touchpoints.
- Build community awareness, engagement, and pride.
- Attract new businesses, residents, and visitors.

BRANDING APPLICATION & ADOPTION

Branding Application & Adoption

Strategy

To successfully embed the new San Benito brand across all city operations, communications, and community interactions, the strategy focuses on “integration through engagement.” This means the rollout will not only replace old visuals, but also activate pride, participation, and understanding – internally among staff and externally within the community.
The strategy emphasizes a three-phase approach:

1. **Inspire** – Build internal excitement and pride through leadership-driven communication.
2. **Integrate** – Consistently apply the new brand identity across physical, digital, and experiential touchpoints.
3. **Involve** – Engage the broader community through storytelling and visible improvements that bring the brand to life.

GOAL: Bring the new San Benito brand to life across every touchpoint.

OBJECTIVE: Establish a consistent, authentic, and inspiring brand experience that unites internal stakeholders and connects meaningfully with residents, businesses, and visitors.

Branding Application & Adoption

SAN BENITO
THE SOUL OF SOUTH TEXAS

Internal Adoption

- **Leadership Launch Event:** Host a staff meeting led by the Mayor and City Manager to introduce the brand's purpose, meaning, and visual identity.

- **Brand Ambassador Kits:** Distribute t-shirts, caps, and pins featuring the new logo to foster early enthusiasm and a sense of ownership.
  Timeline: January 2026

- **Brand Guidelines & Tools:** Establish a full brand system including associated iconography, color palettes, typography, and clear usage guidelines for online and offline use; develop print and digital collateral templates; upload logo toolkit to the city's website/intranet.
  Timeline: January 2026

- **Internal Storytelling:** Launch a "We Are San Benito" internal campaign spotlighting city employees and their contributions to the community. Work with city historians on this.
  Timeline: January 2026 - February 2026

Branding Application & Adoption

Physical Touchpoints

- **Municipal Assets:** Apply the logo and branding to monument signage, uniforms, city trucks, including fire truck, pole banners, and wayfinding signage.
  Timeline: 2026 Initiative

- **Highway 77 Gateway Wall:** Refresh the neglected wall welcoming drivers from Harlingen with the new brand identity, creating a proud and welcoming city entrance.
  Timeline: February 2026

- **Water Towers:** Add the new logo to both water towers, keeping Freddy Fender's new image on the main tower while integrating the logo alongside it. The second tower will include the Greyhound mascot and the updated San Benito logo.
  Timeline: 2026 Initiative

- **Public Art Integration:** Encourage murals, banner programs, and creative signage celebrating San Benito's new look and its theme, "The Soul of South Texas."
  Timeline: 2026 Initiative

- **"Soul of South Texas"** Campaign: Partner with local businesses, artists, and residents to tell authentic stories that reflect San Benito's heritage and future.
  Timeline: 2026 Initiative

- **Local Business Spotlights:** Collaborate with the EDC and PIO to feature small business success stories aligned with the new brand.
  Timeline: 2026 Initiative

- **City Historian Oral History Project:** Document and share stories that connect residents' personal histories to the city's evolving identity.
  Timeline: 2026 Initiative

- **Branded City Gifts:** Distribute city-branded items (pens, mugs, totes) for civic events and tourism marketing.
  Timeline: 2026 Initiative

Branding Application & Adoption

Channel Specific Strategy

- **Website Enhancements:** Collaborate with CivicPlus and Cristina to align design, navigation, and content with the new brand; incorporate a storytelling section highlighting people and progress. The new podcast being created by the communications team will be added to the new website.
  Timeline: 2026 Initiative

- **Social Media:** Develop a consistent tone, visual language, and content framework; create templates for evergreen posts and branded campaigns.
  Timeline: January 2026

- **Public Relations:** Issue a press release announcing the new brand launch; develop a media kit with logos, brand narrative, and leadership quotes; create a new press release boilerplate that reflects the city's renewed identity.
  Timeline: January 2026

- **Video Storytelling:** Produce a dynamic "Sizzle Video" showcasing San Benito's new look, culture, and economic vitality to share across media platforms and events.
  Timeline: February 2026

Branding Application & Adoption

SAN BENITO
THE SOUL OF SOUTH TEXAS

Measurement & Evaluation

- Conduct staff feedback surveys post-launch to measure internal understanding and adoption.
- Monitor public sentiment and engagement via social media and community feedback.
- Maintain a Brand Compliance Checklist for all departments to ensure consistency in application.
- Revisit implementation progress quarterly to identify additional opportunities for brand visibility.

II

MEMORABLE EVENTS

Memorable Events

Strategy

Events play a critical role in bringing the San Benito brand to life and fostering a deeper sense of community pride and visibility beyond city limits. The event strategy focuses on leveraging signature events that define the city's identity while introducing new experiences that reflect San Benito's culture, creativity, and welcoming spirit. By aligning event marketing, storytelling, and visual branding, the city can strengthen its reputation as The Soul of South Texas – a destination that celebrates music, heritage, and authentic local experiences.

This strategy centers on three key pillars:

1. **Enhance** – Elevate existing city events through professional branding, cohesive marketing, and expanded regional promotion.
2. **Expand** – Introduce new, strategically themed events that attract visitors, stimulate local commerce, and enrich civic engagement.
3. **Engage** – Foster partnerships with businesses, nonprofits, and media to amplify event reach and strengthen community participation.

Goals and Objectives

- Support and elevate the city's key and signature events through enhanced marketing, branding, and PR efforts.
- Strengthen regional awareness of San Benito's event calendar and attract visitors from across the Rio Grande Valley and beyond.
- Build community pride and participation through creative, inclusive, and culturally rich event programming.
- Ensure consistent brand integration across all event materials, signage, and experiences.

Memorable Events

SAN BENITO
THE SOUL OF SOUTH TEXAS

Signature Events

- Identify events that require PR support and define which media markets should be targeted (local, regional, or state-level).
  Example: The Summer Concert Series can be pitched beyond the Rio Grande Valley to attract statewide and regional attention.
  Timeline: 2026 Initiative

- Provide a comprehensive event overview, including strategic recommendations, messaging, marketing tactics, and a detailed promotional calendar.
  Timeline: 2026 Initiative

- Ensure brand consistency across all event collateral, including digital marketing, staging, merchandise, and onsite experiences.
  Timeline: 2026 Initiative

Memorable Events

New Event Concepts

1. **Hog Waddle Run at the Hog Waddle (March):** Bring back a fun, pastime tradition dating back to 1914 where area ranchers release their hogs down Sam Houston Street to kick off the popular Hog Waddle event. The city can work with 4H students from the high school. At the Fairgrounds, participants will enjoy a cook-off competition (multiple categories), a Texas reenactment, a folklorico dance show, an art exhibit and a concert with a big-name band.
   Timeline: Hog Waddle Run: March 13, 2026 | Hog Waddle Concert: March 14, 2026

2. **Monarch Festival (October):** Celebrate the annual monarch butterfly migration while showcasing San Benito's wetlands and commitment to environmental stewardship. The city can partner with *Monarch Watch* to purchase official butterfly tags and collaborate with the local school district to develop an educational program that teaches students and residents how to create and maintain butterfly-friendly habitats throughout the community.
   Timeline: October 2026

3. **Conjunto Heritage Week**: Partner on an annual "Conjunto Heritage Week" featuring live music, workshops, and family-friendly programming to celebrate local talent and history. "Home of Conjunto" designation by the state.
   Timeline: National Hispanic Heritage Week (September 2026)

Memorable Events

SAN BENITO
THE SOUL OF SOUTH TEXAS

Marketing & Promotion

- Develop an integrated event marketing plan that includes social media, digital advertising, press releases, and cross-promotion with local partners.
- Build a visual and narrative identity for each event that ties back to the overarching San Benito brand.
- Use video, photography, and storytelling to document and share the energy of each event online and through PR channels.
- Collaborate with local businesses and organizations to offer sponsorship opportunities and community engagement activities.

Memorable Events

SAN BENITO
THE SOUL OF SOUTH TEXAS

Measurement & Evaluation

- **Internal Adoption:** Percentage of staff trained and actively using branded event assets and templates.
- **Digital Engagement:** Growth in website traffic, social media reach, and event-related hashtag usage.
- **Public Relations Coverage:** Number of earned media placements, impressions, and tone/sentiment analysis.
- **Event Participation:** Attendance numbers, engagement levels, and post-event satisfaction surveys.
- **Community Pride & Awareness:** Feedback from pre- and post-event surveys, focus groups, and anecdotal input from attendees and partners.

III

ADDITIONAL OPPORTUNITIES

Additional Opportunities

SAN BENITO
THE SOUL OF SOUTH TEXAS

Strategy

To sustain the momentum of San Benito's new brand and strengthen its presence locally and regionally, the city will pursue strategic partnerships, cultural initiatives, and community-based activations that reinforce its identity as *The Soul of South Texas*.

This approach focuses on collaboration, creativity, and cultural storytelling, leveraging San Benito's deep musical heritage, environmental assets, and community pride to create year-round engagement opportunities and long-term visibility for the brand.

By investing in cultural partnerships, signature events, and grassroots engagement, San Benito can amplify its reputation as an authentic, vibrant, and forward-looking city that celebrates its roots while inviting future growth.

Objectives:

- Strengthen community partnerships that promote cultural preservation, tourism, and civic pride.
- Create new branded experiences that align with the city's refreshed visual identity and storytelling platform.
- Support community-driven outreach that deepens local engagement and expands San Benito's regional footprint.
- Increase visibility for San Benito across South Texas through collaboration, media coverage, and public participation.

Additional Opportunities

Strategic Initiatives

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Explore opportunities to digitize and modernize the Conjunto archives, expanding accessibility for younger generations and visitors.

Additional Opportunities

SAN BENITO
THE SOUL OF SOUTH TEXAS

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Expand San Benito's tourism and economic impact through signature branded events that align with the city's identity and appeal to regional and statewide audiences.

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Additional Opportunities

SAN BENITO
THE SOUL OF SOUTH TEXAS

3. MONARCH BUTTERFLY FESTIVAL

Objective:

Celebrate San Benito's connection to nature, education, and sustainability through a signature environmental event.

Strategy:

- Host the festival each October in partnership with local schools, environmental groups, and tourism organizations.
- Integrate interactive educational components such as butterfly garden plantings, children's art projects, and conservation workshops.
- Position the festival as both a local family event and a regional eco-tourism attraction.
- Incorporate branded merchandise, signage, and social content that align with the city's identity and "Soul of South Texas" narrative.

Additional Opportunities

SAN BENITO
THE SOUL OF SOUTH TEXAS

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Objective:

Build ongoing community engagement through localized, branded touchpoints that bring the city's identity directly to residents.

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- Develop a Grassroots Outreach Program that activates neighborhoods, schools, and civic groups with branded materials and participatory events. Samantha Guzman is a possible leader.
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Additional Opportunities

SAN BENITO
THE SOUL OF SOUTH TEXAS

Measurement & Evaluation

Success of these initiatives will be tracked through both quantitative and qualitative metrics, including:

- **Partnership Growth:** Number and quality of collaborations with local institutions and organizations.
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- **Community Engagement:** Volunteer participation, outreach event attendance, and social media engagement.
- **Cultural Impact:** Increased recognition of San Benito as a cultural and heritage destination across the region.

SAN BENITO

THANK YOU

theatkinsgroup

SAN BENITO

BRAND STORY

San Benito, proudly rooted in the heart of the Rio Grande Valley, is a city built on heritage, hard work, and the soulful sounds of Conjunto music. As the birthplace of musical legend Freddy Fender, San Benito celebrates its rich cultural rhythms, where the spirit of tradition echoes through every chord. The city's iconic resacas, winding waterways once vital to its agricultural roots, now serve as scenic landmarks and active water playgrounds, tying the past to a flourishing future. San Benito's growth is no accident—
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Full of authentic joy.
A soulful serenade that holds you close.
We are San Benito.

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Public Hearing on a Voluntary Annexation of a property located near the intersection of Pennsylvania Avenue and McCulloch Street bearing a Legal Description of: Being a tract containing 17.23 acres of land situated out of Block Number Thirty-Three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas. Applicant: Hugo Yanez.

RECOMMENDATION:
Public Hearing. No Action.

RATIONALE:
A Public Hearing Notice was published in the San Benito News on November 7, 2025. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

We have received the attached letter in response to this annexation request, indicating opposition to the annexation.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
200' Radius Map
Public Hearing Notice
Opposition Letter

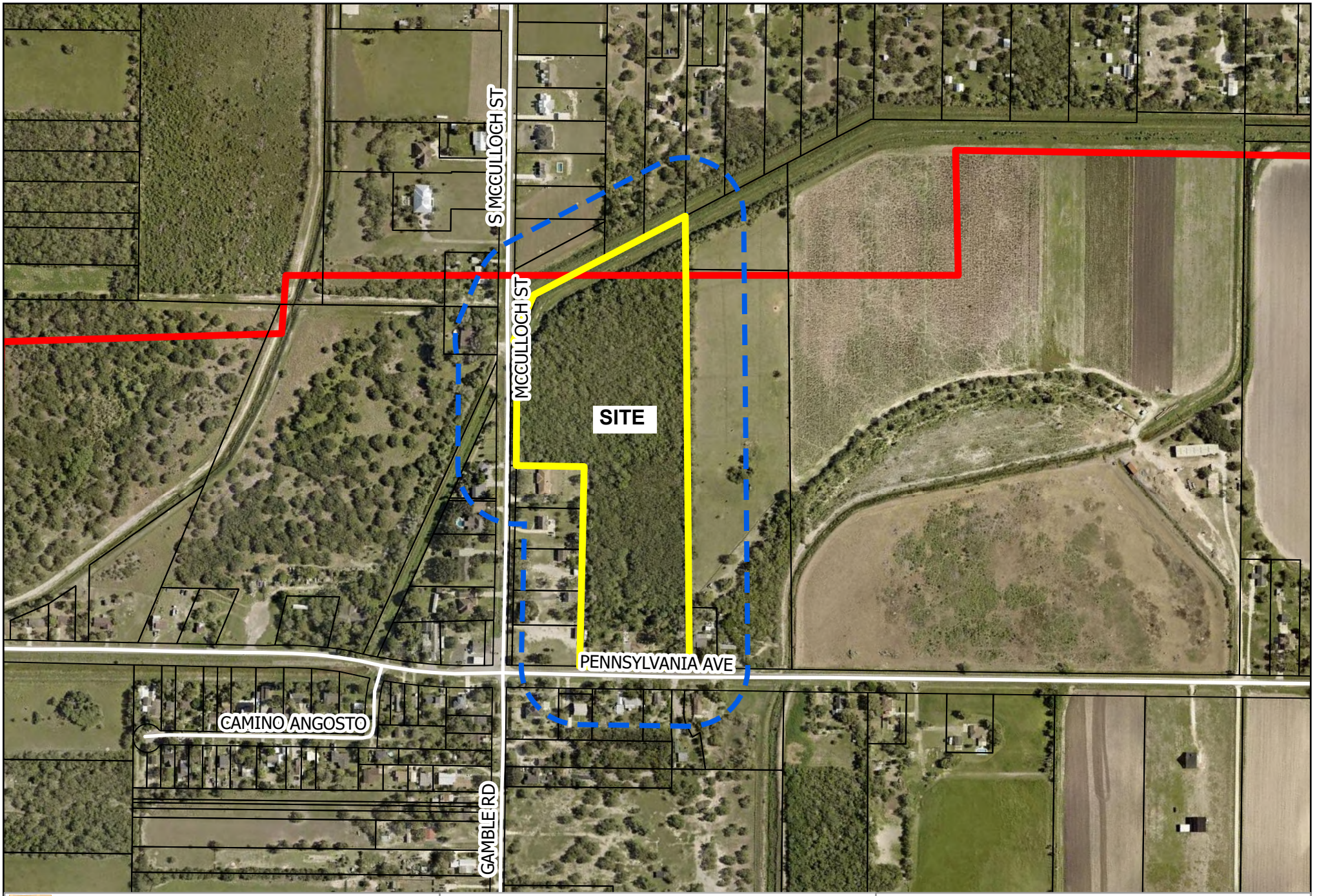
PREPARED BY: Monica L Rodriguez

Planning Manager

12/09/2025
Date

Fred R. Sandoval

Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City of San Benito and software developers assume no legal responsibility for the information on these maps.

Drawn by: KC

200' Radius Map
Palmares Estates Subdivision
Annexation

N

100 50 0 Miles

Legend

- PROPERTY LINES
- 200' RADIUS
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

CITY OF SAN BENITO
NOTICE OF PUBLIC HEARING

The City of San Benito Planning & Zoning Commission will conduct a Special Meeting to consider the following items in a Public Hearing on Thursday, November 20, 2025 at 5:30 p.m. In addition, the San Benito City Commission will consider the same items, in a Public Hearing on Tuesday, December 16, 2025, at 5:30 p.m. in the City San Benito Municipal Building (Cesar Gonzalez Meeting Hall) located at 401 N. Sam Houston Boulevard to receive comments on the following requests:

Voluntary Annexation:
Public Hearing: To solicit input regarding a voluntary annexation of a property near the intersection of Pennsylvania Ave. and McCulloch St. bearing a Legal Description of: Being a tract containing 17.23 acres of land situated out of Block Number Thirty-Three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas. Applicant: Hugo Yanez.

Rezones:
Public Hearing: To solicit input regarding request to rezone a property from AO "Agriculture and Open Space" to SF-1 "Single Family One" located near the intersection of Pennsylvania Ave. and McCulloch St. bearing a Legal Description: Being a tract containing 17.23 acres of land situated out of Block Number Thirty-three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas. Applicant: Hugo Yanez.

Public Hearing: To solicit input regarding request to rezone a property from LI "Light Industry" to C-2 "Commercial General Retail Business" located at FM 510 bearing a Legal Description: Being 9.00 acres of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, Texas. Applicant: James Michael Fox.

Public Hearing: To solicit input regarding request to rezone a property from SF-1 "Single Family One" to C-2 "Commercial General Retail Business" located at 449 Ratliff St. bearing a Legal Description: Being Lot 4, Block 1, Collins-Patty Subdivision, an Addition to the City of San Benito, Cameron County, Texas, according to Volume 7, Page 58, Map Records, Cameron County, Texas. Applicant: Zoila Reyes Rodenzo.

Public Hearing: To solicit input regarding a request to amend the PDD "Planned Development District", adopted on December 5, 2024, for the property located on Business 77 and Williams Rd, known as San Sebastian Subdivision, bearing a Legal Description of: A 47.350 acre tract of land, more or less, out of Lots 2, 7, 8, 9, 10, 15 and 16, Block 129, San Benito Land and Water Company Subdivision, as per Map or Plat thereof recorded in Volume 1, Page 6, Map Records, Cameron County, Texas. Applicant: Fabian Contreras.

Conditional Use Permit:
Public Hearing: To solicit input regarding request for a Conditional Use Permit to allow the sale of alcohol at a Convenience Store on a property located at 449 Ratliff St. zoned SF-1 "Single Family One", bearing a Legal Description of Being Lot 4, Block 1, Collins-Patty Subdivision, an Addition to the City of San Benito, Cameron County, Texas, according to Volume 7, Page 58, Map Records, Cameron County, Texas. Applicant: Zoila Reyes Rodenzo.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information, please call the Planning Department at (956) 361-3800 Ext. 405.

El publico esta invitado a atender y expresar su apoyo o oposicion para la solicitud. Si desea información en español, por favor de llamar al Departamento de Planificación de la ciudad de San Benito a (956) 361-3800 Ext. 405.

November 11, 2025

To the members of the Planning and Zoning Commission,

My name is Maria G. Ramirez-Rhea, and I am a resident near the area being considered for annexation and rezoning near Pennsylvania Avenue and McCulloch Street.

I am writing to express my opposition to this proposal respectfully. While I understand the city's interest in growth and development, not all growth benefits the community equally. Converting this open land into a residential subdivision would bring permanent changes that could harm the quality of life for the residents who already call this area home.

Many of us raise livestock and poultry. This is not only our livelihood but a way of life we are committed to continuing. This land allows us to sustain our families and maintain the rural character that defines our community.

This area is peaceful, safe, and one of the few remaining places where families can enjoy open skies, quiet evenings, and a sense of space. Large-scale development would increase traffic, noise, drainage problems, and the risk of flooding while also likely raising property taxes for long-time residents. Once these changes occur, they cannot be undone.

I urge the Commission to carefully consider the long-term effects this proposal would have on our community—not just for future development, but for the people who have already invested their lives here. True growth should enhance our community's quality of life, not diminish the values and traditions that make San Benito feel like home.

Thank you for your time and for considering the voices of the residents who deeply care about preserving the character and integrity of this community.

Sincerely,

[redacted]

Maria G. Ramirez-Rhea
[redacted] Pennsylvania Avenue

RECEIVED
BY: LH DATE: NOV 12 2025

December 16, 2025

EXECUTIVE SUMMARY

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RECOMMENDATION:
Public Hearing. No Action

RATIONALE:
A Public Hearing Notice was published in the San Benito News on November 7, 2025. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

BUDGET IMPACT:
N/A

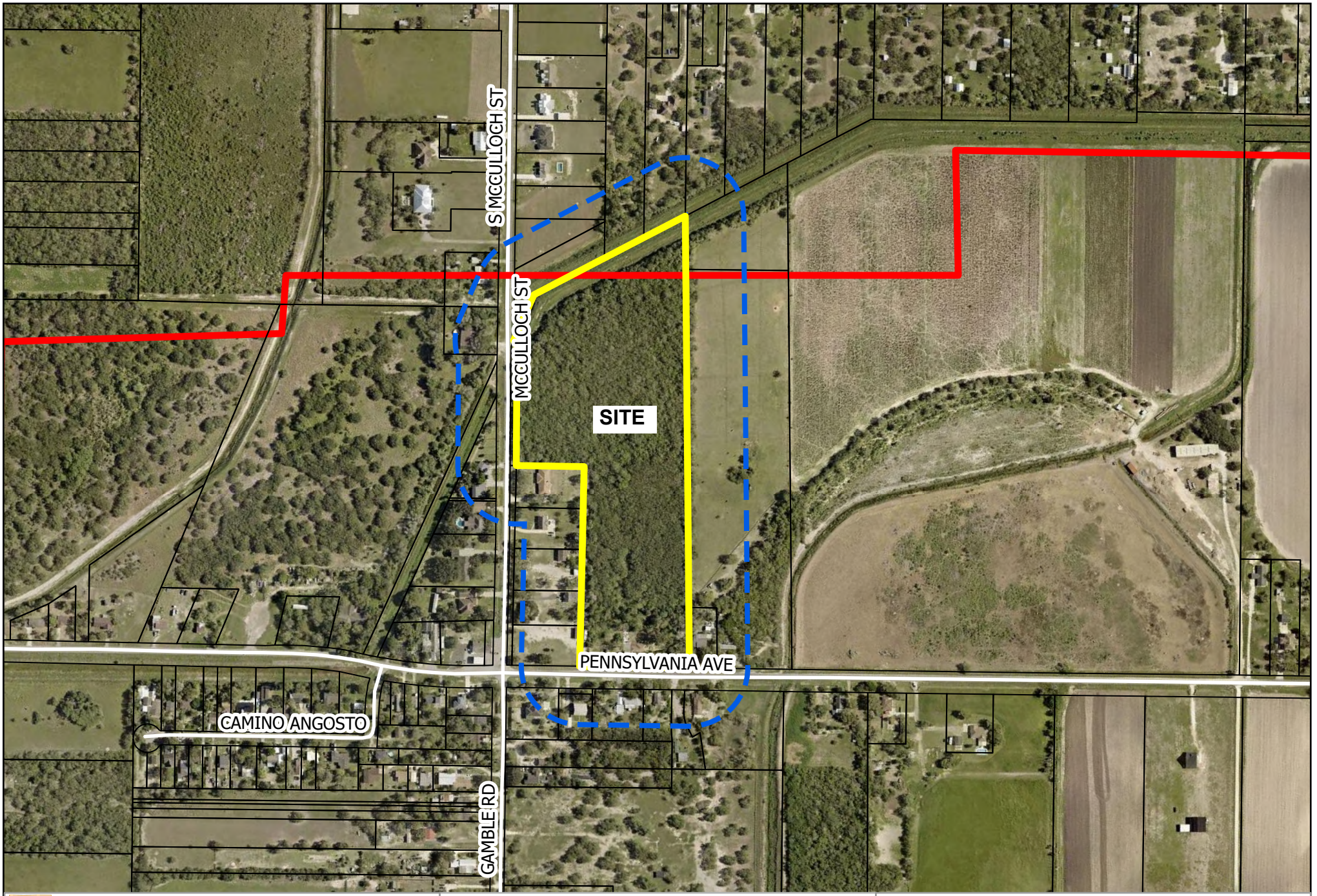
RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: 200 Foot Radius Map
Public Hearing Notice

PREPARED BY: Monica L Rodriguez

_____ 12/09/2025
Planning Manager Date

Fred R. Sandoval
Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

200' Radius Map
Palmares Estates Subdivision
Rezone from AO to SF-1

N

100 50 0 Miles

Legend

- PROPERTY LINES
- 200' RADIUS
- CCAD_COSB_PARCELS
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PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

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Public Hearing: To solicit input regarding a voluntary annexation of a property near the intersection of Pennsylvania Ave. and McCulloch St. bearing a Legal Description of: Being a tract containing 17.23 acres of land situated out of Block Number Thirty-Three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas. Applicant: Hugo Yanez.

Rezones:
Public Hearing: To solicit input regarding request to rezone a property from AO "Agriculture and Open Space" to SF-1 "Single Family One" located near the intersection of Pennsylvania Ave. and McCulloch St. bearing a Legal Description: Being a tract containing 17.23 acres of land situated out of Block Number Thirty-three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas. Applicant: Hugo Yanez.

Public Hearing: To solicit input regarding request to rezone a property from LI "Light Industry" to C-2 "Commercial General Retail Business" located at FM 510 bearing a Legal Description: Being 9.00 acres of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, Texas. Applicant: James Michael Fox.

Public Hearing: To solicit input regarding request to rezone a property from SF-1 "Single Family One" to C-2 "Commercial General Retail Business" located at 449 Ratliff St. bearing a Legal Description: Being Lot 4, Block 1, Collins-Patty Subdivision, an Addition to the City of San Benito, Cameron County, Texas, according to Volume 7, Page 58, Map Records, Cameron County, Texas. Applicant: Zoila Reyes Rodenzo.

Public Hearing: To solicit input regarding a request to amend the PDD "Planned Development District", adopted on December 5, 2024, for the property located on Business 77 and Williams Rd, known as San Sebastian Subdivision, bearing a Legal Description of: A 47.350 acre tract of land, more or less, out of Lots 2, 7, 8, 9, 10, 15 and 16, Block 129, San Benito Land and Water Company Subdivision, as per Map or Plat thereof recorded in Volume 1, Page 6, Map Records, Cameron County, Texas. Applicant: Fabian Contreras.

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December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Public Hearing on a request to rezone a property located at FM 510 bearing a Legal Description: Being 9.00 acres of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: James Michael Fox.

RECOMMENDATION:
Public Hearing. No Action.

RATIONALE:
A Public Hearing Notice was published in the San Benito News on November 7, 2025. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: 200 Foot Radius Map
Public Hearing Notice

PREPARED BY: Monica L Rodriguez

_____ 12/09/2025
Planning Manager Date

Fred R. Sandoval
Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

200' Radius Map
FM 510
Rezone from LI to C-2

N

100 50 0 Miles

Legend

- PROPERTY LINES
- 200' RADIUS
- COSB_CITY_LIMITS_243
- STREETS

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

CITY OF SAN BENITO
NOTICE OF PUBLIC HEARING

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Conditional Use Permit:
Public Hearing: To solicit input regarding request for a Conditional Use Permit to allow the sale of alcohol at a Convenience Store on a property located at 449 Ratliff St. zoned SF-1 "Single Family One", bearing a Legal Description of Being Lot 4, Block 1, Collins-Patty Subdivision, an Addition to the City of San Benito, Cameron County, Texas, according to Volume 7, Page 58, Map Records, Cameron County, Texas. Applicant: Zoila Reyes Rodenzo.

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December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
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RECOMMENDATION:
Public Hearing. No Action.

RATIONALE:
A Public Hearing Notice was published in the San Benito News on November 7, 2025. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

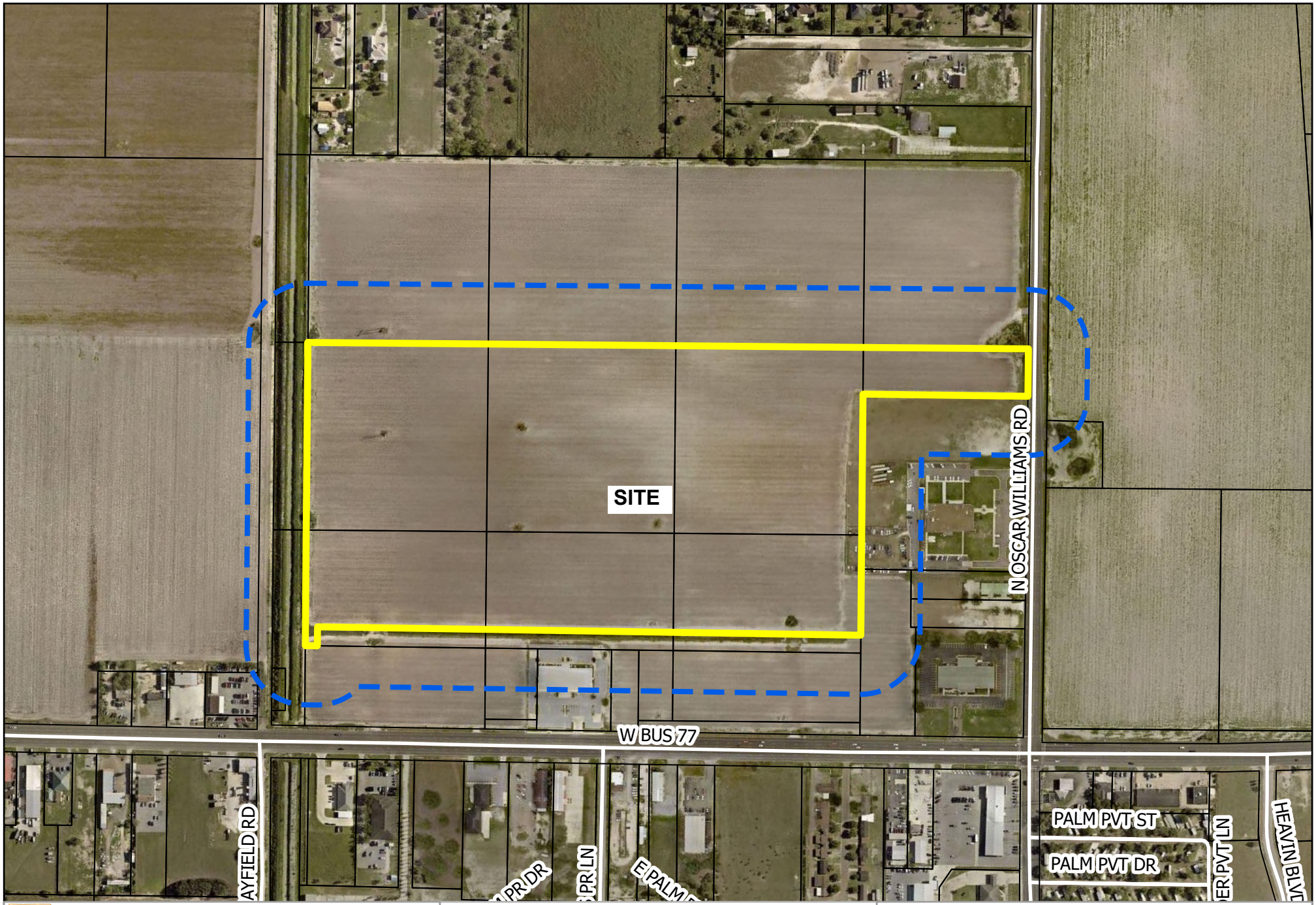
EXHIBITS: 200 Foot Radius Map
Public Hearing Notice

PREPARED BY: Monica L Rodriguez

Planning Manager

12/09/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

200' Radius Map
San Sebastian Subdivision
Amend PDD "Planned Development District"

100 50 0 Miles

N

Legend

- PROPERTY LINES
- 200' RADIUS
- CCAD_COSB_PARCELS
- STREETS

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

CITY OF SAN BENITO
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Public Hearing: To solicit input regarding request to rezone a property from SF-1 "Single Family One" to C-2 "Commercial General Retail Business" located at 449 Ratliff St. bearing a Legal Description: Being Lot 4, Block 1, Collins-Patty Subdivision, an Addition to the City of San Benito, Cameron County, Texas, according to Volume 7, Page 58, Map Records, Cameron County, Texas. Applicant: Zoila Reyes Rodenzo.

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December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
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RECOMMENDATION:
Public Hearing. No Action.

RATIONALE:
A Public Hearing Notice was published in the San Benito News on November 7, 2025. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

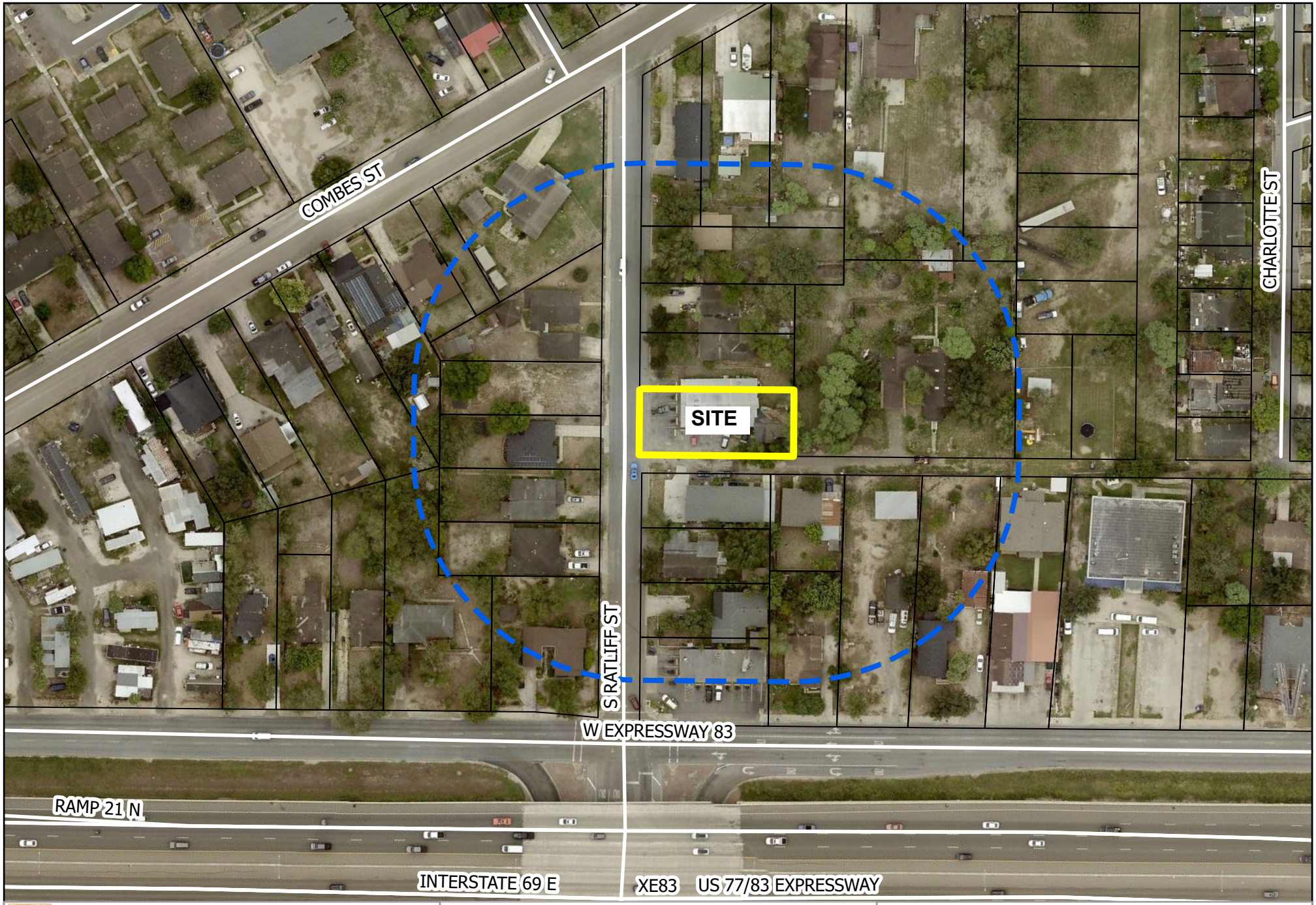
EXHIBITS: 200 Foot Radius Map
Public Hearing Notice

PREPARED BY: Monica L Rodriguez

Planning Manager

12/09/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

200' Radius Map
449 Ratliff St
Rezone from SF-1 to C-2

N

100 50 0 Miles

Legend

- PROPERTY LINES
- 200' RADIUS
- CCAD_COSB_PARCELS
- STREETS

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

CITY OF SAN BENITO
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December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Public Hearing on a request for a Conditional Use Permit to allow the sale of alcohol at a Convenience Store on a property located at 449 Ratliff Street zoned SF-1 "Single Family One", bearing a Legal Description of Being Lot 4, Block 1, Collins-Patty Subdivision, an Addition to the City of San Benito, Cameron County, Texas, according to Volume 7, Page 58, Map Records, Cameron County, Texas. Applicant: Zoila Reyes Rodenzo.

RECOMMENDATION:
Public Hearing. No Action.

RATIONALE:
A Public Hearing Notice was published in the San Benito News on November 7, 2025. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

BUDGET IMPACT:
N/A

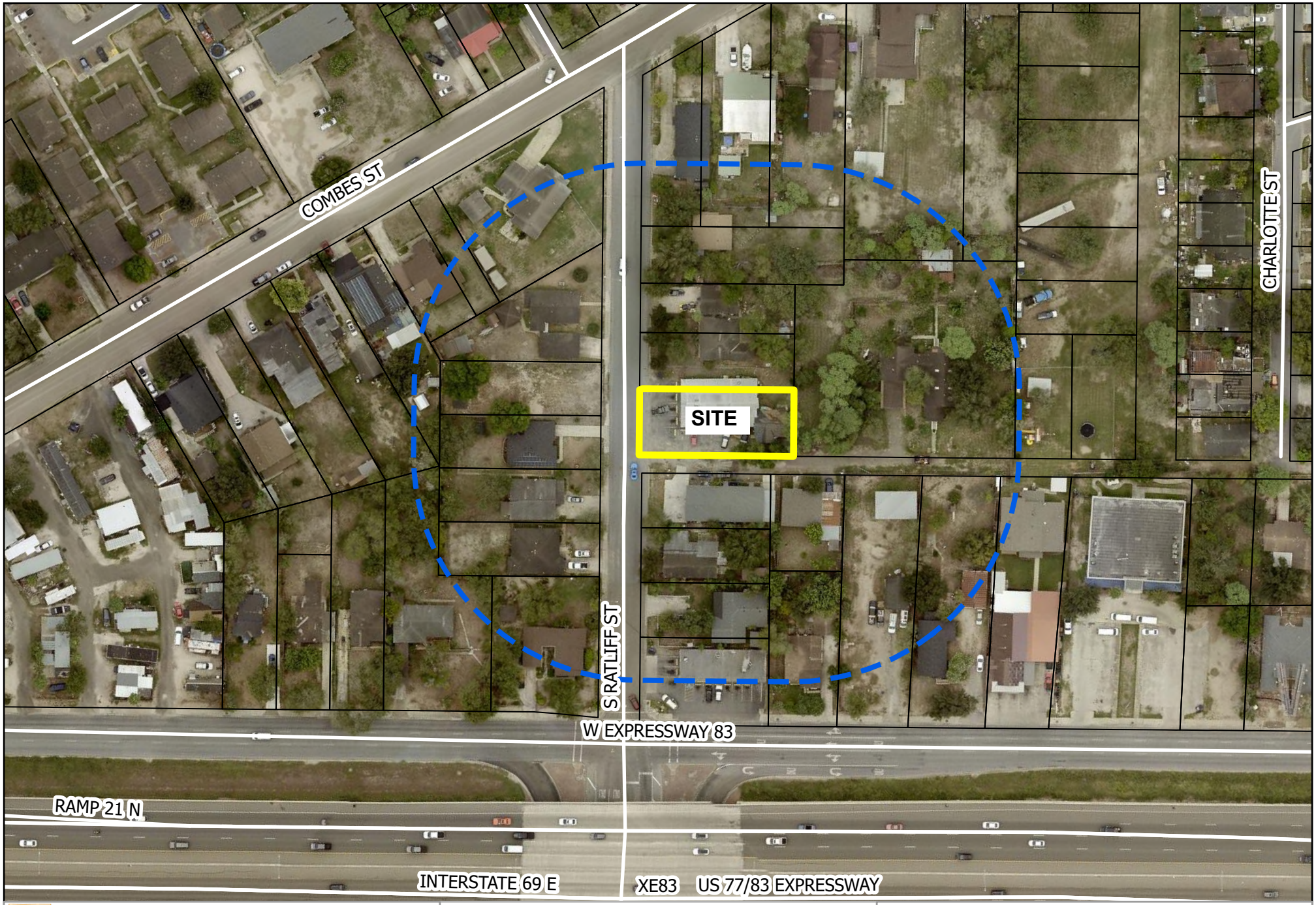
RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: 200 Foot Radius Map
Public Hearing Notice

PREPARED BY: Monica L Rodriguez

Planning Manager — 12/09/2025 Date

Fred R. Sandoval
Fred Sandoval
City Manager



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Drawn by: KC

200' Radius Map
449 Ratliff St
Conditional Use Permit (Alcohol)

N

100 50 0 Miles

Legend

- PROPERTY LINES
- 200' RADIUS
- CCAD_COSB_PARCELS
- STREETS

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December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Public Hearing on a request for a Voluntary De-annexation of approximately 1.420 gross acres (1.25 net acres) located at 29376 Resaca Drive, further described in the metes and bounds survey recorded for Lot 2, JO C. Elstner's Horse Shoe Subdivision as recorded in Volume 8, Page 71, Map Records, Cameron County, Texas. Applicant: John L. Claudio (applicant memorandum dated October 23, 2025 on record). A portion of the property lies within San Benito's corporate limits, and a portion lies in the City's ETJ, as depicted in the City-prepared location and 200-foot radius map.

RECOMMENDATION:
Public Hearing. No Action.

RATIONALE:
A Public Hearing Notice was published in the San Benito News on November 28, 2025. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: 200 Foot Radius Map
Public Hearing Notice

PREPARED BY: Monica L Rodriguez

Planning Manager

12/09/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager



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Drawn by: KC

200' Radius Map
29376 Resaca Dr.
Voluntary De-Annexation

100 50 0 Miles

N

Legend

- PROPERTY LINES
- 200' RADIUS
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

CITY OF SAN BENITO
NOTICE OF PUBLIC HEARING

The City of San Benito City Commission will conduct a Regular Meeting to consider the following item in a Public Hearing on Tuesday, December 16, 2025, at 5:30 p.m. in the City San Benito Municipal Building (Cesar Gonzalez Meeting Hall) located at 401 N. Sam Houston Boulevard to receive comments on the following request:

Voluntary De-Annexation:

Notice of a Public Hearing: To consider the Voluntary De-annexation of approximately 1.420 gross acres (1.25 net acres) located at 29376 Resaca Drive, further described in the metes and bounds survey recorded for Lot 2, JO C. Elstner's Horse Shoe Subdivision as recorded in Volume 8, Page 71, Map Records, Cameron County, Texas. Applicant: John L. Claudio (applicant memorandum dated October 23, 2025 on record).

A portion of the property lies within San Benito's corporate limits, and a portion lies in the City's ETJ, as depicted in the City-prepared location and 200-foot radius map.

All interested persons are invited to attend and be heard. Public Comments may be submitted prior to 5:15 p.m. to the City Secretary.

Se invita a todas las personas interesadas a asistir y ser escuchadas. Los comentarios públicos pueden ser enviados a la Secretaria de la Ciudad antes de las 5:15 p.m.

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Public Hearing on a request to rezone a property located at 25961 FM 510 bearing a Legal Description of: Being 1.00 acre of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Raymond M. Garcia & Alicia C. Garcia.

RECOMMENDATION:
Public Hearing. No Action.

RATIONALE:
A Public Hearing Notice was published in the San Benito News on November 28, 2025. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

BUDGET IMPACT:
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RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

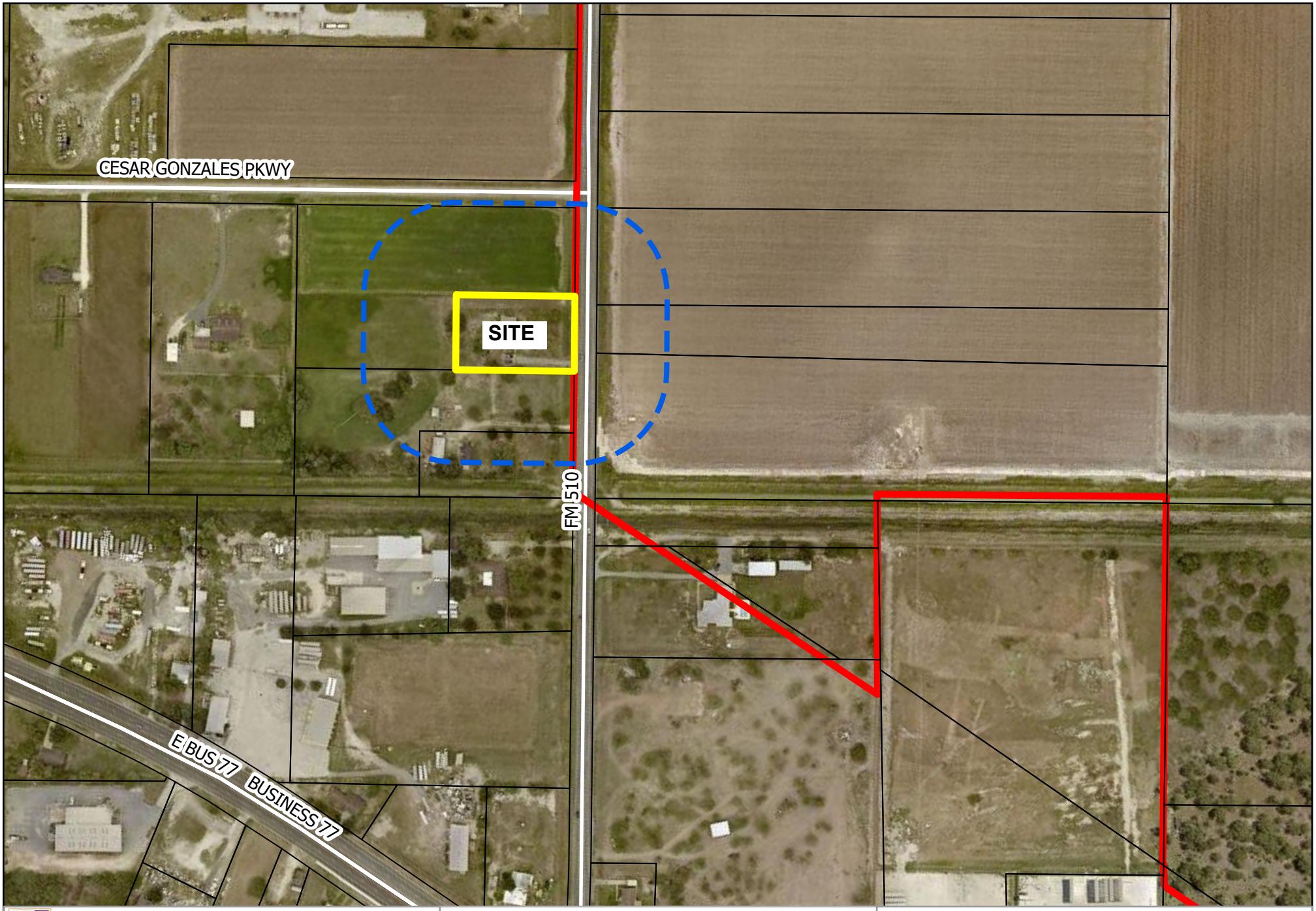
EXHIBITS: 200' Radius Map
Public Hearing Notice

PREPARED BY: Monica L. Rodriguez

Planning Manager

12/09/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City of San Benito and software developers assume no legal responsibility for the information on these maps.

Drawn by: KC

200' Radius Map
25961 FM 510
Rezone from LI to C-2

100 50 0 Miles

N

Legend

- PROPERTY LINES
- 200' RADIUS
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

CITY OF SAN BENITO
NOTICE OF PUBLIC HEARING

The City of San Benito Planning & Zoning Commission will conduct a Special Meeting to consider the following item in a Public Hearing on Thursday, December 11, 2025 at 5:30 pm. In addition, the San Benito City Commission will consider the same item, in a Public Hearing on Tuesday, December 16, 2025, at 5:30 pm in the City San Benito Municipal Building (Cesar Gonzalez Meeting Hall) located at 401 N. Sam Houston Boulevard to receive comments on the following request:

Rezone:

Public Hearing: To solicit input regarding a request to rezone a property located at 25961 FM 510 bearing a Legal Description of: Being 1.00 acre of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, Texas and further being that same property recorded in Volume 629, Page 9, of the Deed Records, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Raymond M. Garcia & Alicia C. Garcia.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information, please call the Planning Department at (956) 361-3800 Ext. 405.

El publico esta invitado a atender y expresar su apoyo o oposicion para la solicitud. Si desea información en español, por favor de llamar al Departamento de Planificación de la ciudad de San Benito a (956) 361-3800 Ext. 405.

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the Preliminary and Final Plat of Camino Seven Subdivision, located on West Business 77, bearing a legal description of: Being 7.13-acres of land consisting of 3.52-acres out of Lot 6, and 3.61-acres out of Lot 5, of the Resaca Front Subdivision, as recorded in Volume 2, Page 21, of the Map Records of Cameron County, Texas. Applicant: AP Growth Properties, LP.

RECOMMENDATION:
The Planning and Zoning Board recommends approval.

RATIONALE:
The proposed (4) Lot Commercial Subdivision lies inside city limits on Business 77, West of Camino Boulevard. Water and Sewer is provided by the City of San Benito and will be serviced by a 6-inch sanitary sewer line and an 8-inch water line. The preliminary and final plat comply with all applicable city ordinances and state statutes.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
Location Map
Preliminary Plat-Camino Seven
Final Plat-Camino Seven

PREPARED BY: Monica L Rodriguez

Planning Manager

12/09/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Location Map
Camino Seven Subdivision
Preliminary & Final Plat

N

100 50 0 Miles

Legend

PROPERTY LINES
STREETS

METES AND BOUNDS DESCRIPTION

BEING 7.13 ACRES OF LAND CONSISTING OF 3.52 ACRES OUT OF LOT SIX (6), AND 3.61 ACRES OUT OF LOT FIVE (5), OF THE RESACA FRONT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 21 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS; SAID 7.13 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE COMMON LINE OF THE SAN BENITO PLAZA II SUBDIVISION, AS RECORDED IN CABINET 1, SLOT 4598 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS, AND OF THE CANDLESTICK PARK SUBDIVISION, AS RECORDED IN CABINET 1, SLOT 52–A OF THE MAP RECORDS CAMERON COUNTY, TEXAS; BEING THE NORTHWEST CORNER OF SAID LOT 6;

THENCE, ALONG THE COMMON LINE OF SAID SAN BENITO PLAZA II SUBDIVISION AND OF SAID CANDLESTICK PARK SUBDIVISION, BEING ALSO THE NORTH LINE OF SAID LOT 6, SOUTH 59 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 52.00 FEET TO A ½ INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID SAN BENITO PLAZA II SUBDIVISION, AND FOR THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID CANDLESTICK PARK SUBDIVISION AND A SOUTH LINE OF EL CAMINO REAL SUBDIVISION, AS RECORDED IN CABINET 1, SLOT 1618–B OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS, AND THE NORTH LINE OF SAID LOT 6 AND OF THE AFOREMENTIONED LOT 5, SOUTH 59 DEGREES 23 MINUTES 00 SECONDS EAST (MAP, SOUTH 59 DEGREES 17 MINUTES 00 SECONDS EAST), A DISTANCE OF 535.01 FEET TO AN "X" MARK ON CONCRETE SET FOR THE NORTHWEST CORNER OF A CERTAIN 5.16 ACRE TRACT RECORDED IN VOLUME 874B, PAGE 171 OF THE OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS, AN THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE SOUTH LINE OF SAID EL CAMINO REAL SUBDIVISION AND THE NORTH LINE OF SAID LOT 5, SOUTH 30 DEGREES 43 MINUTES 00 SECONDS WEST, ALONG A WEST LINE OF SAID 5.16 ACRE TRACT, A DISTANCE OF 280.93 FEET (DEED, 280.00 FEET), TO A SPINDLE SET FOR AN INTERIOR CORNER OF SAID 5.16 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTH LINE OF SAID 5.16 ACRE TRACT, NORTH 59 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 9.21 FEET TO A SPINDLE SET FOR AN INTERIOR CORNER OF SAID 5.16 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG A WEST LINE OF SAID 5.16 ACRE TRACT, SOUTH 30 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 360.00 FEET TO A ½ INCH IRON ROD SET ON THE NORTH RIGHT OF WAY LINE OF U.S. BUSINESS 77 (120.00 FEET OF RIGHT OF WAY), FOR THE SOUTHWEST CORNER OF SAID 5.16 ACRE TRACT, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTH RIGHT OF WAY LINE OF SAID U.S. BUSINESS 77, NORTH 59 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 224.35 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE HUTTON SAN BENITO NUMBER ONE (1) SUBDIVISION, AS RECORDED IN CABINET 1, SLOT 3140 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS, AND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTH RIGHT OF WAY LINE OF SAID U.S. BUSINESS 77, NORTH 30 DEGREES 43 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, AT A DISTANCE OF 2.05 FEET PASSING AN "X" MARK ON CONCRETE FOUND FOR REFERENCE, AND CONTINUING IN ALL A TOTAL DISTANCE OF 178.85 FEET TO AN "X" MARK ON CONCRETE FOUND FOR THE NORTHEAST CORNER OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, AND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTH LINE OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, NORTH 59 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 115.00 FEET TO AN "X" MARK ON CONCRETE FOUND FOR THE NORTHWEST CORNER OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, AND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

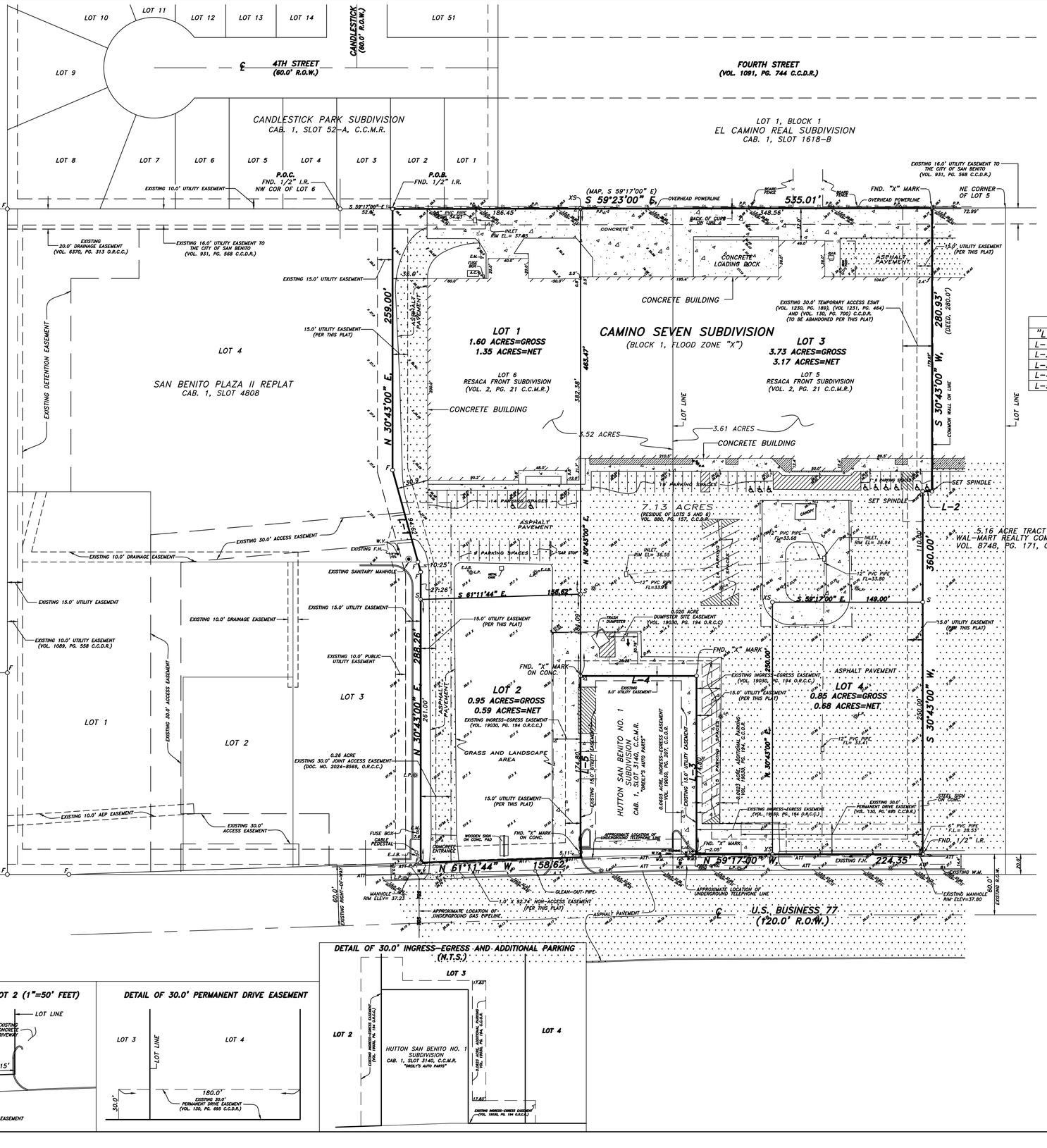
THENCE, ALONG THE WEST LINE OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, SOUTH 30 DEGREES 43 MINUTES 00 SECONDS WEST, AT A DISTANCE OF 174.80 FEET PASSING AN "X" MARK ON CONCRETE FOUND FOR REFERENCE, AND CONTINUING IN ALL A TOTAL DISTANCE OF 179.91 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED U.S. BUSINESS 77, FOR THE SOUTHWEST CORNER OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, AND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTH RIGHT OF WAY LINE OF SAID U.S. BUSINESS 77, NORTH 61 DEGREES 11 MINUTES 44 SECONDS WEST, A DISTANCE OF 158.62 FEET TO A ½ INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE AFOREMENTIONED SAN BENITO PLAZA II SUBDIVISION, AND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTH RIGHT OF WAY LINE OF SAID U.S. BUSINESS 77, NORTH 30 DEGREES 43 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID 288.26 FEET TO A ½ INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE, CONTINUING ALONG AN EAST LINE OF SAID SAN BENITO PLAZA II SUBDIVISION, NORTH 15 DEGREES 16 MINUTES 43 SECONDS EAST, A DISTANCE OF 104.87 FEET TO A ½ INCH IRON SET FOR AN ANGLE POINT;

THENCE, CONTINUING ALONG AN EAST LINE OF SAID SAN BENITO PLAZA II SUBDIVISION, NORTH 30 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 259.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.13 ACRES OF LAND.

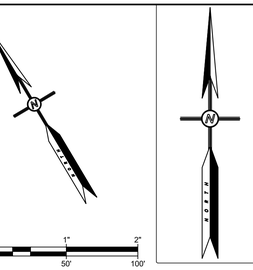


LEGEND

ASPH.	ASPHALT	FND.	FOUND
A/C	AIR CONDITION	G.M.	GAS METER
ELEC.	ELECTRIC	W.M.	WATER METER
BLK	BLOCK	L.P.	LIGHT POST
℄	CENTERLINE	MON.	MONUMENT
CONC.	CONCRETE	P.P.	POWER POLE
E.M.	ELECTRIC METER	R.O.W.	RIGHT–OF–WAY
ESMT.	EASEMENT	TEL.	TELEPHONE PEDESTAL
E.J.B.	ELECTRIC JUNCTION BOX	TSM	TRAFFIC SIGN
F.H.	FIRE HYDRANT	W.M.	WATER METER
S–M.H.	STORM–MANHOLE	W.S.	WATER SERVICE
S.S.–M.H.	SANITARY–SEWER MANHOLE	WT–O	TX DOT TRAFFIC
○ S	SET 1/2" IRON ROD	W.V.	WATER VALVE
○ F	FND 1/2" IRON ROD	T.O.C.	TOP W/ CURB
TBM	TEMPORARY BENCHMARK	○ XS	"X" MARK SET
	OVERHEAD POWERLINE	FDC	FOR DEPARTMENT CONNECTIONS
	SEWERLINE	TCG	TEXAS GAS LINE
	WATERLINE	NSW	NAIL–SET WITH WASHER
O.R.C.C.	OFFICIAL RECORDS CAMERON COUNTY	GUTT.	GUTTER
C.C.D.R.	CAMERON COUNTY DEED RECORDS	C.O.P.	CLEAN OUT PIPE

LINE DATA TABLE:

"L"	BEARING	DISTANCE
L–1	N 15°16'43" E	104.87'
L–2	N 59°17'00" W	9.21'
L–3	N 30°43'00" E	176.85'
L–4	N 59°17'00" W	115.00'
L–5	S 30°43'00" W	179.91'



VICINITY MAP SCALE 1"=2000'

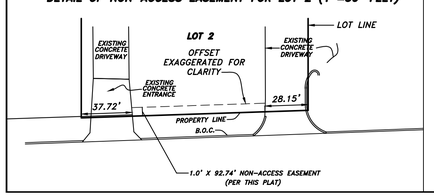
BENCHMARK INFORMATION
DESCRIBED BY NATIONAL GEODETIC SURVEY 1981
5.7 KM (3.5 MI) SE FROM HARLINGEN.
1.9 KM (1.2 MI) SOUTHEAST ALONG COMMERCE STREET FROM THE CITY HALL AND TYLER AVENUE IN HARLINGEN, THENCE 1.8 KM (1.15 MI) SOUTHEAST ALONG BUSINESS U.S. HIGHWAY 77 SOUTH AT A SIGN (THE PATIO SPECIALITY SHOP) SOUTHWEST OF THE HIGHWAY, SET AT THE NORTHEAST END OF THE BRICKWORK AROUND THE 2 POLE STRUCTURE SIGN, 19.5 METERS (64.0 FT) SOUTHWEST OF THE CENTER OF THE HIGHWAY, 25.4 METERS (73.0 FT) NORTHWEST OF THE SOUTHEAST ENTRANCE TO THE SPECIALITY SHOP, 21.3 METERS (70.0 FT) SOUTHEAST OF THE NORTHWEST ENTRANCE TO THE SHOP, 5.5 METERS (1.5 FT) WEST NORTHWEST OF A TELEPHONE POLE, AND 6.7 METERS (22.0 FT) NORTHWEST OF THE SOUTHWEST CURB OF THE HIGHWAY. NOTE, ROD WAS ANCHORED AT THIS DEPTH. THE MARK IS 0.46 METERS NE FROM A WITNESS POST. THE MARK IS 0.3 M ABOVE HIGHWAY.

ELEVATION: 38.89 (NAVD 88)
STAMPING (PID): AB1183

DEVELOPER'S INFORMATION:
AP GROWTH PROPERTIES, LP
6500 MONTANA AVE, EL PASO TX 79925
915–342–1224

NOTES:
1. THIS SUBDIVISION LIES WITHIN THE CITY LIMITS OF SAN BENITO.
2. PROPERTY IS ZONED C–2 (COMMERCIAL GENERAL RETAIL BUSINESS).
3. BUILDING YARD SETBACKS:
   FRONT– 25.0' OR UTILITY EASEMENT, WHICHEVER IS GREATER
   SIDE–5.0' OR UTILITY EASEMENT, WHICHEVER IS GREATER
   REAR–5.0' OR UTILITY EASEMENT, WHICHEVER IS GREATER
4. THIS SUBDIVISION LIES WITHIN FLOOD ZONE "X", ACCORDING TO FIRM COMMUNITY PANEL NUMBER 48061C0227D, REVISED ON FEBRUARY 16, 2018.
5. THE WATER PURVEYOR IS THE CITY OF SAN BENITO.
6. THE SANITARY SEWER PURVEYOR IS THE CITY OF SAN BENITO.
7. ALL BEARINGS ARE BASED ON THE MAP OF RESACA FRONT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 21 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS
8. CONSTRUCTION AND INSTALLATION OF WATER LINES ARE THE RESPONSIBILITY OF THE DEVELOPER/OWNER AT THEIR COST.
9. CONSTRUCTION AND INSTALLATION OF SANITARY SEWER LINES ARE THE RESPONSIBILITY OF THE DEVELOPER/OWNER AT THEIR COST.
10. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL OF A DRAINAGE REPORT BY THE CAMERON COUNTY DRAINAGE DISTRICT NO. 3, AS MAY BE APPLICABLE PURSUANT TO TEXAS WATER CODE 49.211, AND ANY APPLICABLE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.
11. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL BY THE CAMERON COUNTY IRRIGATION DISTRICT NO. 2 AS MAY BE APPLICABLE IN ACCORDANCE WITH STATE LAW AND THE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.
12. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE NATURAL GROUND OR AT AN ELEVATION DETERMINED BY THE CITY OF SAN BENITO.
13. ALL CONSTRUCTION AND RELATED ACTIVITIES REQUIRES APPROVAL BY THE CITY IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES.
14. AN ON–SITE DETENTION POND WILL BE REQUIRED AT THE TIME OF CONSTRUCTION IF PROPOSED IMPROVEMENTS DO NOT OTHERWISE COMPLY WITH THE REQUIREMENTS FOR USAGE OF THE EXISTING WATER DRAINAGE SYSTEM AS SET FORTH IN SECTION 1.02(A) THE STORM WATER MANAGEMENT EXHIBIT TO CITY ORDINANCE NUMBER 2103–5 DATED MARCH 15, 2022.
15. FIRE HYDRANTS WILL BE REQUIRED AS PER CITY OF SAN BENITO CODE OF ORDINANCES. (IF NEEDED)
16. PUBLIC SIDEWALKS ARE REQUIRED IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES.

DETAIL OF NON–ACCESS EASEMENT FOR LOT 2 (1"=50' FEET)



DETAIL OF 30.0' PERMANENT DRIVE EASEMENT

DETAIL OF 30.0' INGRESS–EGRESS AND ADDITIONAL PARKING (N.T.S.)

4–COMMERCIAL LOTS

PRELIMINARY PLAT OF
CAMINO SEVEN SUBDIVISION
BEING 7.13 ACRES OF LAND CONSISTING OF 3.52 ACRES OUT OF LOT SIX (6), AND 3.61 ACRES OUT OF LOT FIVE (5), OF THE RESACA FRONT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 21 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.

COPYRIGHT 2025 – FIRM NO. 10117600

RIOS SURVEYING, L.L.C.
221 S. WILLIAMS ROAD
SAN BENITO, TEXAS 78586
PHONE (956) 361–9179 / 1853
RIOS_SURVEYING@SBCGLOBAL.NET

Date: 10–15–2025 Job No.: 2025–0471
Scale: 1"=50' DRAWN BY: MICHAEL

OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF EL PASO

We, AP GROWTH PROPERTIES, LP, referred to as owner's of the tract of land described in the above and foregoing map of CAMINO SEVEN SUBDIVISION, do hereby make and establish said subdivision of said property according to all linas, dedications, restrictions and nofations on said map or plat and hereby dedicate to the use of public forever, all streets and easements as shown hereon for the purposes and considerations thereon expressed and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to land so dedicated. Witness my hand in the City of _____, County of _____, this _____th day of _____, 20__.

_____
SCOTT WALKER (GENERAL PARTNER)

STATE OF TEXAS

COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared, SCOTT WALKER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office this ____ day of _____, 20__.

_____
Notary Public, in and for the State of Texas

My Commission
Expires:_____

Printed Name:_____

DEVELOPER/OWNER CERTIFICATION

STATE OF TEXAS
COUNTY OF EL PASO

THE UNDERSIGNED DEVELOPER, AN OWNER OF A TRACT OF LAND IN THE COUNTY WHICH HAS BEEN DIVIDED INTO COMMERCIAL LOTS OF FIVE (5) ACRES OF LESS EACH, HEREBY CERTIFIES AS FOLLOWS:

WATER SHALL BE FULLY OPERABLE BY FEBRUARY 28, 2026
SEWER SHALL BE FULLY OPERABLE BY FEBRUARY 28, 2026

EXECUTED THIS _____DAY OF _____, 20__.

_____
SCOTT WALKER (GENERAL PARTNER)

STATE OF TEXAS

COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared, SCOTT WALKER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office this ____ day of _____, 20__.

_____
Notary Public, in and for the State of Texas

My Commission
Expires:_____

Printed Name:_____

ENGINEER CERTIFICATION

STATE OF TEXAS
COUNTY OF CAMERON

THE UNDERSIGNED ENGINEER WHO IS DULY REGISTERED TO PRACTICE IN THE STATE OF TEXAS, HEREBY CERTIFIES AS FOLLOWS:

THE WATER AND SEWER FACILITIES ARE HEREINABOVE DESCRIBED BY THE DEVELOPER ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER V.T.C.A., WATER CODE 16.343 AND COMPLY IN ALL RESPECTS WITH STATE, COUNTY AND MUNICIPAL LAW.

EXECUTED THIS _____ DAY OF _____, 20__.

_____
ANDY VIGSTOL, PE, SIT

STATE OF TEXAS

COUNTY OF CAMERON

Before me, the undersigned authority, on this day personally appeared, ANDY VIGSTOL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office this ____ day of _____, 20__.

_____
Notary Public, in and for the State of Texas

My Commission
Expires:_____

Printed Name:_____

IRRIGATION DISTRICT APPROVAL

STATE OF TEXAS
COUNTY OF CAMERON

Cameron County Irrigation District Number Two, has considered and approved this plat subject to notice that irrigation water will be provided only to district designated outlets, and any additions or changes must meet with approval from district and be at owner's expense, and that no structure (including without limitation, fences and buildings) shall be constructed or erected on any Irrigation Right-Of-Way or Irrigation Easement of the district. No consideration is given to any other matters; Any failure to record this plat in the office of the County Clerk of Cameron County within one year after this date shall cause this approval to be null and void.

Dated this _____ day of _____, 20__

General Manager:_____

DRAINAGE DISTRICT ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF CAMERON

Cameron County Drainage District Number Three (3), hereby approves this subdivision on the condition that the District does not warrant the adequacy of its drainage system in case of heavy rainfall, and that it will not be called upon by present or future owners of any lot or lots in this subdivision, to correct any drainage or flooding problems on any of the lots in said subdivision Approval is given only as it relates to and may affect the facilities of the district: no consideration is given to any other matters. Any failures to record this plat in the office of the County Clerk of Cameron County, within one year after this date, shall cause this approval to become void.

Dated this day _____day of _____, 20__.

APPROVED BY:_____
PRESIDENT

TAX ASSESSOR & COLLECTOR

STATE OF TEXAS
COUNTY OF CAMERON

The undersigned hereby certifies that all ad valorem taxes owed to all of the taxing units represented by the undersigned are currently paid in full for the year 20__, for the area inside the boundaries of "CAMINO SEVEN SUBDIVISION".

Witness my hand on the _____ day of _____ 20__.

_____
Edelmiro "Eddie" Garcia By: Deputy
Assessor and Collector of Taxes,
Cameron County, Texas.

SURVEYOR'S SIGNATURE

STATE OF TEXAS
COUNTY OF CAMERON

I, Francisco Rios, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground, that all boundary corners, angle points, points of curvature and other points of reference have been marked with suitable monuments of the size and type noted, and that the plat boundary corners have been tied to the nearest original survey corner as shown.

_____
FRANCISCO RIOS
Registered Professional land Surveyor
Texas Registration No. 4642

CITY'S APPROVAL

STATE OF TEXAS
COUNTY OF CAMERON

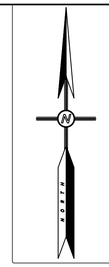
WE THE UNDERSIGNED OF THE CITY OF SAN BENITO, HERBY CERTIFY THAT THIS SUBDIVISION PLAT OF "CAMINO SEVEN SUBDIVISION", CONFORMS TO ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN BENITO, TEXAS

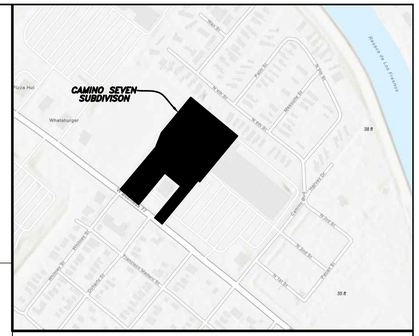
_____ _____
PLANNING AND ZONING CHAIRMAN DATE

_____ _____
MAYOR DATE

_____ _____
CITY ENGINEER OR DIRECTOR OF PUBLIC WORKS DATE

_____ _____
CITY SECRETARY DATE





VICINITY MAP SCALE 1"=2000'

DESCRIBED BY NATIONAL GEODETIC SURVEY 1981
3.7 KM (2.3 MI) SE FROM HARLINGEN.
1.9 KM (1.2 MI) SOUTHEAST ALONG COMMERCE STREET FROM THE CITY HALL AND TYLER AVENUE IN HARLINGEN, THENCE 1.8 KM (1.15 MI) SOUTHEAST ALONG BUSINESS U.S. HIGHWAY 77 SOUTH AT A SIGN (THE PATIO SPECIALITY SHOP) SOUTHWEST OF THE HIGHWAY, SET AT THE NORTHEAST END OF THE BRICKWORK AROUND THE 2 POLE STRUCTURE SIGN, 19.5 METERS (64.0 FT) SOUTHWEST OF THE CENTER OF THE HIGHWAY, 23.4 METERS (77.0 FT) NORTHWEST OF THE SOUTHEAST ENTRANCE TO THE SPECIALITY SHOP, 21.5 METERS (70.0 FT) SOUTHEAST OF THE NORTHWEST ENTRANCE TO THE SHOP, 3.5 METERS (11.5 FT) WEST NORTHWEST OF A TELEPHONE POLE, AND 6.7 METERS (22.0 FT) SOUTHWEST OF THE SOUTHWEST CURB OF THE HIGHWAY. NOTE, ROD WAS ANCHORED AT THIS DEPTH. THE MARK IS 0.46 METERS NE FROM A WITNESS POST. THE MARK IS 0.5 M ABOVE HIGHWAY.

ELEVATION: 38.89
STAMPING (PID): AB1183

DEVELOPER'S INFORMATION:
AP GROWTH PROPERTIES, LP
6500 MONTANA AVE, EL PASO TX 79925
915-342-1224

NOTES:

1. THIS SUBDIVISION LIES WITHIN THE CITY LIMITS OF SAN BENITO.
2. PROPERTY IS ZONED C-2 (COMMERCIAL GENERAL RETAIL BUSINESS).
3. BUILDING YARD SETBACKS:
   FRONT- 25.0' OR UTILITY EASEMENT, WHICHEVER IS GREATER
   SIDE-5.0' OR UTILITY EASEMENT, WHICHEVER IS GREATER
   REAR-5.0' OR UTILITY EASEMENT, WHICHEVER IS GREATER
4. THIS SUBDIVISION LIES WITHIN FLOOD ZONE "X", ACCORDING TO FIRM COMMUNITY PANEL NUMBER 48061C0270F, REVISED ON FEBRUARY 16, 2018.
5. THE WATER PURVEYOR IS THE CITY OF SAN BENITO.
6. THE SANITARY SEWER PURVEYOR IS THE CITY OF SAN BENITO.
7. ALL BEARINGS ARE BASED ON THE MAP OF RESACA FRONT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 21 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS
8. CONSTRUCTION AND INSTALLATION OF WATER LINES ARE THE RESPONSIBILITY OF THE DEVELOPER/OWNER AT THEIR COST.
9. CONSTRUCTION AND INSTALLATION OF SANITARY SEWER LINES ARE THE RESPONSIBILITY OF THE DEVELOPER/OWNER AT THEIR COST.
10. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL OF A DRAINAGE REPORT BY THE CAMERON COUNTY DRAINAGE DISTRICT NO. 3, AS MAY BE APPLICABLE PURSUANT TO TEXAS WATER CODE 49.211, AND ANY APPLICABLE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.
11. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL BY THE CAMERON COUNTY IRRIGATION DISTRICT NO. 2 AS MAY BE APPLICABLE IN ACCORDANCE WITH STATE LAW AND THE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.
12. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE NATURAL GROUND OR AT AN ELEVATION DETERMINED BY THE CITY OF SAN BENITO.
13. ALL CONSTRUCTION AND RELATED ACTIVITIES REQUIRES APPROVAL BY THE CITY IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES.
14. AN ON-SITE DETENTION POND WILL BE REQUIRED AT THE TIME OF CONSTRUCTION IF PROPOSED IMPROVEMENTS DO NOT OTHERWISE COMPLY WITH THE REQUIREMENTS FOR USAGE OF THE EXISTING WATER DRAINAGE SYSTEM AS SET FORTH IN SECTION 1.02(A) THE STORM WATER MANAGEMENT EXHIBIT TO CITY ORDINANCE NUMBER 2103-5 DATED MARCH 15, 2022.
15. FIRE HYDRANTS WILL BE REQUIRED AS PER CITY OF SAN BENITO CODE OF ORDINANCES. (IF NEEDED)
16. PUBLIC SIDEWALKS ARE REQUIRED IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES.

RECORDING INFORMATION

STATE OF TEXAS
COUNTY OF CAMERON

I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE ____ DAY OF _____, 20__ AT _____ O'CLOCK ___ M IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. _____

BY: _____
DEPUTY

SHEET 1 OF 2

4-COMMERCIAL LOTS
FINAL PLAT OF
CAMINO SEVEN SUBDIVISION
BEING 7.13 ACRES OF LAND CONSISTING OF 3.52 ACRES OUT OF LOT SIX (6), AND 3.61 ACRES OUT OF LOT FIVE (5), OF THE RESACA FRONT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 21 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.

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RIOS SURVEYING, L.L.C.
221 S. WILLIAMS ROAD
SAN BENITO, TEXAS 78586
PHONE (956) 361-9179 / 1853
RIOS_SURVEYING@SBCGLOBAL.NET



Date: 10-15-2025 Job No.: 2025-0471
Scale: 1"=50' DRAWN BY: MICRAEL

METES AND BOUNDS DESCRIPTION

BEING 7.13 ACRES OF LAND CONSISTING OF 3.52 ACRES OUT OF LOT SIX (6), AND 3.61 ACRES OUT OF LOT FIVE (5), OF THE RESACA FRONT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 21 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS; SAID 7.13 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE COMMON LINE OF THE SAN BENITO PLAZA II SUBDIVISION, AS RECORDED IN CABINET 1, SLOT 4598 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS, AND OF THE CANDLESTICK PARK SUBDIVISION, AS RECORDED IN CABINET 1, SLOT 52–A OF THE MAP RECORDS CAMERON COUNTY, TEXAS, BEING THE NORTHWEST CORNER OF SAID LOT 6;

THENCE, ALONG THE COMMON LINE OF SAID SAN BENITO PLAZA II SUBDIVISION AND OF SAID CANDLESTICK PARK SUBDIVISION, BEING ALSO THE NORTH LINE OF SAID LOT 6, SOUTH 59 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 52.00 FEET TO A ½ INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID SAN BENITO PLAZA II SUBDIVISION, AND FOR THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID CANDLESTICK PARK SUBDIVISION AND A SOUTH LINE OF EL CAMINO REAL SUBDIVISION, AS RECORDED IN CABINET 1, SLOT 1618–B OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS, AND THE NORTH LINE OF SAID LOT 6 AND OF THE AFOREMENTIONED LOT 5, SOUTH 59 DEGREES 23 MINUTES 00 SECONDS EAST (MAP, SOUTH 59 DEGREES 17 MINUTES 00 SECONDS EAST), A DISTANCE OF 535.01 FEET TO AN "X" MARK ON CONCRETE SET FOR THE NORTHWEST CORNER OF A CERTAIN 5.16 ACRE TRACT RECORDED IN VOLUME 8748, PAGE 171 OF THE OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS, AN THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE SOUTH LINE OF SAID EL CAMINO REAL SUBDIVISION AND THE NORTH LINE OF SAID LOT 5, SOUTH 30 DEGREES 43 MINUTES 00 SECONDS WEST, ALONG A WEST LINE OF SAID 5.16 ACRE TRACT, A DISTANCE OF 280.93 FEET (DEED, 280.00 FEET), TO A SPINDLE SET FOR AN INTERIOR CORNER OF SAID 5.16 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTH LINE OF SAID 5.16 ACRE TRACT, NORTH 59 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 9.21 FEET TO A SPINDLE SET FOR AN INTERIOR CORNER OF SAID 5.16 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG A WEST LINE OF SAID 5.16 ACRE TRACT, SOUTH 30 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 360.00 FEET TO A ½ INCH IRON ROD SET ON THE NORTH RIGHT OF WAY LINE OF U.S. BUSINESS 77 (120.00 FEET OF RIGHT OF WAY), FOR THE SOUTHWEST CORNER OF SAID 5.16 ACRE TRACT, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTH RIGHT OF WAY LINE OF SAID U.S. BUSINESS 77, NORTH 59 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 224.35 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE HUTTON SAN BENITO NUMBER ONE (1) SUBDIVISION, AS RECORDED IN CABINET 1, SLOT 3140 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS, AND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTH RIGHT OF WAY LINE OF SAID U.S. BUSINESS 77, NORTH 30 DEGREES 43 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, AT A DISTANCE OF 2.05 FEET PASSING AN "X" MARK ON CONCRETE FOUND FOR REFERENCE, AND CONTINUING IN ALL A TOTAL DISTANCE OF 176.85 FEET TO AN "X" MARK ON CONCRETE FOUND FOR THE NORTHEAST CORNER OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, AND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTH LINE OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, NORTH 59 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 115.00 FEET TO AN "X" MARK ON CONCRETE FOUND FOR THE NORTHWEST CORNER OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, AND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

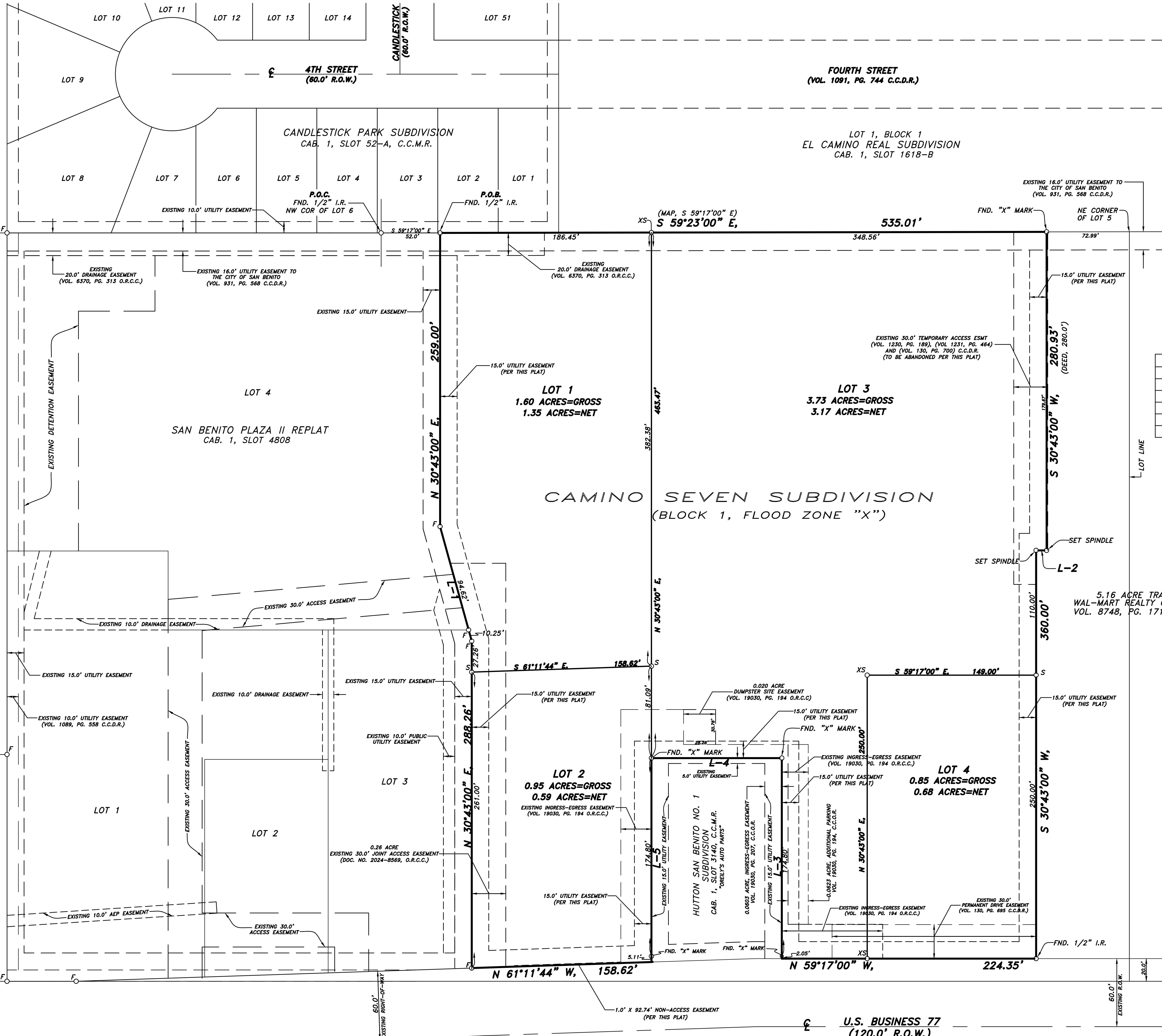
THENCE, ALONG THE WEST LINE OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, SOUTH 30 DEGREES 43 MINUTES 00 SECONDS WEST, AT A DISTANCE OF 174.80 FEET PASSING AN "X" MARK ON CONCRETE FOUND FOR REFERENCE, AND CONTINUING IN ALL A TOTAL DISTANCE OF 179.91 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED U.S. BUSINESS 77, FOR THE SOUTHWEST CORNER OF SAID HUTTON SAN BENITO NO. 1 SUBDIVISION, AND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

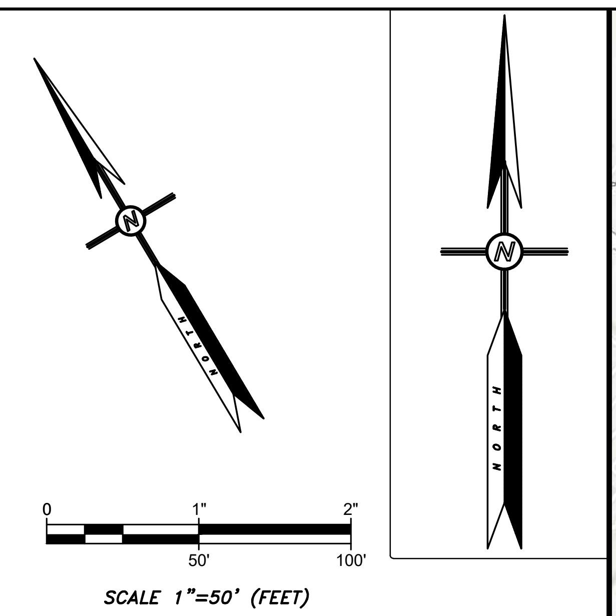
THENCE, ALONG THE NORTH RIGHT OF WAY LINE OF SAID U.S. BUSINESS 77, NORTH 61 DEGREES 11 MINUTES 44 SECONDS WEST, A DISTANCE OF 158.62 FEET TO A ½ INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE AFOREMENTIONED SAN BENITO PLAZA II SUBDIVISION, AND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTH RIGHT OF WAY LINE OF SAID U.S. BUSINESS 77, NORTH 30 DEGREES 43 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID 288.26 FEET TO A ½ INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE, CONTINUING ALONG AN EAST LINE OF SAID SAN BENITO PLAZA II SUBDIVISION, NORTH 15 DEGREES 16 MINUTES 43 SECONDS EAST, A DISTANCE OF 104.87 FEET TO A ½ INCH IRON SET FOR AN ANGLE POINT;

THENCE, CONTINUING ALONG AN EAST LINE OF SAID SAN BENITO PLAZA II SUBDIVISION, NORTH 30 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 259.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.13 ACRES OF LAND.





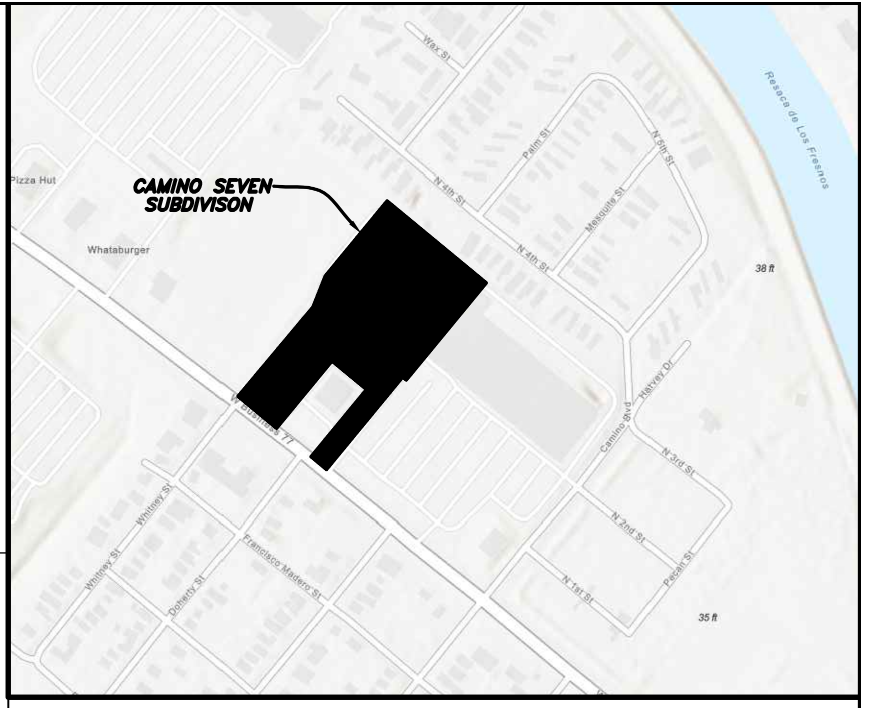
SCALE 1"=50' (FEET)

L E G E N D

ASPH.	ASPHALT	FND.	FOUND
A/C	AIR CONDITION	G.M.	GAS METER
BLDG.	BUILDING	I.R.	IRON ROD
BLK.	BLOCK	L.P.	LIGHT POST
℄	CENTERLINE	MON.	MONUMENT
CONC.	CONCRETE	P.P.	POWER POLE
E.M.	ELECTRIC METER	R.O.W.	RIGHT–OF–WAY
ESMT.	EASEMENT	T.P.	TELEPHONE PEDESTAL
E.J.B.	ELECTRIC JUNCTION BOX	TEMP.	TEMPORARY
F.H.	FIRE HYDRANT	W.M.	WATER METER
S–M.H.	STORM–MANHOLE	TGS	TX GAS SERVICE
S.S.–M.H.	SANITARY–SEWER MANHOLE	LAY–D	LAY–DOWN CURB
—x—	FENCE	W.V.	WATER VALVE
		T.O.C.	TOP OF CURB
○S	SET 1/2" IRON ROD	○XS	"X" MARK SET
○F	FND 1/2" IRON ROD	FDC	FIRE DEPARTMENT CONNECTIONS
TBM	TEMPORARY BENCHMARK	—TGS—	TEXAS GAS LINE
—S—	SEWERLINE	NSW	NAIL–SET WITH WASHER
—W—	WATERLINE	GUTT	GUTTER
O.R.C.C	OFFICIAL RECORDS CAMERON COUNTY	C.O.P	CLEAN OUT PIPE
C.C.D.R.	CAMERON COUNTY DEED RECORDS		

LINE DATA TABLE:

"L"	BEARING	DISTANCE
L–1	N 15°16'43" E	104.87'
L–2	N 59°17'00" W	9.21'
L–3	N 30°43'00" E	176.85'
L–4	N 59°17'00" W	115.00'
L–5	S 30°43'00" W	179.91'



VICINITY MAP SCALE 1"=2000'

BENCHMARK INFORMATION
DESCRIBED BY NATIONAL GEODETIC SURVEY 1981
3.7 KM (2.3 MI) SE FROM HARLINGEN.
1.9 KM (1.2 MI) SOUTHEAST ALONG COMMERCE STREET FROM THE CITY HALL AND TYLER AVENUE IN HARLINGEN, THENCE 1.8 KM (1.15 MI) SOUTHEAST ALONG BUSINESS U.S. HIGHWAY 77 SOUTH AT A SIGN (THE PATIO SPECIALITY SHOP) SOUTHWEST OF THE HIGHWAY, SET AT THE NORTHEAST END OF THE BRICKWORK AROUND THE 2 POLE STRUCTURE SIGN, 19.5 METERS (64.0 FT) SOUTHWEST OF THE CENTER OF THE HIGHWAY, 23.4 METERS (77.0 FT) NORTHWEST OF THE SOUTHEAST ENTRANCE TO THE SPECIALITY SHOP, 21.3 METERS (70.0 FT) SOUTHEAST OF THE NORTHWEST ENTRANCE TO THE SHOP, 3.5 METERS (11.5 FT) WEST NORTHWEST OF A TELEPHONE POLE, AND 6.7 METERS (22.0 FT) SOUTHWEST OF THE SOUTHWEST CURB OF THE HIGHWAY. NOTE, ROD WAS ANCHORED AT THIS DEPTH. THE MARK IS 0.46 METERS NE FROM A WITNESS POST. THE MARK IS 0.3 M ABOVE HIGHWAY.

ELEVATION: 38.89 (NAVD 88)
STAMPING (PID): AB1183

DEVELOPER'S INFORMATION:
AP GROWTH PROPERTIES, LP
6500 MONTANA AVE, EL PASO TX 79925
915–342–1224

NOTES:

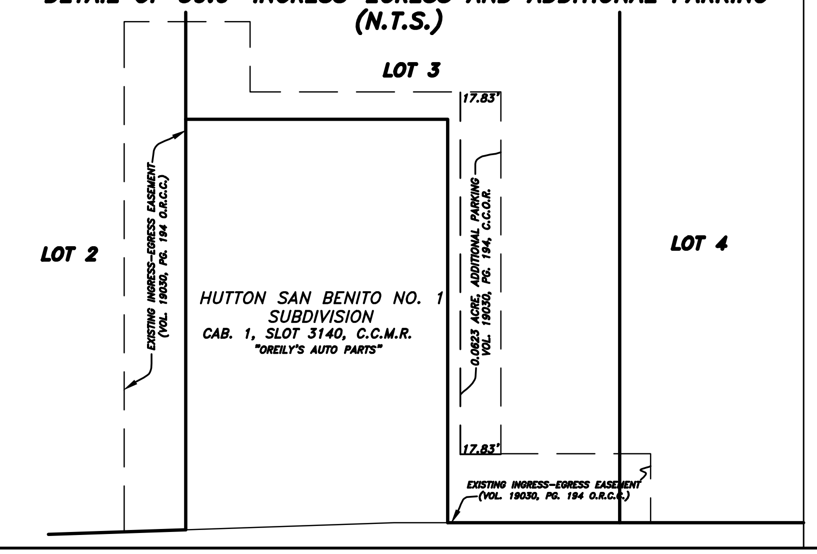
1. THIS SUBDIVISION LIES WITHIN THE CITY LIMITS OF SAN BENITO.
2. PROPERTY IS ZONED C–2 (COMMERCIAL GENERAL RETAIL BUSINESS).
3. BUILDING YARD SETBACKS:

   FRONT– 25.0' OR UTILITY EASEMENT, WHICHEVER IS GREATER

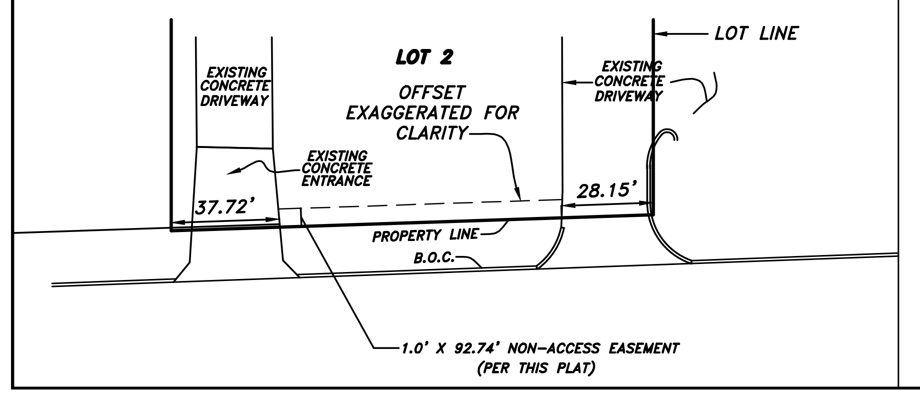
   SIDE–5.0' OR UTILITY EASEMENT, WHICHEVER IS GREATER

   REAR–5.0' OR UTILITY EASEMENT, WHICHEVER IS GREATER
4. THIS SUBDIVISION LIES WITHIN FLOOD ZONE "X", ACCORDING TO FIRM COMMUNITY PANEL NUMBER 48061C0270F, REVISED ON FEBRUARY 16, 2018.
5. THE WATER PURVEYOR IS THE CITY OF SAN BENITO.
6. THE SANITARY SEWER PURVEYOR IS THE CITY OF SAN BENITO.
7. ALL BEARINGS ARE BASED ON THE MAP OF RESACA FRONT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 21 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS
8. CONSTRUCTION AND INSTALLATION OF WATER LINES ARE THE RESPONSIBILITY OF THE DEVELOPER/OWNER AT THEIR COST.
9. CONSTRUCTION AND INSTALLATION OF SANITARY SEWER LINES ARE THE RESPONSIBILITY OF THE DEVELOPER/OWNER AT THEIR COST.
10. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL OF A DRAINAGE REPORT BY THE CAMERON COUNTY DRAINAGE DISTRICT NO. 3, AS MAY BE APPLICABLE PURSUANT TO TEXAS WATER CODE 49.211, AND ANY APPLICABLE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.
11. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL BY THE CAMERON COUNTY IRRIGATION DISTRICT NO. 2 AS MAY BE APPLICABLE IN ACCORDANCE WITH STATE LAW AND THE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.
12. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE NATURAL GROUND OR AT AN ELEVATION DETERMINED BY THE CITY OF SAN BENITO.
13. ALL CONSTRUCTION AND RELATED ACTIVITIES REQUIRES APPROVAL BY THE CITY IN ACCORDANCE WITH THE CITY'S CODE OF ORDNANCES.
14. AN ON–SITE DETENTION POND WILL BE REQUIRED AT THE TIME OF CONSTRUCTION IF PROPOSED IMPROVEMENTS DO NOT OTHERWISE COMPLY WITH THE REQUIREMENTS FOR USAGE OF THE EXISTING WATER DRAINAGE SYSTEM AS SET FORTH IN SECTION 1.02(A) THE STORM WATER MANAGEMENT EXHIBIT TO CITY ORDINANCE NUMBER 2103–5 DATED MARCH 15, 2022.
15. FIRE HYDRANTS WILL BE REQUIRED AS PER CITY OF SAN BENITO CODE OF ORDINANCES. (IF NEEDED)
16. PUBLIC SIDEWALKS ARE REQUIRED IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES.

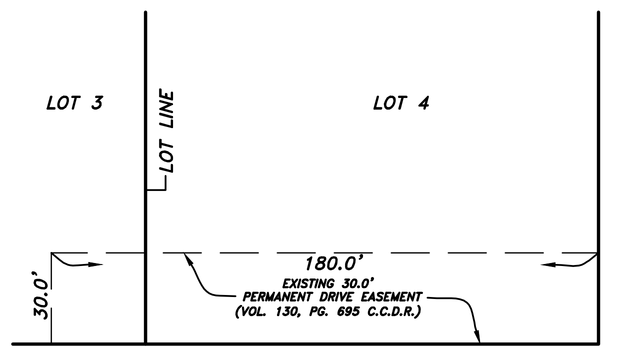
DETAIL OF 30.0' INGRESS–EGRESS AND ADDITIONAL PARKING (N.T.S.)



DETAIL OF NON–ACCESS EASEMENT FOR LOT 2 (1"=50' FEET)



DETAIL OF 30.0' PERMANENT DRIVE EASEMENT



SURVEYOR'S SIGNATURE

STATE OF TEXAS
COUNTY OF CAMERON

I, Francisco Rios, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground, that all boundary corners, angle points, points of curvature and other points of reference have been marked with suitable monuments of the size and type noted, and that the plat boundary corners have been tied to the nearest original survey corner as shown.

____
FRANCISCO RIOS
Registered Professional land Surveyor
Texas Registration No. 4642

RECORDING INFORMATION

STATE OF TEXAS
COUNTY OF CAMERON

I, SYLVIA GARZA–PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE _____ DAY OF ____________________, 20___ AT ________ O'CLOCK ___ M IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO.
____

BY: ________________________________
DEPUTY

SHEET 2 OF 2

4–COMMERCIAL LOTS
FINAL PLAT OF
CAMINO SEVEN SUBDIVISION
BEING 7.13 ACRES OF LAND CONSISTING OF 3.52 ACRES OUT OF LOT SIX (6), AND 3.61 ACRES OUT OF LOT FIVE (5), OF THE RESACA FRONT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 21 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.

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RIOS SURVEYING, L.L.C.

221 S. WILLIAMS ROAD
SAN BENITO, TEXAS 78586
PHONE (956) 361–9179 / 1853
RIOS_SURVEYING@SBCGLOBAL.NET



Date: 10–15–2025 Job No.: 2025–0471

Scale: 1"=50' DRAWN BY: MICHAEL

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the amended Final Plat of Le Blanc Subdivision, located at the intersection of Shafer Road and Sauvignon Avenue with a legal description of: 10.00 acres of land out of Block 123, San Benito Land and Water Company Subdivision, recorded in Volume 1, Page 6, Map records of Cameron County, Texas, Being of the Tract of Land described in Document No. 2021-42894, Official Records of Cameron County, Texas. Applicant: Camperos Development LLC.

RECOMMENDATION:
The Planning and Zoning Board recommends approval.

RATIONALE:
This subdivision amendment updates the minimum finished floor elevation from 42.00 feet MSL to 41.00 feet MSL. Plat note Number 2 has been updated to read: “Minimum finish floor elevation shall be 41.00 feet MSL or 24 inches above the crown of adjacent road, whichever is greater." The final plat complies with all applicable city ordinances and state statutes.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

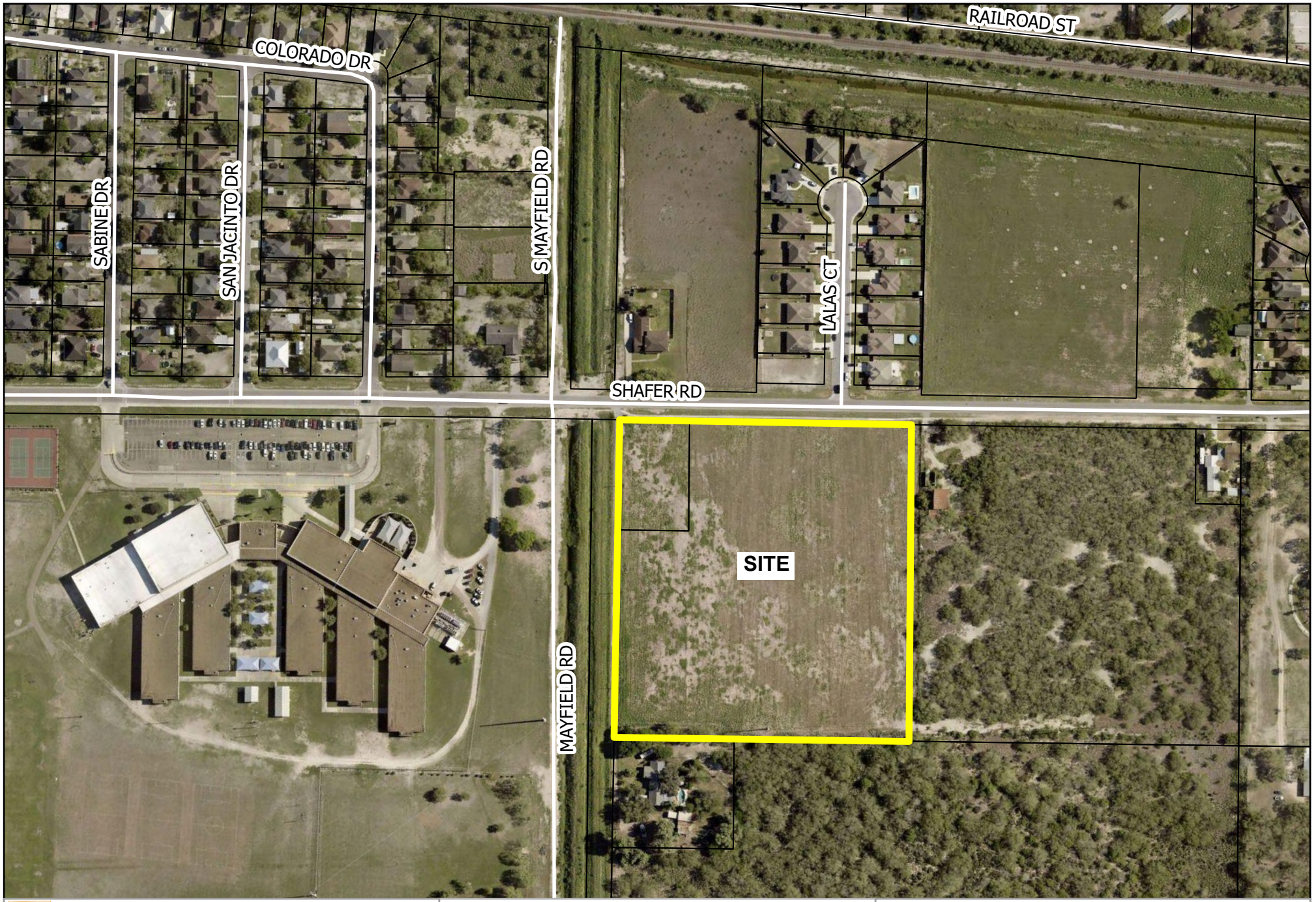
EXHIBITS: Location Map
Amended Plat-Le Blanc Subdivision

PREPARED BY: Monica L Rodriguez

_____
Planning Manager

12/09/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City of San Benito and software developers assume no legal responsibility for the information on these maps.

Drawn by: KC

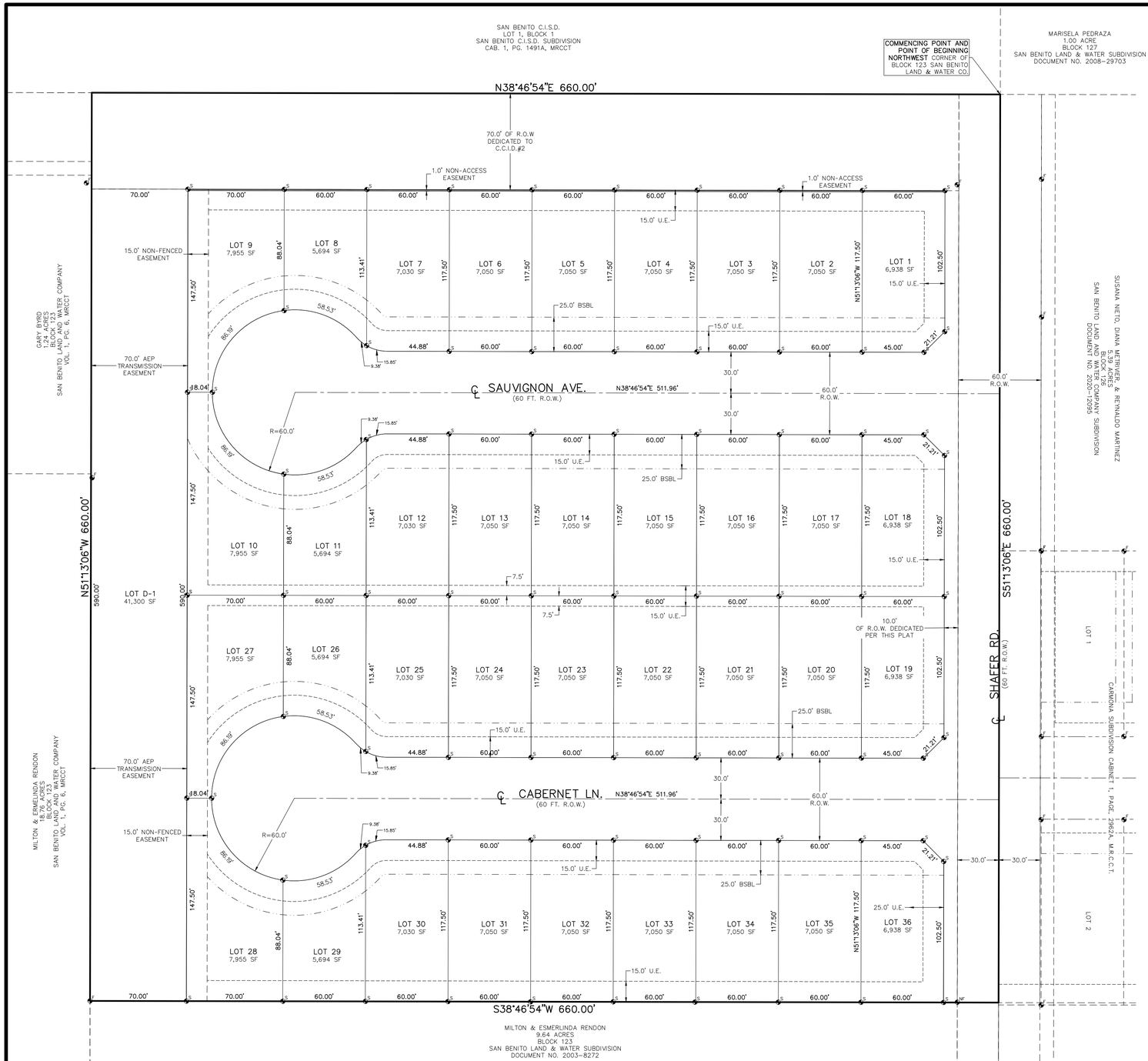
Location Map
Le Blanc Subdivision
Amended Plat

N

100 50 0
Miles

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- STREETS



BENCHMARK

NATIONAL GEODETIC SURVEY BENCHMARK
DESIGNATION G1422/PID AB1305
ELEV. 52.49' (DATUM IS NAVD 88)
A STAINLESS STEEL ROD LOCATED APPROXIMATELY 1.85 MILE EAST OF LA FERIA AT THE NORTHEAST CORNER OF RESTLAWN CEMETERY, ON THE SOUTH SIDE OF U.S. BUSINESS 83.

METES AND BOUNDS DESCRIPTION

BEING 10.00 ACRES OF LAND OUT OF BLOCK 123, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS, BEING OF THE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2021-42894, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS; SAID 10.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 123, BEING WITHIN THE RIGHT-OF-WAY OF SHAFER ROAD (HAVING 60 FEET OF RIGHT OF WAY), FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

1) THENCE ALONG THE NORTHEAST BOUNDARY OF BLOCK 123, SOUTH 51 DEG. 13 MIN. 06 SEC. WEST, A DISTANCE OF 660.00 FEET TO A POINT, FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

2) THENCE LEAVING THE NORTHEAST BOUNDARY OF BLOCK 123, SOUTH 38 DEG. 46 MIN. 54 SEC. WEST, AT A DISTANCE OF 30.00 FEET PASS AN IRON NAIL FOUND, A TOTAL DISTANCE OF 660.00 FEET TO A POINT, FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

3) THENCE NORTH 51 DEG. 13 MIN. 06 SEC. EAST, A DISTANCE OF 660.00 FEET TO A POINT, FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

4) THENCE NORTH 38 DEG. 46 MIN. 54 SEC. EAST A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING; CONTAINING 10.00 ACRES OF LAND WITHIN THESE METES AND BOUNDS.

STATE OF TEXAS
COUNTY OF CAMERON

WE, THE UNDERSIGNED, OF THE CITY OF SAN BENITO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT OF **LE BLANC SUBDIVISION** CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS AS PER ORDINANCE NUMBER 2103 OF THE CITY WHEREIN OUR APPROVAL IS REQUIRED.

APPROVED: _____
CHAIRPERSON-PLANNING COMMISSION OF SAN BENITO DATE

APPROVED: _____
MAYOR, CITY OF SAN BENITO DATE

APPROVED: _____
CITY ENGINEER OR DIRECTOR OF PUBLIC WORKS, CITY OF SAN BENITO DATE

ATTEST: _____
CITY SECRETARY, CITY OF SAN BENITO DATE

STATE OF TEXAS
COUNTY OF CAMERON

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS **LE BLANC SUBDIVISION,** TO THE CITY OF SAN BENITO, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC (AS APPLICABLE) ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATERLINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF SAN BENITO, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED EITHER ON THE PLAT OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF SAN BENITO.

_____
ARTURO MARTINEZ FOR
CAMPEROS DEVELOPMENT, LLC

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MR. ARTURO MARTINEZ, KNOWN TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

_____
NOTARY PUBLIC, CAMERON COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF CAMERON

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES OWED TO ALL OF THE TAXING UNITS REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY PAID IN FULL FOR THE YEAR 2025, FOR THE AREA INSIDE THE BOUNDARIES OF **LE BLANC SUBDIVISION.**

WITNESS MY HAND ON THIS THE _____ DAY OF _____, 20____.

_____
EDELMIRO "EDDIE" GARCIA
TAX ASSESSOR-COLLECTOR

BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF CAMERON

I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE _____ DAY OF _____, 20____ AT _____ O'CLOCK __M IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. _____.

BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF CAMERON

I, THE UNDERSIGNED, ENGINEER WHO IS DULY REGISTERED TO PRACTICE IN THE STATE OF TEXAS, HEREBY CERTIFIES AS FOLLOWS:
THE WATER AND SEWER FACILITIES ARE HEREINABOVE DESCRIBED BY THE DEVELOPER ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER V.T.C.A., WATER CODE 16.343 AND COMPLY IN ALL RESPECTS WITH STATE, COUNTY, AND MUNICIPAL LAW.

EXECUTED THIS DAY_____ OF _____, 20____.

_____
DUSTIN MOORE, PE
TX LIC NO. – 119107

STATE OF TEXAS
DUSTIN MOORE
119107
LICENSED
PROFESSIONAL ENGINEER

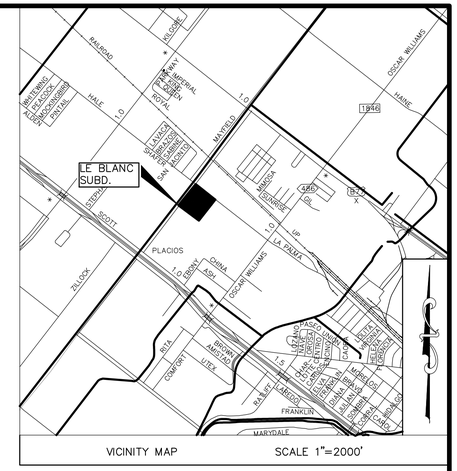
STATE OF TEXAS
COUNTY OF CAMERON

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

_____
CODY MICHAEL MOORE, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6370

_____
DATE

STATE OF TEXAS
REGISTERED
CODY MICHAEL MOORE
6370
PROFESSIONAL LAND SURVEYOR



NOTES

1. FLOOD ZONE CLASSIFICATION
THIS SUBDIVISION LIES IN ZONE "X" AS PER THE NATIONAL FLOOD INSURANCE RATE MAP OF COMMUNITY NUMBER 480113, PANEL NUMBER 0270, SUFFIX "F", REVISED FEBRUARY 16, 2018 (MAP: 48061C0270F)

2. MINIMUM FINISH FLOOR ELEVATION SHALL BE 41.00 FEET MSL OR 24 INCHES ABOVE CROWN OF ADJACENT ROAD, WHICHEVER IS GREATER.

3. BASIS OF BEARINGS: AS PER STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

4. BUILDING SETBACKS ARE AS FOLLOWS:
A) FRONT = 25 FEET
B) SIDE = 5 FEET OR UTILITY EASEMENT (WHICHEVER IS GREATER)
C) REAR = 15 FEET OR UTILITY EASEMENT (WHICHEVER IS GREATER)
D) STREET SIDE = 10 FEET OR UTILITY EASEMENT (WHICHEVER IS GREATER)

5. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED MOORE 6370

6. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS SUBDIVISION IS INTENDED TO BE A SINGLE FAMILY RESIDENTIAL DEVELOPMENT.

7. A BUILDING PERMIT IS REQUIRED PRIOR TO CONSTRUCTION OF ANY IMPROVEMENT.

8. THIS SUBDIVISION LIES WITHIN THE CITY LIMITS OF THE CITY OF SAN BENITO.

9. ALL CONSTRUCTION AND RELATED ACTIVITIES REQUIRE THE APPROVAL BY THE CITY OF SAN BENITO IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES.

10. THE WATER PURVEYOR IS THE CITY OF SAN BENITO.

11. THE SANITARY SEWER PURVEYOR IS THE CITY OF SAN BENITO.

12. PUBLIC SIDEWALKS ARE REQUIRED IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES.

13. FIRE HYDRANTS WILL BE REQUIRED AS PER THE CITY OF SAN BENITO CODE OF ORDINANCES.

14. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL OF A DRAINAGE REPORT BY THE CAMERON COUNTY DRAINAGE DISTRICT NO. 3 AS MAY BE APPLICABLE PURSUANT TO THE TEXAS WATER CODE 49.211, AND ANY APPLICABLE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.

15. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL BY THE CAMERON COUNTY IRRIGATION DISTRICT NO. 2 AS MAY BE APPLICABLE IN ACCORDANCE WITH STATE LAW AND THE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTOR'S.

16. LOT D-1 IS RESERVED DEDICATED FOR DRAINAGE ONLY AND SHALL BE PRIVATELY MAINTAINED.

LEGEND	
●	IRON ROD FOUND
■	CONC MONUMENT SET
■	CONC MONUMENT FOUND
⊗	NAIL FOUND
⊗	NAIL SET
⊗	IRON ROD SET WITH CAP STAMPED "MOORE-6370"
U.E.	UTILITY EASEMENT
BSBL	BUILDING SET BACK LINE
ROW	RIGHT-OF-WAY

SCALE 1"=40'

40 0 40
Scale: 1" = 40'

AMENDED FINAL PLAT OF:

LE BLANC SUBDIVISION

10.00 ACRES OF LAND OUT OF BLOCK 123, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS, BEING OF THE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2021-42894, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS

SUBDIVIDED FOR: CAMPEROS DEVELOPMENT, LLC
4 HUNTERS QUEST CIRCLE
BROWNSVILLE, TX 78520
956-345-6580

PLOT DATE: OCTOBER 2025 | JOB NO: 185064

Moore Land Surveying, LLC
14216 Palis Drive, La Feria, TX 78559
(956)245-0988 TBPLS Firm No. 10194186
(956)245-4651 TBPE Firm No. 19190

SHEET 1 OF 1

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the replat for Boswell-Elliff Number 2 Subdivision, located at 1401 West Business 77 bearing a legal description of: being 4.54 acres of land comprised of the following tracts: Tract 1: 3.36 acres of land, being all of Lot 2 of the amended plat of Boswell-Elliff Subdivision, recorded in cabinet 1, Page 3914, Map Records, Cameron County, Texas and Tract 2: 1.18 acre of land, being all of Lot 2, Block 1, Cameron County Farm Bureau Subdivision, recorded in cabinet 1, Page 432-A Map Records, Cameron County, Texas. Applicant: Ellbos, LLC.

RECOMMENDATION:
Staff recommends approval.

RATIONALE:
This replat involves two lots situated within the San Benito city limits and zoned C-2, "Commercial General Retail Business." The intent of the replat is to incorporate the adjoining lot to allow for the expansion of the existing business and to enhance site functionality, including parking, access, and overall layout, while ensuring compliance with current subdivision and zoning regulations.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
Location Map
Preliminary Plat
Final Plat

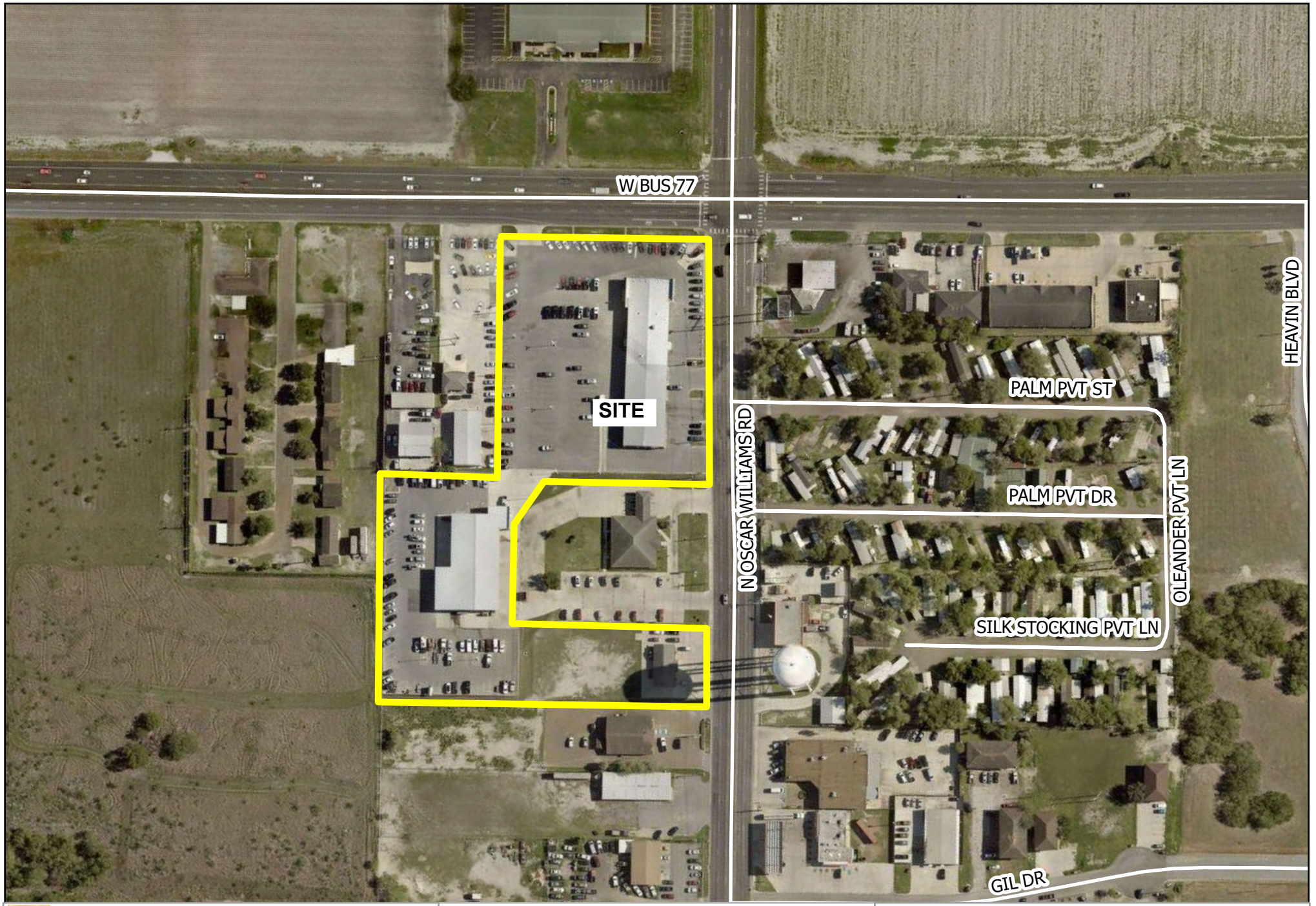
PREPARED BY: Monica L Rodriguez

Planning Manager

12/09/2025
Date

Fred R. Sandoval

Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City of San Benito and software developers assume no legal responsibility for the information on these maps.

Drawn by: KC

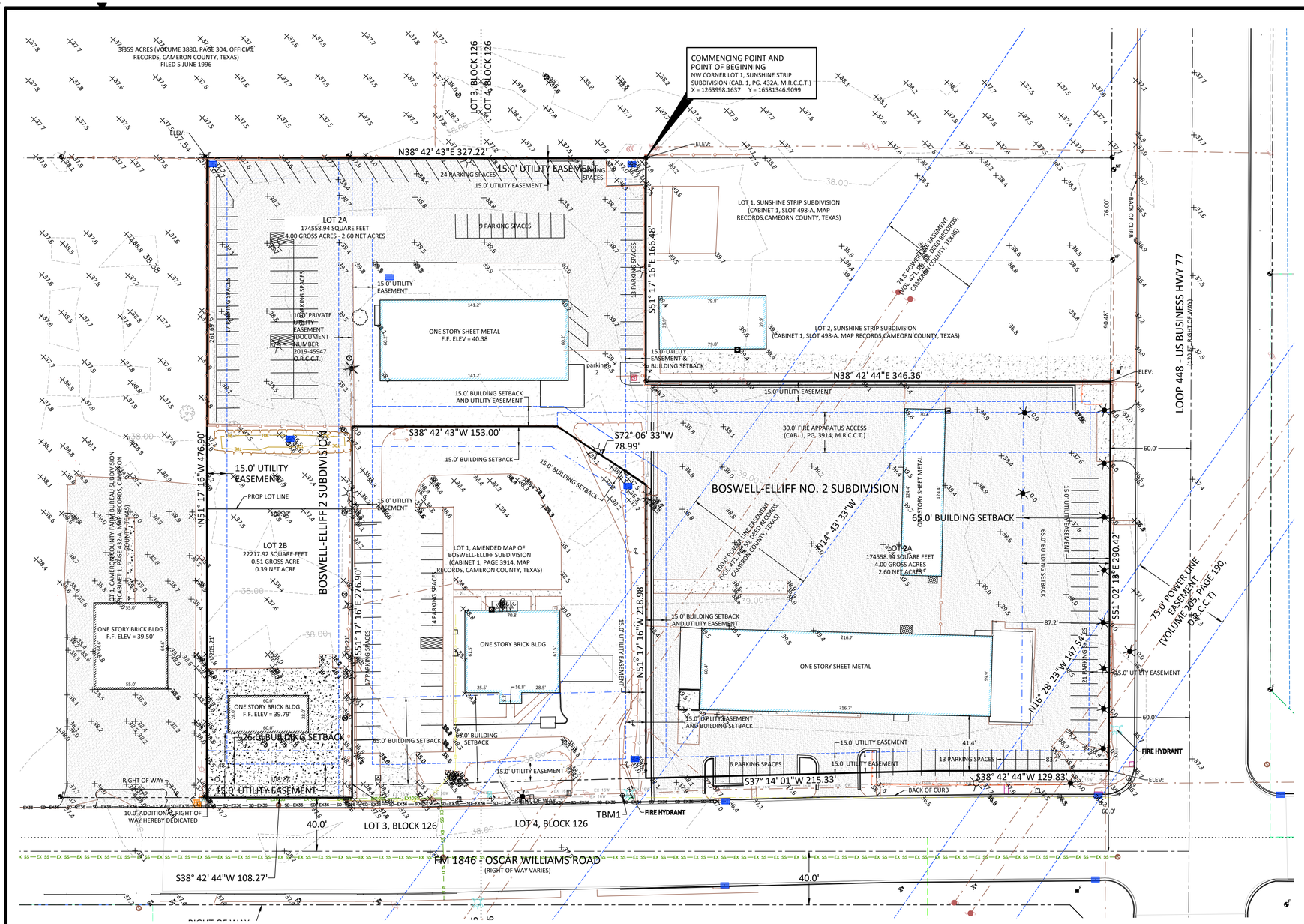
Location Map
Boswell-Elliff No. 2 Subdivision Replat

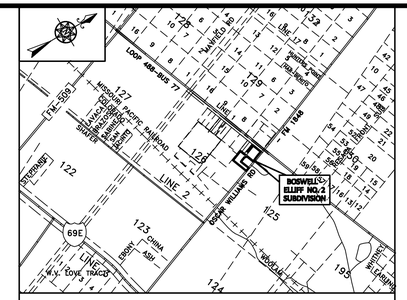
N

100 50 0
Miles

Legend

PROPERTY LINES
STREETS





VICINITY MAP 1"=2000'

STATE OF TEXAS
COUNTY OF CAMERON

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

JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5719

DATE

GENERAL NOTES

1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, N.A.D. 83, ESTABLISHED FOR SAN BENITO LAND AND WATER COMPANY SUBDIVISION, RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS.

2. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "MEDINA-5719".

3. THIS PROPERTY LIES WITHIN FLOOD ZONE X, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO. 48061, PANEL NO. 0270 SUFFIX "F" REVISED 16 FEBRUARY 2018.

4. THIS PROPERTY IS LOCATED WITHIN THE CITY LIMITS OF SAN BENITO AND ZONED C-2 "COMMERCIAL GENERAL RETAIL BUSINESS".

5. BUILDING YARD SETBACKS (COMMERCIAL):
   a. FRONT - 25 FEET
   b. SIDE - 5 FEET OR UTILITY EASEMENT, WHICHEVER IS GREATER.
   c. REAR - 5 FEET OR UTILITY EASEMENT, WHICHEVER IS GREATER.
   d. SIDE YARD SETBACK ON THE STREET SIDE - 10 FEET OR UTILITY EASEMENT, WHICHEVER IS GREATER.

6. VERTICAL DATUM IS BASED ON N.A.V.D. 88.

7. MINIMUM FINISHED FLOOR ELEVATION TO BE 18 INCHES ABOVE FINAL LOT GRADE OR 39.50, WHICHEVER IS GREATER.

8. THE WATER PURVEYOR IS THE CITY OF SAN BENITO.

9. THE SANITARY SEWER PURVEYOR IS THE CITY OF SAN BENITO.

10. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL OF A DRAINAGE REPORT BY THE CAMERON COUNTY DRAINAGE DISTRICT NO. 3, AS MAY BE APPLICABLE PURSUANT TO TEXAS WATER CODE 49.211, AND ANY APPLICABLE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.

11. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL BY THE CAMERON COUNTY IRRIGATION DISTRICT NO. 2 AS MAY BE APPLICABLE IN ACCORDANCE WITH STATE LAW AND THE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.

12. THE SOUTH BOUNDARY OF THE FIRE APPARATUS ACCESS SHALL BE A BUILDING SETBACK.

13. CONSTRUCTION AND INSTALLATION OF WATER LINE WITHIN THE DEVELOPMENT OR LOT ARE AT THE RESPONSIBILITY OF THE DEVELOPER/OWNER AT THEIR COST.

14. ALL CONSTRUCTION AND RELATED ACTIVITIES REQUIRES APPROVAL BY THE CITY IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES

15. HIGHEST AND LOWEST ELEVATIONS WITHIN THE PLAT
HIGH: 41.85'
LOW: 36.30'

16. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AS PER CITY OF SAN BENITO CODE OF ORDINANCES

BENCHMARK

U.S.C&G.S. BENCHMARK:

DESIGNATION = R48
PID = AB0461

LOCATED AT THE INTERSECTION OF W. BATTS STREET AND N. SAM HOUSTON BOULEVARD A DISK MOUNTED ON THE WALL ON ADDRESS 101 N. SAM HOUSTON AND FACING SAM HOUSTON BOULEVARD 1.7 FEET NORTH OF THE BUILDING CORNER AND 4.4 FEET ABOVE THE SIDEWALK DISK IS STAMPED U.S. COAST & GEODETIC SURVEY BENCHMARK R48 1918 ELEV. 40.276

ADJUSTED ELEVATION TO NAVD88= 39.94'

TEMPORARY BENCHMARK (T.B.M. 1)

APPROXIMATELY 420 FT SOUTH OF INTERSECTION OF LOOP 448 - BUSINESS 77 & OSCAR WILLIAMS ROAD; 43 FEET WEST OF CENTERLINE OF OSCAR WILLIAMS ROAD; A SQUARE CUT ON CONCRETE DRIVE OF THE EXIT OF THE RIO GRANDE VALLEY CREDIT UNION DRIVE THRU AND ADJACENT TO AN EXISTING FIRE HYDRANT.

ELEVATION = 37.59' (NAVD 88)

METES AND BOUNDS

BEING 4.54 ACRES OF LAND COMPRISED OF THE FOLLOWING TRACTS:
TRACT 1: 3.36 ACRES OF LAND, BEING ALL OF LOT 2 OF THE AMENDED PLAT OF BOSWELL - ELLIFF SUBDIVISION, RECORDED IN CABINET 1, PAGE 3914, MAP RECORDS, CAMERON COUNTY, TEXAS AND
TRACT 2: 1.18 ACRE OF LAND, BEING ALL OF LOT 2, BLOCK 1, CAMERON COUNTY FARM BUREAU SUBDIVISION, RECORDED IN CABINET 1, PAGE 432-A, MAP RECORDS OF CAMERON COUNTY, TEXAS;
SAID 4.54 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND BEING THE NORTHWEST CORNER OF LOT 1, SUNSHINE STRIP SUBDIVISION, RECORDED IN CABINET 1, PAGE 498-A, MAP RECORDS OF CAMERON COUNTY, TEXAS AND BEING A CORNER OF LOT 2, AMENDED PLAT OF BOSWELL - ELLIFF SUBDIVISION, FOR A CORNER AND POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; (HAVING COORDINATE VALUES OF X = 1263998.1637 Y = 16581346.9099, BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83);

1) THENCE ALONG THE WEST BOUNDARY OF SUNSHINE STRIP SUBDIVISION, SOUTH 51 DEG 17 MIN. 16 SEC. EAST, A DISTANCE OF 166.48 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SUNSHINE STRIP SUBDIVISION, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

2) THENCE ALONG THE SOUTH BOUNDARY OF SUNSHINE STRIP SUBDIVISION, NORTH 38 DEG. 42 MIN. 44 SEC. EAST, A DISTANCE OF 346.36 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND ON THE SOUTH RIGHT OF WAY OF LOOP 488-US BUSINESS HWY 77, FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

3) THENCE ALONG THE SOUTH RIGHT OF WAY OF LOOP 488-US BUSINESS HWY 77, SOUTH 51 DEG. 02 MIN. 13 SEC. EAST A DISTANCE OF 290.42 FEET TO A TAC-IN-LEAD FOUND ON THE WEST RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD (HAVING VARYING RIGHT OF WAY), FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

4) THENCE ALONG THE WEST RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD, SOUTH 38 DEG. 42 MIN. 44 SEC. WEST A DISTANCE OF 129.83 FEET TO A NAIL WITH WASHER STAMPED MEDINA 5719 FOUND, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

5) THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD SOUTH 37 DEG. 14 MIN. 01 SEC. WEST A DISTANCE OF 215.33 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND ON THE NORTH BOUNDARY OF LOT 1, AMENDED PLAT OF BOSWELL - ELLIFF SUBDIVISION, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

6) THENCE LEAVING THE NORTH RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS, NORTH 51 DEG. 17 MIN. 16 SEC. WEST, A DISTANCE OF 218.98 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

7) THENCE CONTINUING ALONG THE BOUNDARY OF LOT 1, SOUTH 72 DEG. 08 MIN. 33 SEC. WEST A DISTANCE OF 78.99 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

8) THENCE CONTINUING ALONG THE BOUNDARY OF LOT 1, SOUTH 38 DEG. 42 MIN. 43 SEC. WEST A DISTANCE OF 153.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND ON THE NORTH BOUNDARY OF CAMERON COUNTY FARM BUREAU SUBDIVISION, RECORDED IN CABINET 1, PAGE 432-A, MAP RECORDS OF CAMERON COUNTY, TEXAS, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

9) THENCE ALONG THE NORTH BOUNDARY OF CAMERON COUNTY FARM BUREAU SUBDIVISION, AND ALONG THE SOUTH BOUNDARY OF THE AMENDED PLAT OF BOSWELL - ELLIFF SUBDIVISION, SOUTH 51 DEG. 17 MIN. 16 SEC. EAST A DISTANCE OF 276.90 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND ON THE WEST RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

10) THENCE ALONG THE WEST RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD, SOUTH 38 DEG. 42 MIN. 44 SEC. WEST A DISTANCE OF 108.27 FEET TO A TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 SET; FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS SOUTH 53 DEG. 04 MIN. 16 SEC. WEST A DISTANCE OF 1.13 FEET, FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

11) THENCE LEAVING THE WEST RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD, NORTH 51 DEG. 17 MIN. 16 SEC. WEST A DISTANCE OF 476.90 FEET TO POINT FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS NORTH 69 DEG. 38 MIN. 13 SEC. WEST A DISTANCE OF 0.48 FEET AND ANOTHER 1/2-INCH IRON ROD FOUND BEARS SOUTH 87 DEG. 04 MIN. 54 SEC. WEST A DISTANCE OF 2.45 FEET AND BEING THE EAST BOUNDARY OF A 3.359 ACRE TRACT RECORDED IN VOLUME 3880, PAGE 304, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

12) THENCE ALONG THE EAST BOUNDARY OF SAID 3.359 ACRE TRACT, NORTH 38 DEG. 42 MIN. 43 SEC. EAST A DISTANCE OF 327.22 FEET TO THE POINT OF BEGINNING; CONTAINING 4.54 ACRES OF LAND WITHIN THESE METES AND BOUNDS.

LEGEND

EX UTC — EXIST. UNDERGROUND TELEPHONE CABLE		MESQUITE TREE	
42 — EXIST. MAJOR/ MINOR CONTOUR		42 — EXIST. MAJOR/ MINOR CONTOUR	
EXIST. OVERHEAD UTILITY LINE		EXIST. FENCE	
EXIST. IRRIGATION LINE		TOE — EXIST. TOE	
EXIST. TOP OF BANK		FLOWLINE — EXIST. FLOWLINE	
IRON ROD FOUND	IRRIGATION STANDPIPE	IRRIGATION CONTROL VALVE	WATER WELL
WATER METER	IRRIGATION VALVE	AIR CONDITIONER	GRATE INLET
WATER VALVE	FIRE HYDRANT	ELECTRIC JUNCTION BOX	SIGN
STREET LIGHT	TRANSMISSION POLE	GAS METER	ANCHOR
POWER POLE	CLEANOUT	TELEPHONE PEDESTAL	TELEPHONE BOX
POST	MANHOLE		

DEVELOPER: ELLBOS, LLC
1401 W. BUSINESS 77
SAN BENITO, TEXAS 78586
(956) 399-1211

NUMBER OF LOTS: 2

PRELIMINARY PLAT
BOSWELL - ELLIFF NO. 2
SUBDIVISION

BEING 4.54 ACRES OF LAND COMPRISED OF THE FOLLOWING TRACTS:
TRACT 1: 3.36 ACRES OF LAND, BEING ALL OF LOT 2 OF THE AMENDED PLAT OF BOSWELL - ELLIFF SUBDIVISION, RECORDED IN CABINET 1, PAGE 3914, MAP RECORDS, CAMERON COUNTY, TEXAS AND
TRACT 2: 1.18 ACRE OF LAND, BEING ALL OF LOT 2, BLOCK 1, CAMERON COUNTY FARM BUREAU SUBDIVISION, RECORDED IN CABINET 1, PAGE 432-A, MAP RECORDS OF CAMERON COUNTY, TEXAS.

FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
HARLINGEN, TEXAS 78552
PHONE (956) 364-2236 FAX (956) 364-1023
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO.: F-997
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO.: 10037500

SCALE:	DRAWN BY:	FILE:	PLOT DATE:
1"= 40'	J. MEDINA	079-035	31 JULY 2025

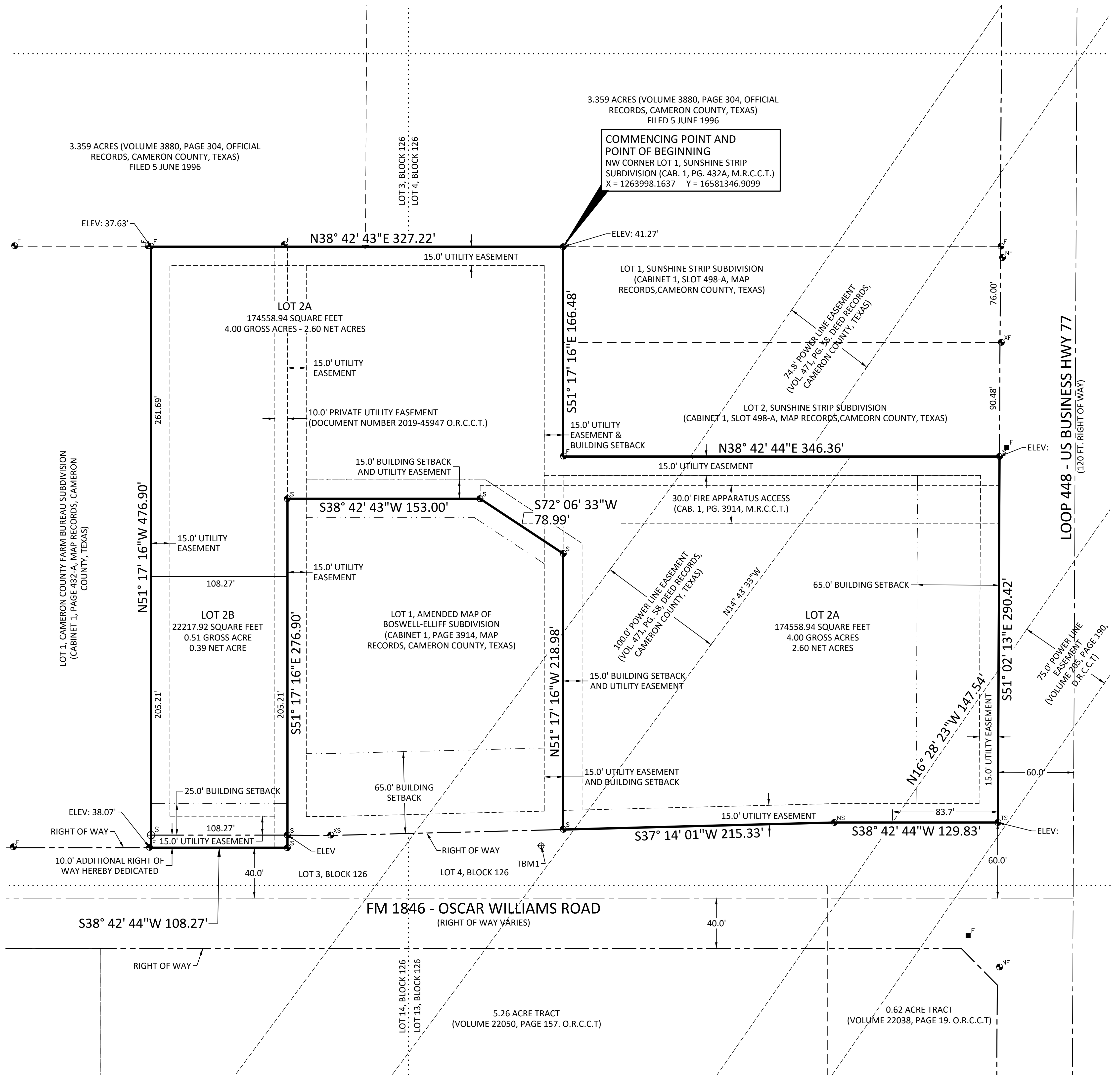
PLAT PAGE: 1 OF 1 SHEET

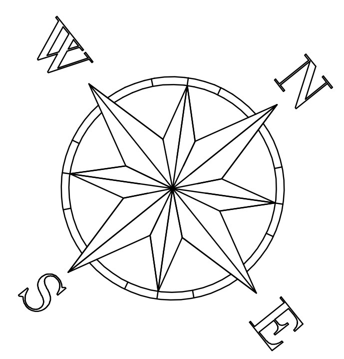
PRELIMINARY PLAT

ELLBOS, LLC

ELLIFF-BOSWELL NO. 2 SUBDIVISION

F:\0079 Elliff\079-035 Boswell Elliff No 2\Dwg\079-035.dwg, PRELIMINARY PLAT





LEGEND	
⊡S	SET CONCRETE MONUMENT WITH CAP STAMPED MEDINA 5719
⊕NS	SET NAIL WITH WASHER STAMPED MEDINA 5719
⊕XS	X MARK SET
⊕F	FOUND 1/2 INCH IRON ROD
⊡F	FOUND CONCRETE MONUMENT
	SET 1/2 INCH IRON ROD WITH CAP STAMPED MEDINA 5719
⊕NF	NAIL FOUND
⊕XF	X MARK FOUND
O.R.C.C.T.	OFFICIAL RECORDS, CAMERON COUNTY, TEXAS

* * *

BENCHMARK

U.S.C&G.S. BENCHMARK:

DESIGNATION = R48
PID = AB0461

LOCATED AT THE INTERSECTION OF W. BATTS STREET AND N. SAM HOUSTON BOULEVARD A DISK MOUNTED ON THE WALL ON ADDRESS 101 N. SAM HOUSTON AND FACING SAM HOUSTON BOULEVARD 1.7 FEET NORTH OF THE BUILDING CORNER AND 4.4 FEET ABOVE THE SIDEWALK DISK IS STAMPED U.S. COAST & GEODETIC SURVEY BENCHMARK R48 1918 ELEV. 40.276

ADJUSTED ELEVATION TO NAVD88= 39.94'

TEMPORARY BENCHMARK (T.B.M. 1)

APPROXIMATELY 420 FT SOUTH OF INTERSECTION OF LOOP 448 - BUSINESS 77 & OSCAR WILLIAMS ROAD; 43 FEET WEST OF CENTERLINE OF OSCAR WILLIAMS ROAD; A SQUARE CUT ON CONCRETE DRIVE OF THE EXIT OF THE RIO GRANDE VALLEY CREDIT UNION DRIVE THRU AND ADJACENT TO AN EXISTING FIRE HYDRANT.

ELEVATION = 37.59' (NAVD 88)

* * *

METES AND BOUNDS

BEING 4.54 ACRES OF LAND COMPRISED OF THE FOLLOWING TRACTS:
TRACT 1: 3.36 ACRES OF LAND, BEING ALL OF LOT 2 OF THE AMENDED PLAT OF BOSWELL - ELLIFF SUBDIVISION, RECORDED IN CABINET 1, PAGE 3914, MAP RECORDS, CAMERON COUNTY, TEXAS AND
TRACT 2: 1.18 ACRE OF LAND, BEING ALL OF LOT 2, BLOCK 1, CAMERON COUNTY FARM BUREAU SUBDIVISION, RECORDED IN CABINET 1, PAGE 432-A, MAP RECORDS OF CAMERON COUNTY, TEXAS;
SAID 4.54 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND BEING THE NORTHWEST CORNER OF LOT 1, SUNSHINE STRIP SUBDIVISION, RECORDED IN CABINET 1, PAGE 498-A, MAP RECORDS OF CAMERON COUNTY, TEXAS AND BEING A CORNER OF LOT 2, AMENDED PLAT OF BOSWELL - ELLIFF SUBDIVISION, FOR A CORNER AND POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; (HAVING COORDINATE VALUES OF X = 1263998.1637 Y = 16581346.9099, BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83);

1) THENCE ALONG THE WEST BOUNDARY OF SUNSHINE STRIP SUBDIVISION, SOUTH 51 DEG 17 MIN. 16 SEC. EAST, A DISTANCE OF 166.48 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SUNSHINE STRIP SUBDIVISION, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

2) THENCE ALONG THE SOUTH BOUNDARY OF SUNSHINE STRIP SUBDIVISION, NORTH 38 DEG. 42 MIN. 44 SEC. EAST, A DISTANCE OF 346.36 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND ON THE SOUTH RIGHT OF WAY OF LOOP 488-US BUSINESS HWY 77, FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

3) THENCE ALONG THE SOUTH RIGHT OF WAY OF LOOP 488-US BUSINESS HWY 77, SOUTH 51 DEG. 02 MIN. 13 SEC. EAST A DISTANCE OF 290.42 FEET TO A TAC-IN-LEAD FOUND ON THE WEST RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD (HAVING VARYING RIGHT OF WAY), FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

4) THENCE ALONG THE WEST RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD, SOUTH 38 DEG. 42 MIN. 44 SEC. WEST A DISTANCE OF 129.83 FEET TO A NAIL WITH WASHER STAMPED MEDINA 5719 FOUND, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

5) THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD SOUTH 37 DEG. 14 MIN. 01 SEC. WEST A DISTANCE OF 215.33 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND ON THE NORTH BOUNDARY OF LOT 1, AMENDED PLAT OF BOSWELL - ELLIFF SUBDIVISION, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

6) THENCE LEAVING THE NORTH RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS, NORTH 51 DEG. 17 MIN. 16 SEC. WEST, A DISTANCE OF 218.98 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

7) THENCE CONTINUING ALONG THE BOUNDARY OF LOT 1, SOUTH 72 DEG. 06 MIN. 33 SEC. WEST A DISTANCE OF 78.99 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

8) THENCE CONTINUING ALONG THE BOUNDARY OF LOT 1, SOUTH 38 DEG. 42 MIN. 43 SEC. WEST A DISTANCE OF 153.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND ON THE NORTH BOUNDARY OF CAMERON COUNTY FARM BUREAU SUBDIVISION, RECORDED IN CABINET 1, PAGE 432-A, MAP RECORDS OF CAMERON COUNTY, TEXAS, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

9) THENCE ALONG THE NORTH BOUNDARY OF CAMERON COUNTY FARM BUREAU SUBDIVISION, AND ALONG THE SOUTH BOUNDARY OF THE AMENDED PLAT OF BOSWELL - ELLIFF SUBDIVISION, SOUTH 51 DEG. 17 MIN. 16 SEC. EAST A DISTANCE OF 276.90 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 FOUND ON THE WEST RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

10) THENCE ALONG THE WEST RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD, SOUTH 38 DEG. 42 MIN. 44 SEC. WEST A DISTANCE OF 108.27 FEET TO A TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED MEDINA 5719 SET; FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS SOUTH 53 DEG. 04 MIN. 16 SEC. WEST A DISTANCE OF 1.13 FEET, FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

11) THENCE LEAVING THE WEST RIGHT OF WAY OF FM 1846 - OSCAR WILLIAMS ROAD, NORTH 51 DEG. 17 MIN. 16 SEC. WEST A DISTANCE OF 476.90 FEET TO POINT FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS NORTH 69 DEG. 36 MIN. 13 SEC. WEST A DISTANCE OF 0.48 FEET AND ANOTHER 1/2-INCH IRON ROD FOUND BEARS SOUTH 57 DEG. 04 MIN. 54 SEC. WEST A DISTANCE OF 2.45 FEET AND BEING THE EAST BOUNDARY OF A 3.359 ACRE TRACT RECORDED IN VOLUME 3880, PAGE 304, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

12) THENCE ALONG THE EAST BOUNDARY OF SAID 3.359 ACRE TRACT, NORTH 38 DEG. 42 MIN. 43 SEC. EAST A DISTANCE OF 327.22 FEET TO THE POINT OF BEGINNING; CONTAINING 4.54 ACRES OF LAND WITHIN THESE METES AND BOUNDS.

* * *

GENERAL NOTES

1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, N.A.D. 83, ESTABLISHED FOR SAN BENITO LAND AND WATER COMPANY SUBDIVISION, RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS.

2. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "MEDINA-5719".

3. THIS PROPERTY LIES WITHIN FLOOD ZONE X, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO. 48061, PANEL NO. 0270 SUFFIX "F" REVISED 16 FEBRUARY 2018.

4. THIS PROPERTY IS LOCATED WITHIN THE CITY LIMITS OF SAN BENITO AND ZONED C-2 "COMMERCIAL GENERAL RETAIL BUSINESS".

5.BUILDING YARD SETBACKS (COMMERCIAL):
  a. FRONT - 25 FEET
  b. SIDE - 5 FEET OR UTILITY EASEMENT, WHICHEVER IS GREATER.
  c. REAR - 5 FEET OR UTILITY EASEMENT, WHICHEVER IS GREATER.
  d. SIDE YARD SETBACK ON THE STREET SIDE - 10 FEET OR UTILITY EASEMENT, WHICHEVER IS GREATER.

6. VERTICAL DATUM IS BASED ON N.A.V.D. 88.

7. MINIMUM FINISHED FLOOR ELEVATION TO BE 18 INCHES ABOVE FINAL LOT GRADE OR 39.50, WHICHEVER IS GREATER.

8. THE WATER PURVEYOR IS THE CITY OF SAN BENITO.

9. THE SANITARY SEWER PURVEYOR IS THE CITY OF SAN BENITO.

10. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL OF A DRAINAGE REPORT BY THE CAMERON COUNTY DRAINAGE DISTRICT NO. 3, AS MAY BE APPLICABLE PURSUANT TO TEXAS WATER CODE 49.211, AND ANY APPLICABLE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.

11. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL BY THE CAMERON COUNTY IRRIGATION DISTRICT NO. 2 AS MAY BE APPLICABLE IN ACCORDANCE WITH STATE LAW AND THE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.

12. THE SOUTH BOUNDARY OF THE FIRE APPARATUS ACCESS SHALL BE A BUILDING SETBACK.

13. CONSTRUCTION AND INSTALLATION OF WATER LINE WITHIN THE DEVELOPMENT OR LOT ARE AT THE RESPONSIBILITY OF THE DEVELOPER/OWNER AT THEIR COST.

14. ALL CONSTRUCTION AND RELATED ACTIVITIES REQUIRES APPROVAL BY THE CITY IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES

15. HIGHEST AND LOWEST ELEVATIONS WITHIN THE PLAT
HIGH: 41.85'
LOW: 36.30'

16. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AS PER CITY OF SAN BENITO CODE OF ORDINANCES

* * *

STATE OF TEXAS
COUNTY OF TEXAS

KNOW ALL MEN BY THESE PRESENTS THAT WE, ELLBOS, LLC, OWNERS, HEREINAFTER REFERRED TO AS OWNERS OF THE TRACT OF LAND IN THE ABOVE AND FOREGOING MAP OF BOSWELL - ELLIFF NO. 2 SUBDIVISION, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAP OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS AND EASEMENTS AS SHOWN HEREIN FOR THE PURPOSES AND CONSIDERATIONS THEREON EXPRESSED AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

BY: ______________________
SAM P. BOSWELL, JR. MANAGER DATE

BY: ______________________
WILLIAM L. ELLIFF, MANAGER DATE

STATE OF TEXAS
COUNTY OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SAM P. BOSWELL JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ________ DAY OF
______________, 2025.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: ______________________

MY COMMISSION EXPIRES: ______________________

STATE OF TEXAS
COUNTY OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM L. ELLIFF, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ________ DAY OF
______________, 2025

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: ______________________

MY COMMISSION EXPIRES: ______________________

* * *

STATE OF TEXAS
COUNTY OF TEXAS

KNOW ALL MEN BY THESE PRESENTS THAT WE, ELLBOS, LLC, OWNERS, HEREINAFTER REFERRED TO AS OWNERS OF THE TRACT OF LAND IN THE ABOVE AND FOREGOING MAP OF BOSWELL - ELLIFF NO. 2 SUBDIVISION, DE HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAP OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS AND EASEMENTS AS SHOWN HEREIN FOR THE PURPOSES AND CONSIDERATIONS THEREON EXPRESSED AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

BY: ______________________
SAM P. BOSWELL, JR. MANAGER DATE

BY: ______________________
WILLIAM L. ELLIFF, MANAGER DATE

STATE OF TEXAS
COUNTY OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SAM P. BOSWELL JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ________ DAY OF
______________, 2025.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: ______________________

MY COMMISSION EXPIRES: ______________________

* * *

STATE OF TEXAS
COUNTY OF CAMERON

WE, THE UNDERSIGNED OF THE CITY OF SAN BENITO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT OF BOSWELL - ELLIFF NO. 2 SUBDIVISION, CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN BENITO, TEXAS.

APPROVED:

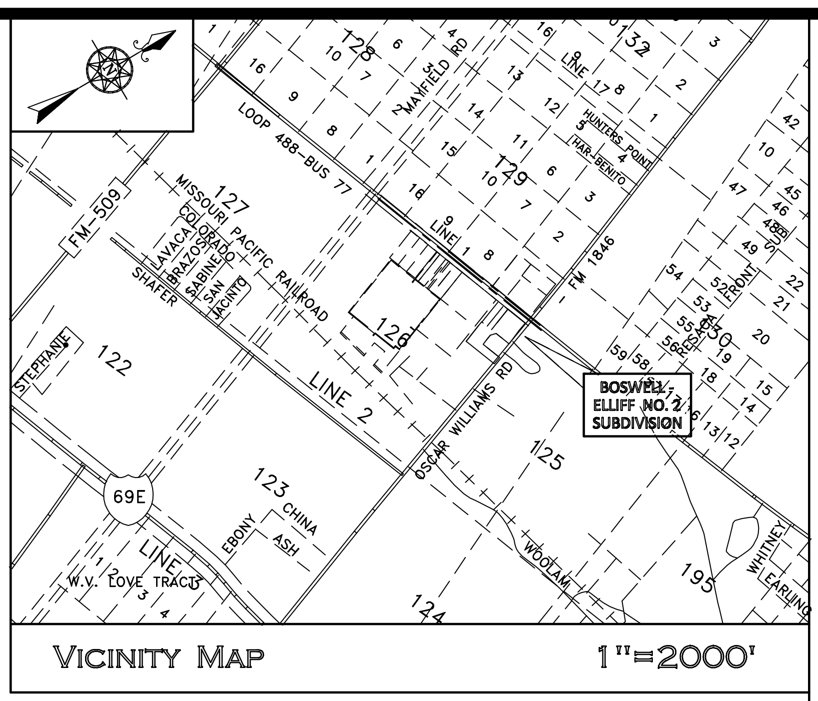
______________________ ____________
PLANNING AND ZONING CHAIRMAN DATE

______________________ ____________
MAYOR DATE

______________________ ____________
CITY ENGINEER OR
DIRECTOR OF PUBLIC WORKS DATE

______________________ ____________
CITY SECRETARY DATE

* * *



VICINITY MAP 1"=2000'

* * *

STATE OF TEXAS
COUNTY OF CAMERON

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

____
JOSE D. MEDINA, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5719

____
DATE

* * *

STATE OF TEXAS
COUNTY OF CAMERON

THIS PLAT OF "BOSWELL - ELLIFF NO. 2 SUBDIVISION" HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF SAN BENITO, CAMERON COUNTY, TEXAS AND IS HEREBY APPROVED BY THE SAN BENITO UTILITY DEPARTMENT AND CERTIFY THAT POTABLE WATER AND SEWER IS AVAILABLE TO THE "BOSWELL - ELLIFF NO. 2 SUBDIVISION".

DATED THIS ____________ DAY OF ______________, 2025.

APPROVED BY: ______________________________
MANAGER UTILITY DEPARTMENT DATE

* * *

STATE OF TEXAS
COUNTY OF CAMERON

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES OWED TO ALL OF THE TAXING UNITS REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY PAID IN FULL FOR THE YEAR 20__, FOR THE AREA INSIDE THE BOUNDARIES OF **"BOSEWELL - ELLIFF NO. 2 SUBDIVISION"**.

WITNESS MY HAND ON THIS THE _____ DAY OF ____________, 2025

____
EDELMIRO "EDDIE" GARCIA
TAX ASSESSOR-COLLECTOR

BY:______________________
DEPUTY

* * *

CAMERON COUNTY CLERK

I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, TEXAS , CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE _______ DAY OF ____________, 2025 AT ________ AM / PM IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS WITH DOCUMENT NO. ______________________.

____
DEPUTY

* * *

DEVELOPER: ELLBOS, LLC
1401 W. BUSINESS 77
SAN BENITO, TEXAS 78586
(956) 399-1211

* * *

NUMBER OF LOTS: 2

FINAL PLAT
BOSWELL - ELLIFF NO. 2
SUBDIVISION

BEING 4.54 ACRES OF LAND COMPRISED OF THE FOLLOWING TRACTS:
TRACT 1: 3.36 ACRES OF LAND, BEING ALL OF LOT 2 OF THE AMENDED PLAT OF BOSWELL - ELLIFF SUBDIVISION, RECORDED IN CABINET 1, PAGE 3914, MAP RECORDS, CAMERON COUNTY, TEXAS AND
TRACT 2: 1.18 ACRE OF LAND, BEING ALL OF LOT 2, BLOCK 1, CAMERON COUNTY FARM BUREAU SUBDIVISION, RECORDED IN CABINET 1, PAGE 432-A, MAP RECORDS OF CAMERON COUNTY, TEXAS.

FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
HARLINGEN, TEXAS 78552
PHONE (956) 364-2236 FAX (956) 364-1023
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO.: 10037000
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO.: F-897

FERRIS, FLINN & MEDINA, LLC
ENGINEERS SURVEYORS
1405 N. STUART PLACE ROAD
HARLINGEN, TEXAS 78552
PHONE (956) 364-2236 FAX (956) 364-1023
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
FIRM REGISTRATION NO.: 100370-00
TEXAS BOARD OF PROFESSIONAL ENGINEERS
FIRM REGISTRATION NO.: F-897

FINAL PLAT

ELLBOS, LLC

BOSWELL - ELLIFF NO. 2 SUBDIVISION

SCALE:	1"= 60'
DRAWN BY:	J. MEDINA
FILE:	079-035
PLOT DATE:	24 JULY 2025

PLAT PAGE:
1
OF1 SHEET

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the amended Final Plat of Liberty Estates Phase III Subdivision, being 13.97-acre subdivision out of blocks Six (6), Seven (7), and Eight (8), Cunningham's Subdivision of Block Thirty-Five (35), Recorded in Volume 1 Page 43, Map Records of Cameron County, Texas. Applicant: JNSP Properties LLC.

RECOMMENDATION:
The Planning and Zoning Board recommends approval.

RATIONALE:
This subdivision amendment updates the minimum finished floor elevation from 40.00 feet MSL to 39.00 feet MSL. Plat note Number 2 has been updated to read "Minimum finish floor elevation shall be 39.00 feet MSL or 24 inches above crown of adjacent road, whichever is greater". The final plat complies with all applicable city ordinances and state statutes.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

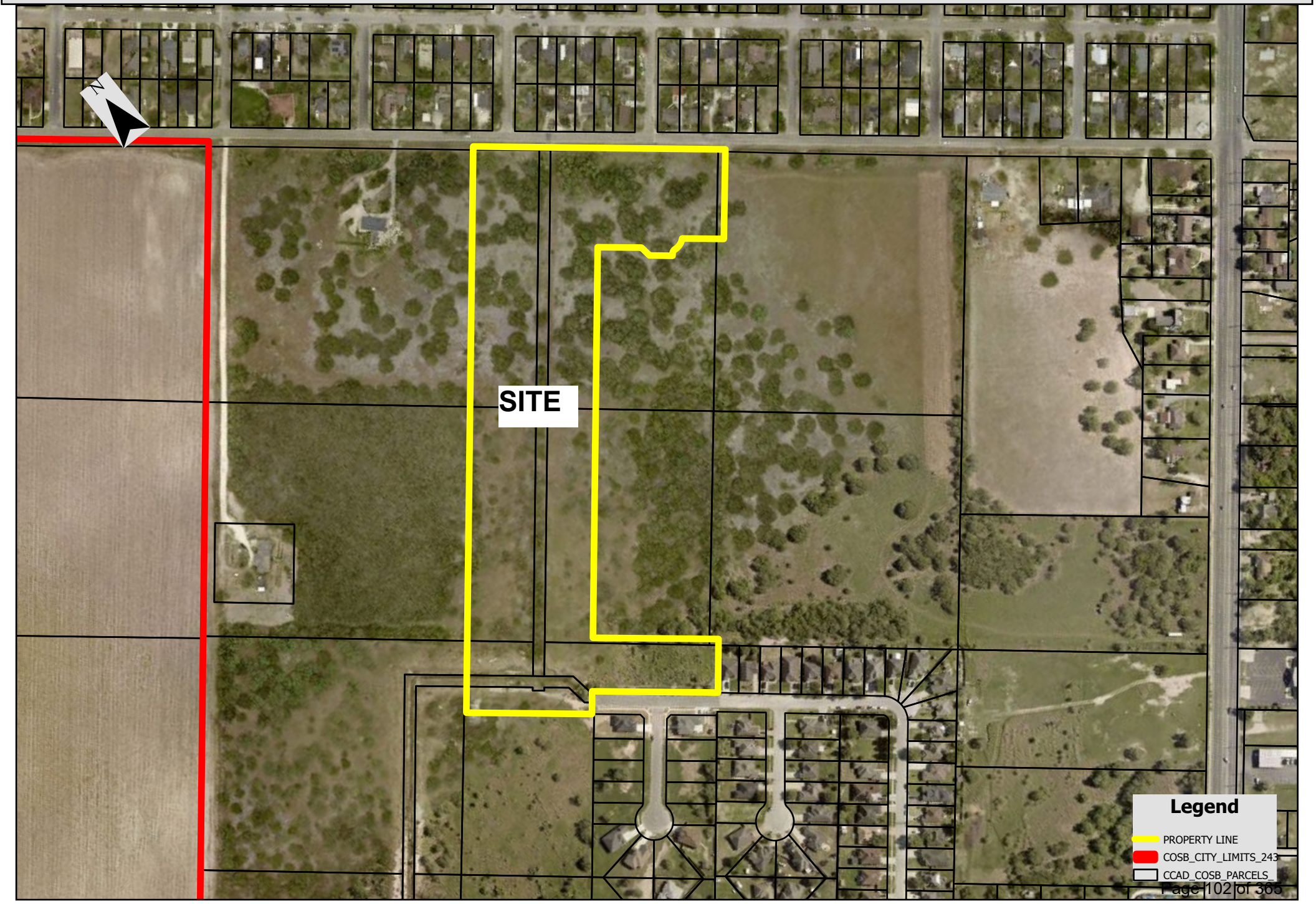
EXHIBITS: Location Map
Amended Final Plat

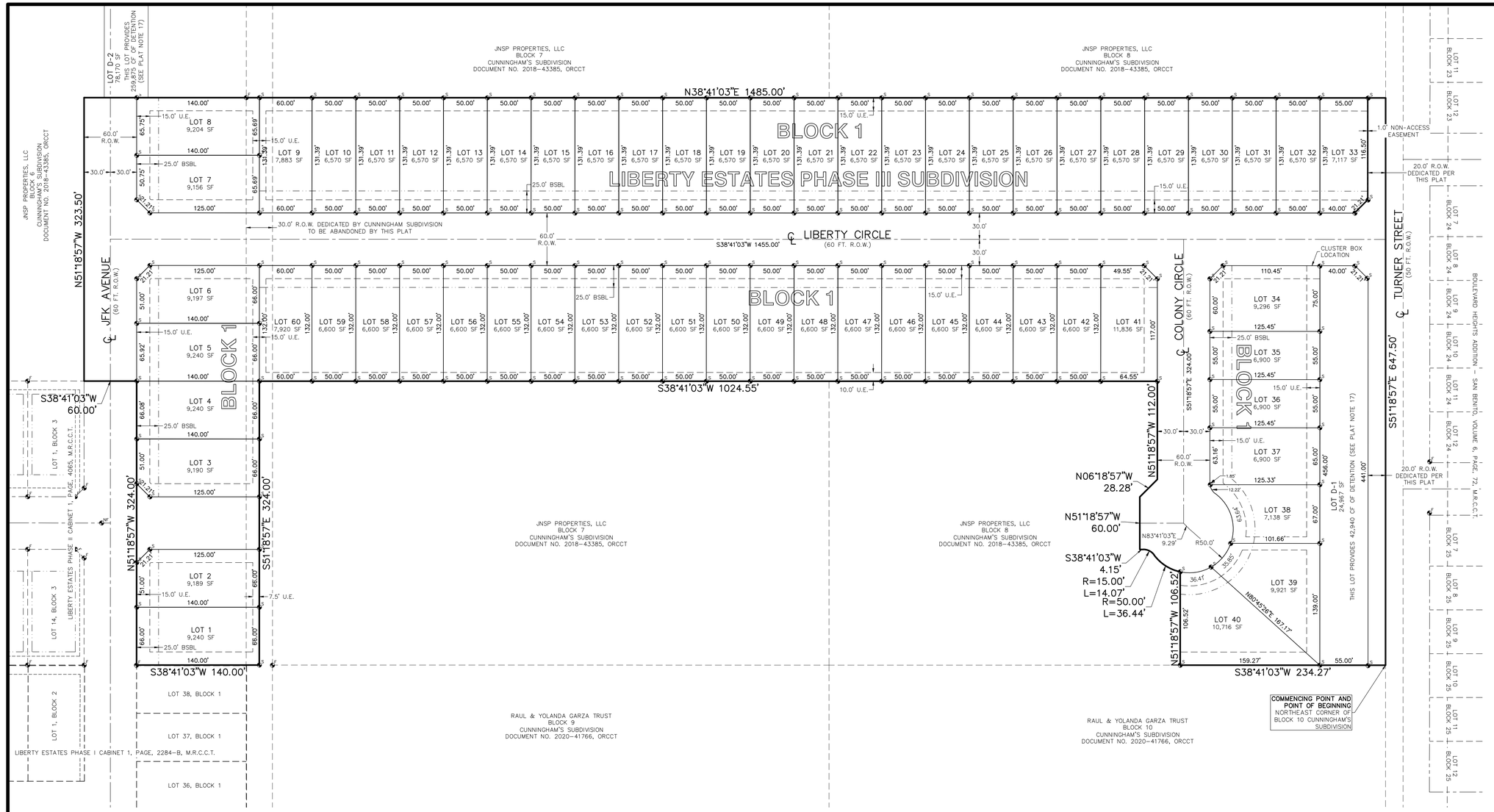
PREPARED BY: Monica L Rodriguez

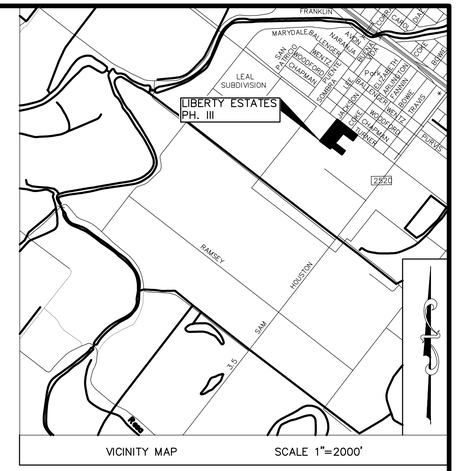
_____ 12/09/2025
Planning Manager Date

Fred R. Sandoval
Fred Sandoval
City Manager

Location Map
Blocks Six (6), (7) & (8) Cunningham's Subdivision of Block 35
Amended Final Plat of Liberty Estates Ph III







NOTES

1. FLOOD ZONE CLASSIFICATION
THIS SUBDIVISION LIES IN ZONE "X" AS PER THE NATIONAL FLOOD INSURANCE RATE MAP OF COMMUNITY NUMBER 480113, PANEL NUMBER 0270, SUFFIX "F", REVISED FEBRUARY 16, 2018 (MAP: 48061C0410F)

2. MINIMUM FINISH FLOOR ELEVATION SHALL BE 39.00 FEET MSL OR 24 INCHES ABOVE CROWN OF ADJACENT ROAD, WHICHEVER IS GREATER.

3. BASIS OF BEARINGS: AS PER STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

4. BUILDING SETBACKS ARE AS FOLLOWS:
A) FRONT = 25 FEET
B) SIDE = 5 FEET OR UTILITY EASEMENT (WHICHEVER IS GREATER)
C) REAR = 15 FEET OR UTILITY EASEMENT (WHICHEVER IS GREATER)
D) STREET SIDE = 10 FEET OR UTILITY EASEMENT (WHICHEVER IS GREATER)

5. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED MOORE 6370

6. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS SUBDIVISION IS INTENDED TO BE A SINGLE FAMILY RESIDENTIAL DEVELOPMENT.

7. A BUILDING PERMIT IS REQUIRED PRIOR TO CONSTRUCTION OF ANY IMPROVEMENT.

8. ALL CONSTRUCTION AND RELATED ACTIVITIES REQUIRE THE APPROVAL BY THE CITY OF SAN BENITO IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES.

9. THE WATER PURVEYOR IS THE CITY OF SAN BENITO.

10. THE SANITARY SEWER PURVEYOR IS THE CITY OF SAN BENITO.

11. PUBLIC SIDEWALKS ARE REQUIRED IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES.

12. FIRE HYDRANTS WILL BE REQUIRED AS PER THE CITY OF SAN BENITO CODE OF ORDINANCES.

13. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL OF A DRAINAGE REPORT BY THE CAMERON COUNTY DRAINAGE DISTRICT NO. 3 AS MAY BE APPLICABLE PURSUANT TO THE TEXAS WATER CODE 49.211, AND ANY APPLICABLE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTORS.

14. ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS IS SUBJECT TO APPROVAL BY THE CAMERON COUNTY IRRIGATION DISTRICT NO. 2 AS MAY BE APPLICABLE IN ACCORDANCE WITH STATE LAW AND THE POLICIES AND REGULATIONS ADOPTED BY THE DISTRICT'S BOARD OF DIRECTOR'S.

15. ONE-SITE DETENTION PONDS SHALL BE PRIVATE AND PROPERTY(S) SHALL BE RESPONSIBLE FOR PROPER MAINTENANCE AND OPERATION.

16. IF MULTI LOTS OR TRACT ARE UTILIZING A COMMON ON-SITE DETENTION POND, THE PROPERTY MAINTENANCE AND OPERATION WILL BE THE PROPERTY OWNERS THROUGH A LEGALLY FORMED ENTITY LIKE A PROPERTY OWNERS' ASSOCIATION, OR EQUIVALENT, AND SUBJECT TO THE APPROVAL BY THE CITY COMMISSION DURING THE FINAL PLAT PROCESS.

17. LOTS D-1 & D-2 ARE INTENDED FOR DETENTION USE ONLY. LOT D-1 PROVIDES 42,940 CF OF STORAGE AND LOT D-2 PROVIDES 259,875 CF STORAGE.

18. THE PROPERTY IS LOCATED WITHIN THE CITY LIMITS AND IS ZONED SF-1 SINGLE FAMILY ONE.

STATE OF TEXAS
COUNTY OF CAMERON

I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE _____ DAY OF _____, 20____ AT _____ O'CLOCK __M IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT NO. _____.

BY: _____ DEPUTY

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, PHASE III MANAGING PARTNERS, LLC, AS OWNERS OF THE 13.97 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE **LIBERTY ESTATES PHASE III** HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE, 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENT OF STATE STANDARDS;

(C) ELECTRIC CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

_____ _____
PHASE III MANAGING PARTNERS, LLC DATE

STATE OF TEXAS
COUNTY OF CAMERON

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED REPRESENTATIVE FOR PHASE III MANAGING PARTNERS, LLC, PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSES TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC IN AND FOR
CAMERON COUNTY, TEXAS

BENCHMARK

NATIONAL GEODETIC SURVEY BENCHMARK
DESIGNATION G1422/PID AB1305
ELEV. 52.49' (DATUM IS NAVD 88)
A STAINLESS STEEL ROD LOCATED APPROXIMATELY
1.85 MILE EAST OF LA FERIA AT THE NORTHEAST
CORNER OF RESTLAWN CEMETERY, ON THE SOUTH
SIDE OF U.S. BUSINESS 83.

STATE OF TEXAS
COUNTY OF CAMERON

WE, THE UNDERSIGNED, OF THE CITY OF SAN BENITO, HEREBY CERTIFY THAT THIS SUBDIVISION AMENDED PLAT OF **LIBERTY ESTATES PHASE III SUBDIVISION** CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS AS PER ORDINANCE NUMBER 2103 OF THE CITY WHEREIN OUR APPROVAL IS REQUIRED.

APPROVED: _____
CHAIRPERSON-PLANNING COMMISSION OF SAN BENITO DATE

APPROVED: _____
MAYOR, CITY OF SAN BENITO DATE

APPROVED: _____
CITY ENGINEER OR DIRECTOR OF DATE
PUBLIC WORKS, CITY OF SAN BENITO

ATTEST: _____
CITY SECRETARY, CITY OF SAN BENITO DATE

STATE OF TEXAS
COUNTY OF CAMERON

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES OWED TO ALL OF THE TAXING UNITS REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY PAID IN FULL FOR THE YEAR 2024, FOR THE AREA INSIDE THE BOUNDARIES OF **LIBERTY ESTATES PHASE III SUBDIVISION.**

WITNESS MY HAND ON THIS THE
_____ DAY OF _____, 20___.

_____
EDELMIRO "EDDIE" GARCIA
TAX ASSESSOR-COLLECTOR

BY: _____
DEPUTY

STATE OF TEXAS
COUNTY OF CAMERON

I, THE UNDERSIGNED, ENGINEER WHO IS DULY REGISTERED TO PRACTICE IN THE STATE OF TEXAS, HEREBY CERTIFIES AS FOLLOWS:
THE WATER AND SEWER FACILITIES ARE HEREINABOVE DESCRIBED BY THE DEVELOPER ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER V.T.C.A., WATER CODE 16.343 AND COMPLY IN ALL RESPECTS WITH STATE, COUNTY, AND MUNICIPAL LAW.

EXECUTED THIS DAY_____ OF _____, 20____.

_____
DUSTIN MOORE, PE
TX LIC NO. – 119107



STATE OF TEXAS
COUNTY OF CAMERON

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

_____
CODY MICHAEL MOORE, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6370



_____
DATE

CAMERON COUNTY IRRIGATION DISTRICT NO. 2 APPROVAL

STATE OF TEXAS
COUNTY OF CAMERON

CAMERON COUNTY IRRIGATION DISTRICT NUMBER TWO, HAS CONSIDERED AND APPROVED THIS PLAT SUBJECT TO NOTICE THAT IRRIGATION WATER WILL BE PROVIDED ONLY TO DISTRICT DESIGNATED OUTLETS. ANY ADDITION OR CHANGES MUST MEET WITH APPROVAL FROM DISTRICT AND BE AT OWNER'S EXPENSE, AND THAT NO STRUCTURE (INCLUDING WITHOUT LIMITATION, FENCES AND BUILDINGS) SHALL BE CONSTRUCTED OR ERECTED ON ANY IRRIGATION RIGHT-OF-WAY OR IRRIGATION EASEMENT OF THE DISTRICT SHOWN ON THIS PLAT, APPROVAL IS GIVEN ONLY AS IT RELATES TO ANY MAY AFFECT THE FACILITIES OF THE DISTRICT, ON CONSIDERATION IS GIVEN TO ANY OTHER MATTERS; ANY FAILURE TO RECORD THIS PLAT IN THE OFFICE OF THE COUNTY CLERK OF CAMERON COUNTY WITHIN ONE YEAR AFTER THIS DATE SHALL CAUSE THIS APPROVAL TO BECOME VOID.

DATED THIS _____ DAY OF
_____, 20____.

APPROVED BY: _____

CAMERON COUNTY DRAINAGE DISTRICT NO. 3 APPROVAL

STATE OF TEXAS
COUNTY OF CAMERON

CAMERON COUNTY DRAINAGE DITSRICT NO. 3 HEREBY APPROVES THIS SUBDIVISION ON THE CONDITION THAT THE DISTRICT DOES NOT WARRANT THE ADEQUACY OF ITS DRAINAGE SYSTEM IN CASE OF HEAVY RAINFALL, AND THAT IT WILL NO BE CALLED UPON, BY PRESENT OR FUTURE OWNERS OF ANY LOT OR LOTS IN THIS SUBDIVISION, TO CORRECT ANY DRAINAGE OR FLOODING PROBLEMS ON ANY OF THE LOTS IN SAID SUBDIVISION. APPROVAL IS GIVEN ONLY AS IT RELATES TO AND MAY AFFECT THE FACILITIES OF THE DISTRICT; NO CONSIDERATION IS GIVEN TO ANY OTHER MATTERS. ANY FAILURE TO RECORD THIS PLAT IN THE OFFICE OF THE COUNTY CLERK OF CAMERON COUNTY WITHIN ONE YEAR AFTER THIS DATE SHALL CAUSE THIS APPROVAL TO BECOME VOID.

DATED THIS _____ DAY OF
_____, 20____.

_____
PRESIDENT

METES AND BOUNDS DESCRIPTION

BEING 13.97 ACRES OF LAND OUT OF BLOCKS EIGHTS (8), NINE (9), & TEN (10), CUNNINGHAM'S SUBDIVISION OF BLOCK 35, RECORDED IN VOLUME 1, PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS; SAID 13.97 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 10, FOR THE NORTH CORNER AND POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

1) THENCE ALONG THE NORTH BOUNDARY OF BLOCK 10, SOUTH 38 DEG. 41 MIN. 03 SEC. WEST A DISTANCE OF 234.27 FEET TO A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

2) THENCE LEAVING THE NORTH BOUNDARY OF BLOCK 10, NORTH 51 DEG. 18 MIN. 57 SEC. WEST A DISTANCE OF 106.52 FEET TO AN IRON ROD WITH PLASTIC CAP STAMPED "MOORE 6370" SET ON THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

3) THENCE CONTINUING ALONG SAID CURVE TO THE RIGHT, WITH A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 36.44 FEET, AND A CENTRAL ANGLE OF 41 DEG. 45 MIN. 44 SEC., HAVING A CHORD BEARING OF NORTH 70 DEG. 20 MIN. 16 SEC. EAST AND A CHORD DISTANCE OF 33.65 FEET TO AN IRON ROD WITH PLASTIC CAP STAMPED "MOORE 6370"SET ON THE POINT OF CURVATURE OF A CURVE TO THE LEFT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

4) THENCE CONTINUING ALONG SAID CURVE TO THE LEFT, WITH A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 14.07 FEET, AND A CENTRAL ANGLE OF 53 DEG. 45 MIN. 14 SEC., HAVING A CHORD BEARING OF SOUTH 68 DEG. 58 MIN. 00 SEC. WEST AND A CHORD DISTANCE OF 15.51 FEET TO AN IRON ROD WITH PLASTIC CAP STAMPED "MOORE 6370"SET ON A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

5) THENCE SOUTH 38 DEG. 41 MIN. 03 SEC. WEST A DISTANCE OF 4.15 FEET TO A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

6) THENCE NORTH 51 DEG. 18 MIN. 57 SEC. WEST A DISTANCE OF 80.00 FEET TO A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

7) THENCE NORTH 06 DEG. 18 MIN. 57 SEC. WEST A DISTANCE OF 28.28 FEET TO A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

8) THENCE NORTH 51 DEG. 18 MIN. 57 SEC. WEST A DISTANCE OF 112.00 FEET TO A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

9) THENCE SOUTH 38 DEG. 41 MIN. 03 SEC. WEST A DISTANCE OF 1024.55 FEET TO A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

10) THENCE SOUTH 51 DEG. 18 MIN. 57 SEC. EAST A DISTANCE OF 324.00 FEET TO A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

11) THENCE SOUTH 38 DEG. 41 MIN. 03 SEC. WEST A DISTANCE OF 140.00 FEET TO AN IRON ROD FOUND, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

12) THENCE NORTH 51 DEG. 18 MIN. 57 SEC. WEST A DISTANCE OF 324.00 FEET TO A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

13) THENCE SOUTH 38 DEG. 41 MIN. 03 SEC. WEST A DISTANCE OF 60.00 FEET TO A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

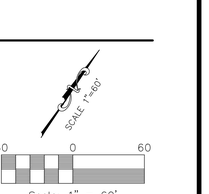
14) THENCE NORTH 51 DEG. 18 MIN. 57 SEC. WEST A DISTANCE OF 323.50 FEET TO A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

15) THENCE NORTH 38 DEG. 41 MIN. 03 SEC. EAST A DISTANCE OF 1485.00 FEET TO A POINT, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

16) THENCE SOUTH 51 DEG. 18 MIN. 03 SEC. EAST A DISTANCE OF 1485.00 FEET TO THE POINT OF BEGINNING; CONTAINING 13.97 ACRES OF LAND WITHIN THESE METES AND BOUNDS.

LEGEND

●	IRON ROD FOUND
●	CONC. MONUMENT SET
■	CONC. MONUMENT FOUND
●	NAIL FOUND
○	NAIL SET
●	IRON ROD SET WITH CAP STAMPED "MOORE-6370"
U.E.	UTILITY EASEMENT
BSBL	BUILDING SET BACK LINE
ROW	RIGHT-OF-WAY



AMENDED FINAL PLAT OF:

LIBERTY ESTATES PHASE III SUBDIVISION

13.97 ACRES OF LAND OUT OF BLOCKS SIX (6), SEVEN (7), & EIGHT (8) **CUNNINGHAM'S SUBDIVISION OF BLOCK 35,** RECORDED IN VOLUME 1, PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS.

SUBDIVIDED FOR: PHASE III MANAGING PARTNERS, LLC
114 N. NUECES PARK LN.
HARLINGEN, TEXAS 78552
956-607-8329

PLOT DATE: MAY 29, 2025 | JOB NO: 82032

Moore Land Surveying, LLC
14216 Palis Drive, La Feria, TX 78559
(956)245-0988 TBPLS Firm No. 10194186
(956)245-4651 TBPE Firm No. 19190

SHEET 1 OF 1

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the minutes of the November 4, 2025 City of San Benito Regular City Commission Meeting.

RECOMMENDATION:
City Administration recommends approval.

RATIONALE:
Upon approval of the minutes, they will be archived in permanent docket.

BUDGET IMPACT:
None.

RESOURCE PERSONNEL:
Ruth McGinnis, City Secretary

EXHIBITS: November 04 2025 RCCM Minutes

PREPARED BY: Ruth McGinnis
City Secretary

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

MINUTES OF THE CITY OF SAN BENITO REGULAR CITY COMMISSION MEETING

On November 4, 2025, the City Commission convened for a Regular City Commission Meeting at the San Benito Municipal Building, Cesar Gonzalez Meeting Hall, 401 North Sam Houston Boulevard, San Benito, Texas.

City Commission Members Present: Ricardo Guerra, Mayor; Tom Goodman, Mayor Pro Tem; Deborah A. Morales, Commissioner, Place 2; Pete A. Galvan, Commissioner Place 3; Jose E. Navarro, Commissioner Place 4.

City Administration Personnel Present: Fred Sandoval, City Manager; Diana C. Garza, Assistant City Manager; Ruth McGinnis, City Secretary; Javier Villalobos, City Attorney; Eden Ramirez, Attorney, in place of Eric Flores, Attorney.

Eric Flores, Attorney, was not present.

ITEM 1. WELCOME.

Mayor Ricardo Guerra called the meeting to order at 5:32 p.m., confirming a quorum.

ITEM 2. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG AND TO THE TEXAS FLAG.

All present recited the pledge of allegiance to the U.S. Flag and to the Texas Flag.

ITEM 3. INVOCATION.

Mayor Pro Tempore Tom Goodman led the invocation.

ANNOUNCEMENT(S)

Commissioner Deborah Morales announced the following events: November 5 Spirit Night Sponsorship Event; November 7 Free Produce Distribution in Partnership with the RGV Food Bank; November 7 Tu Salud Si Cuenta Free Flu Vaccine Clinic; November 12 and November 14 San Benito Police and Fire Departments Thanksgiving Donation Food Drive; November 14 Walking School Bus.

PROCLAMATION

1. READING OF PROCLAMATION DESIGNATING NOVEMBER AS CHILDREN'S GRIEF AWARENESS MONTH AND NOVEMBER 20, 2025 AS CHILDREN'S GRIEF AWARENESS DAY.

Mayor Ricardo Guerra and the City Commission each read a paragraph from the proclamation and presented it to representative from Children's Bereavement Center.

PUBLIC COMMENTS (Speakers/Remarks limited to three minutes).

Ruth McGinnis, City Secretary, announced two citizens signed up to speak during the Public Comments portion of the meeting.

Mr. Eddie Loa requested that the Commission consider the item concerning access to the easement at a future meeting and expressed hope that the matter can be resolved.

Maria Felipa Grimaldo expressed her disappointment with management of City Cemetery and explained she has been trying to resolve an issue with no success with the City's Parks and Recreation Department.

PRESENTATIONS

PRESENTATION OF THE CITY MANAGER'S REPORT.

Fred Sandoval, City Manager, indicated he will be attending the Football Game on Friday and invited the public to interact with Administration and City Commission. The Parks and Recreation Department is organizing a Veteran's Day Event on November 15 in partnership with the School District and Mr. Roy Garcia. Mr. Sandoval announced he will be leaving out of town after the meeting with Mayor Ricardo Guerra and Mayor Pro Tem Tom Goodman to meet with North American Development Bank and Atkins Group, and another development group.

PUBLIC HEARING(S)

Fred Sandoval, City Manager, read Public Hearings 1 through 4 for the record.

Mayor Ricardo Guerra opened the Public Hearing at 5:47 p.m.

1. PUBLIC HEARING ON A REQUEST FOR A CONDITIONAL USE PERMIT TO PLACE A STORAGE BUILDING GREATER THAN 200 SQUARE FEET AT A PROPERTY LOCATED AT 1510 FM 732 ZONED SF-1 "SINGLE FAMILY ONE" BEARING A LEGAL DESCRIPTION OF: LOT TWO (2), HONEY BEE SUBDIVISION, SAN BENITO, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 1, PAGE 4633, CAMERON COUNTY, TEXAS. APPLICANT: ORLANDO GARZA.

2. PUBLIC HEARING ON A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW AN EVENT CENTER (DANCE RECEPTION) WITH ALCOHOL AT A PROPERTY LOCATED AT 2480 WEST BUSINESS 77 ZONED C-2 "COMMERCIAL GENERAL RETAIL BUSINESS", BEARING A LEGAL DESCRIPTION OF BEING 2.01 ACRES OF LAND OUT OF LOT 9, BLOCK 147, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CAMERON COUNTY, TEXAS, RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS, BEING COMPROMISED OF THE TRACTS OF LAND DESCRIBED IN VOLUME 23355, PAGE 193, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS. APPLICANT: ROMEL ORLANDO PUENTE.

3. PUBLIC HEARING ON A REQUEST TO REZONE A PROPERTY LOCATED AT 24987 PENNSYLVANIA AVENUE BEARING A LEGAL DESCRIPTION: BEING A 10.623 ACRE TRACT OF LAND (GROSS) MORE OR LESS, OUT OF BLOCK THIRTY-ONE (31), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, BEING A PART OF THE CONCEPCION DE CARRICITOS GRANT, CAMERON COUNTY, TEXAS ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM AO "AGRICULTURE AND OPEN SPACE" TO C-1 "COMMERCIAL RESTRICTED BUSINESS". APPLICANT: FELIPE ESQUIVEL & DIANA GONZALEZ.

4. PUBLIC HEARING ON A REQUEST TO REZONE A PROPERTY LOCATED ON SCHNEIDER ROAD BEARING A LEGAL DESCRIPTION BEING: 10.60 ACRES OF LAND OUT OF LOTS 27, 31, 34 AND 37, ROSE SUBURBAN SUBDIVISION, CAMERON COUNTY, TEXAS RECORDED IN VOLUME 2, PAGE 17, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM AO "AGRICULTURE AND OPEN SPACE" TO SF-1 "SINGLE FAMILY ONE". APPLICANT: EMILIANO ROSEL.

Mayor Ricardo Guerra closed the Public Hearing at 5:48 pm.

CONSENT AGENDA ITEM(S)

Commissioner Pete A. Galvan requested Item 3, and Item 5 be moved out of sequence for discussion and action. Seconded by Commissioner Deborah Morales.

Commissioner Deborah Morales moved to approved Consent Agenda Item 1, Item 2, Item 4, Item 6, Item 7, and Item 8, motion seconded by Mayor Pro Tem Tom Goodman and carried unanimously.

ITEM 1. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A REQUEST FOR A CONDITIONAL USE PERMIT TO PLACE A STORAGE BUILDING GREATER THAN 200 SQUARE FEET AT A PROPERTY LOCATED AT 1510 FM 732 ZONED SF-1 "SINGLE FAMILY ONE" BEARING A LEGAL DESCRIPTION OF: LOT TWO (2), HONEY BEE SUBDIVISION, SAN BENITO, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 1, PAGE 4633, CAMERON COUNTY, TEXAS. APPLICANT: ORLANDO GARZA.

ITEM 2. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW AN EVENT CENTER (DANCE RECEPTION) WITH ALCOHOL AT A PROPERTY LOCATED AT 2480 W. BUSINESS 77 ZONED C-2 "COMMERCIAL GENERAL RETAIL BUSINESS", BEARING A LEGAL DESCRIPTION OF BEING 2.01 ACRES OF LAND OUT OF LOT 9, BLOCK 147, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CAMERON COUNTY, TEXAS, RECORDED IN TRACTS OF LAND DESCRIBED IN VOLUME 23355, PAGE 193, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS. APPLICANT: ROMEL ORLANDO PUENTE.

ITEM 3. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A VARIANCE TO ALLOW THE INSTALLATION OF A SIX-INCH WATER LINE TO SERVICE A PROPOSED SUBDIVISION LOCATED INSIDE CITY LIMITS. THE PROPERTY IS LOCATED ON SCHNEIDER RD. AND IS LEGALLY DESCRIBED 10.60 ACRES OF LAND OUT OF LOTS 27, 31, 34 AND 37, ROSE SUBURBAN SUBDIVISION, CAMERON COUNTY, TEXAS RECORDED IN VOLUME 2, PAGE 17, MAP RECORDS OF CAMERON COUNTY, TEXAS. APPLICANT: EMILIANO ROSEL.

Monica Rodriguez, Planner I, presented this item explaining the applicant is seeking a variance to allow the proposed nine lot residential subdivisions to be served by the City of San Benito and indicated the Planning and Zoning Board recommended approval.

Commissioner Pete A. Galvan asked whether the Board had approved unanimously and if there was a reason for under sizing the line.

Ms. Rodriguez in response indicated that the Board approved unanimously and the water line on Schneider Road is two inches shorter.

Commissioner Pete A. Galvan asked if there were fire hydrants in this area and expressed concern about whether the reduction in size would meet the needs of a fire hydrant.

Ms. Rodriguez stated the Fire Marshal recommended approval as well and foresaw no issues.

Commissioner Pete A. Galvan asked what size is required for a fire hydrant.

Ms. Rodriguez in response confirmed the required size was eight inches.

Commissioner Pete A. Galvan asked why the city does not install an eight-inch water line now so that the developer can add onto it and then a fire hydrant can be installed there.

Ms. Rodriguez explained that when the property subdivides, which happens at the end of the process, then it will be required for the developer to comply.

Commissioner Pete A. Galvan asked if they will be able to comply if the city installs a six-inch line.

Enrique Hernandez, Assistant Director of Administrative Services, clarified that the fire hydrant minimum is a six-inch line. He explained that Line 17 currently has a six-inch water line and the proposed development would be required to install fire hydrant within 500 feet.

Commissioner Pete A. Galvan asked for documentation showing the fire marshal signed off on this proposal.

Mr. Hernandez indicated that the Fire Marshall provided comments supporting the installation of a six-inch waterline pending a variance, however, there is no written documentation.

Commissioner Pete A. Galvan asked why the ordinance does not read six inches.

Mr. Hernandez stated that the requirement for residential areas is eight inches and the requirement for commercial areas is ten inches. He added that a six-inch waterline would suffice and indicated the plans were reviewed by the City's consulting engineer and by the Fire Marshal.

Commissioner Pete A. Galvan asked for the name of the consulting engineer for the city.

Mr. Hernandez stated the consulting engineer is Scheibe Consultants from Harlingen and Austin.

Commissioner Pete A. Galvan asked whether this was ETJ or City Limits.

Mr. Hernandez confirmed this was city limits.

Mr. Emiliano Rosel, engineer of Scheibe Consultants explained their request is to install a six-inch waterline on Schneider Road with a variance. He explained that each city has its own requirements and there are no minimum standards nationwide.

Commissioner Pete A. Galvan asked for clarification on whether the entire Line 17 waterline would be six-inches.

Mr. Rosel confirmed that this was their request and was reviewed by the Fire Department.

Mayor Pro Tem Tom Goodman moved to approve Consent Agenda Item 3, to approve a Variance to allow the installation of a six-inch water line to service a proposed subdivision located inside city limits. The property is located on Schneider Rd. and is legally described 10.60 acres of land out of lots 27, 31, 34 and 37, Rose Suburban Subdivision, Cameron County, Texas recorded in Volume 2, Page 17, Map Records of Cameron County, Texas. Applicant: Emiliano Rosel, motion was seconded by Commissioner Jose E. Navarro and carried unanimously.

ITEM 4. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PRELIMINARY AND FINAL PLAT OF TIERRA PROMETIDA SUBDIVISION, AND TO ACCEPT MONEY IN ESCROW FOR ANY PUBLIC INFRASTRUCTURE IMPROVEMENTS REQUIRED, THE SUBDIVISION IS LOCATED ON FM 509 BEARING A LEGAL DESCRIPTION OF: BEING A 5.13 ACRE TRACT OF LAND OUT OF BLOCK ONE HUNDRED AND TWENTY ONE (121), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS; AND FURTHER BEING THAT SAME PROPERTY RECORDED IN VOLUME 7907, PAGE 101 OF THE OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS. APPLICANT: VELA'S 4 STARS LLC.

ITEM 5. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PRELIMINARY AND FINAL PLAT OF FUN N SUN SUBDIVISION, LOCATED ON THE NORTH EAST CORNER OF ZILLOCK ROAD AND RATLIFF ROAD WITH A LEGAL DESCRIPTION OF: BEING 40.00 ACRES OF THE EAST ONE-HALF (1/2) OF THE NORTH EAST ONE-FOURTH (1/4) AND THE EAST ONE-HALF (1/2) OF THE SOUTH EAST ONE-FOURTH (1/4) OF BLOCK ONE HUNDRED EIGHTEEN (118), SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS. APPLICANT: MHC FUN N SUN, LLC.

Monica Rodriguez, Planner I, explained that the Developer is proposing to place 177 mobile homes in this lot which will connect to city's water and sewer system and the developer will install twelve fire hydrants.

Commissioner Pete A. Galvan asked where the connection would begin and what size the connection would be.

Ms. Rodriguez stated they will connect an eight-inch line coming from Ratliff Road.

Commissioner Pete A. Galvan asked whether the connection could be made from the commercial development off the highway or from across the street.

Ms. Rodriguez indicated that the nearest available connection is on Ratliff Road.

Enrique Hernandez, Assistant Director of Administrative Services, added that the existing line on Charles Barber Road and Zillock Road will cross over the entire frontage of their development. They will run a 12' line.

Commissioner Pete A. Galvan expressed concern to City Attorney Villalobos.

City Attorney Javier Villalobos, in response stated this is a different area and if the project meets all requirements there is no reason to delay approval.

Mayor Pro Tem Tom Goodman moved to approve Consent Agenda Item 5, to approve the Preliminary

and Final Plat of Fun N Sun Subdivision, located on the North East Corner of Zillock Road and Ratliff Road with a Legal Description of: being 40.00 acres of the East One-Half (1/2) of the North East One-Fourth (1/4) and the East One-Half (1/2) of the South East One-Fourth (1/4) of Block One Hundred Eighteen (118), San Benito Land and Water Company Subdivision, Cameron County, Texas, according to the map or plat thereof recorded In Volume 1, Page 6, Map Records Of Cameron County, Texas. Applicant: MHC FUN N SUN, LLC., motion was seconded by Mayor Ricardo Guerra and carried unanimously.

ITEM 6. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FINAL PLAT AND FORMALLY ACCEPT THE PUBLIC INFRASTRUCTURE FOR SAN SEBASTIAN SUBDIVISION PHASE II, BEARING A LEGAL DESCRIPTION OF: BEING A 17.366 ACRE TRACT OF LAND OUT OF LOTS 2, 7, 10, AND 15, BLOCK 129, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS, CAMERON COUNTY, TEXAS. APPLICANT: SHIELD ENTERPRISES LLC. APPLICANT: MASA-BEGA, DEVELOPMENT LLC.

ITEM 7. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE SEPTEMBER 16, 2025 CITY OF SAN BENITO REGULAR CITY COMMISSION MEETING AND THE OCTOBER 14, 2025 CITY OF SAN BENITO SPECIAL CITY COMMISSION MEETING.

ITEM 8. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NUMBER 2103-010-11-2025(Z), AN ORDINANCE AMENDING ORDINANCE NUMBERS 2103, 2103-1, 2103-2, 2103-3, 2103-4, 2103-5, 2103-006-12-2023(Z), 2103-007-12-2023(Z), 2103-007-08-2024, 2103-008-02-2025, 2103-009-06-2025(Z) COMMONLY, REFERRED TO AS THE "CITY OF SAN BENITO SUBDIVISION ORDINANCE" TO UPDATE THE EXTRATERRITORIAL JURISDICTION BOUNDARY.

ITEM(S) FOR INDIVIDUAL CONSIDERATION

Fred Sandoval, City Manager, presented Item 1 and Item 2 for the record, previously brought through Public Hearing, and indicated this was First Reading and No Action was required at this time.

ITEM 1. FIRST READING OF ORDINANCE NUMBER 2252-AK-11-2025, A REQUEST TO REZONE A PROPERTY LOCATED AT 24987 PENNSYLVANIA AVENUE BEARING A LEGAL DESCRIPTION: BEING A 10.623 ACRE TRACT OF LAND (GROSS) MORE OR LESS, OUT OF BLOCK THIRTY-ONE (31), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, BEING A PART OF THE CONCEPCION DE CARRICITOS GRANT, CAMERON COUNTY, TEXAS ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM AO “AGRICULTURE AND OPEN SPACE” TO C-1 “COMMERCIAL RESTRICTED BUSINESS”. APPLICANT: FELIPE ESQUIVEL & DIANA GONZALEZ.

No Action. First Reading.

ITEM 2. FIRST READING OF ORDINANCE NUMBER 2252-AL-11-2025, A REQUEST TO REZONE A PROPERTY LOCATED ON SCHNEIDER ROAD BEARING A LEGAL DESCRIPTION BEING: 10.60 ACRES OF LAND OUT OF LOTS 27, 31, 34 AND 37, ROSE SUBURBAN SUBDIVISION, CAMERON COUNTY, TEXAS RECORDED IN VOLUME 2, PAGE 17, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM AO “AGRICULTURE AND OPEN SPACE” TO SF-1 “SINGLE FAMILY ONE”. APPLICANT: EMILIANO ROSEL.

No Action. First Reading.

ITEM 3. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NUMBER 2025-1104-001(R) FINDING THAT TEXAS GAS SERVICE COMPANY'S, A DIVISION OF ONE GAS, INC., STATEMENT OF INTENT TO INCREASE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

Fred Sandoval, City Manager, presented this item and stated this was a standard resolution that the City adopts and administration recommends approval.

Mayor Pro Tem Tom Goodman asked for clarification on whether the adoption of this resolution was stating the City is not accepting the rate increase.

Fred Sandoval, City Manager, confirmed.

Mayor Pro Tem Tom Goodman moved to approve Item 3, to approve Resolution Number 2025-1104-001(r) finding that Texas Gas Service Company's, a division of One Gas, Inc., statement of intent to increase rates filing within the city should be denied; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel, motion seconded by Commissioner Pete A. Galvan, and carried unanimously.

ITEM 4. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISES INCORPORATED, FOR THE PURCHASE OF THREE AXON 3 FLEET CAMERAS EQUIPPED WITH AUTOMATIC LICENSE PLATE READER API INTEGRATION FOR FIVE-YEAR ANNUAL PAYMENTS OF $9,920.40.

Mario Perea, Chief of Police, presented Item 4 and Item 5 and indicated the purchase of the three Axon fleet cameras would integrate with the existing FLOCK system and would assist in the search of stolen vehicles and wanted persons.

Commissioner Pete A. Galvan moved to approve Item 4, to approve a Master Services and purchasing agreement with Axon Enterprises Incorporated, for the purchase of three Axon 3 fleet cameras equipped with automatic license plate reader API integration for five-year annual payments of $9,920.40, motion seconded by Commissioner Deborah Morales and carried unanimously.

ITEM 5. CONSIDERATION AND POSSIBLE ACTION TO RATIFY A TWO-YEAR MASTER SERVICE AGREEMENT BETWEEN THE CITY OF SAN BENITO AND LEXIPOL LLC FOR GRANT WRITING SERVICES FOR THE SAN BENITO POLICE DEPARTMENT IN THE TOTAL AMOUNT OF $8,925.00.

Commissioner Pete A. Galvan moved to approve Item 5, to ratify a two-year Master Service Agreement between the City of San Benito and Lexipol LLC for grant writing services for the San Benito Police Department in the total amount of $8,925.00, motion seconded by Commissioner Deborah Morales, and carried unanimously.

ITEM 6. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN OBJECT LOAN AGREEMENT FOR A THREE-YEAR PARTNERSHIP WITH THE VETERANS AFFAIRS TEXAS VALLEY COASTAL BEND HARLINGEN OFFICE AND THE CITY OF SAN BENITO TO DISPLAY THE ANNUAL VETERANS ART COMPETITION EXHIBITION AT THE SAN BENITO CULTURAL CENTER.

Commissioner Deborah Morales moved to approve Item 6, an Object Loan Agreement for a three-year partnership with the Veterans Affairs Texas Valley Coastal Bend Harlingen Office and the City of San Benito to display the Annual Veteran's Art Competition Exhibition at the San Benito Cultural Center, motion seconded by Commissioner Pete A. Galvan and carried unanimously.

ITEM 7. CONSIDERATION AND POSSIBLE ACTION TO ACCEPT THE FISCAL YEAR 2025 COPS HIRING GRANT AWARDED TO THE SAN BENITO POLICE DEPARTMENT IN THE TOTAL AMOUNT $250,000.00.

Commissioner Deborah Morales moved to approve Item 7, to accept the fiscal year 2025 Cops Hiring Grant awarded to the San Benito Police Department in the total amount $250,000.00, motion seconded by Commissioner Pete A. Galvan, and carried unanimously.

ITEM 8. CONSIDERATION AND POSSIBLE ACTION TO AWARD RFP NUMBER 2025-11-01 TO CSRS, LLC, FOR PROFESSIONAL CONSULTING AND PLANNING SERVICES FOR THE SAFE STREETS AND ROADS FOR ALL ACTION PLAN IN THE AMOUNT OF $274,000.

Fred Sandoval, City Manager, presented Item 8 and explained that this is a grant the city applied for that opens up an opportunity for potential partnership with the school districts to build crosswalks and sidewalks.

Commissioner Jose E. Navarro moved to approve Item 8, to award RFP Number 2025-11-01 to CSRS, LLC for professional consulting and planning services for the safe streets and roads for all action plan in the amount of $274,000, motion seconded by Commissioner Deborah Morales and carried unanimously.

Fred Sandoval, City Manager, presented Item 9, Item 10, Item 11 and Item 12 for action in one motion.

Mayor Pro Tem Tom Goodman summarized all four items by stating the City is looking for Financial Advisor, Engineer, Bond Counsel, and other professional services associated with funding through the Texas Water Development Board and added this is a requirement to receive the grant funds.

Fred Sandoval, City Manager, confirmed this was correct.

Mayor Pro Tem Tom Goodman moved to approve Item 9, Item 10, Item 11 and Item 12 in one motion, motion seconded by Commissioner Jose E. Navarro and carried unanimously.

ITEM 9. CONSIDERATION AND POSSIBLE ACTION TO ISSUE A REQUEST FOR PROPOSALS AND STATEMENT OF QUALIFICATIONS FOR FINANCIAL ADVISOR SERVICES TO PROVIDE ADVICE AND PROFESSIONAL RECOMMENDATIONS TO THE CITY OF SAN BENITO FOR VARIOUS CAPITAL FINANCING PROJECTS AND PROVIDE ASSISTANCE WITH POSSIBLE LOAN, GRANT OR DISADVANTAGED FUNDING THROUGH THE TEXAS WATER DEVELOPMENT BOARD (TWDB).

ITEM 10. CONSIDERATION AND POSSIBLE ACTION TO ISSUE A REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES, WHICH MAY LEAD TO THE AWARD OF A CONTRACT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DRINKING WATER STATE REVOLVING FUND PROGRAM FUNDED THROUGH THE DRINKING WATER STATE REVOLVING FUND OF THE TEXAS WATER DEVELOPMENT BOARD (TWDB).

ITEM 11. CONSIDERATION AND POSSIBLE ACTION TO ISSUE A REQUEST FOR PROPOSALS AND STATEMENT OF QUALIFICATIONS FOR BOND COUNSEL SERVICES TO PROVIDE ASSISTANCE WITH POSSIBLE LOAN AND TO PROVIDE OBJECTIVE LEGAL OPINION WITH RESPECT TO THE VALIDITY OF AUTHORIZING AND ISSUING EVIDENCES OF INDEBTEDNESS (THE "OBLIGATIONS") FOR CAPITAL FINANCING AND PROVIDE ASSISTANCE WITH POSSIBLE LOAN, GRANT OR DISADVANTAGED FUNDING THROUGH THE TEXAS WATER DEVELOPMENT BOARD (TWDB).

ITEM 12. CONSIDERATION AND POSSIBLE ACTION TO ISSUE A REQUEST FOR PROPOSALS FOR ADMINISTRATIVE AND PROFESSIONAL SERVICES, WHICH MAY LEAD TO THE AWARD OF A CONTRACT TO PROVIDE ADMINISTRATIVE AND PROFESSIONAL SERVICES RELATING TO THE DRINKING WATER STATE REVOLVING FUND PROGRAM.

Fred Sandoval, City Manager presented Item 13 and Item 14 to the commission and indicated the agreement for this project has been in place since 2023, project has begun, and staff would recommend approval of payment for both items.

Commissioner Deborah Morales asked whether these two items were different projects or just one.

Mr. Sandoval confirmed they were both for CCRMA but were for different projects.

Commissioner Deborah Morales moved to approve Item 13 and Item 14 in one motion, motion seconded by Mayor Pro Tem Tom Goodman, and carried unanimously.

ITEM 13. CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT NUMBER 12 AND PAYMENT NUMBER 13 TO CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (CCRMA) PERTAINING TO THE CITY OF SAN BENITO COMMITMENT FOR NORTH WILLIAMS ROAD, PHASE I PROJECT, PER AGREEMENT NUMBER 2022-0510-4(A), IN THE AMOUNT OF $89,764.26.

ITEM 14. CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT NUMBER 4 TO CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (CCRMA) IN THE AMOUNT OF $20,096.76 FOR THE STENGER ROAD CONCRETE PATH PROJECT AND THE TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT, PURSUANT TO THE COMMITMENT OUTLINED IN THE INTERLOCAL AGREEMENT.

ADJOURNMENT.

There being no further business to come before the Commission, upon duly made motion Mayor Ricardo Guerra announced ADJOURNMENT AT 6:14 P.M.

CITY OF SAN BENITO

_____

HONORABLE RICARDO GUERRA

MAYOR

ATTEST:

_____

RUTH MCGINNIS

CITY SECRETARY

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the Second and Final Reading of Resolution 2025-1118-003(R) approving proposed projects of the San Benito Economic Development Corporation, Incorporated.

RECOMMENDATION:
City Administration recommends approval.

RATIONALE:
The San Benito EDC Board of Directors recommends approval.

BUDGET IMPACT:

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS: Resolution 2025-1118-003R-SBEDC Projects 5
EDC_20251112_131718
INTERL~1

PREPARED BY: Fred Sandoval
City Manager/SBEDC Executive Director

12/09/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

STATE OF TEXAS	§	
	§	
COUNTY OF CAMERON	§	Resolution No. _____
	§	
CITY OF SAN BENITO	§	

A RESOLUTION APPROVING PROPOSED PROJECTS OF THE SAN BENITO ECONOMIC DEVELOPMENT CORPORATION, INC.

WHEREAS, the City of San Benito has by and through its elected governing body, considered and reviewed the projects proposed by the San Benito Economic Development Corporation, Inc.;

WHEREAS, the City of San Benito finds that the proposed projects will benefit the corporation, improve the economy within the state and the City of San Benito, and provide opportunities that are suitable for the development, retention, and expansion of business enterprises; thus, the following shall be resolved

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS, THAT:

SECTION 1: ***Projects Proposed by the San Benito Economic Development Corporation, Inc.***

A. Be it known that the board of directors of the San Benito Economic Development Corporation Inc. has considered and approved the following that may include pseudonyms or call signs of prospective projects-

(i) Project Sgt. Hulka;

(ii) Interlocal Agreement between the San Benito Economic Development Corporation, Inc and South Texas Independent School District;

(iii) Interlocal and Performance Agreement between the San Benito Economic Development Corporation, Inc., San Benito Municipal Utility District No. 1, Komerco, LLC, and City of San Benito;

(iv) Broadway Subdivision sidewalk Project;

(v) Amistad street paving at Industrial Park

B. It is immediately resolved that the San Benito Economic Development Corporation Inc. may proceed as necessary to further the prospective projects.

SECTION 2: ***Savings Clause.***

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

SECTION 3: ***Severability Clause.***

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

SECTION 4: ***Effective Date; Publication.***

This Resolution shall take effect immediately upon passage by the members of the elected governing body of the City of San Benito. Any publication shall be noted by time and place as required by law.

SECTION 5. ***Proper Notice and Meeting.***

It is hereby officially found and determined that the meeting at which action was taken 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 _____ day of _____, 20___ and on the ____ day of _____, 20___ by a majority vote of the governing body of the City of San Benito, Texas.

_____
Honorable Ricardo Guerra, Mayor
City of San Benito

Attest: (City)

_____
Ruth McGinnis, City Secretary
City of San Benito

Interlocal Agreement

Between

San Benito EDC
&
South Texas ISD

Interlocal Agreement

This Agreement is entered into by the **San Benito Economic Development Corporation, Inc.** (also referred to as "**SBEDC**"), and **South Texas Independent School District** (also referred to as "**STISD**"), all cumulatively known as ("Parties").

Whereas, San Benito, Texas is located within twenty-five (25) miles of the international border with an average rate of unemployment that has been greater than the state's average;

Whereas, South Texas Independent School District has acquired land in San Benito, Texas, for the construction of additional facilities;

Whereas, SBEDC and South Texas Independent School District, having mutual interests to develop in San Benito, may exercise their official functions resulting in the exchange of land;

Whereas, SBEDC finds that approval of the terms and conditions herein will stimulate business and commercial activity in the state of Texas and the City of San Benito; and further benefit SBEDC and the City of San Benito as it will promote and develop existing, new, and expanded enterprises, economic development, and job growth;

Whereas, the parties have customized the terms and conditions to meet their specific needs, and agree, accept, and consent to the terms and conditions contained in this agreement

Terms and Conditions

Interlocal Obligations **| SBEDC and STISD**

1. STISD agrees to convey to SBEDC, by deed, the real property legally described by the attached Exhibit 1 that shall be for all purposes fully incorporated as an essential contract document;

2. As consideration for STISD's conveyance to SBEDC of the real property legally described by the attached Exhibit 1, SBEDC shall reciprocally convey to STISD real property of similar size, character, and use;

3. Alternatively, as consideration for STISD's conveyance

to SBEDC of the real property legally described by the attached Exhibit 1, SBEDC agrees to purchase the real property legally described by the attached Exhibit 1 in an amount of $ _____.

4. STISD further agrees that it shall neither assign an interest in the real property legally described by the attached Exhibit 1 or begin improvements until their respective governing bodies have formally considered and deliberated the terms of this interlocal agreement;

Non-Assignment

5. STISD and SBEDC each independently agree that neither shall transfer nor assign interests arising from this Agreement to any person or entity.

Independent Contractor; No-joint venture

6. STISD and SBEDC are acting independently and not in any form of partnership or joint venture. Neither party assumes responsibilities or liabilities to any third parties concerning this Agreement.

Termination of Contract

7. This agreement can only be mutually terminated by the parties.

Merger

8. The parties agree that this written instrument is the only agreement between the parties and contains the respective parties' terms, conditions, and obligations. This agreement supersedes all previous discussions and understandings.

Default & Attorneys' Fees

9. The parties agree that an event of default shall include any and all terms and conditions contained in this agreement.

10. Any party may take any legal action and seek all relief to restrain, enjoin, foreclose, and recover damages.

11. If either party should default (the "Defaulting Party"), the non-defaulting party may recover its costs, expenses, and attorney's fees as may be allowed by law.

Severability

12. The parties agree that the invalidity or voidance by a court of competent jurisdiction of any section, clause, sentence, or provision contained in this agreement shall not affect the validity of any other part.

Governing Law and Venue

13. The parties agree that Texas law shall apply to any interpretation and enforcement of the provisions of this agreement. It is further agreed that the proper venue for any cause of action shall be agreed to in Cameron County, Texas.

Force Majeure & Government Acts

14. Neither party shall be held in default or liable under this agreement for acts of God or government acts, including but not limited to natural disasters, inclement weather conditions, or emergency actions authorized by law that render the obligations of the parties herein impossible, harmful, or that cause unforeseen delay or damages.

Hold Harmless and Indemnification

15. The parties agree to protect, defend, hold harmless and indemnify the other, all members of their governing bodies, officers, and employees and agents, from and against any and all claims, actions, liabilities, costs, attorneys' fees, judgment, liens, court orders, and damages caused or alleged to have been caused to any person or entity arising directly from the terms provided under this agreement.

Proper Notice and Meeting

16. It is hereby officially found and determined that the meeting at which this agreement was considered and approved 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.

Acknowledged, Agreed, and Consented to by:

South Texas Independent School District

By: _____
President

Acknowledged, Agreed, and Consented to by:

San Benito Economic Development Corporation, Inc.

By: _____ Date: _____
President

By: _____ Date: _____
Vice-President

By: _____ Date: _____
Secretary

SIGNED on this the _____ day of _____, 2025

Acknowledged, Agreed, and Consented to by:

City of San Benito

_____
Honorable Ricardo Guerra, Mayor
City of San Benito

Date: _____

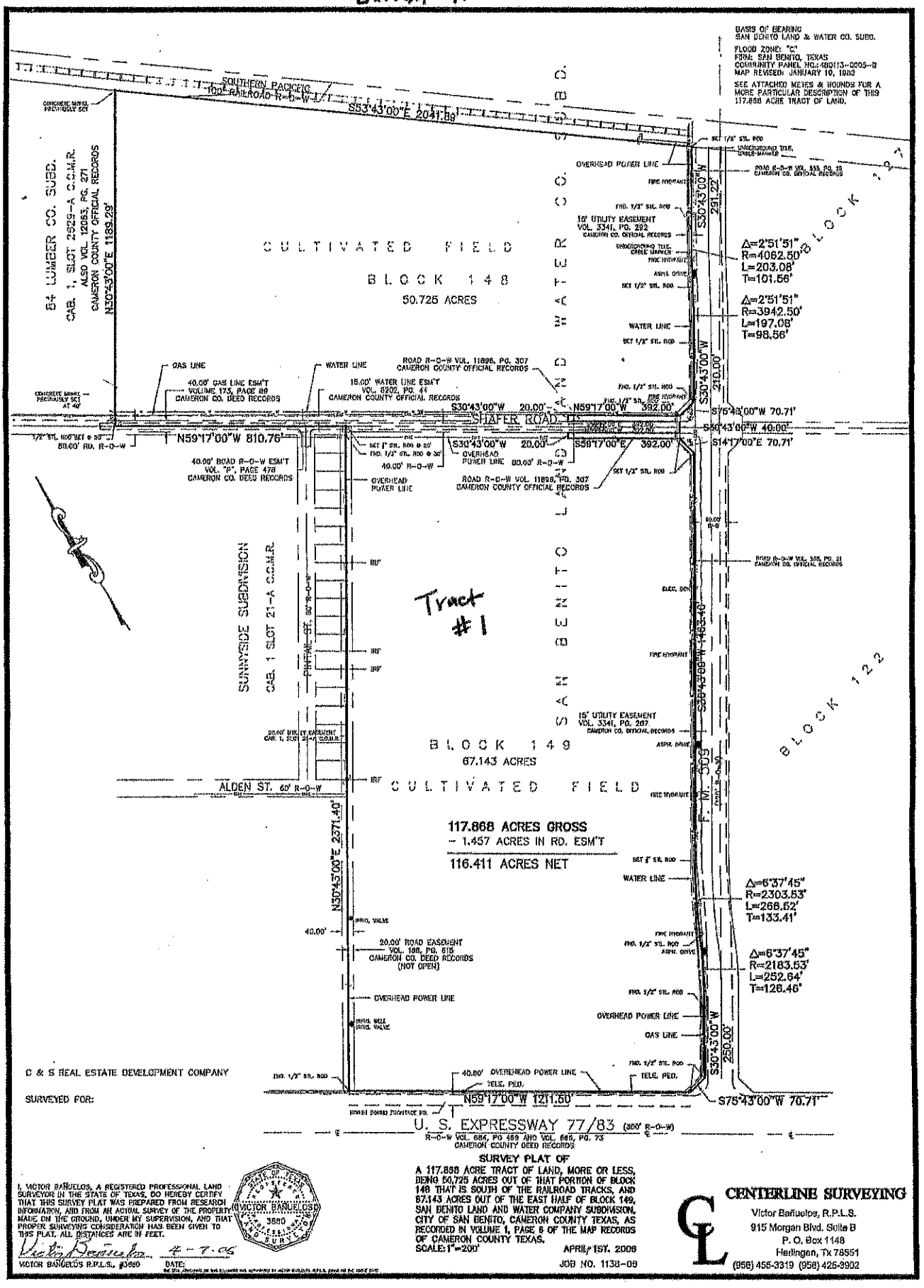
Attest: (City Seal)

_____
Ruth McGinnis, City Secretary
City of San Benito

Exhibit 1

(Survey & Legal Description)

Exhibit "A"



C & S REAL ESTATE DEVELOPMENT COMPANY

SURVEYED FOR:

SURVEY PLAT OF

A 117.868 ACRE TRACT OF LAND, MORE OR LESS, BEING 50.725 ACRES OUT OF THAT PORTION OF BLOCK 148 THAT IS SOUTH OF THE RAILROAD TRACKS, AND 67.143 ACRES OUT OF THE EAST HALF OF BLOCK 149, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CITY OF SAN BENITO, CAMERON COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 8 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.

SCALE: 1"=200'

APRIL 1ST, 2006

JOB NO. 1138-09

I, VICTOR BAÑUELOS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY PLAT WAS PREPARED FROM RESEARCH INFORMATION, AND FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION, AND THAT PROPER SURVEYING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT. ALL DISTANCES ARE IN FEET.

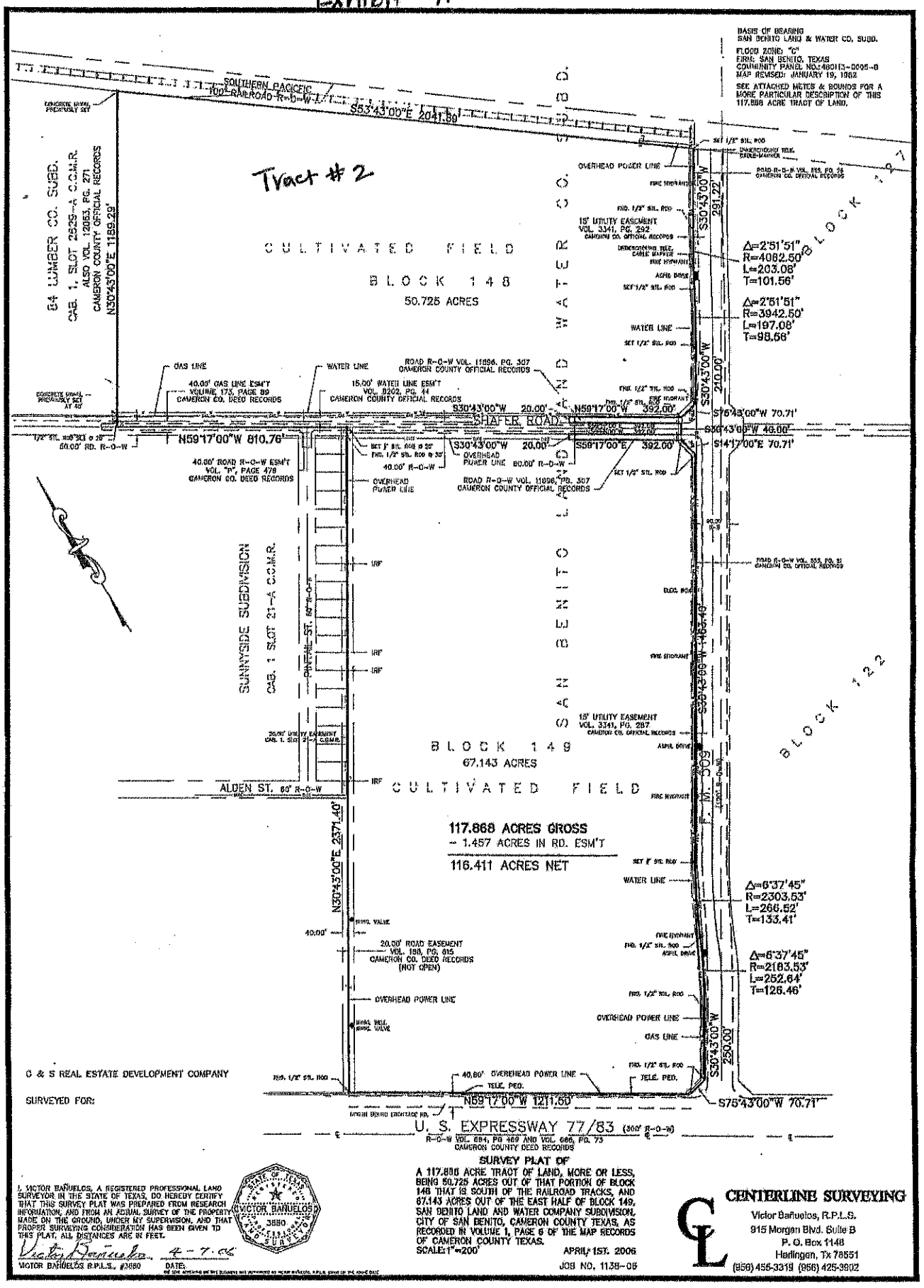
STATE OF TEXAS — REGISTERED — VICTOR BAÑUELOS — 3880 — PROFESSIONAL LAND SURVEYOR

Victor Bañuelos 4-7-06

VICTOR BAÑUELOS R.P.L.S. #3880 DATE:

CENTERLINE SURVEYING
Victor Bañuelos, R.P.L.S.
915 Morgan Blvd. Suite B
P. O. Box 1148
Harlingen, Tx 78551
(956) 455-3319 (956) 425-8902

Exhibit "A"



C & S REAL ESTATE DEVELOPMENT COMPANY

SURVEYED FOR:

SURVEY PLAT OF

A 117.868 ACRE TRACT OF LAND, MORE OR LESS, BEING 50.725 ACRES OUT OF THAT PORTION OF BLOCK 148 THAT IS SOUTH OF THE RAILROAD TRACKS, AND 67.143 ACRES OUT OF THE EAST HALF OF BLOCK 149, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CITY OF SAN BENITO, CAMERON COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.

SCALE: 1"=200'

APRIL 1ST, 2006

JOB NO. 1138-06

I, VICTOR BAÑUELOS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY PLAT WAS PREPARED FROM RESEARCH INFORMATION, AND FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION, AND THAT PROPER SURVEYING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT. ALL DISTANCES ARE IN FEET.

STATE OF TEXAS · REGISTERED · VICTOR BAÑUELOS · 3880 · LICENSED PROFESSIONAL LAND SURVEYOR

VICTOR BAÑUELOS R.P.L.S., #3880 DATE: 4-7-06

CENTERLINE SURVEYING
Victor Bañuelos, R.P.L.S.
915 Morgan Blvd. Suite B
P. O. Box 1148
Harlingen, Tx 78551
(956) 456-3319 (956) 425-3902

Interlocal and Performance Agreement

Between

San Benito EDC,
City of San Benito
&
Komerco, LLC
&
San Benito Municipal Utility District No. 1

Interlocal and Performance Agreement

This Agreement is entered into by the **San Benito Economic Development Corporation, Inc.** (also referred to as "**SBEDC**"), **City of San Benito** (also referred to as "**City**"), **Komerco, LLC** (also referred to as "**Komerco**"), and San Benito Municipal Utility District No. 1 (also referred to as "**SBMUD**") all cumulatively known as ("Parties").

Whereas, San Benito, Texas is located within twenty-five (25) miles of the international border with an average rate of unemployment that has been greater than the state's average;

Whereas, Komerco, LLC, filed a *Landowner's Petition for Release of Area from Extraterritorial Jurisdiction Under Sec. 42.101 et seq of Local Government Code* to the City of Harlingen, Texas on March 5, 2024 ("Petition");

Whereas, pursuant to applicable law, the land subject to the Petition was released from the extraterritorial jurisdiction;

Whereas, the SBEDC and the City of San Benito find that approval of the terms and conditions herein will benefit SBEDC and the City of San Benito as it will promote and develop existing, new, and expanded enterprises, economic development, and job growth; and stimulate business and commercial activity in the state of Texas and the City of San Benito

Whereas, the SBEDC and the City of San Benito find that approval of the terms and conditions herein may expand the municipal territory of the City of San Benito;

Whereas, the parties are also authorized to contract with any federal, state, or political subdivision to further this agreement or services;

Whereas, the SBEDC has provided consideration to Komerco, LLC that includes expenditures associated with the legislative enactment of the San Benito Municipal Utility District No. 1 and preliminary costs of planning for development;

Whereas, the SBMUD is in need of contractual services to further the management of administrative and governmental functions from City and SBEDC;

Whereas, any compensation to be paid in furtherance of this agreement may have a value of at least $100,000 that is paid wholly or partly from public funds that would necessitate a provision that Komerco, LLC does not have a practice, policy, guidance, or directive that discriminates or boycotts against energy companies, firearms entities or associations, or Israel; and

Whereas, the parties have customized the terms and conditions to meet their specific needs, and each understands, agrees, accepts, and consents to the terms and conditions contained in this agreement

Terms and Conditions

Performance Obligations **| Komerco, SBEDC and City**

1. As consideration for the SBEDC's financial expenditures associated with the legislative enactment of the San Benito Municipal Utility District No. 1 and preliminary costs of planning for development, City, Komerco, and SBEDC mutually agree that Komerco shall convey to SBEDC, by deed, the 20-acre tract legally described by the attached Exhibit 1 that shall be for all purposes fully incorporated as an essential contract document;

2. Komerco and City mutually agree to a strategic partnership granting City the right to a non-contiguous annexation of Komerco's 250 acres that includes roadways;

3. Komerco, City, and SBEDC mutually agree that all rights and operations of San Benito Municipal Utility District No. 1 shall be uninterrupted by Komerco's business activities;

4. Komerco verifies in accordance with applicable Texas' laws that: (1) it does not boycott Israel; (2) will not boycott Israel during the term of the contract; (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (4) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Interlocal Obligations **| SBMUD, SBEDC and City**

5. SBMUD and City mutually agree that SBMUD shall neither assign an interest in any water rights nor services located within the district, and that City of San Benito shall have a right of first refusal on all water rights;

6. SBMUD and City mutually agree that City is hereby engaged and assigned rights and authorizations to perform governmental functions that include the following:

6.1 to conduct SBMUD's elections;

6.2 services of peace officers for SBMUD's district;

6.3 services of firefighting for SBMUD's district;

6.4 maintenance and improvement of SBMUD's roadways that are hereby dedicated to City;

6.5 servicing of SBMUD accounts

7. SBMUD, City, and SBEDC mutually agree that SBEDC shall be engaged to manage this agreement and other administrative functions that include, but are not limited to the following:

7.1 preparation and posting of agendas and minutes;

7.2 providing office space for SBMUD meetings;

7.3 employing personnel for SBMUD's operations;

7.4 preparation of instruments, policies, and assignment of other legal services by SBEDC counsel;

7.5 water research and planning

Compensation

8. SBMUD shall pay SBEDC ___ % of all gross income from all business activities within the district area;

9. SBMUD shall pay City ___ % of all gross income from all business activities within the district area;

Claw-Back

10. Komerco agrees and stipulates that any act, omission, tampering, or misrepresentation of information concerning any performance obligation shall allow City and/or SBEDC to recoup payments and require Komerco to repay the full value of the compensation paid for the benefit of Komerco in addition to all other relief allowed by law.

11. The right to claw-back shall survive the term and termination of this agreement. The claw-back remedy is in addition to and separate from any other legal relief available to City and/or SBEDC.

Non-Assignment

12. SBMUD and Komerco each independently agree that neither shall transfer nor assign interests arising from this Agreement to any person or entity.

Independent Contractor; No-joint venture

13. Komerco, City, SBEDC, and SBMUD are acting independently and not in any form of partnership or joint venture. Neither party assumes responsibilities or liabilities to any third parties concerning this Agreement or the operations or services contained herein.

Termination of Contract

14. This agreement can only be mutually terminated by the parties.

Merger

15. The parties agree that this written instrument is the only agreement between the parties and contains the respective parties' terms, conditions, and obligations. This agreement supersedes all previous discussions and understandings.

Default & Attorneys' Fees

16. The parties agree that an event of default shall include any and all terms and conditions contained in this agreement.

17. Any party may take any legal action and seek all relief to restrain, enjoin, foreclose, and recover damages.

18. If either party should default (the "Defaulting Party"), the non-defaulting party may recover its costs, expenses, and attorney's fees as may be allowed by law.

Severability

19. The parties agree that the invalidity or voidance by a court of competent jurisdiction of any section, clause,

sentence, or provision contained in this agreement shall not affect the validity of any other part.

Governing Law and Venue

20. The parties agree that Texas law shall apply to any interpretation and enforcement of the provisions of this agreement. It is further agreed that the proper venue for any cause of action shall be agreed to in Cameron County, Texas.

Force Majeure & Government Acts

21. Neither party shall be held in default or liable under this agreement for acts of God or government acts, including but not limited to natural disasters, inclement weather conditions, or emergency actions authorized by law that render the obligations of the parties herein impossible, harmful, or that cause unforeseen delay or damages.

Hold Harmless and Indemnification

22. The parties agree that Komerco and SBMUD agree to protect, defend, hold harmless and indemnify City and SBEDC, all members of their governing bodies, officers, and employees and agents, from and against any and all claims, actions, liabilities, costs, attorneys' fees, judgment, liens, court orders, and damages caused or alleged to have been caused to any person or entity arising directly from the services provided under this agreement or the operations of Company.

Proper Notice and Meeting

23. It is hereby officially found and determined that the meeting at which this agreement was considered and approved 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.

VERIFICATION

THE STATE OF TEXAS §
§
COUNTY OF CAMERON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ on behalf of **Komerco, LLC** who is known by me to be the person whose name is subscribed to the foregoing instrument and, after being by me duly sworn stated that he is the person whose signature appears below, that he has read the Interlocal and Performance Agreement and stipulations as to boycotting Israel and firearm entity or firearm trade association, and that the terms and conditions are agreed, consented to, and approved.

_____ _____
[Signature] **Komerco, LLC**

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20_____, to certify which witness my hand and official seal.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS [seal]

_____
(Printed Name of Notary Public)

Acknowledged, Agreed, and Consented to by:

San Benito Economic Development Corporation, Inc.

By: _____
President

SIGNED on this the _____ day of _____, 2025

By: _____
Vice-President

SIGNED on this the _____ day of _____, 2025

By: _____
Secretary

SIGNED on this the _____ day of _____, 2025

Acknowledged, Agreed, and Consented to by:

City of San Benito

_____
Honorable Ricardo Guerra, Mayor
City of San Benito

Date: _____

Attest: (City Seal)

_____
Ruth McGinnis, City Secretary
City of San Benito

Exhibit 1

(Survey & Legal Description)



N
W E
S
0 300 600
Feet

Economic Development Corporation

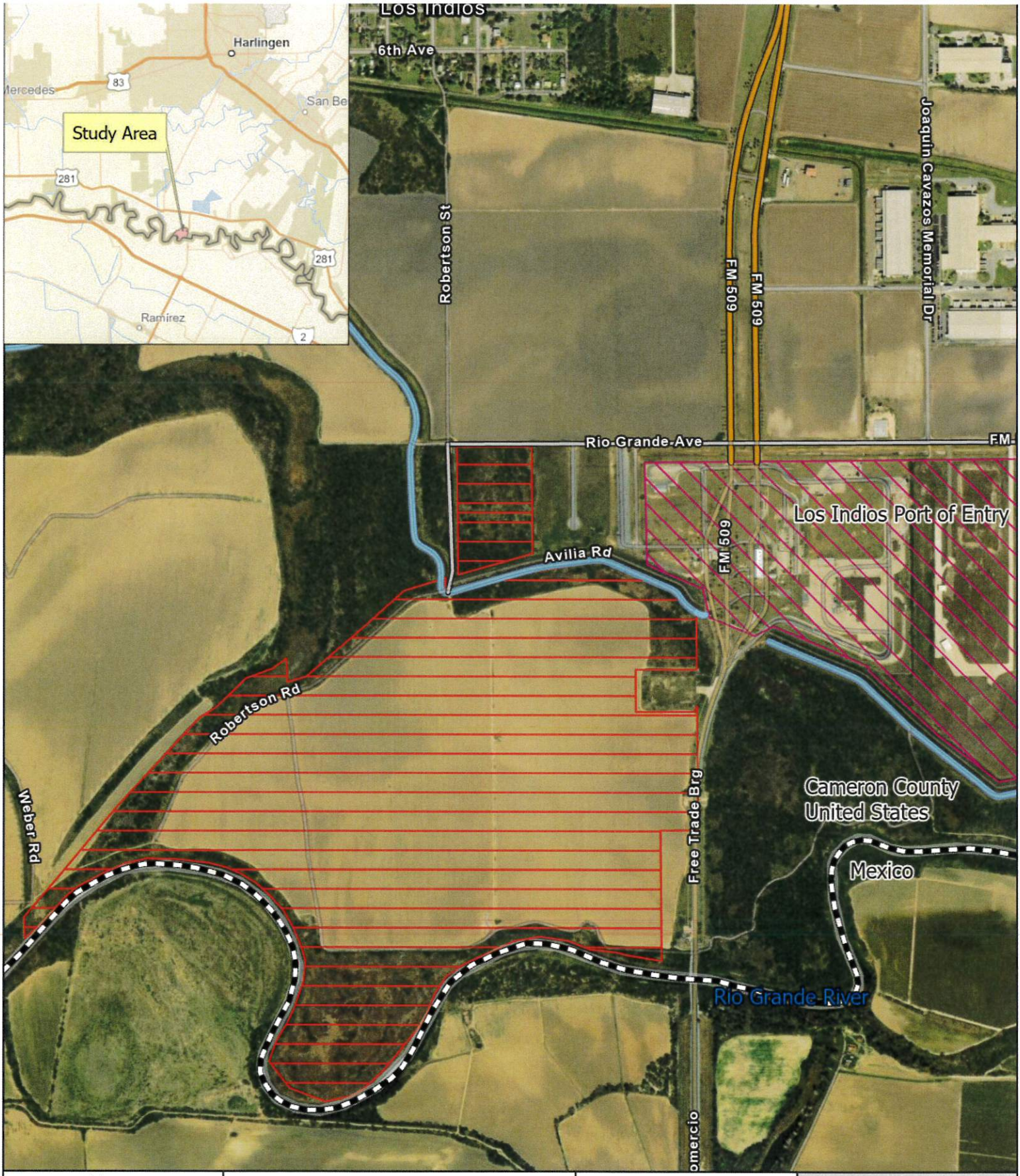
RRP

Exhibit 6
Proposed 50
Acres Map

Legend

- Access
- Parking Lot (50 AC)
- Proposed (70 AC)
- Mexico and US Border
- IBWC LEVEE
- Los Indios Port of Entry

Preliminary-Subject to Revision
This document is releases for the purpose of planning only under the authority of Jonathan T Prukup P.E 146702 on 9-10-2025. It is not to be used for bidding or construction purposes.



N
W E
S

0 500 1,000 Feet

San Benito Economic Development Corporation

RRP YOUR RELIABLE PARTNER

Exhibit 1
Location Map

Legend

- Study Area
- Los Indios Port of Entry
- IBWC LEVEE
- FM 509
- County Road
- Mexico and US Border

CAMERON COUNTY PUBLIC WORKS

WORK ORDER

Work Order by: Toni Ruiz **Work Order #** _____

Work Order Date: _____ **Precinct #** Precinct 1 _____

PETITIONER INFORMATION:	JOB REQUEST: New Installation
Jonathan Prukop, PE on behalf of Fred Sandoval, Executive Director for San Benito EDC	Permission to construct a driveway access along the west side of Los Indios Blvd., South of the Los Indios Port of Entry and North of the Los Indios Free Trade International Bridge.

PROPERTY'S LEGAL DESCRIPTION OF DRIVEWAY LOCATION:

Property ID: 187766 & 187768

187766 - LOS INDIOS SUBDIVISION 229.1000 AC OF 227.588 ACS OUT BLKS 65 TO 70 & PT OF LAS SIERRITAS BANCO NO 18 (38.544 AC) TRACTS 1 & 2
187768 - LOS INDIOS - ABST 16 BLK 67 THRU 68, 10.91 ACS OUT OF 13.197 ACRES

MATERIAL USED:	DIG-TESS NO. Date Requested:
To be Determined, proposed CRCP to facilitate commercial vehicles.	To be Scheduled following determination final location of driveway

COMMENTS:

Recommended to file application for approval prior to the continual development of the project. Final location, materials and other permits to be determined.

The information above has been reviewed and verified to be in compliance to County requirements; I affirm that the installation does not impede any easement therefore approved to proceed.

COUNTY ROAD ENGINEER:

_____

CARLOS A. SANCHEZ, P.E., CFM, CPM

FOREMAN:

_____

NAME:

DATE INSTALLED:

_____

INSTALLED BY:

_____

NAME:

Public Works Precinct 1
2050 S. Browne Ave.
Brownsville, Texas 78521
Phone: 956-574-8171

Public Works Precinct 2
7092 Old Alice Road
Brownsville, Texas 78521
Phone: 956-574-8175

Public Works Precinct 3
26945 FM 510
San Benito, Texas 78586
Phone: 956-361-8222

Public Works Precinct 4
26641 White Ranch Rd.
La Feria, Texas 78559
Phone: 956-423-1878

"A Team Working To Serve You"

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-AM-012026, a request to approve a Voluntary Annexation of a property located near the intersection of Pennsylvania Avenue and McCulloch Street bearing a Legal Description of: Being a tract containing 17.23 acres of land situated out of Block Number Thirty-Three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas. Applicant: Hugo Yanez.

RECOMMENDATION:
First Reading. No Action.

RATIONALE:
The applicant is requesting to voluntary annex 17.23 acres of land, which is contiguous to the current city limit line. They are proposing residential development.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

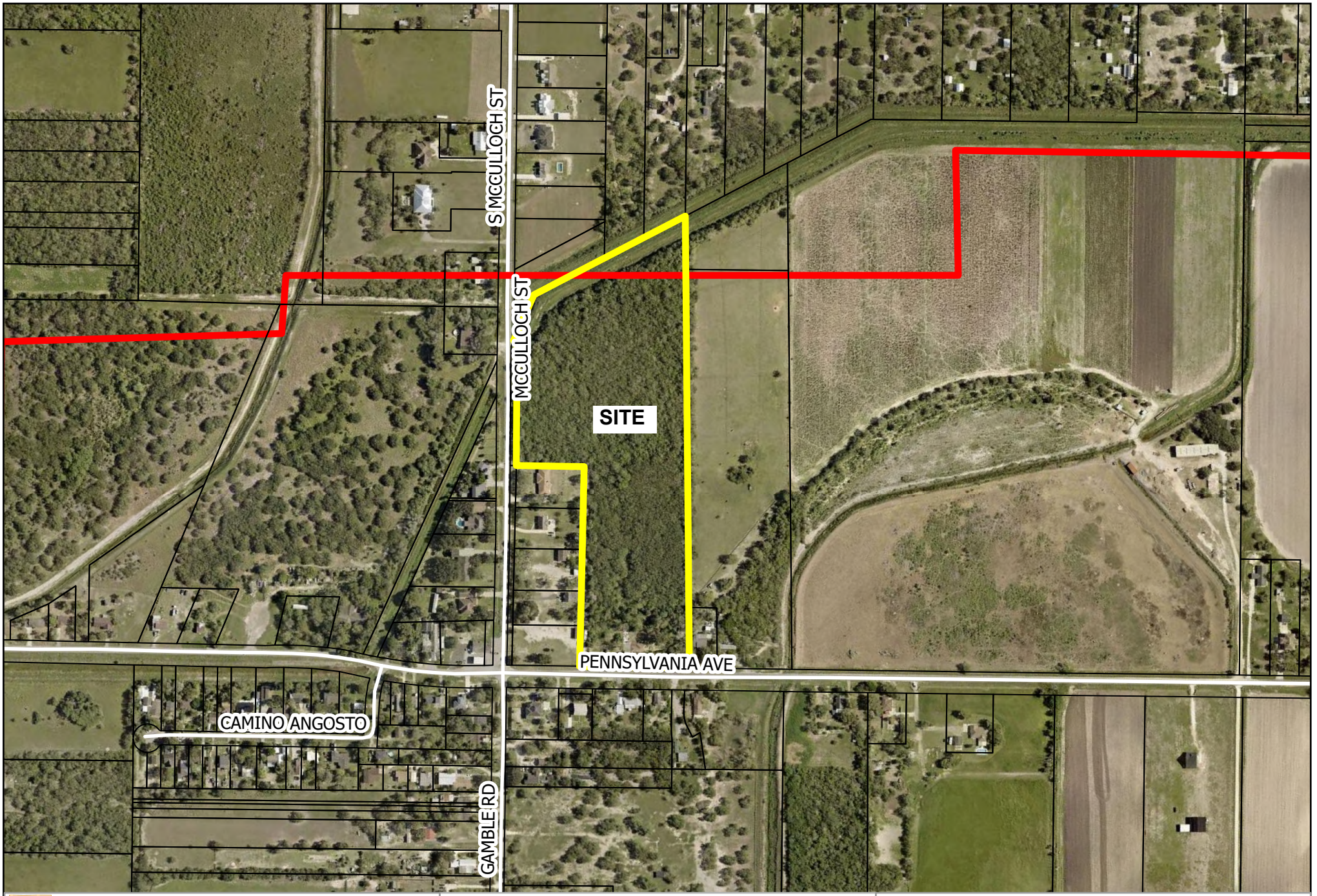
EXHIBITS:
Location Map
Annexation Appplication
Petition Requesting Annexation
Ordinance 2252-AM-012026

PREPARED BY: Monica L Rodriguez

_____ 12/10/2025
Planning Manager Date

Fred R. Sandoval
Fred Sandoval

City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City of San Benito and software developers assume no legal responsibility for the information on these maps.

Drawn by: KC

Location Map
Palmares Estates Subdivision
Annexation

N

100 50 0
Miles

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS

CITY OF SAN BENITO
PLANNING DEPARTMENT

APPLICATION FOR VOLUNTARY ANNEXATION

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICANT INFORMATION (Please **PRINT** or **TYPE**)

Name Hugo Yanez

Address [redacted]

City Brownsville State Texas Zip 78526

Phone No. [redacted] Fax No. _____

Email [redacted]

PROPERTY INFORMATION (Please **PRINT** or **TYPE**)

Owner of Property YASA Investments, LLC

Address of Property 23961 Pennsylvania Ave

City San Benito State Texas Zip 78586

Legal Description of Property: Lot _____, Block 33

Subdivision San Benito Land and Water Company Subdivision

Existing Zoning AO - Agriculture and Open Space Proposed Zoning SF-1 Single Family One

Existing Land Use AO - Agriculture and Open Space Proposed Land Use SF-1 Single Family One

REQUIREMENTS

- ☐ $200.00 (non-refundable)
- ☐ Survey and Metes & Bounds / Recorded Plat
- ☐ Tax Certificates (City, School)
- ☐ Warranty Deed
- ☐ Formal Letter Requesting Voluntary Annexation

Please provide a basic description of the proposed project: _____

I hereby certify that I have read and examined this application and know the same to be true and correct. If any information provided on this application is incorrect, the permit or approval may be revoked.

Applicant Signature [redacted] Date [redacted]

Property Owner(s) Signature [redacted] Date [redacted]

I.N. CIVIL DESIGNS, LLC
CIVIL DESIGNS - CIVIL DRAFTING
STRUCTURAL DRAFTING - LAND DEVELOPMENT
www.incivildesigns.com

October 22, 2025

Edward Enriquez, Director of Administrative Services
City of San Benito
401 N Sam Houston Boulevard
San Benito, Texas 78586

Re: Voluntary Annexation Request

Dear Edward Enriquez,

As the owner(s) of the below-referenced property, I (we) would like the City Council to consider my (our) request for annexation. The property in question is located at 23961 Pennsylvania Ave San Benito, Texas 78586. The property is currently undeveloped and is zoned "AO – Agriculture and Open Space". The size of the tract is 17.23 acres and it is contiguous to the city limits.

1. The tax evaluation data for the property is as follows:
    a. Property I.D. Number: **189130**
    b. Owner(s) as listed on Deed: **YASA Investments, LLC**
    c. Tax Value: **$400,000.00**

2. The anticipated impact to City services is as follows:
    a. Water/Sewer (estimated gallons per day) **21,120 GPD**

3. Enclosed, please find the following information:
    a. Copy of Annexation Survey (suitable for recording) and Legal Description of Property;
    b. Copy of Deed for the Area to Be Annexed to verify ownership;

Any additional information may be obtained by contacting San Isidro P. Navarro at [redacted]

Respectfully submitted,

[redacted]

San Isidro Navarro
Principal | President
I.N. Civil Designs, LLC
[redacted]

ORDINANCE NUMBER 2252-AM-012026

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF SAN BENITO BY ANNEXING, FOR FULL PURPOSES, A PORTION OF LAND BEARING A LEGAL DESCRIPTION OF: BEING A TRACT CONTAINING 17.13 ACRES OF LAND SITUATED OUT OF BLOCK NUMBER THIRTY-THREE (33) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN THE CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, AND FURTHER BEING IN THE SAME PROPERTY (CALLED 17.201 ACRES) AS RECORDED IN VOLUME 23856, PAGE 26 OF THE CAMERON COUNTY OFFICIAL RECORDS, CAMERON COUNTY, TEXAS; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; APPROVING AN ANNEXATION SERVICES AGREEMENT AND SERVICE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of San Benito, Texas, (the "City"), desires to annex a tract containing 17.23 acres of land situated out of Block Number Thirty-Three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas., more particularly described and depicted in Exhibit "B", with the exhibit being attached hereto and incorporated herein by reference (collectively, the "Property"); and

WHEREAS, pursuant to Chapter 43, Section 43.003, of the Texas Local Government Code, a home-rule municipality may extend the boundaries of the municipality and annex area adjacent to the municipality which are contained in the municipality's extra-territorial jurisdiction, (ETJ); and

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code authorizes municipalities to annex an area on the request of all property owners in an area, whereby the City has received a petition for annexation by the property owner for the tract of land further described in Exhibit "B"; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated and entered into a written agreement dated _____, with the owner of the Property regarding the provision of services to the Property upon annexation, of which the applicable annexation services agreement is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City Commission provided public notice and held public hearings on December 16, 2025, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, § 43.0673; and

WHEREAS, at such hearings all interested persons were heard concerning the advisability of annexing and zoning such tracts of land; and

WHEREAS, the City Commission of the City of San Benito, finds that the inclusion of such additional area will be of benefit to the City of San Benito;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.

SECTION 2. The Property, lying outside of, but adjacent to and adjoining the City and located within the City's ETJ, is hereby annexed into the City, and the boundaries of the City are extended to include the
Property within the corporate limits of the City. From and after the data of the ordinance, the Property shall be entitled to all the rights and privileges of the City and shall be bound by all the acts, ordinances, resolutions, and regulations of the City except parkland fees, which are subject to be paid at the building permit phase.

SECTION 3. The City finds annexation of the Property to be in the public interest due to the Property promoting economic growth of the City.

SECTION 4. The service plan attached as Exhibit "C" is approved, and municipal services shall be provided to the Property in accordance therewith.

SECTION 5. The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the addition to the City's Corporate Limits and the City Secretary is directed to file a certified copy of this Ordinance in the office of the County Clerk of Cameron County, Texas, and in the official records of the City.

SECTION 6. If for any reason any section, paragraph, subdivision, clause, phrase, word, or other provision of this ordinance shall be held invalid or unconstitutional by final judgement of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase , word, or provision of this ordinance, for it is the definite intent of this Commission that every section, paragraph, subdivision, clause, phrase , word, or provision hereof shall be given full force and effect for its purpose.

SECTION 7. EFFECTIVE DATE
That this ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **16th** day of **December, 2025**.

PASSED, APPROVED AND ADOPTED on the Second and Final reading at a Special City Commission Meeting of the City of San Benito, Texas on this, **6th** day of **January** , **2026**.

CITY OF SAN BENITO, TEXAS

_____

Honorable Ricardo Guerra
Mayor

ATTEST:

_____

Ruth A. McGinnis
City Secretary

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF SAN BENITO, TEXAS

AND YASA INVESTMENTS, LLC

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, _____ by and between the City of San Benito, Texas, a home-rule municipality of the State of Texas, ("City") and YASA INVESTMENTS, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the City is currently classified as a Tier 2 municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in San Benito, Texas, which consists of approximately 17.23 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit B attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Ordinance Number **2252-AM-012026.**

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the San Benito City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services - The City's Fire Department and MedStar will provide emergency medical services.

iv. Planning & Zoning – The City's Planning and Development Department will provide comprehensive planning, land development, land use.

v. Building – The City's Building Department will provide building review and inspection services in accordance with all applicable laws, rules, and regulations.

vi. Publicly Owned Parks, Facilities, and Buildings

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vii. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees will cover the direct and indirect costs of stormwater management services.

viii. Streets - The City's Transportation and Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.

ix. Water and Wastewater

This section pertains to properties located within the City of San Benito's Certificate of Convenience and Necessity (CCN).

1. Existing, occupied homes that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same. If a property owner desires to connect to the City water and sewer system, then the owner may request to connect at the owners expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates establish by City ordinances for such service.
2. New homes will be required to connect to the City's water and sewer system at the owner's expense.

x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by

law.

xi. Code Compliance – The City's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Cameron County, Texas or the United States District Court for the Southern District of Texas, San Benito Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF SAN BENITO	**YASA INVESTMENTS, LLC**
By:_____	By:_____
Ricardo Guerra	Name:_____
Mayor	Title:_____

Attest:

_____
Ruth McGinnis City Secretary

Approved as to Form and Legality:

_____
Javier Villalobos
City Attorney

Approvals:
City Commission: _____
Ordinance No._____

State of Texas §
County of Cameron §

This instrument was acknowledged before me on the ____day of _____, 20__, by Ricardo Guerra, Mayor of the City of San Benito, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

State of Texas §
County of Cameron §

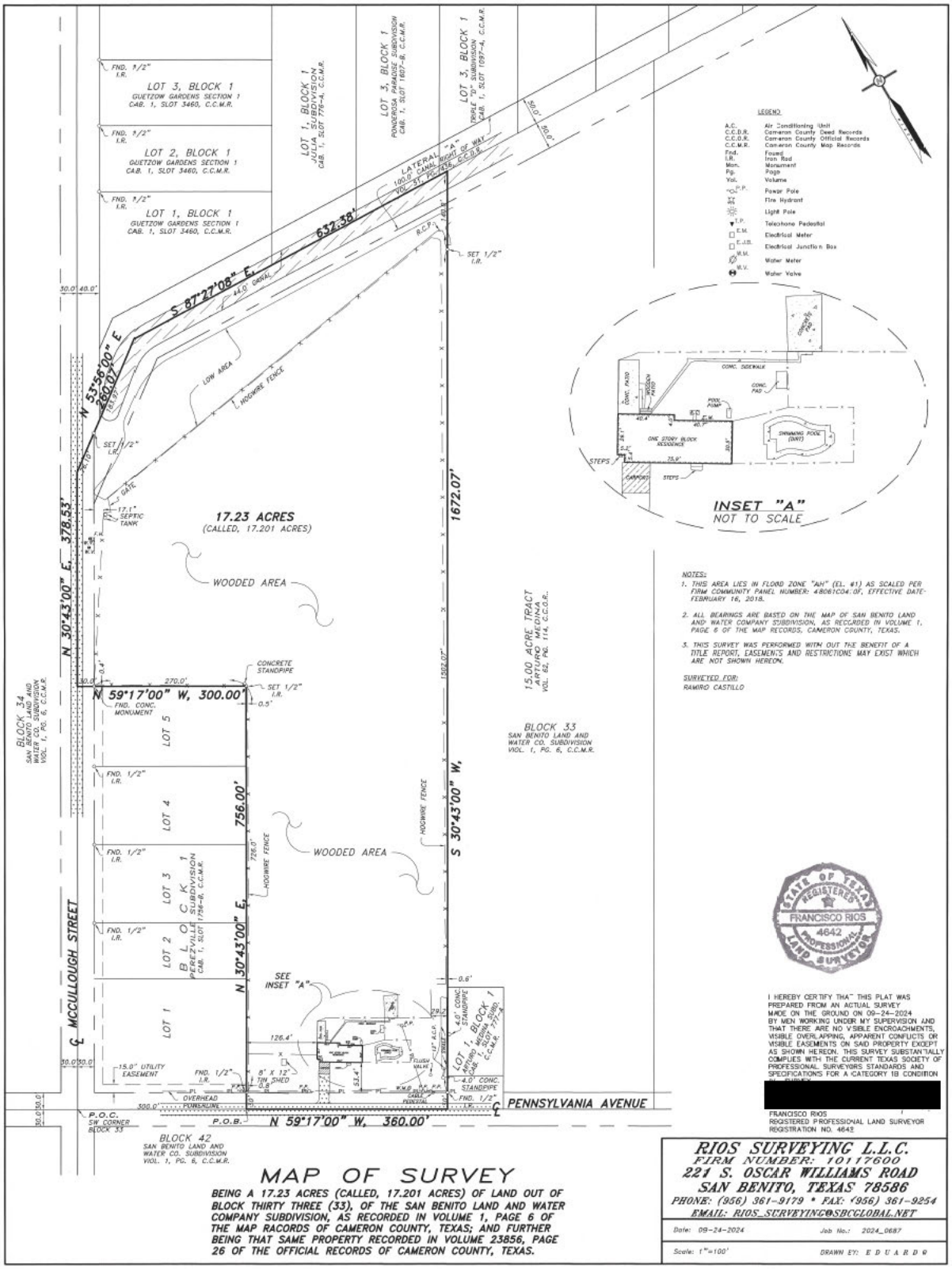
This instrument was acknowledged before me on the _day of _____, 20_ , by ____, _____of [Name of individual signing, title (if any)] on behalf of said _____[insert name of company or individual where applicable].

By: _____

Notary Public, State of Texas

After Recording Return to: City Secretary
City of San Benito
485 North San Houston Street
San Benito, Texas 78586

EXHIBIT B



MAP OF SURVEY

BEING A 17.23 ACRES (CALLED, 17.201 ACRES) OF LAND OUT OF BLOCK THIRTY THREE (33), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RACORDS OF CAMERON COUNTY, TEXAS; AND FURTHER BEING THAT SAME PROPERTY RECORDED IN VOLUME 23856, PAGE 26 OF THE OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION-PALOMARES SUBDIVISION

17.23 ACRES OF LAND

BEING A TRACT CONTAINING 17.23 ACRES OF LAND situated out of Block Number Thirty-three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, County, Texas; Said 17.23 acre tract being more particularly described as follows:

COMMENCING for reference at a point being the Southwest corner of said Block 33, the Southwest corner of the Perezville Subdivision, as recorded In Cabinet l, Slot 1756-B of the Cameron County Map Records, Cameron County, Texas, and being the intersection of the centerline of Pennsylvania Avenue and the centerline of McCullough Street;

THENCE, South 59 degrees 17 minutes 00 seconds East, along the South line of said Block 33 and the centerline of said Pennsylvania Avenue, a distance of 300.00 feet to the POINT OF BEGINNING and being the Southeast corner of said Perezville Subdivision, for the Southwest corner of the herein described tract;

THENCE, departing the South line of said Block 33 and the centerline of said Pennsylvania Avenue, North 30 degrees 43 minutes 00 seconds East, along the East line of said Perezville Subdivision, at a distance of 30.00 feet passing a ½ inch iron rod found for reference on the North Right-a-way line of said Pennsylvania Avenue, and continuing in all a total distance of 756.00 feet to a½ inch Iron rod set for the Northeast corner of said Perezville Subdivision and for an interior corner of the herein described tract;

THENCE, North 59 degrees 17 minutes 00 seconds West, along the North fine of said Perezville Subdivision, at a distance of 270.00 feet passing a Concrete Monument found for reference on the East Right-of-way fine of the aforementioned McCullough Street, and continuing In all a total distance of 300.00 feet to a point for an interior corner of the herein described tract, the Northwest corner of said Perezvllle Subdivision and being In the centerline of said McCullough Street;

THENCE, North 30 degrees 43 minutes 00 seconds East, along the West line of said Block 33 and the centerline of said McCullough Street, a distance of 378.53 feet to a point for the Northwest corner of the herein described tract and being in the centerline of a 100 feet wide Canal Right-of-way, as recorded in Volume 51, Page 436 of the Cameron County Deed Records, Cameron County, Texas;

THENCE, departing the West line of said Block 33 and the centerline of said McCullough Street, North 53 degrees 56 minutes 00 seconds East, along the centerline of said 100 feet wide Canal Right-of-way, at a distance of 76.10 feet passing a ½ inch iron rod set for reference on the East Right-of-way line of said McCullough Street, and continuing in all a total distance of 260.07 feet to an angle point;

THENCE, continuing along the centerline of said 100 feet wide Canal Right-of-way, South 87 degrees 27 minutes 08 seconds East; a distance of 632.38 feet to a point for the Northeast corner of the herein described tract and being the Northwest corner of a certain 15.00 acre tract of record in Volume 62, Page 114 of the Cameron County Offlclal Records, Cameron County, Texas;

THENCE, departing the centerline of said 100 feet wide Canal Right-of-way, South 30 degrees 43 minutes 00 seconds West, at a distance of 140.00 feet passing a ½ Inch Iron rod set for reference, at a distance of 1642.07 feet passing a ½ inch iron rod found for reference on the North Right-of-way line of the aforementioned Pennsylvania Avenue, and continuing In all a total distance of 1672.07 feet to a point for the Southeast corner of the herein described tract and being In the centerline of said Pennsylvania Avenue, and being in the South line of the aforementioned Block 33;

THENCE, North 59 degrees 17 minutes 00 seconds West, along the South line of said Block 33 and the centerline of said Pennsylvania Avenue, a distance of 360.00 feet to the POINT OF BEGINNING and containing 17 .23 acres of land.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 2, located at 340 N Oscar Williams Road. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

POLICE

Existing Services: None

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

BUILDING INSPECTION

Existing Services: None

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

PLANNING AND ZONING

Existing Services: None

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

LIBRARY

Existing Services: None

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

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

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

STREET

Existing Services: County Street Maintenance

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

STORM WATER MANAGEMENT

Existing Services: None

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

STREET LIGHTING

Existing Services: None

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

TRAFFIC ENGINEERING

Existing Services: None

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

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area—pertaining to properties located within the City of San Benito's Certificate of Convenience and Necessity (CCN)—will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with all City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

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

SOLID WASTE SERVICES

Existing Services: None

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

MISCELLANEOUS

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

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-AN-012026, a request to approve a rezone for a property located near the intersection of Pennsylvania Avenue and McCulloch Street, bearing a Legal Description of: Being a tract containing 17.23 acres of land situated out of Block Number Thirty-three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas from AO "Agriculture and Open Space" to SF-1 "Single Family One". Applicant: Hugo Yanez.

RECOMMENDATION:
First Reading. No Action.

RATIONALE:
The applicant is requesting to rezone the property from AO "Agriculture and Open Space" to SF-1 "Single Family One" to allow for the development of a proposed residential subdivision.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

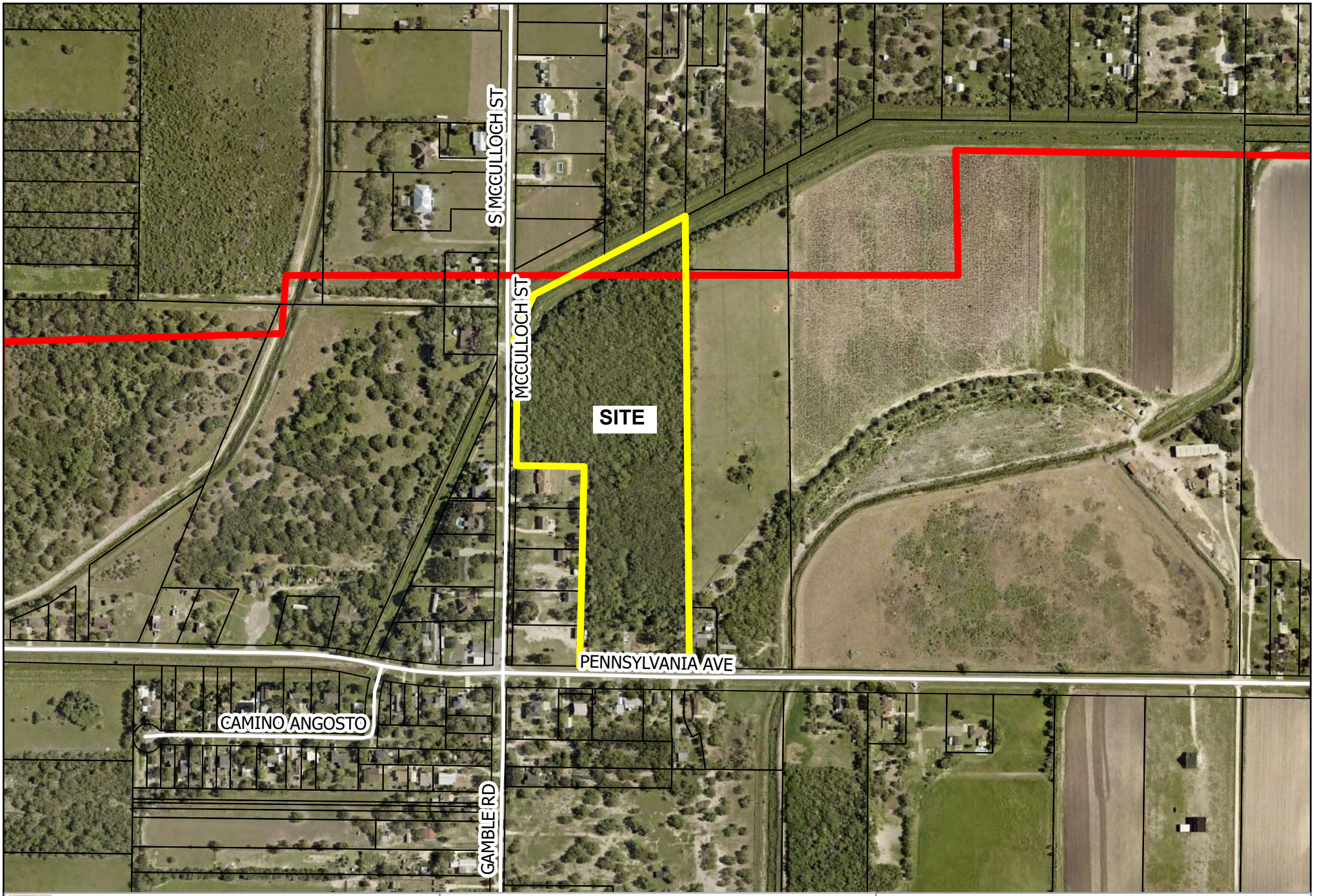
EXHIBITS:
Location Map
Rezoning Application
Zoning Map
Future Land Use Map
Survey (Metes & Bounds)
Ordinance 2252-AN-012026

PREPARED BY: Monica L Rodriguez

_____ 12/10/2025
Planning Manager Date

Fred R. Sandoval

Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City of San Benito and software developers assume no legal responsibility for the information on these maps.

Drawn by: KC

Location Map
Palmares Estates Subdivision
Rezone from AO to SF-1

N

100 50 0 Miles

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS

SAN BENITO
THE SOUL OF SOUTH TEXAS
PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

APPLICANT INFORMATION (Please PRINT or TYPE)

Name Hugo Yanez

Address [redacted]

City Brownsville State Texas Zip 78526

Phone No. ([redacted]) [redacted] Fax No. _____

E-mail [redacted]

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property YASA Investments, LLC

Address of Property 23961 Pennsylvania Ave

City San Benito State Texas Zip 78586

Legal Description of Property: Lot _____, Block 33

Subdivision San Benito Land and Water Company Subdivision

Existing Zoning AO-Agriculture Proposed Zoning SF-1 Single Family One

Existing Land Use AO-Agriculture Proposed Land Use SF-1 Single Family One

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded Plat

~Tax Certificates (City, School)

~Warranty Deed

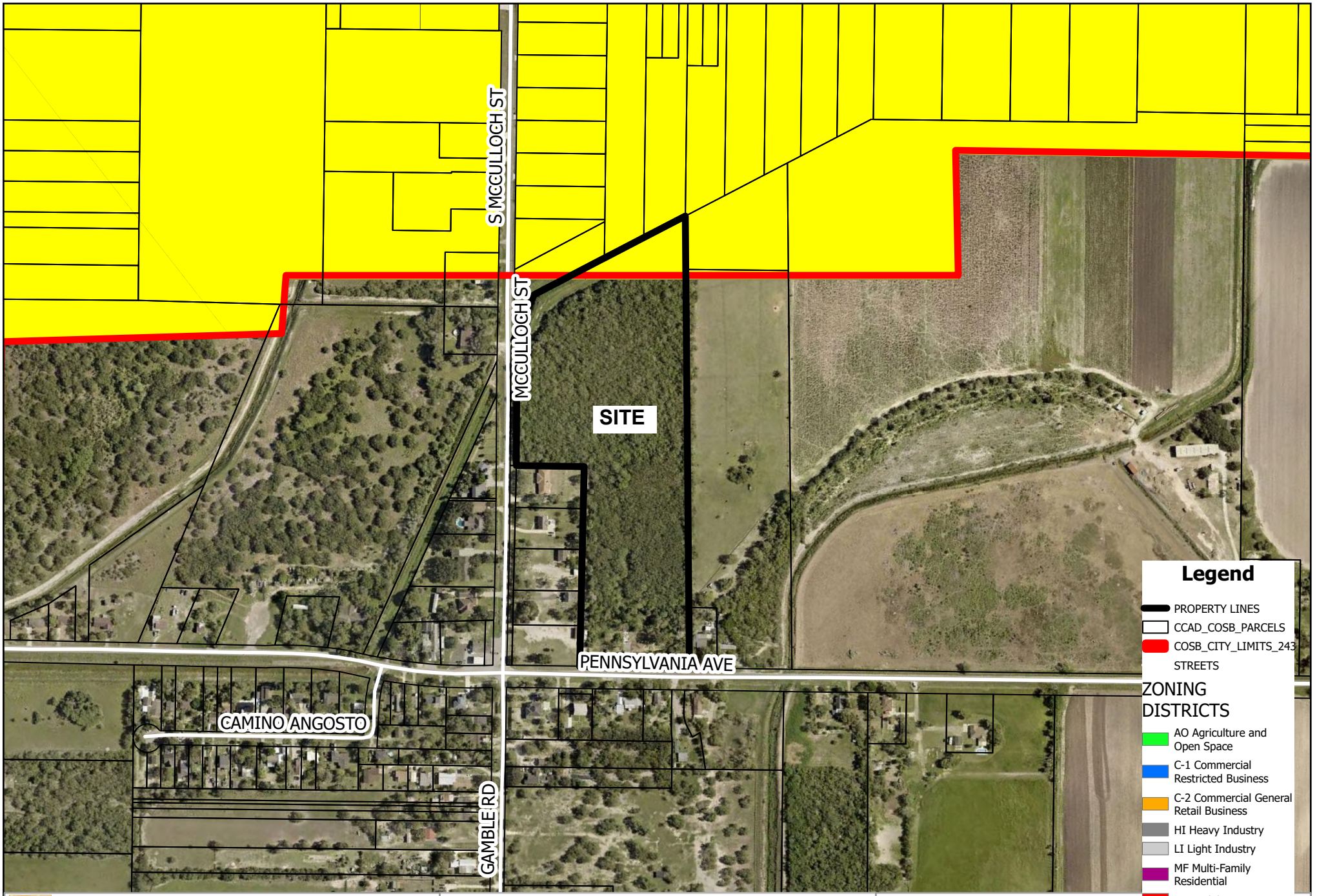
Please provide a basic description of the proposed project: _____

I hereby certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date [redacted]

Property Owner(s) Signature [redacted] Date [redacted]

Revised 10/8/25

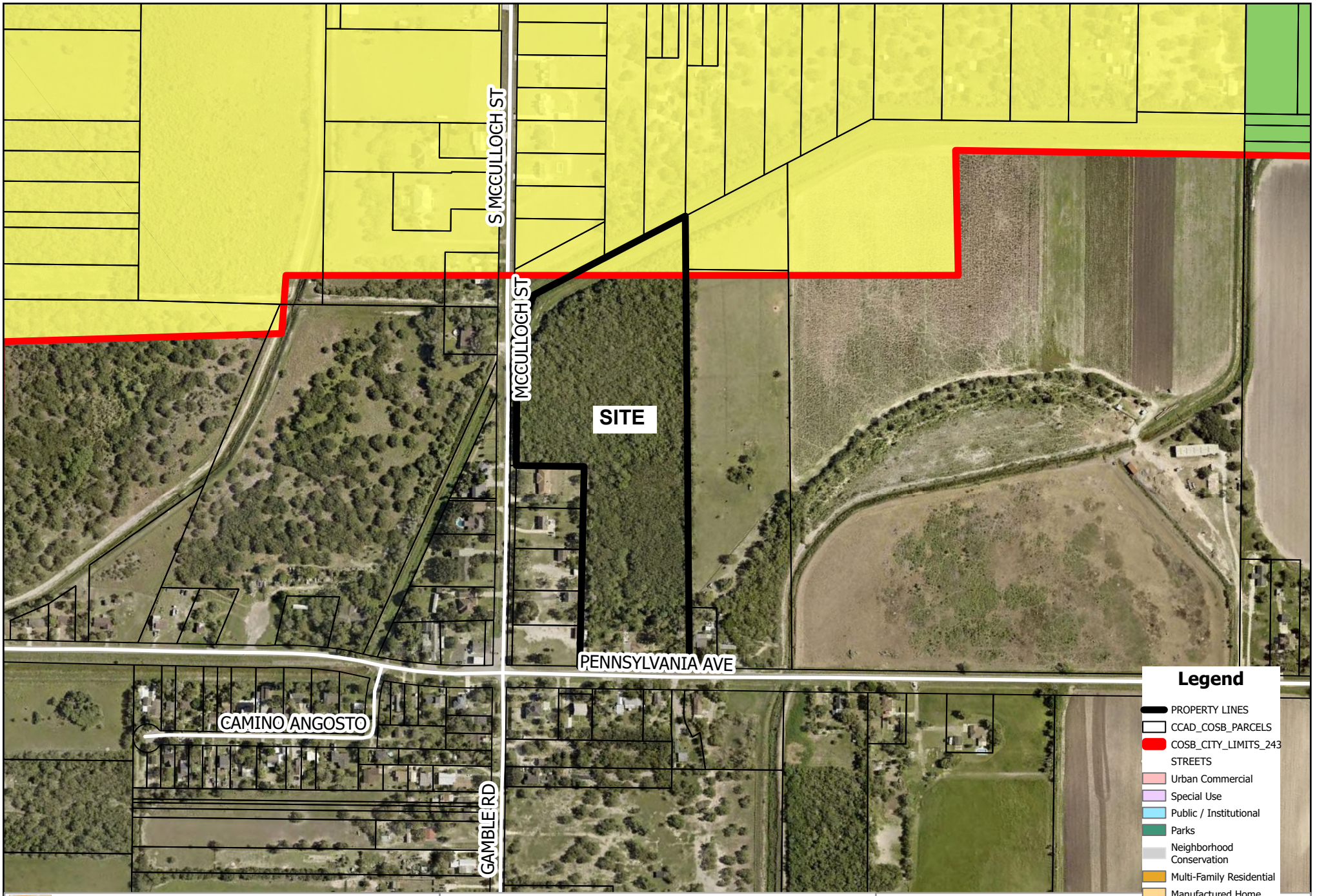


SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Zoning Map
Palmares Estates Subdivision
Rezone from AO to SF-1



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
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Drawn by: KC

Future Land Use Map
Palmares Estates Subdivision
Rezone from AO to SF-1

RIOS SURVEYING, LLC
TEXAS FIRM #10117600
221 SOUTH WILLIAMS ROAD
SAN BENITO, TEXAS 78586

METES AND BOUNDS DESCRIPTION
17.23 ACRES
CAMERON COUNTY, TEXAS

Being a tract containing 17.23 acres of land situated out of Block Number Thirty-three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, County, Texas; Said 17.23 acre tract being more particularly described as follows:

COMMENCING for reference at a point being the Southwest corner of said Block 33, the Southwest corner of the Perezville Subdivision, as recorded in Cabinet 1, Slot 1756-B of the Cameron County Map Records, Cameron County, Texas, and being the intersection of the centerline of Pennsylvania Avenue and the centerline of McCullough Street;

THENCE, South 59 degrees 17 minutes 00 seconds East, along the South line of said Block 33 and the centerline of said Pennsylvania Avenue, a distance of 300.00 feet to the POINT OF BEGINNING and being the Southeast corner of said Perezville Subdivision, for the Southwest corner of the herein described tract;

THENCE, departing the South line of said Block 33 and the centerline of said Pennsylvania Avenue, North 30 degrees 43 minutes 00 seconds East, along the East line of said Perezville Subdivision, at a distance of 30.00 feet passing a ½ inch iron rod found for reference on the North Right-o-way line of said Pennsylvania Avenue, and continuing in all a total distance of 756.00 feet to a ½ inch iron rod set for the Northeast corner of said Perezville Subdivision and for an interior corner of the herein described tract;

THENCE, North 59 degrees 17 minutes 00 seconds West, along the North line of said Perezville Subdivision, at a distance of 270.00 feet passing a Concrete Monument found for reference on the East Right-of-way line of the aforementioned McCullough Street, and continuing in all a total distance of 300.00 feet to a point for an interior corner of the herein described tract, the Northwest corner of said Perezville Subdivision and being in the centerline of said McCullough Street;

THENCE, North 30 degrees 43 minutes 00 seconds East, along the West line of said Block 33 and the centerline of said McCullough Street, a distance of 378.53 feet to a point for the Northwest corner of the herein described tract and being in the centerline of a 100 feet wide Canal Right-of-way, as recorded in Volume 51, Page 436 of the Cameron County Deed Records, Cameron County, Texas;

THENCE, departing the West line of said Block 33 and the centerline of said McCullough Street, North 53 degrees 56 minutes 00 seconds East, along the centerline of said 100 feet wide Canal Right-of-way, at a distance of 76.10 feet passing a ½ inch iron rod set for reference on the East Right-of-way line of said McCullough Street, and continuing in all a total distance of 260.07 feet to an angle point;

THENCE, continuing along the centerline of said 100 feet wide Canal Right-of-way, South 87 degrees 27 minutes 08 seconds East, a distance of 632.38 feet to a point for the Northeast corner of the herein described tract and being the Northwest corner of a certain 15.00 acre tract of record in Volume 62, Page 114 of the Cameron County Official Records, Cameron County, Texas;

THENCE, departing the centerline of said 100 feet wide Canal Right-of-way, South 30 degrees 43 minutes 00 seconds West, at a distance of 140.00 feet passing a ½ inch iron rod set for reference, at a distance of 1642.07 feet passing a ½ inch iron rod found for reference on the North Right-of-way line of the aforementioned Pennsylvania Avenue, and continuing in all a total distance of 1672.07 feet to a point for the Southeast corner of the herein described tract and being in the centerline of said Pennsylvania Avenue, and being in the South line of the aforementioned Block 33;

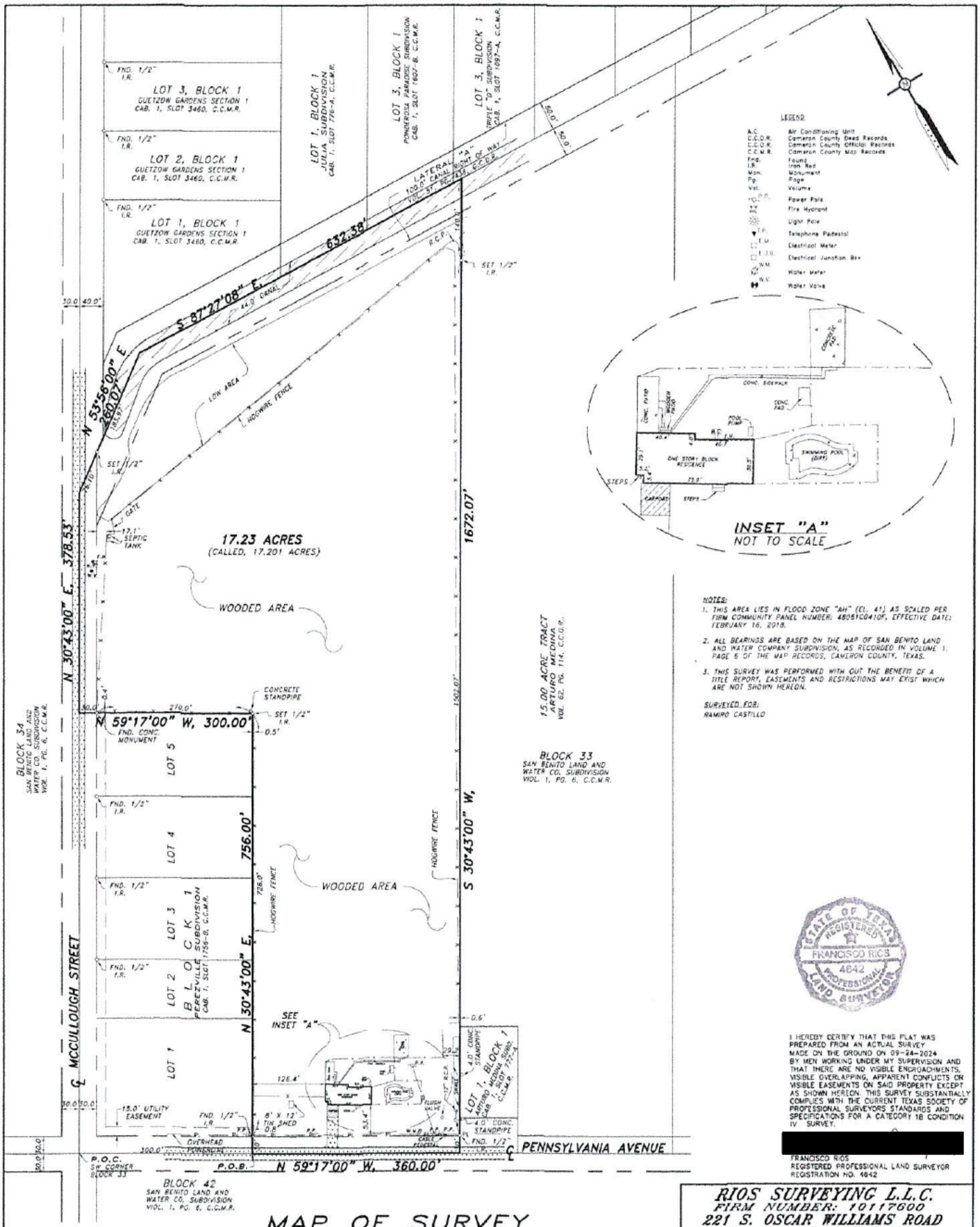
RECEIVED
JAN 03

THENCE, North 59 degrees 17 minutes 00 seconds West, along the South line of said Block 33 and the centerline of said Pennsylvania Avenue, a distance of 360.00 feet to the POINT OF BEGINNING and containing 17.23 acres of land

Date: September 27, 2024
Job No.: 2024-0687
Compiled by: F.R.



[redacted]



NOTES:

1. THIS AREA LIES IN FLOOD ZONE "AH" (EL. 41) AS SCALED PER FIRM COMMUNITY PANEL NUMBER: 48061C0410F, EFFECTIVE DATE: FEBRUARY 16, 2018.
2. ALL BEARINGS ARE BASED ON THE MAP OF SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS, CAMERON COUNTY, TEXAS.
3. THIS SURVEY WAS PERFORMED WITH OUT THE BENEFIT OF A TITLE REPORT, EASEMENTS AND RESTRICTIONS MAY EXIST WHICH ARE NOT SHOWN HEREON.

SURVEYED FOR:
RAMIRO CASTILLO

STATE OF TEXAS
REGISTERED
FRANCISCO RIOS
4642
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND ON 09-24-2024 BY MEN WORKING UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS OR VISIBLE EASEMENTS ON SAID PROPERTY EXCEPT AS SHOWN HEREON. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B CONDITION IV SURVEY.

[redacted]
FRANCISCO RIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4642

MAP OF SURVEY

BEING A 17.23 ACRES (CALLED, 17.201 ACRES) OF LAND OUT OF BLOCK THIRTY THREE (33), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RACORDS OF CAMERON COUNTY, TEXAS; AND FURTHER BEING THAT SAME PROPERTY RECORDED IN VOLUME 23856, PAGE 26 OF THE OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS.

RIOS SURVEYING L.L.C.
FIRM NUMBER: 10117600
221 S. OSCAR WILLIAMS ROAD
SAN BENITO, TEXAS 78586
PHONE: (956) 361-9179 * FAX: (956) 361-9254
EMAIL: RIOS_SURVEYING@SBCGLOBAL.NET

Date: 09-24-2024	Job No.: 2024_0687
Scale: 1"=100'	DRAWN BY: EDUARDO

ORDINANCE NUMBER 2252-AN-012026

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: BEING A TRACT CONTAINING 17.23 ACRES OF LAND SITUATED OUT OF BLOCK NUMBER THIRTY-THREE (33) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN THE CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, AND FURTHER BEING IN THE SAME PROPERTY (CALLED 17.201 ACRES) AS RECORDED IN VOLUME 23856, PAGE 26 OF THE CAMERON COUNTY OFFICIAL RECORDS, CAMERON COUNTY, TEXAS FROM AO "AGRICULTURE AND OPEN SPACE" TO SF-1 "SINGLE FAMILY ONE".

WHEREAS, the rezone is consistent with the city's land use plan as set-forth in the land use map that is a part of the city's zoning ordinance, and consistent with the city's intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: : Being a tract containing 17.23 acres of land situated out of Block Number Thirty-three (33) of the San Benito Land and Water Company Subdivision, as recorded in the Cameron County Map Records, Cameron County, Texas, and further being in the same property (called 17.201 acres) as recorded in Volume 23856, Page 26 of the Cameron County Official Records, Cameron County, Texas from AO "Agriculture and Open Space" to SF-1 "Single Family One".

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **16th** day of **December, 2025**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **6th** day of **January, 2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-AO-012026, a request to approve the rezone of a property located at FM 510 bearing a Legal Description: Being 9.00 acres of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: James Michael Fox.

RECOMMENDATION:
First Reading. No Action.

RATIONALE:
The applicant is requesting to rezone the property from LI "Light Industry" to C-2 "Commercial General Retail Business" for residential/commercial use.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
Location Map
Application
Zoning Map
Future Land Use Map
Survey
Ordinance 2252-AO-012026

PREPARED BY: Monica L Rodriguez

Planning Manager

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval

City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Location Map
FM 510
Rezone from LI to C-2

100 50 0 Miles

N

Legend

- PROPERTY LINES
- COSB_CITY_LIMITS_243
- STREETS

SAN BENITO
THE SOUL OF SOUTH TEXAS
PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

APPLICANT INFORMATION (Please PRINT or TYPE)

Name JAMES MICHAEL FOX

Address [redacted]

City SAN BENITO State TX Zip 78586

Phone No. [redacted] Fax No. —

E-mail [redacted]

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property JAMES MICHAEL FOX

Address of Property 25945 FM 510

City SAN BENITO State TX Zip 78586

Legal Description of Property: Lot _____ Block BLK 6 SAN BENITO LAND + WATER CO SUBD SE 3.364 ACRES

Subdivision SAN BENITO LAND & WATER CO SUBD SE 3.3640 ACRES

Existing Zoning LIGHT INDUSTRY Proposed Zoning C-2 COMMERCIAL GENERAL

Existing Land Use AGRICULTURAL LIVESTOCK PRODUCTION Proposed Land Use RESIDENTIAL / COMMERCIAL

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded

~Plat Tax Certificates (City, School)

~Warranty Deed

Please provide a basic description of the proposed project: THIS PROPERTY WAS REZONED TO LIGHT INDUSTRY AT SOME TIME WITHOUT NOTIFICATION TO US. THIS PROPERTY HAS BEEN IN OUR FAMILY FOR OVER 50 YRS AND HAS CONTINUOUSLY BEEN USED FOR AGRICULTURAL PURPOSES. IT IS CURRENTLY BEING USED FOR LIVESTOCK PRODUCTION. THE ZONING HINDERS THE FUTURE USE OR SALE OF THIS PROPERTY.

I hereby certify that I have read and examined this application and know the same to be true and correct.

If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date 10/24/2025

Property Owner(s) Signature [redacted] Date 10/24/2025

Revised 10/8/25

SAN BENITO
THE SOUL OF SOUTH TEXAS

PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICANT INFORMATION (Please PRINT or TYPE)

Name JAMES MICHAEL & CATHERINE WADE FOX

Address [redacted]

City SAN BENITO State TX Zip 78586

Phone No. [redacted] Fax No. —

E-mail [redacted]

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property JAMES MICHAEL & CATHERINE WADE FOX

Address of Property FM 510

City SAN BENITO State TX Zip 78586

Legal Description of Property: Lot _____, Block BLK 6 SAN BENITO LAND & WATER CO SUBD 4.6360 OUT OF 5.6360 ACRES

Subdivision _____

Existing Zoning LIGHT INDUSTRY / AGRICULTURAL Proposed Zoning C-2 COMMERCIAL GENERAL

Existing Land Use FARMING Proposed Land Use RESIDENTIAL / COMMERCIAL

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded

~Plat Tax Certificates (City, School)

~Warranty Deed

Please provide a basic description of the proposed project: THIS PROPERTY WAS REZONED TO LIGHT INDUSTRY AT SOME TIME WITHOUT NOTIFICATION TO US. THIS PROPERTY WHICH IS ADJACENT TO THE OTHER 2 HAS BEEN IN CONTINUOUS AGRICULTURE USE. IT IS CURRENTLY USED FOR HAY PRODUCTION AND IS LEASED OUT. THE ZONING WILL HINDER FUTURE USE OR SALE OF THIS PROPERTY.

I hereby certify that I have read and examined this application and know the same to be true and correct.

If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date 10/24/2025

Property Owner(s) Signature [redacted] Date 10/24/2025

Revised 10/8/25

SAN BENITO
THE SOUL OF SOUTH TEXAS
PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

APPLICANT INFORMATION (Please PRINT or TYPE)

Name JAMES MICHAEL FOX

Address [redacted]

City SAN BENITO State TX Zip 78586

Phone No. [redacted] Fax No. —

E-mail [redacted]

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property JAMES MICHAEL FOX

Address of Property 25945 FM 510

City SAN BENITO State TX Zip 78586

Legal Description of Property: Lot _____ Block BLK 6

Subdivision SAN BENITO LAND & WATER CO. SUBDIVISION SE 1.00 AC

Existing Zoning LIGHT INDUSTRY Proposed Zoning C-2 COMMERCIAL GENERAL

Existing Land Use RESIDENT - HOMESTEAD Proposed Land Use RESIDENT

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded

~Plat Tax Certificates (City, School)

~Warranty Deed

Please provide a basic description of the proposed project: THIS PROPERTY WAS REZONED TO LIGHT INDUSTRY AT SOMETIME WITHOUT NOTIFICATION TO US. THE PROPERTY HAS BEEN OUR HOME FOR OVER 50 YEARS. WITH THE CURRENT ZONING, WE ARE NOW UNABLE TO SELL OR LEAVE TO OUR CHILDREN AS A HOME TO LIVE IN!

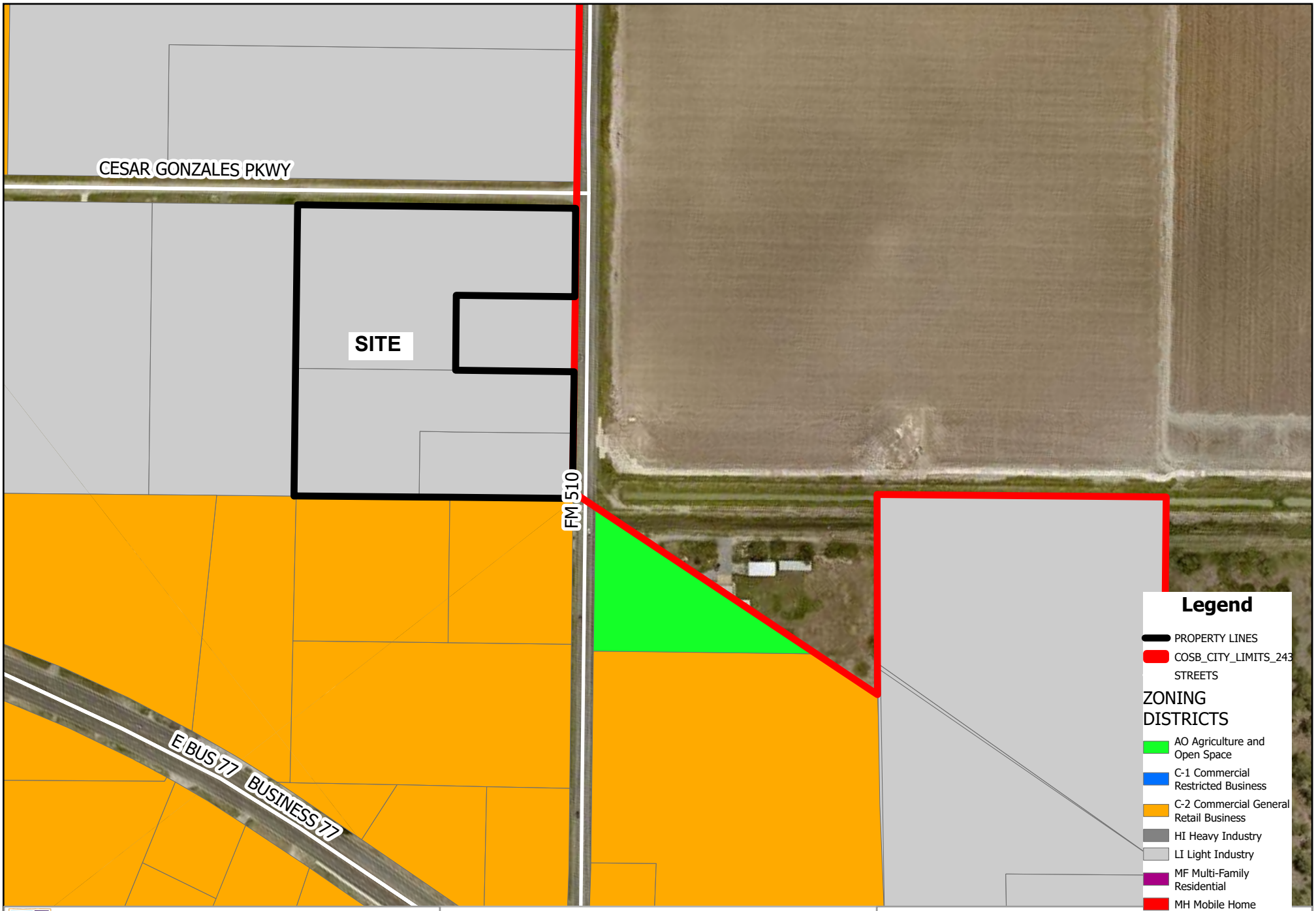
I hereby certify that I have read and examined this application and know the same to be true and correct.

If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date 10/24/2025

Property Owner(s) Signature [redacted] Date 10/24/2025

Revised 10/8/25



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Zoning Map
FM 510
Rezone from LI to C-2

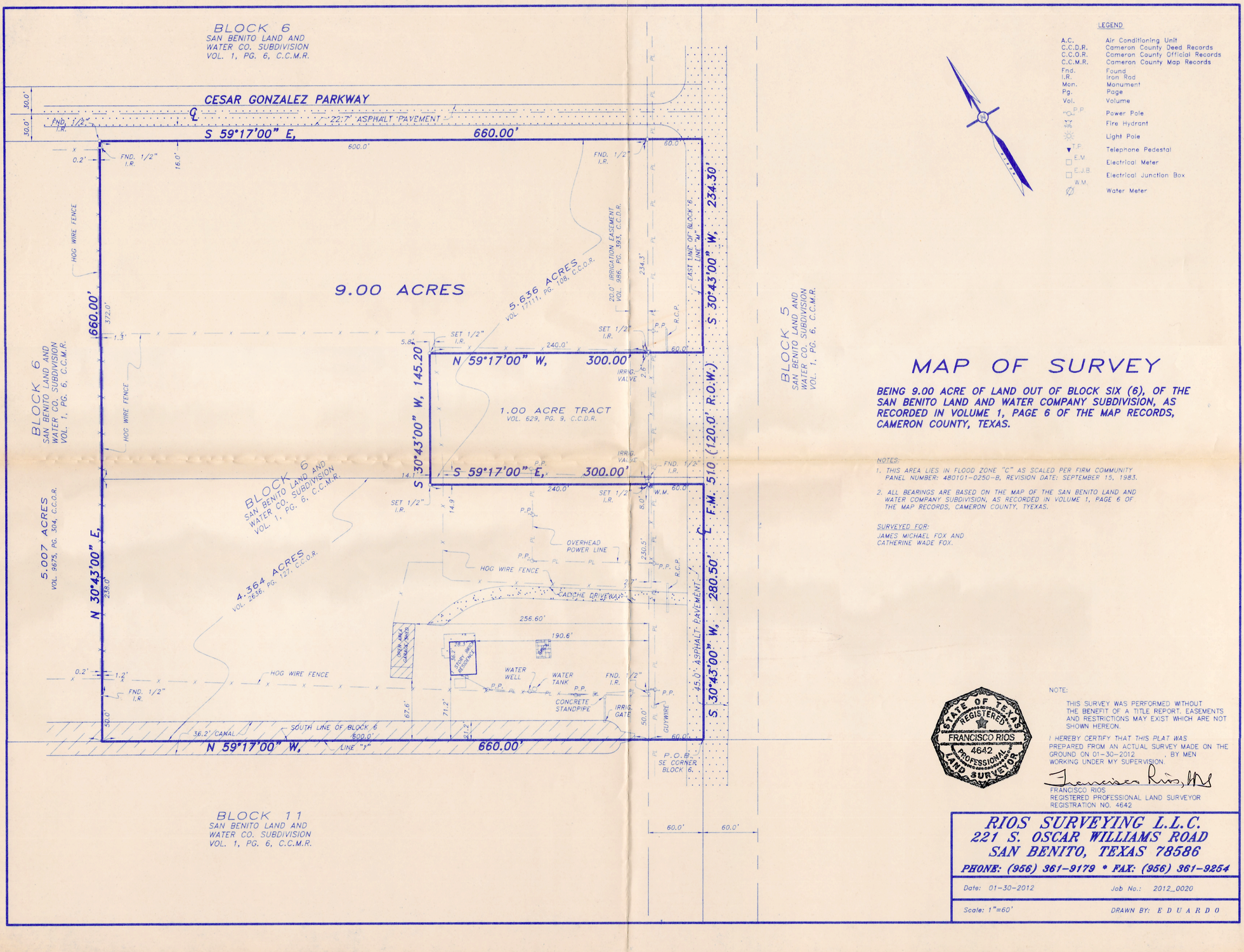


SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Future Land Use Map
FM 510
Rezone from LI to C-2



LEGEND

A.C.	Air Conditioning Unit
C.C.D.R.	Cameron County Deed Records
C.C.O.R.	Cameron County Official Records
C.C.M.R.	Cameron County Map Records
Fnd.	Found
I.R.	Iron Rod
Mon.	Monument
Pg.	Page
Vol.	Volume
P.P.	Power Pole
	Fire Hydrant
	Light Pole
T.P.	Telephone Pedestal
E.M.	Electrical Meter
E.J.B.	Electrical Junction Box
W.M.	Water Meter

MAP OF SURVEY

BEING 9.00 ACRE OF LAND OUT OF BLOCK SIX (6), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS, CAMERON COUNTY, TEXAS.

NOTES:

1. THIS AREA LIES IN FLOOD ZONE "C" AS SCALED PER FIRM COMMUNITY PANEL NUMBER: 480101-0250-B, REVISION DATE: SEPTEMBER 15, 1983.
2. ALL BEARINGS ARE BASED ON THE MAP OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS, CAMERON COUNTY, TYEXAS.

SURVEYED FOR:
JAMES MICHAEL FOX AND
CATHERINE WADE FOX.

STATE OF TEXAS
REGISTERED
FRANCISCO RIOS
4642
PROFESSIONAL
LAND SURVEYOR

NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. EASEMENTS AND RESTRICTIONS MAY EXIST WHICH ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND ON 01-30-2012 , BY MEN WORKING UNDER MY SUPERVISION.

Francisco Rios, III

FRANCISCO RIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4642

RIOS SURVEYING L.L.C.
221 S. OSCAR WILLIAMS ROAD
SAN BENITO, TEXAS 78586
PHONE: (956) 361-9179 * FAX: (956) 361-9254

Date: 01-30-2012 Job No.: 2012_0020

Scale: 1"=60' DRAWN BY: E D U A R D O

ORDINANCE NUMBER 2252-AO-012026

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: BEING 9.00 ACRES OF LAND OUT OF BLOCK SIX (6), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS, CAMERON COUNTY, TEXAS FROM LI "LIGHT INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS".

WHEREAS, the rezone is consistent with the city's land use plan as set-forth in the land use map that is a part of the city's zoning ordinance, and consistent with the city's intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: : Being 9.00 acres of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business".

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **16th** day of **December, 2025**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **6th** day of **January, 2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-AP-012026, a request to rezone a property located at 449 Ratliff Street bearing a Legal Description: Being Lot 4, Block 1, Collins-Patty Subdivision, an Addition to the City of San Benito, Cameron County, Texas, according to Volume 7, Page 58, Map Records, Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Zoila Reyes Rodenzo.

RECOMMENDATION:
First Reading. No Action.

RATIONALE:
The applicant is requesting to rezone the property from SF-1 "Single Family One" to C-2 "Commercial General Retail Business" for commercial use. The site currently contains a commercial building operating as a grocery store. To continue operating as a grocery store, the new owner will need to rezone the property to commercial.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

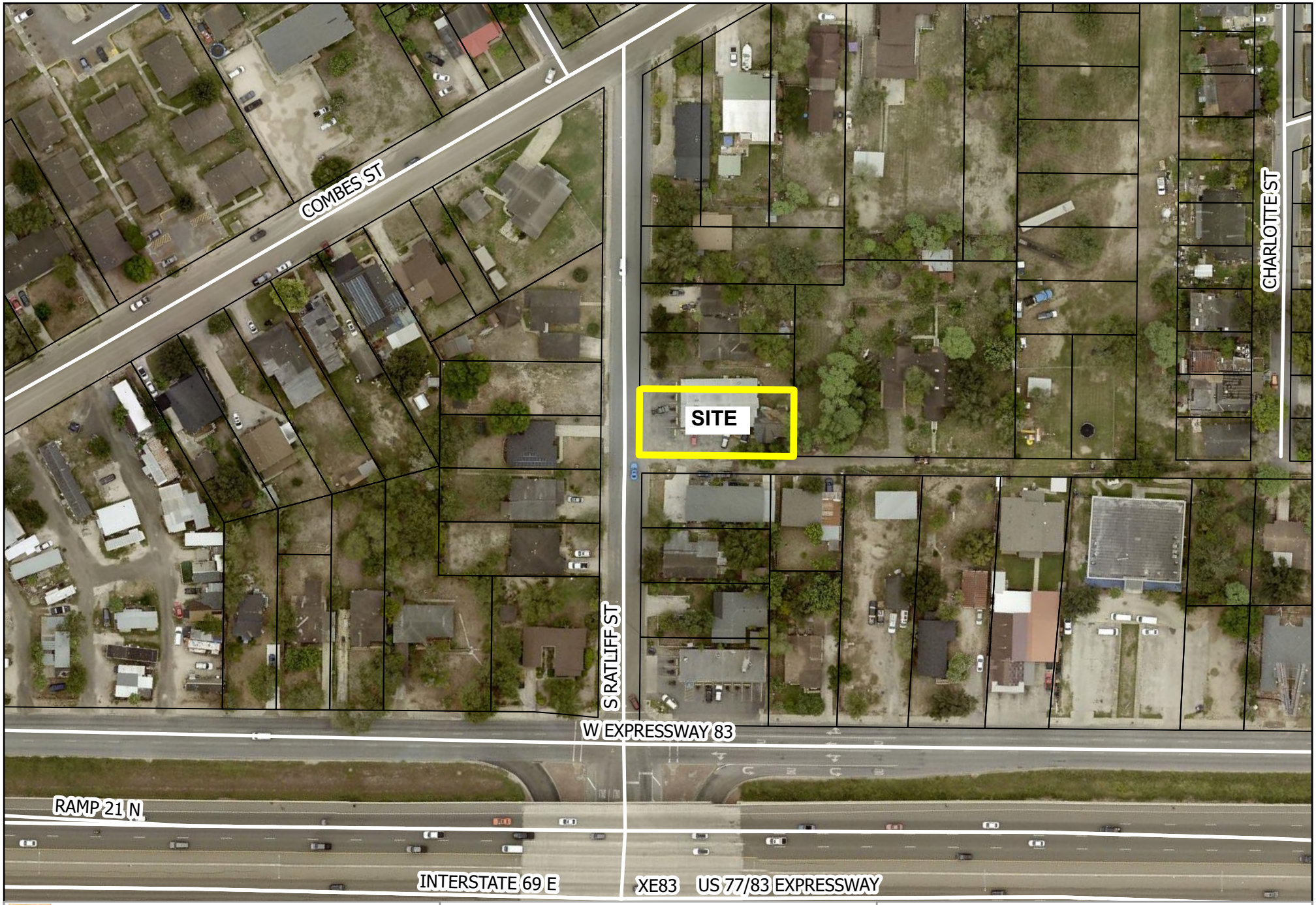
EXHIBITS:
Location Map
Application
Zoning Map
Future Land Use
Survey
Ordinance 2252-AP-012026

PREPARED BY: Monica L Rodriguez

_____ 12/10/2025
Planning Manager Date

Fred R. Sandoval

Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Location Map
449 Ratliff St
Rezone from SF-1 to C-2

N

100 50 0 Miles

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- STREETS

SAN BENITO
THE SOUL OF SOUTH TEXAS

PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

APPLICANT INFORMATION (Please PRINT or TYPE)

Name ZOILA REYES RODEZNO

Address [redacted]

City SAN BENITO State TX Zip 78586

Phone No. [redacted] Fax No. _____

E-mail [redacted]

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property ZOILA REYES RODEZNO

Address of Property 449 RATCLIFF ST

City SAN BENITO State TX Zip 78586

Legal Description of Property: Lot 4, Block 1

Subdivision COLLINS - PATTY SUBDIVISION

Existing Zoning _____ Proposed Zoning _____

Existing Land Use _____ Proposed Land Use _____

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded Plat

~Tax Certificates (City, School)

~Warranty Deed

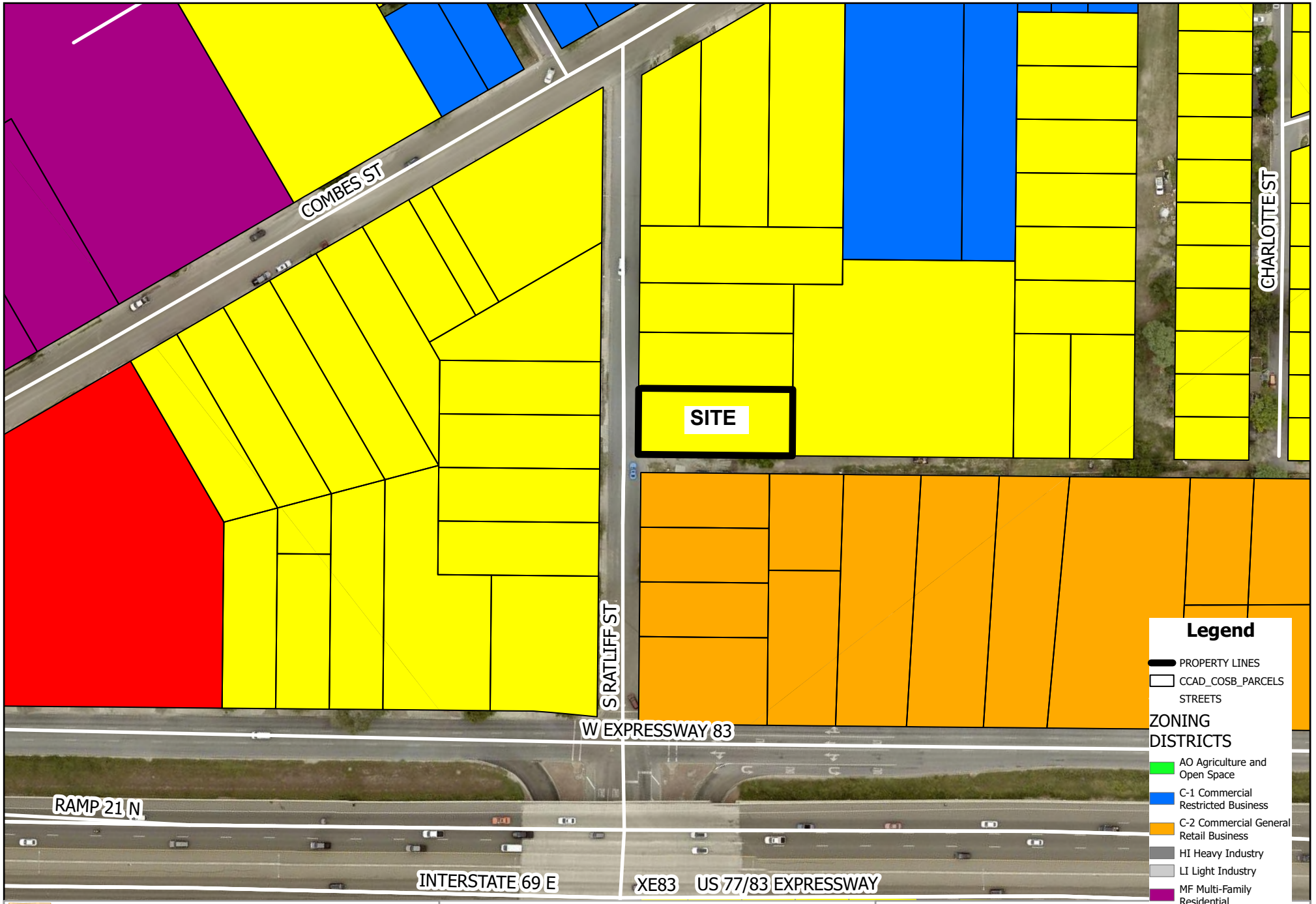
Please provide a basic description of the proposed project: GROCERIES STORE AND RESTAURANT

I hereby certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date [redacted]

Property Owner(s) Signature [redacted] Date [redacted]

Revised 10/8/25



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Zoning Map
449 Ratliff St
Rezone from SF-1 to C-2



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Future Land Use Map
449 Ratliff St
Rezone from SF-1 to C-2

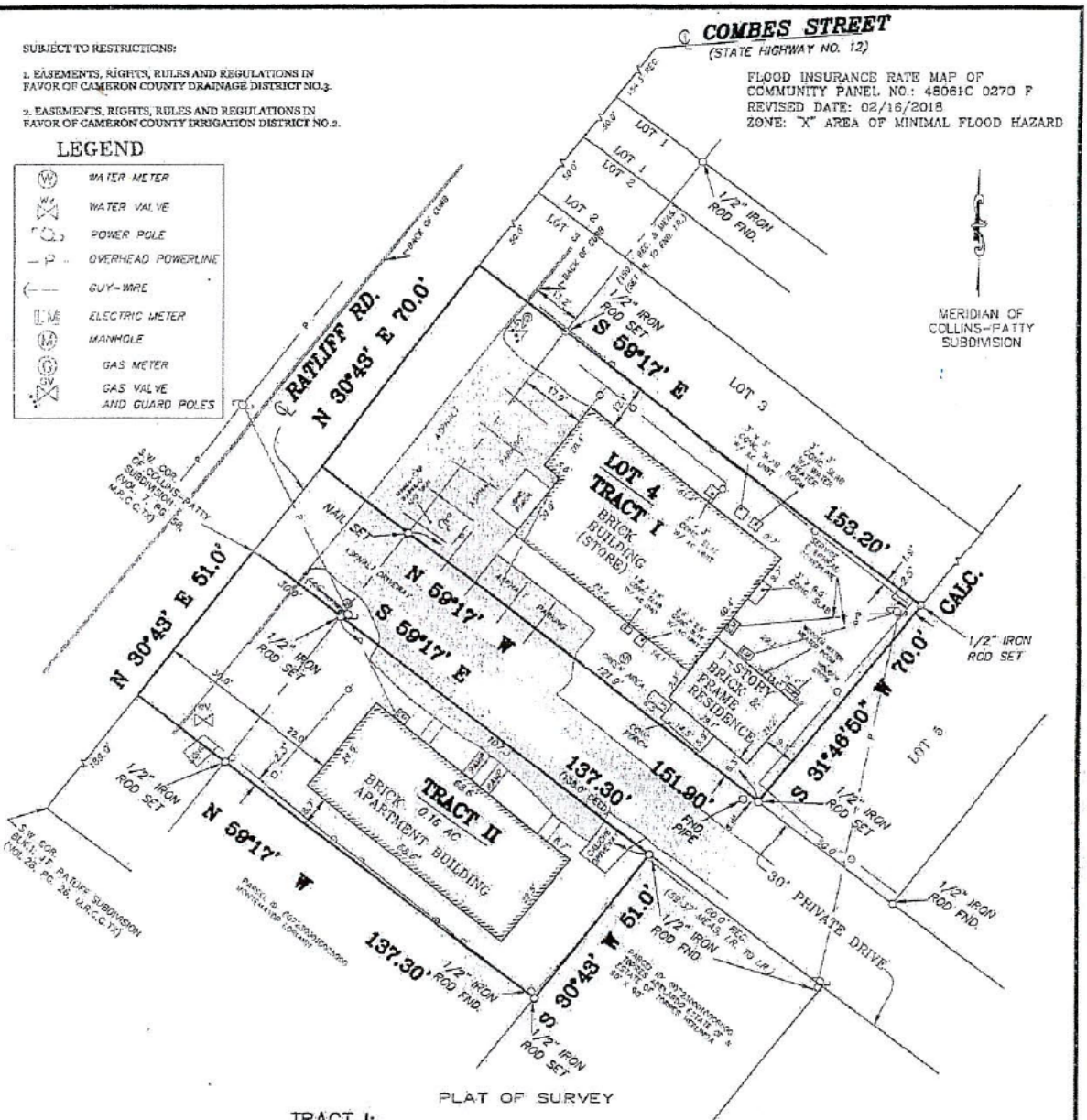
SUBJECT TO RESTRICTIONS:

1. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF CAMERON COUNTY DRAINAGE DISTRICT NO.3.

2. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF CAMERON COUNTY IRRIGATION DISTRICT NO.2.

LEGEND

- WATER METER
- WATER VALVE
- POWER POLE
- OVERHEAD POWERLINE
- GUY-WIRE
- ELECTRIC METER
- MANHOLE
- GAS METER
- GAS VALVE AND GUARD POLES



PLAT OF SURVEY

TRACT I:
ALL OF LOT FOUR (4), BLOCK ONE (1), COLLINS-PATTY SUBDIVISION, CAMERON COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 58, MAP RECORDS, CAMERON COUNTY, TEXAS.

TRACT II:
A TRACT OF LAND 51 FEET BY 137.3 FEET OUT OF THE SOUTHWEST PART OF BLOCK ONE (1), J.F. RATLIFF SUBDIVISION, CAMERON COUNTY, TEXAS, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED IN VOLUME 5, PAGE 26, MAP RECORDS CAMERON COUNTY, TEXAS.

STATE OF TEXAS
REGISTERED
JUAN GARCIA JR.
4203
PROFESSIONAL

"I, JUAN GARCIA JR., REGISTERED PROFESSIONAL LAND SURVEYOR #4203, DO CERTIFY THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND ON 02/03/2020 BY ME OR UNDER MY DIRECTION; THIS SURVEY SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 2 SURVEY"

SURVEYED FOR: BOUGAMBILLIAS CONSTRUCTION, LLC.

SCALE: 1" = 30'

THIS SURVEY IS DONE FOR THE EXCLUSIVE USE OF THE OWNER AND IS NOT VALID AFTER 6 MONTHS WITHOUT AN ORIGINAL SEAL AND SIGNATURE.

[redacted]

JUAN GARCIA JR. R.P.L.S. #4203

[redacted]

J N H

SURVEYING CO., LLC.
(956) 423-1702
FIRM# 10011400

GF NO.: 2020-0272

JOB NO.: JN6806

ORDINANCE NUMBER 2252-AP-012026

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: BEING LOT 4, BLOCK 1, COLLINS-PATTY SUBDIVISION, AN ADDITION TO THE CITY OF SAN BENITO, CAMERON COUNTY, TEXAS, ACCORDING TO VOLUME 7, PAGE 58, MAP RECORDS, CAMERON COUNTY, TEXAS FROM SF-1 "SINGLE FAMILY ONE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS".

WHEREAS, the rezone is consistent with the city's land use plan as set-forth in the land use map that is a part of the city's zoning ordinance, and consistent with the city's intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: : Being Lot 4, Block 1, Collins-Patty Subdivision, an Addition to the City of San Benito, Cameron County, Texas, according to Volume 7, Page 58, Map Records, Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business".

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **16th** day of **December, 2025**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **6th** day of **January, 2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-AQ-012026, to approve a Voluntary De-annexation request of approximately 1.420 gross acres (1.25 net acres) located at 29376 Resaca Drive, further described in the metes and bounds survey recorded for Lot 2, JO C. Elstner's Horse Shoe Subdivision as recorded in Volume 8, Page 71, Map Records, Cameron County, Texas. Applicant: John L. Claudio (applicant memorandum dated October 23, 2025 on record).

RECOMMENDATION:
First Reading. No Action.

RATIONALE:
A portion of the property lies within San Benito's corporate limits, and a portion lies in the City's ETJ, as depicted in the City-prepared location and 200-foot radius map. No city utilities in this area.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

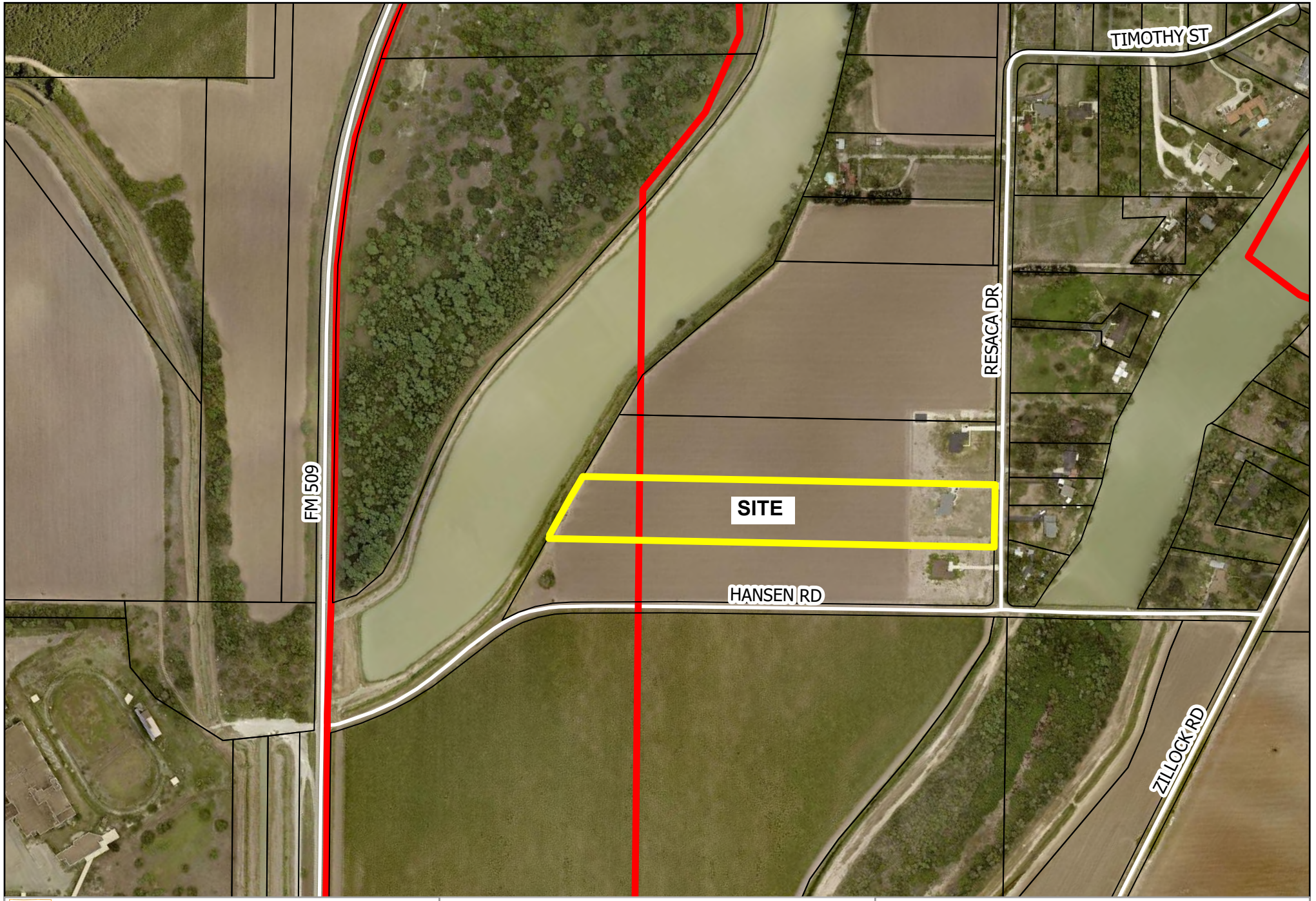
EXHIBITS:
Location Map
Request to De-Annex
Survey & Metes and Bounds
Ordinance 2252-AQ-012026

PREPARED BY: Monica L Rodriguez

Planning Manager

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
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Drawn by: KC

Location Map
29376 Resaca Dr.
Voluntary De-Annexation

N

100 50 0 Miles

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS

Memorandum November 24,2025 **For Record**

October 23, 2025

(Initially submitted)

To: City of San Benito Planning and Development

From: John L. Claudio, 29376 Resaca Drive San Benito, TX. 78586

Subject: De-annexation of Property ID: 423430

Requesting the de-annexation of 29376 Resaca Drive, San Benito, TX. from the Extra Territorial Jurisdiction and City Limits of San Benito, TX.

Respectfully

[redacted]

John L. Claudio

METES AND BOUNDS DESCRIPTION OF A 1.420 GROSS ACRES (1.25 NET ACRES) HOMESTEAD SURVEY OUT OF LOT TWO (2), JO C. ELSTNER'S HORSE SHOE SUBDIVISION AS RECORDED IN VOLUME 8, PAGE 71 MAP RECORDS OF CAMERON COUNTY, TEXAS

Being a 1.420 acre tract out of lot two (2), Jo C. Elstner's Horse Shoe Subdivision as recorded in Volume 8 page 71, Map Records, Cameron County, Texas and more particularly described by metes and bounds as follows:

Commencing at a point bearing 40.00 feet S 59-17-00 E from a found 1/2" iron rod located at the North Right of Way of a 55 feet Road, said point also being the Northeast corner of Lot 2 and being the POINT OF BEGINNING;

Thence S 30-43-00 W along the east boundary of lot two (2), 185.00 feet to a point for the southeast corner of said tract;

Thence N 59-17-00 W at 40.00 feet pass a set 1/2" iron rod for the Right of Way of a 55 feet Road, and continuing for a total distance of 334.32 feet to a set 1/2" iron rod for the southwest corner of said tract;

Thence N 30-43-00 E, 185.00 feet to a set 1/2" iron rod for the northwest corner of said tract and said rod being on the boundary line of Lot two (2);

Thence S 59-17-00 E along the common boundary of lots two (2) and three (3), at 294.32 feet pass a found 1/2" iron rod for the Right of Way of a 55 feet Road and continuing for a total distance of 334.32 feet to the POINT OF BEGINNING and containing 1.420 gross acres, 1.25 net acres of land, more or less.

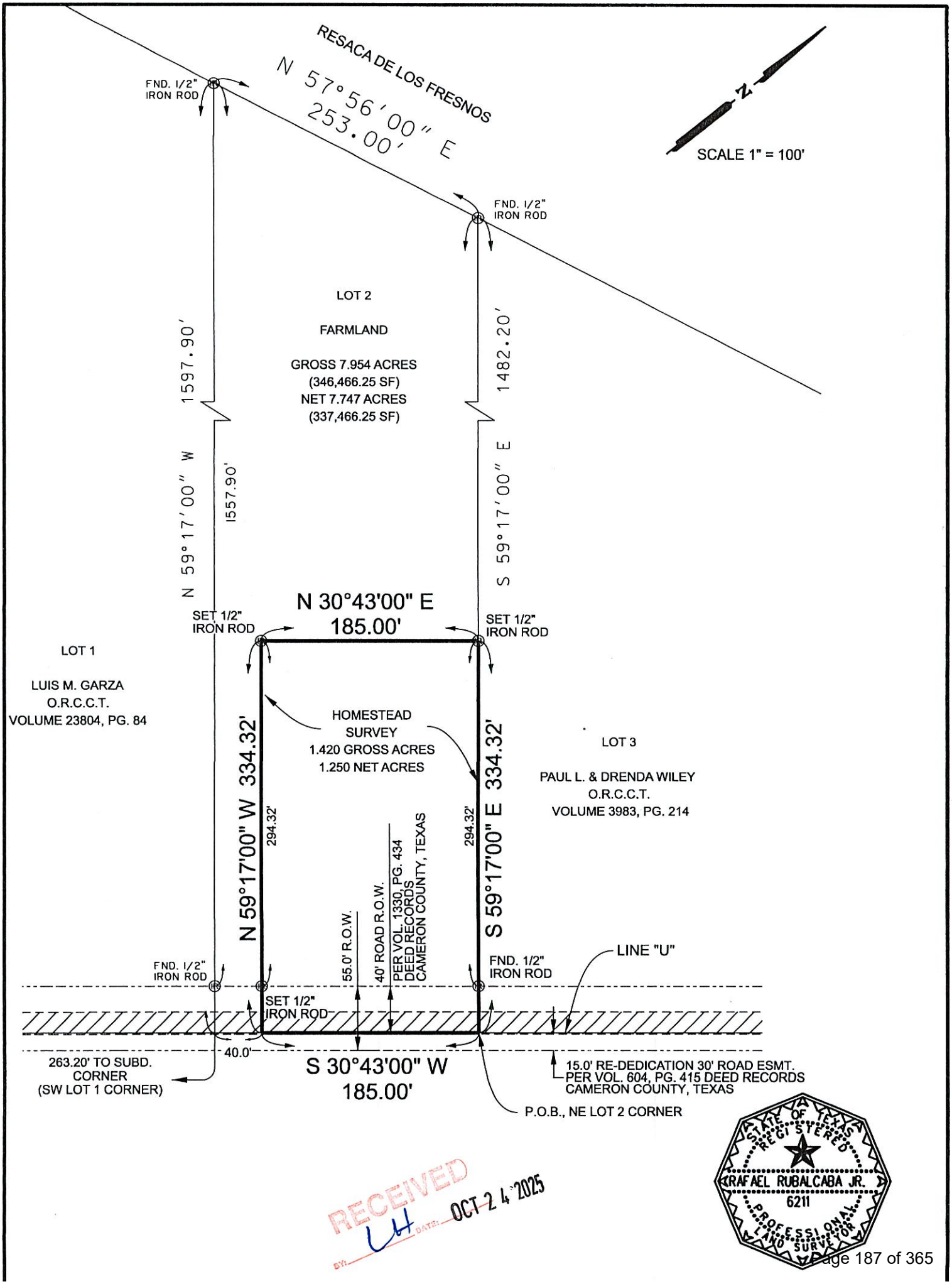
NOTE: 1). A survey drawing accompanies these Metes and Bounds.
2). Basis of Bearings as shown on the Jo C. Elstner's Horse Shoe Subdivision Plat.



[redacted]

5/29/19

RECEIVED
OCT 24 2025



RECEIVED
BY: LH DATE: OCT 24 2025

ORDINANCE NO. 2252-AQ-012026

AN ORDINANCE OF THE CITY OF SAN BENITO, TEXAS, DE-ANNEXING APPROXIMATELY 1.420 GROSS ACRES (1.25 NET ACRES) OF LAND LOCATED AT 29376 RESACA DRIVE, BEING LOT 2 OF THE J.O. C. ELSTNER'S HORSE SHOE SUBDIVISION, CAMERON COUNTY, TEXAS; PROVIDING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of San Benito ("City") received a written request from **John L. Claudio**, owner of the property located at **29376 Resaca Drive**, requesting voluntary de-annexation of the tract identified as **Property ID 423430**, and more particularly described in the metes and bounds attached to the request; and

WHEREAS, the subject property includes land partially located within the corporate boundaries of the City, as reflected in the City's location map and 200-foot radius map; and

WHEREAS, the City does not provide water or sewer service to the subject tract, and de-annexation will not impair the City's ability to provide municipal services; and

WHEREAS, the City Commission conducted a public hearing on December 16, 2025 pursuant to Section 43.0672, Texas Local Government Code; and

WHEREAS, after considering all information presented, the City Commission finds that the request satisfies the statutory requirements for voluntary de-annexation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION 1. The tract commonly known as **29376 Resaca Drive**, described in the metes and bounds survey attached as **Exhibit A**, is hereby DE-ANNEXED from the corporate limits and extraterritorial of the City of San Benito, Texas.

SECTION 2. The City Secretary is directed to file this ordinance, together with a map and legal description of the area de-annexed, with the Cameron County Clerk in accordance with state law.

SECTION 3. SEVERABILITY. If any portion of this ordinance is held invalid, such invalidity shall not affect the remaining provisions.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect immediately upon passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **16th** day of **December, 2025**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **6th** day of **January, 2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-AR-012026, a request to rezone a property located at 25961 FM 510, bearing a Legal Description of: Being 1.00 acre of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Raymond M. Garcia & Alicia C. Garcia.

RECOMMENDATION:
First Reading. No Action.

RATIONALE:
The applicant is requesting to rezone the property from LI "Light Industry" to C-2 "Commercial General Retail Business" for residential/commercial use.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
Location Map
Application
Zoning Map
Future Land Use Map
Survey
Ordinance 2252-AR-012026

PREPARED BY: Monica L. Rodriguez

Planning Manager

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval

City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Location Map
25961 FM 510
Rezone from LI to C-2

100 50 0 Miles

N

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS

SAN BENITO
THE SOUL OF SOUTH TEXAS

PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

Permit #073852

APPLICANT INFORMATION (Please **PRINT** or **TYPE**)

Name Raymond M. Garcia & Alicia C. Garcia

Address [redacted]

City [redacted] State [redacted] Zip [redacted]

Phone No. [redacted] Fax No. N/a

E-mail [redacted]

PROPERTY INFORMATION (Please **PRINT** or **TYPE**)

Owner of Property Raymond M. Garcia & Alicia C. Garcia

Address of Property 25961 FM 510

City San Benito State Texas Zip 78586

Legal Description of Property: Lot _____, Block 6

Subdivision San Benito Land & Water Co Subd

Existing Zoning LI Proposed Zoning C-2

Existing Land Use Single Family Dwelling Proposed Land Use Single Family Dwelling

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded Plat

~Tax Certificates (City, School)

~Warranty Deed

Please provide a basic description of the proposed project: We would like to change our property zoning from LI and change to C-2

I hereby certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date 11-19-25

Property Owner(s) Signature [redacted] Date 11-19-25

RECEIVED
BY: LH DATE: NOV 21 2025

Revised 10/8/25

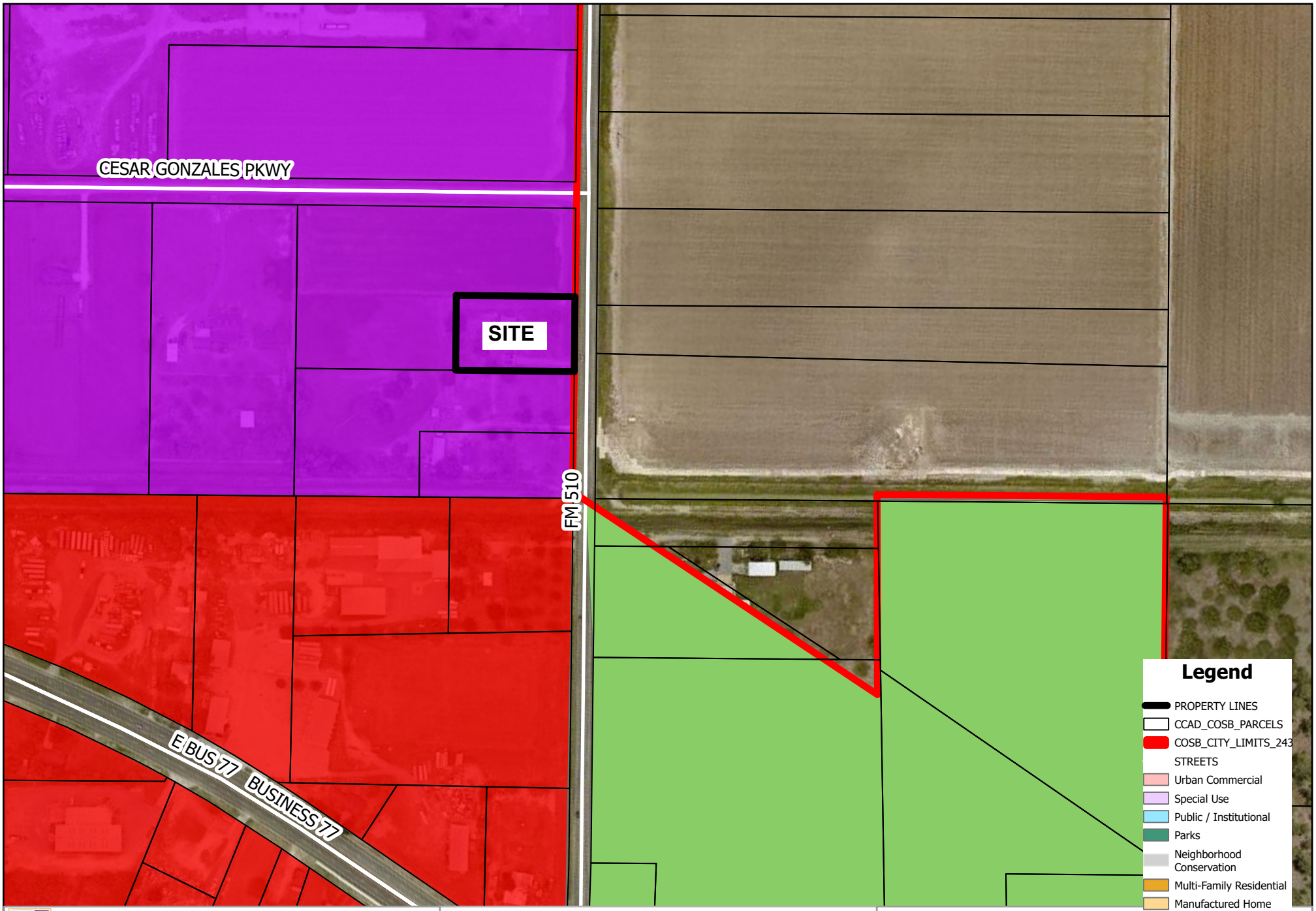


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Drawn by: KC

Zoning Map
25961 FM 510
Rezone from LI to C-2

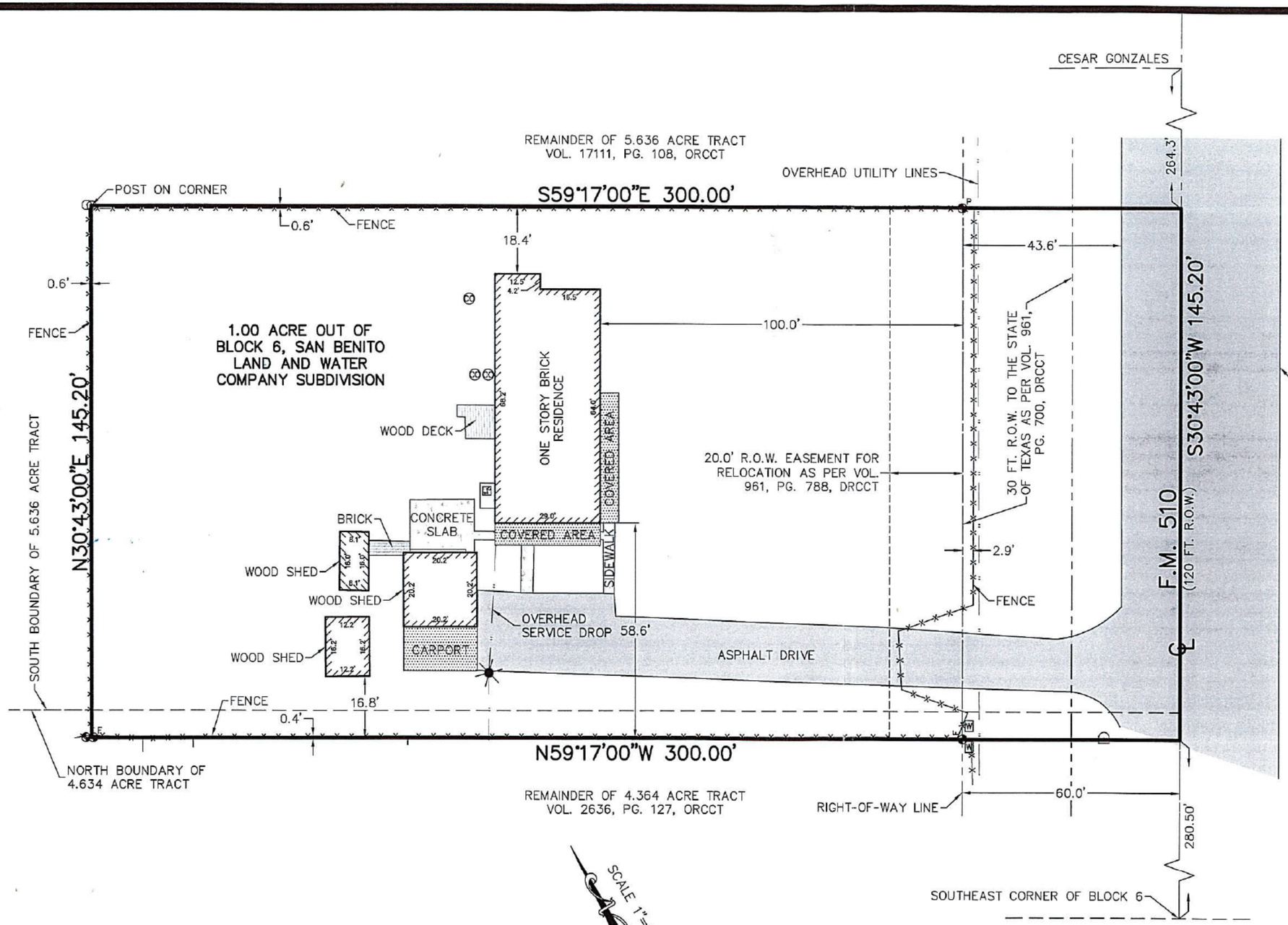


SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Future Land Use Map
25961 FM 510
Rezone from LI to C-2



NOTES

1. BASIS OF BEARINGS AS PER SAN BENITO LAND AND WATER COMPANY SUBDIVISION RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS.

2. ADDRESS: 25961 FM 510
SAN BENITO, TEXAS 78586

3. COMMITMENT FOR TITLE INSURANCE WITH FILE NO. 1955390, ISSUED FEBRUARY 28, 2023 WAS USED TO PREPARE THIS SURVEY.

SURVEYOR CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREIN WAS MONUMENTED ON THE GROUND ON **03/08/2023**, THAT THE ONLY VISIBLE IMPROVEMENTS ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS EXCEPT AS SHOWN HEREIN, THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

[redacted]

CODY MICHAEL MOORE, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6370

3/10/2023
DATE

STATE OF TEXAS
REGISTERED
CODY MICHAEL MOORE
6370
PROFESSIONAL
LAND SURVEYOR

FLOOD ZONE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X", AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO. 480113, PANEL NO. 0290, SUFFIX "F", EFFECTIVE FEBRUARY 16, 2018.

LEGEND

● 5/8"	IRON ROD FOUND	⌂	MAILBOX
●	PIPE FOUND	⊗	CLEANOUT
W	WATER METER	⊕	WATER VALVE
	POWER POLE		A/C UNIT
○	POST		LIGHT POST

BOUNDARY SURVEY OF:

1.00 ACRE OF LAND OUT OF BLOCK NUMBER SIX (6), OF THE **SAN BENITO LAND AND WATER COMPANY SUBDIVISION,** AS RECORDED IN VOLUME 1, PAGE 6, OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS, AND FURTHER BEING THAT SAME PROPERTY RECORDED IN VOLUME 629, PAGE 9, OF THE DEED RECORDS, CAMERON COUNTY, TEXAS.

FOR: RAYMOND M. GARCIA AND ALICIA C. GARCIA	
DATE: 10 MARCH 2023	JOB NO: 116051

Moore Land Surveying, LLC
14216 Palis Drive, La Feria, TX 78559
(956)245-0988 TBPLS Firm No. 10194186

RECEIVED
NOV 21 2025
BY: LH DATE:

ORDINANCE NUMBER 2252-AR-012026

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: BEING 1.00 ACRE OF LAND OUT OF BLOCK SIX (6), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS, CAMERON COUNTY, TEXAS FROM LI "LIGHT INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS".

WHEREAS, the rezone is consistent with the city's land use plan as set-forth in the land use map that is a part of the city's zoning ordinance, and consistent with the city's intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: : Being 1.00 acre of land out of Block Six (6), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business".

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **16th** day of **December, 2025**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **6th** day of **January, 2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-AS-012026, an ordinance amending Ordinance Number 2252 and sections of the Code of Ordinances that pertain to Administration and Enforcement, and codified in the Code of Ordinances in Chapter 14A, to amend Section 3.02, Building Permit Process.

RECOMMENDATION:
First Reading, No Action.

RATIONALE:
This amendment updates the City of San Benito's building permit procedures to align with Texas Local Government Code § 214.904, which establishes a 45-day review period and specific requirements for municipal action on permit applications. The current ordinance contains outdated processing deadlines that conflict with state law.

The revised language provides clear timelines for initial review, follow-up actions, and written notices, as well as the consequences for not meeting statutory deadlines. Updating the ordinance ensures legal compliance, improves transparency, and provides a consistent permitting process for applicants.

By adopting this amendment, the City brings its permitting procedures up to date and strengthens accountability in the administration of building permits.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: Ordinance 2252-AS-012026
Local Government Code Section 214.904

PREPARED BY: Monica L. Rodriguez

_____ 12/10/2025
Planning Manager Date

Fred R. Sandoval

Fred Sandoval
City Manager

ORDINANCE NUMBER 2252-AS-012026

AMENDING ORDINANCE NUMBER 2252 AND SECTIONS OF THE CODE OF ORDINANCES THAT PERTAIN TO ADMINISTRATION AND ENFORCEMENT, AND CODIFIED IN THE CODE OF ORDINANCES IN CHAPTER 14A, TO AMEND SECTION 3.02, BUILDING PERMIT PROCESS, REPEALING ANY OTHER ORDINANCES IN CONFLICT THEREWITH, AS PROVIDED BY THE CITY OF SAN BENITO AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

This ordinance is for the purpose of amending sections of the Code of Ordinances that pertain to Building Permit Process.

Section I

Amending Ordinance Number 2252 as codified in the City's Code of Ordinances in Chapter 14, to amend Section 3.02, Building Permit Process (B);

Repealing the following verbiage located under (B) Building Permit Process:

> B. The Building Inspector shall be empowered to act within the provisions of this Ordinance upon all applications for building permits, and the same shall be approved or denied not later than the fifth business day for residential and not later than the 10th day for commercial succeeding the day of filing. In the event of refusal to issue a permit upon application, the applicant may file an appeal to the Zoning Board of Adjustments and Appeals (see Section 15).

And replacing with the following:

> **Section 1. Applicability**
>
> This ordinance applies only to a permit required by the City of San Benito to erect, construct, or improve a building or other structure within the city limits or its extraterritorial jurisdiction (ETJ).
>
> **Section 2. Initial Permit Decision Timeline**
>
> A. Not later than the 45th day following the date a complete application for a permit is officially submitted, the City's permitting authority must take one of the following actions:
>
> 1. Grant or deny the permit;

2. Provide written notice to the applicant, clearly stating the reasons why the City has been unable to grant or deny the permit application within the 45-day period; or

3. Execute a written agreement with the applicant establishing a mutually agreed-upon extended deadline for granting or denying the permit.

Section 3. Final Decision After Initial Notice

A. For any permit application where written notice was provided under Section 2.A.2 (stating reasons for delay), the City must subsequently grant or deny the permit application not later than the 30th day after the date the applicant receives that initial notice.

Section 4. Consequences of Failure to Act

A. If the City's permitting authority fails to grant or deny a complete permit application within the time required by Section 3.A, or by the extended deadline established in a written agreement under Section 2.A.3, the City shall be subject to the following limitations:

1. The City may not collect any further permit fees associated with that specific application; and

2. The City shall refund to the applicant any and all permit fees associated with the application that have already been collected.

SECTION II. EFFECTIVE DATE
This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **16th** day of **December, 2025**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **6th** day of **January, 2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

Sec. 214.904. TIME FOR ISSUANCE OF MUNICIPAL BUILDING PERMIT. (a) This section applies only to a permit required by a municipality to erect or improve a building or other structure in the municipality or its extraterritorial jurisdiction.

(b) Not later than the 45th day after the date an application for a permit is submitted, the municipality must:

(1) grant or deny the permit;

(2) provide written notice to the applicant stating the reasons why the municipality has been unable to grant or deny the permit application; or

(3) reach a written agreement with the applicant providing for a deadline for granting or denying the permit.

(c) For a permit application for which notice is provided under Subsection (b)(2), the municipality must grant or deny the permit not later than the 30th day after the date the notice is received.

(d) If a municipality fails to grant or deny a permit application in the time required by Subsection (c) or by an agreement under Subsection (b)(3), the municipality:

(1) may not collect any permit fees associated with the application; and

(2) shall refund to the applicant any permit fees associated with the application that have been collected.

Added by Acts 2005, 79th Leg., Ch. 917 (H.B. 265), Sec. 1, eff. September 1, 2005.

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-WA-010626, a request to approve an amendment to the PDD "Planned Development District", adopted on December 5, 2024, for the property located on Business 77 and Williams Road, known as San Sebastian Subdivision, bearing a Legal Description of: A 47.350 acre tract of land, more or less, out of Lots 2, 7, 8, 9, 10, 15 and 16, Block 129, San Benito Land and Water Company Subdivision, as per Map or Plat thereof recorded in Volume 1, Page 6, Map Records, Cameron County, Texas. Applicant: Fabian Contreras.

RECOMMENDATION:
First Reading. No Action.

RATIONALE:
San Sebastian Subdivision, previously zoned to PDD "Planned Development District" is being amended to include additional lots in Phase 3 by changing the dimensions of certain lots. The updated tables also identify the lots do not meet the required square footage, lot depth and lot width as part of the PDD.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
Location Map
Zoning Map
Future Land Use Map
Ordinance 2252-W-A-010626

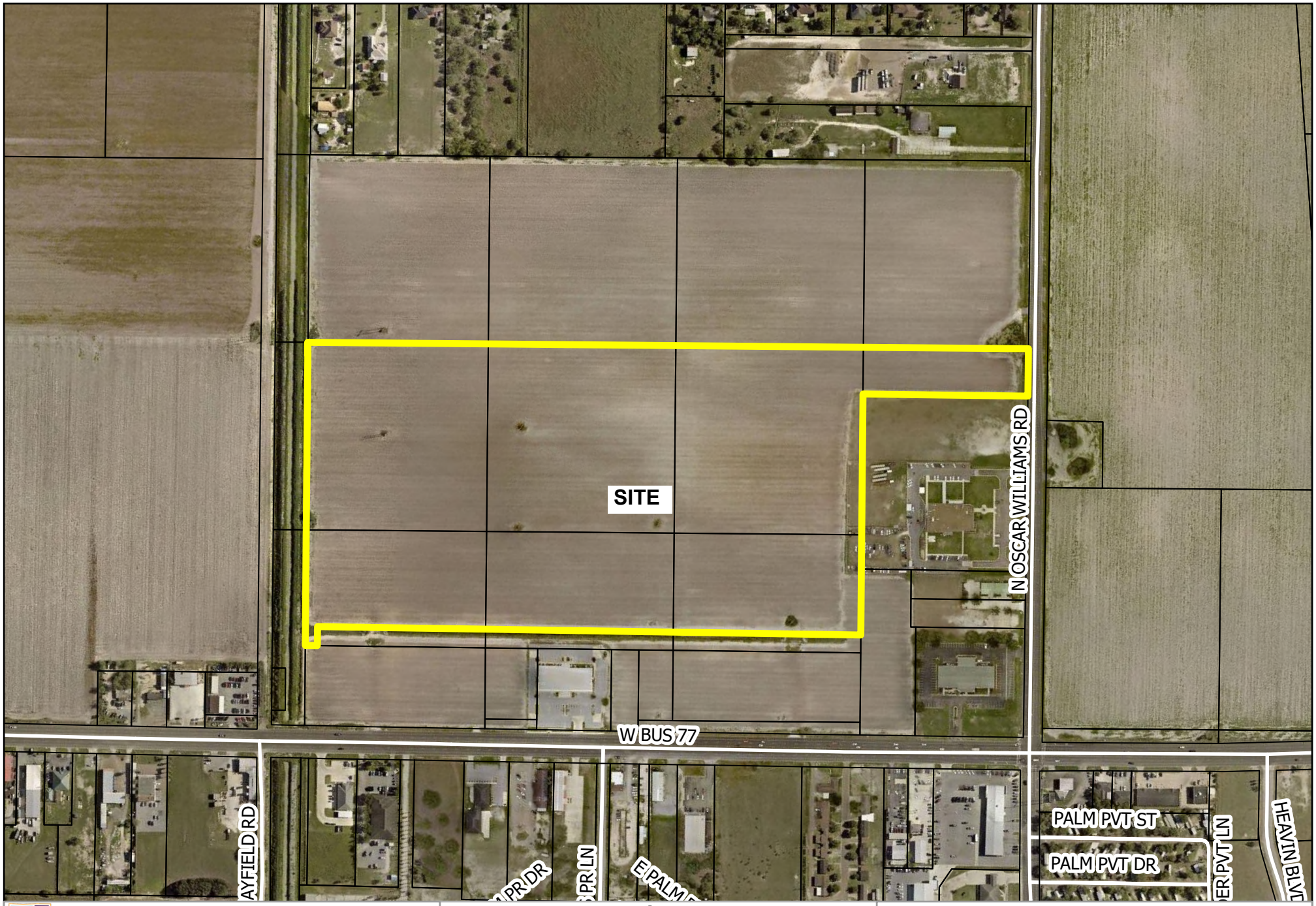
PREPARED BY: Monica L Rodriguez

Planning Manager

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval

City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

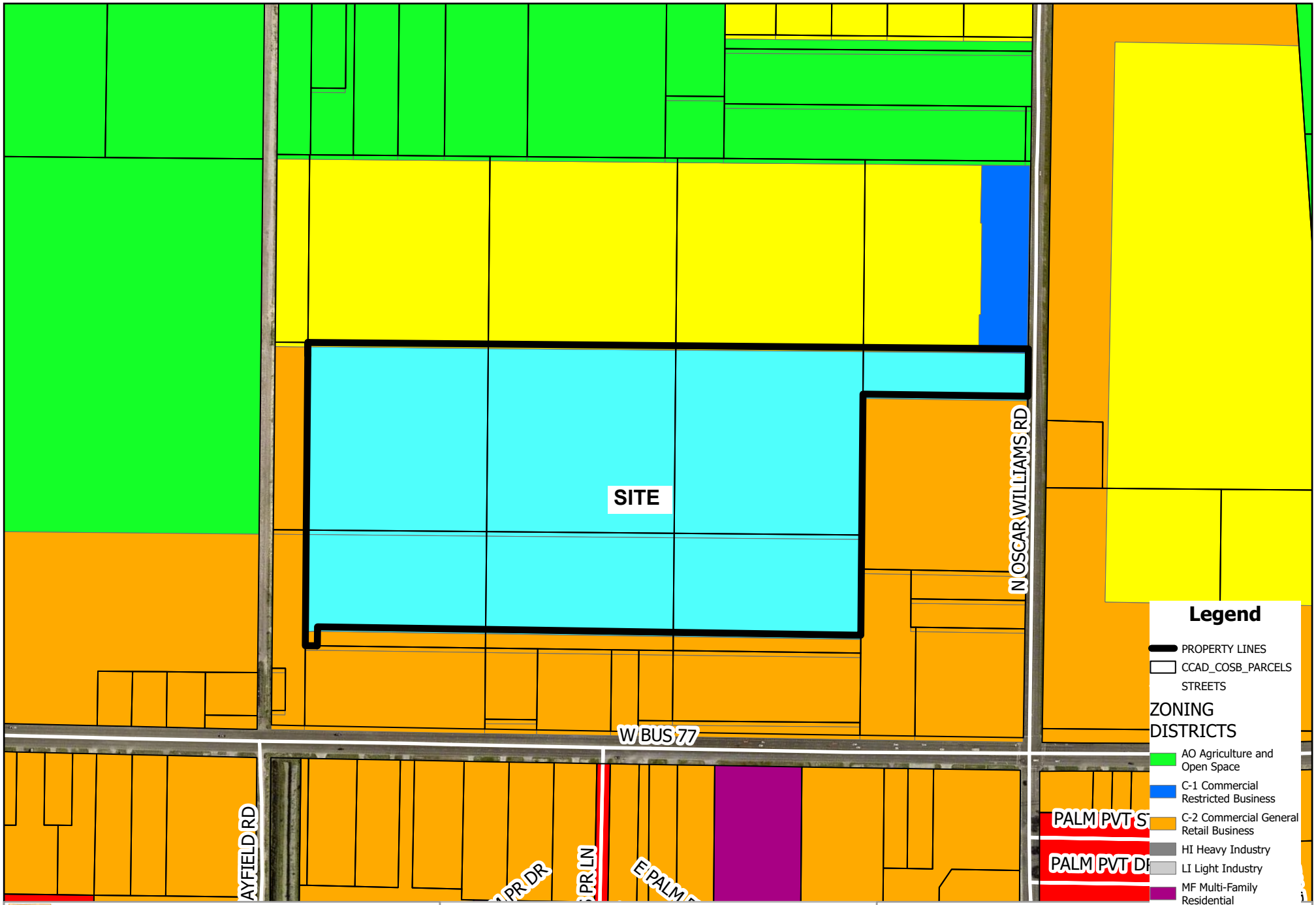
Location Map
San Sebastian Subdivision
Amend PDD "Planned Development District"

N

100 50 0 Miles

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- STREETS

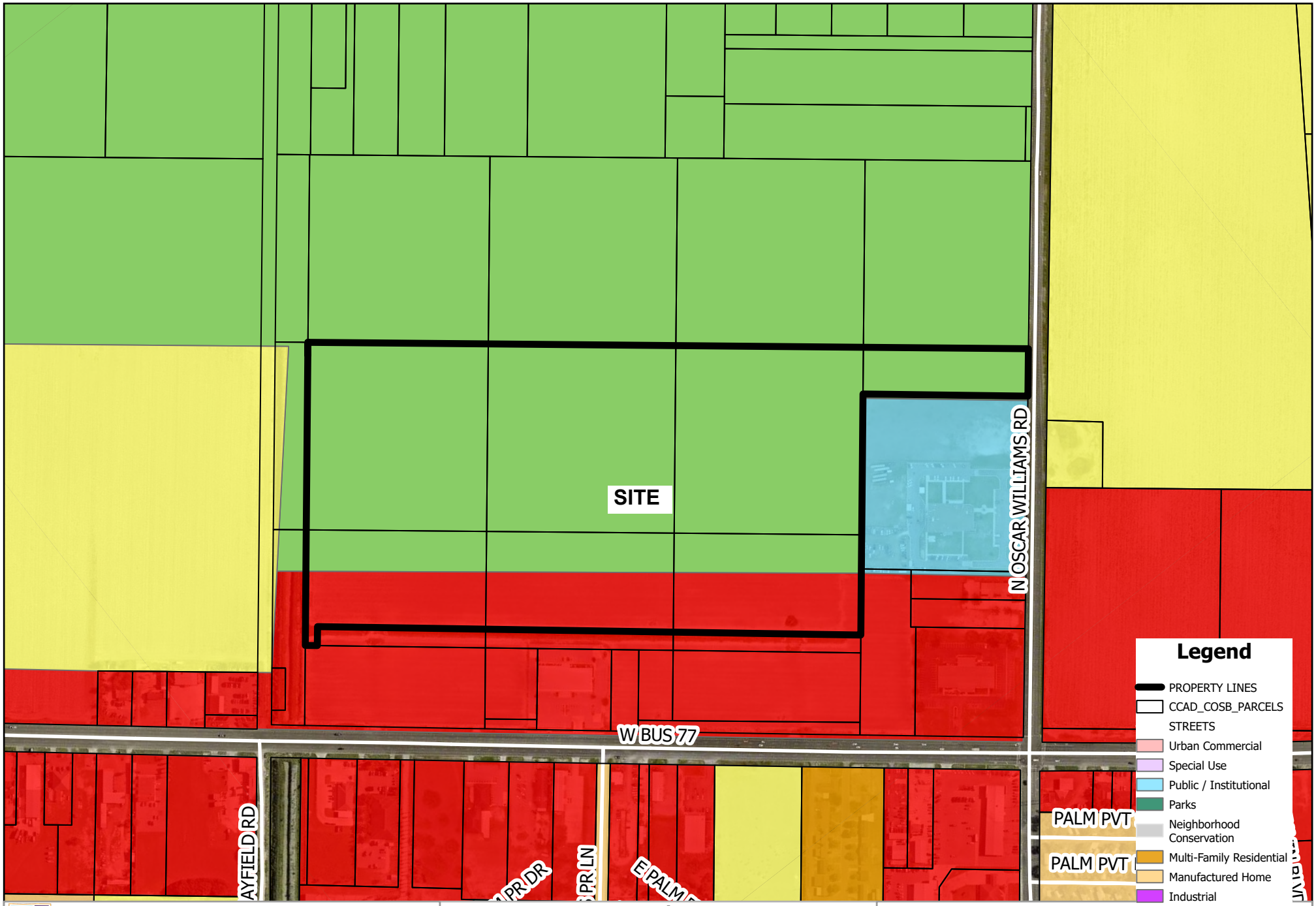


SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City of San Benito and software developers assume no legal responsibility for the information on these maps.

Drawn by: KC

Zoning Map
San Sebastian Subdivision
Amend PDD "Planned Development District"



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Future Land Use Map
San Sebastian Subdivision
Amend PDD "Planned Development District"

ORDINANCE NO. 2252-W-A-010626

AN ORDINANCE AMENDING ORDINANCE NUMBER 2252-W-09-2024, ON THE LAND LEGALLY DESCRIBED AS A 47.350 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOTS 2, 7, 8, 9, 10, 15 AND 16, BLOCK 129, SAN BENITO LAND 7 WATER COMPANY SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS, CAMERON COUNTY, TEXAS, FROM ITS PRESENT CLASSIFICATION OF COMMERCIAL GENERAL RETAIL BUSINESS (C-2) TO PLANNED DEVELOPMENT DISTRICT (PDD) PROVIDING FOR AMENDMENTS, PROVIDING PDD PLANNED DEVELOPMENT DISTRICT APPLICABLE TO THE PROPERTY ATTACHED AND INCORPORATED AS EXHIBIT "A".

WHEREAS, the Planning and Zoning Commission of the City of San Benito pursuant to San Benito's Zoning Ordinance procedure has recommended a change in the zoning classification for certain described real property in the City of San Benito and it is deemed to be in the best interest of the City of San Benito in accordance with said recommendation of the Planning and Zoning Commission of the City, being the recommendation as hereinafter set forth; and public notice of such proposed rezoning having been fully made and complied with as required by said Ordinances and applicable laws of the State of Texas; and the City Commission of the City of San Benito having held public hearings with reference thereto, being duly and thoroughly heard; and after consideration of the evidence presented, said City Commission is of the opinion that it is in the best interest of the City of San Benito that said Code of Ordinances be amended as indicated, now therefore,

BE IT ORDAINED BY THE CITY OF SAN BENITO

That the Code of Ordinances of the City of San Benito Chapter 14 be and the same is herewith amended by the following described property being changes for permissive zone use at indicated:

> Request to rezone from C-2 "Commercial General Retail Business" to PDD "Planned Development District" to allow 33 ft wide paved streets with 50 ft Right-of-Way, Detention & Park areas will be maintained by the POA or HOA, it will not be dedicated to the City of San Benito, Building Setbacks will be as follows: Front 20 feet, Cul-De-Sac Front- 18 feet or easement, whichever is greater, Side 5 feet or easement, whichever is greater, Rear 10 feet or easement, whichever is greater, Side Corner Street 10 feet or easement, whichever is greater, lots less than 6,250 square feet as described in Table A, lots less than 125 feet in depth as described in Table B and lots less than 50 feet in width as described in Table C for a proposed 185 lot single-family development on a property bearing a legal description of 47.35 acre tract of land, more or less, out of Lots 2, 7, 8, 9, 10, 15 and 16, Block 129, San Benito Land & Water Company Subdivision, as per map or

plat thereof recorded in Volume 1, Page 6, Map Records, Cameron County Texas as shown on Exhibit "A"

A copy of the Zoning Map constituting a part and parcel of the code of Ordinances, as filed with the Building Inspections Inspector and for the joint use and information of the Planning and Zoning Commission shall, upon final enactment hereof, be and the same is herewith amended and revised to reflect that the above described property is zoned for land use purposes as above indicated by the boundaries thereof being outlined in pronounced heavy line marking and such heavy line marking boundary enclosure being indicated within by the appropriate initials for that portion herewith zoned for particular land uses; with the Planning and Development Director being herewith instructed and authorized to document such Zoning Map changes revisions.

Effective Date. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and City Charter in such cases provided.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **16th** day of **December, 2025.**

PASSED, APPROVED AND ADOPTED on the Second and Final reading at a Regular City Commission Meeting of the City of San Benito, Texas on this, **6th** day of **January, 2026.**

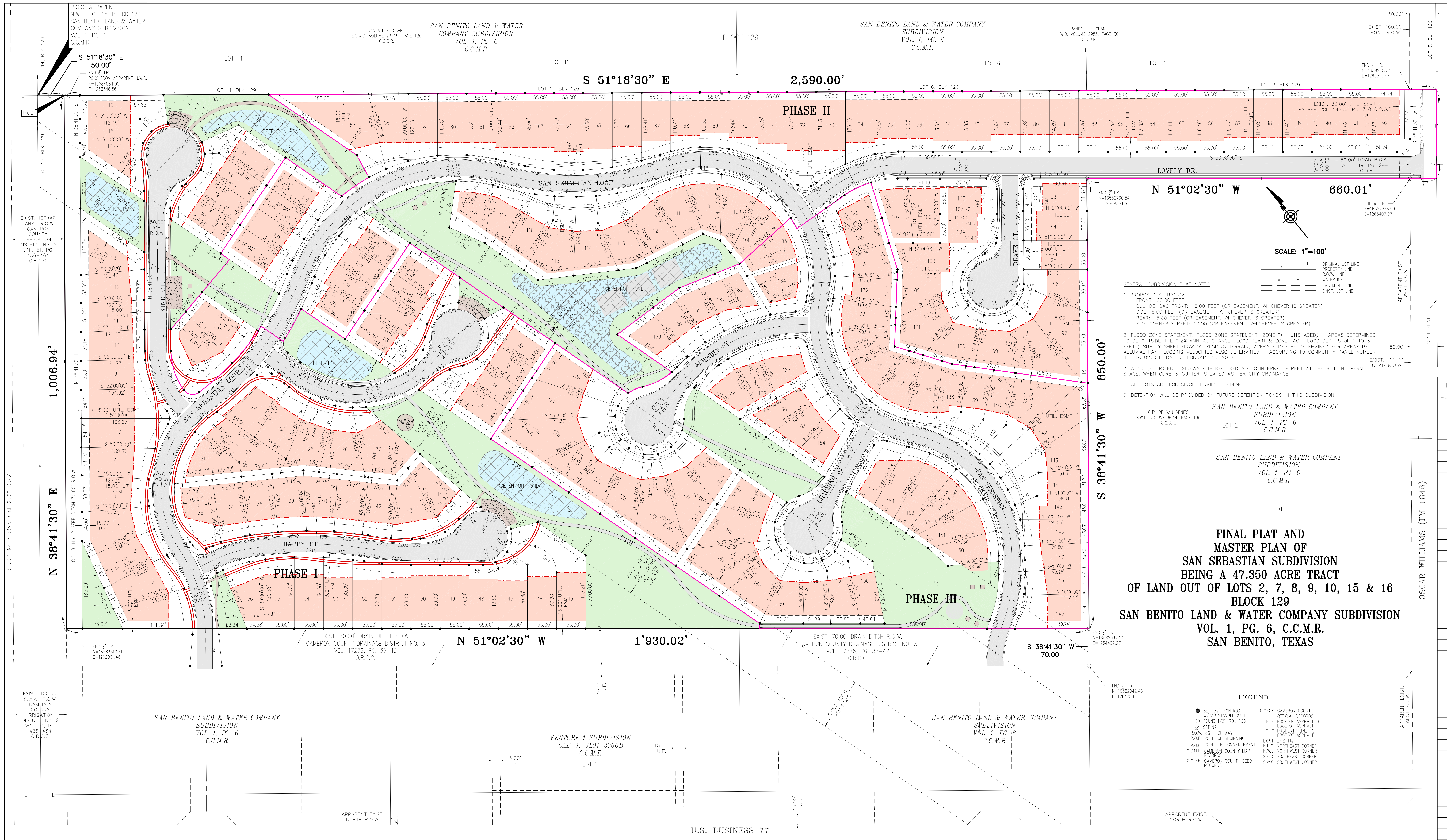
CITY OF SAN BENITO, TEXAS

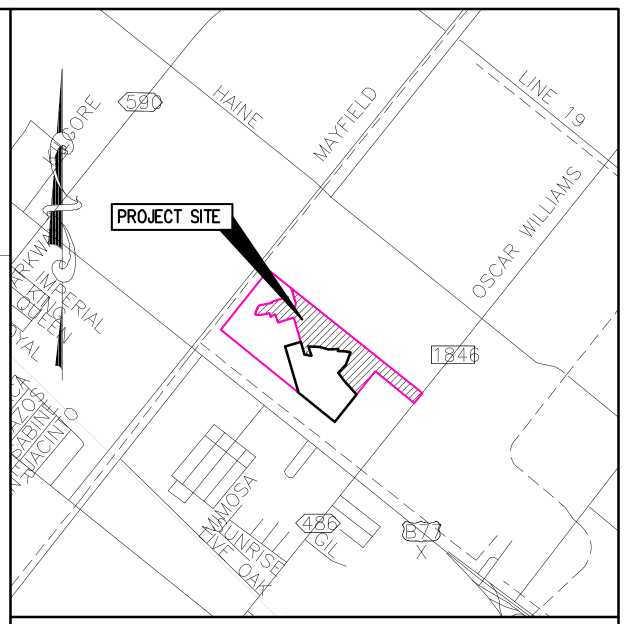
_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

EXHIBIT "A"





LOCATION MAP
SCALE: 1"= 2000'

PREPARED BY:
H.L.G. PLAN REVIEW SERVICES
HOMERO L. GUTIERREZ. P.E., OWNER
BOX 548, McALLEN
TEXAS 78505

DATE PREPARED: 10/23/25
DATE SURVEYED: 01/20/24 SHEET 1 OF 3

GENERAL SUBDIVISION PLAT NOTES

1. PROPOSED SETBACKS:
   FRONT: 20.00 FEET
   CUL-DE-SAC FRONT: 18.00 FEET (OR EASEMENT, WHICHEVER IS GREATER)
   SIDE: 5.00 FEET (OR EASEMENT, WHICHEVER IS GREATER)
   REAR: 15.00 FEET (OR EASEMENT, WHICHEVER IS GREATER)
   SIDE CORNER STREET: 10.00 (OR EASEMENT, WHICHEVER IS GREATER)

2. FLOOD ZONE STATEMENT: FLOOD ZONE STATEMENT: ZONE "X" (UNSHADED) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN & ZONE "AO" FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY SHEET FLOW ON SLOPING TERRAIN; AVERAGE DEPTHS DETERMINED FOR AREAS PF ALLUVIAL FAN FLOODING VELOCITIES ALSO DETERMINED – ACCORDING TO COMMUNITY PANEL NUMBER 48061C 0270 F, DATED FEBRUARY 16, 2018.

3. A 4.0 (FOUR) FOOT SIDEWALK IS REQUIRED ALONG INTERNAL STREET AT THE BUILDING PERMIT STAGE, WHEN CURB & GUTTER IS LAYED AS PER CITY ORDINANCE.

5. ALL LOTS ARE FOR SINGLE FAMILY RESIDENCE.

6. DETENTION WILL BE PROVIDED BY FUTURE DETENTION PONDS IN THIS SUBDIVISION.

FINAL PLAT AND
MASTER PLAN OF
SAN SEBASTIAN SUBDIVISION
BEING A 47.350 ACRE TRACT
OF LAND OUT OF LOTS 2, 7, 8, 9, 10, 15 & 16
BLOCK 129
SAN BENITO LAND & WATER COMPANY SUBDIVISION
VOL. 1, PG. 6, C.C.M.R.
SAN BENITO, TEXAS

LEGEND

- ● SET 1/2" IRON ROD W/CAP STAMPED 2791
- ○ FOUND 1/2" IRON ROD
- ⌀ SET NAIL
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- C.C.M.R. CAMERON COUNTY MAP RECORDS
- C.C.D.R. CAMERON COUNTY DEED RECORDS
- C.C.O.R. CAMERON COUNTY OFFICIAL RECORDS
- E–E EDGE OF ASPHALT TO EDGE OF ASPHALT
- P–E PROPERTY LINE TO EDGE OF ASPHALT
- EXIST. EXISTING
- N.E.C. NORTHEAST CORNER
- N.W.C. NORTHWEST CORNER
- S.E.C. SOUTHEAST CORNER
- S.W.C. SOUTHWEST CORNER

PHASE III PARCEL AREA

Parcel #	Area (SF)	Acres
129	6519.52	0.15
130	4902.48	0.11
131	6006.83	0.14
132	5572.01	0.13
133	6031.30	0.14
134	6100.68	0.14
135	6001.12	0.14
136	6348.90	0.15
137	5969.59	0.14
138	5437.89	0.12
139	6452.97	0.15
140	6507.08	0.15
141	11191.91	0.26
142	10358.65	0.24
143	8768.70	0.20
144	6453.07	0.15
145	5732.21	0.13
146	5739.66	0.13
147	5702.33	0.13
148	5735.05	0.13
149	8401.59	0.19
150	5608.56	0.13
151	6718.71	0.15
152	6955.91	0.16
153	6898.84	0.16
154	6458.59	0.15
155	7031.42	0.16
156	6663.93	0.15
157	6215.42	0.14
158	5328.08	0.12
159	6465.73	0.15
160	7835.10	0.18
161	11469.56	0.26
162	8294.95	0.19
163	6407.46	0.15
164	6747.93	0.15
165	6333.01	0.15
166	7269.45	0.17
167	7950.39	0.18
168	5492.40	0.13
169	6594.55	0.15
170	7567.10	0.17
171	9299.86	0.21
172	12093.71	0.28
173	7606.06	0.17
174	6676.85	0.15
175	7907.65	0.18
176	12894.14	0.30
177	9964.92	0.23
178	9049.02	0.21
179	6876.71	0.16
180	5148.10	0.12
181	5199.36	0.12
182	4813.09	0.11
183	4902.57	0.11
184	8414.20	0.19
185	6605.91	0.15
"K"	42091.13	0.97
"J"	22199.02	0.51

PHASE I PARCEL AREA

Parcel #	Area	Acres	Parcel #	Area	Acres
1	7948.75	0.18	33	4711.51	0.11
2	7918.03	0.18	34	5379.67	0.12
3	8040.06	0.18	35	9721.33	0.22
4	8611.03	0.20	36	8729.38	0.20
5	7630.97	0.18	37	6280.09	0.14
6	7317.14	0.17	38	6192.55	0.14
7	8489.75	0.19	39	6324.26	0.15
8	8389.53	0.19	40	6436.09	0.15
9	6943.14	0.16	41	6122.15	0.14
10	6628.39	0.15	42	6019.88	0.14
11	6632.42	0.15	43	7909.35	0.18
12	6683.46	0.15	44	8052.54	0.18
13	9460.94	0.22	45	12075.61	0.28
14	7914.50	0.18	46	9091.95	0.21
15	5602.41	0.13	47	7408.78	0.17
16	7983.47	0.18	48	6642.34	0.15
17	8458.30	0.19	49	6600.00	0.15
18	5491.09	0.13	50	6600.00	0.15
19	5525.69	0.13	51	6653.14	0.15
20	8357.75	0.19	52	6945.20	0.16
21	7513.81	0.17	53	7302.13	0.17
22	9377.89	0.22	54	7430.60	0.17
23	8158.28	0.19	55	7311.97	0.17
24	6908.16	0.16	56	7242.71	0.17
25	8031.77	0.18	"A"	11682.60	0.27
26	7615.05	0.17	"B"	29865.85	0.69
27	10106.79	0.23	"C"	11569.44	0.27
28	8320.74	0.19	"D"	13855.76	0.32
29	5531.67	0.13	"E"	2825.04	0.06
30	5038.78	0.12	"F"	83520.41	1.92
31	7960.70	0.18	"G"	6278.59	0.14
32	7914.57	0.18	"H"	4128.06	0.09

PHASE II PARCEL AREA

Parcel #	Area	Acres	Parcel #	Area	Acres
57	15167.44	0.35	96	6862.16	0.16
58	8047.09	0.18	97	11216.60	0.26
59	6662.47	0.15	98	9898.80	0.23
60	6349.71	0.15	99	6358.38	0.15
61	6531.73	0.15	100	7220.56	0.17
62	7172.60	0.16	101	8974.51	0.21
63	7767.63	0.18	102	7305.12	0.17
64	8006.22	0.18	103	8774.88	0.20
65	7892.65	0.18	104	5927.92	0.14
66	7421.50	0.17	105	7080.05	0.16
67	6581.03	0.15	106	6792.86	0.16
68	5800.01	0.13	107	6938.28	0.16
69	5683.52	0.13	108	6769.63	0.16
70	6264.88	0.14	109	6783.04	0.16
71	7649.20	0.18	110	6512.74	0.15
72	9578.24	0.22	111	7301.30	0.17
73	8392.68	0.19	112	8206.93	0.19
74	6900.50	0.16	113	7751.88	0.18
75	6291.55	0.14	114	8136.51	0.19
76	6241.60	0.14	115	9484.82	0.22
77	6258.81	0.14	116	7426.73	0.17
78	6276.02	0.14	117	6653.51	0.15
79	6293.23	0.14	118	7062.28	0.16
80	6310.45	0.14	119	7654.80	0.18
81	6327.66	0.15	120	5194.36	0.12
82	6344.87	0.15	121	5269.50	0.12
83	6362.08	0.15	122	8305.46	0.19
84	6379.29	0.15	123	8239.08	0.19
85	6396.50	0.15	124	10614.06	0.24
86	6413.71	0.15	125	6860.70	0.16
87	6430.92	0.15	126	5277.89	0.12
88	6448.14	0.15	127	5382.18	0.12
89	6465.35	0.15	128	7184.02	0.16
90	6482.56	0.15	"C"	9781.36	0.22
91	6499.77	0.15	"I"	79096.01	1.82
92	8585.42	0.20			
93	7308.54	0.17			
94	6600.10	0.15			
95	6600.10	0.15			

HLG PLAN REVIEW SERVICES
HOMERO L. GUTIERREZ. P.E., OWNER
P.O. Box 548, McAllen, Texas 78505
Tel: 956-369-0988
TBPE Firm Licensed No. F-10426

San Sebastian Subdivision - Table A		
Lots Less than the Required 6,250 S.F.		
Phase I		
Item (Lot)	**AC**	**S.F.**
15	0.129	5,602.41
18	0.126	5,491.09
19	0.127	5,525.69
33	0.108	4,711.51
34	0.124	5,379.67
38	0.142	6,192.55
41	0.141	6,122.15
42	0.138	6,019.88
Phase II		
Item (Lot)	**AC**	**S.F.**
68	0.133	5,800.01
69	0.130	5,683.52
76	0.143	6,241.60
104	0.136	5,927.92
120	0.119	5,194.36
121	0.121	5,269.50
126	0.121	5,277.89
127	0.124	5,382.18

Phase III		
Item (Lot)	AC	S.F.
130	4,902.480	0.11
131	6,006.830	0.14
132	5,572.010	0.13
133	16,031.300	0.37
134	6,100.680	0.14
135	6,001.120	0.14
137	5,969.590	0.14
138	5,437.890	0.12
145	5,732.210	0.13
146	5,739.660	0.13
147	5,702.330	0.13
148	5,735.050	0.13
150	5,608.560	0.13
157	6,215.420	0.14
158	5,328.080	0.12
168	5,492.400	0.13
180	5,148.100	0.12
181	5,199.360	0.12
182	4,813.090	0.11
183	4,902.570	0.11

San Sebastian Subdivision - Table B			
Lots Less than the Required 125' Depth			
Phase I			
Item (Lot)	**Side Feet (')**	**Opp Feet (')**	**Lot Area (SF)**
10	120.73	120.05	6,628.39
11	120.05	120.13	6,632.42
12	120.13	120.40	6,683.46
13	120.40	146.05	9,460.94
14	146.05	119.44	7,914.50
15	119.44	112.49	5,602.41
18	108.46	119.34	5,491.09
19	119.34	131.59	5,525.69
20	114.93	131.59	8,357.75
21	101.58	126.82	7,513.81
23	115.41	121.26	8,158.28
24	115.41	122.57	6,908.16
25	113.45	133.47	8,320.74
29	133.47	111.86	5,531.67
30	111.86	118.14	5,038.78
31	118.14	114.42	7,960.70
32	118.32	109.77	7,914.57
33	109.77	105.59	4,711.51
34	105.59	137.07	5,379.67
36	137.47	119.21	8,729.27
37	119.21	111.25	6,280.09
38	111.25	110.51	6,192.55
39	110.51	113.99	6,324.26
40	113.99	108.85	6,436.09
41	108.85	108.44	6,122.15
42	108.44	109.50	6,019.88
43	109.50	139.09	7,909.35
48	113.96	120.00	6,642.34
49	120.00	120.00	6,600.00
50	120.00	120.00	6,600.00
51	120.00	122.79	6,653.14
52	122.79	130.09	6,945.20
Phase II			
Item (Lot)	**Side Feet (')**	**Opp Feet (')**	**Lot Area (SF)**
59	127.06	116.78	6,662.47
60	116.78	115.61	6,349.71
61	115.61	123.44	6,531.73
62	123.44	136.90	7,172.60
67	128.41	110.74	6,581.03
89	117.40	117.71	6,465.35
90	117.71	118.02	6,482.56
91	118.02	118.33	6,499.77
92	118.33	93.76	8,585.42
93	120.00	120.00	7,308.54
94	120.00	120.00	6,600.10
95	120.00	120.00	6,600.10
96	120.00	120.00	6,862.16
98	99.17	160.76	9,898.80
99	99.17	99.76	6,358.38
100	99.76	126.39	7,220.56
102	133.50	123.51	7,305.12
103	123.51	201.94	8,774.88
104	106.46	107.72	5,927.92
105	107.72	87.46	7,080.05
106	121.59	122.01	6,792.86
107	122.01	119.32	6,938.28
109	132.55	124.80	6,783.04
110	124.80	117.57	6,512.74
111	117.57	131.50	7,301.30
117	129.94	110.37	6,653.51
118	110.37	88.58	7,062.28
119	104.21	118.42	7,184.02
120	118.42	119.62	5,382.18
121	119.62	113.76	5,277.89
122	113.76	100.36	6,860.70
123	133.98	119.94	8,305.46
124	119.94	115.27	5,269.50
125	115.27	116.59	5,194.36
126	116.59	128.54	7,654.80
Phase III			
Item (Lot)	**Side Feet (')**	**Opp Feet (')**	**Lot Area (SF)**
129	96.83	105.63	6,628.39
130	105.63	108.34	4,902.48
131	108.34	117.01	6,006.83
132	117.01	119.65	5,572.01
133	119.65	120.93	6,031.30
134	120.93	109.24	6,100.68
135	109.24	119.99	6,001.12
136	119.99	125.33	6,348.90
146	129.05	120.80	5,739.66

68	110.74	102.32	5,800.01
69	102.32	106.44	5,683.52
70	106.44	123.75	6,264.88
71	123.75	157.74	7,649.20
75	117.53	113.33	6,291.55
76	113.33	113.64	6,241.60
77	113.64	113.95	6,258.81
78	113.95	114.27	6,276.02
79	114.27	114.58	6,293.23
80	114.58	114.89	6,310.45
81	114.89	115.20	6,327.66
82	115.20	115.52	6,344.87
83	115.52	115.83	6,362.08
84	115.83	116.14	6,379.29
87	116.14	116.46	6,396.50
86	116.46	116.77	6,413.71
87	116.77	117.08	6,430.92
88	117.08	117.40	6,448.14

147	120.80	120.25	5,702.33
148	120.25	122.47	5,735.05
149	122.47	139.74	8,401.59
150	96.39	131.58	5,608.56
157	120.66	99.10	6,215.42
158	99.10	113.58	5,328.08
159	113.58	135.66	6,465.73
162	168.24	113.57	8,294.95
163	113.57	106.71	6,407.46
164	99.74	124.63	6,747.93
165	124.63	141.68	6,333.01
167	57.13	106.37	7,950.39
168	106.37	109.91	5,492.40
169	109.91	105.45	6,594.55
179	125.00	112.90	6,876.71
180	112.90	111.51	5,148.10
181	111.51	108.14	5,199.36
182	108.14	106.84	4,813.09
183	106.84	112.21	4,902.57
184	69.21	118.25	8,414.20
185	118.25	128.96	6,605.91

San Sebastian Subdivision - Table C					
Lots Less than the Required 50' Width			Lots Less than the Required 50' Width		
Phase I			Item (Lot)	Feet (')	Lot Area (SF)
Item (Lot)	Feet (')	Lot Area (SF)	120	45.02	5,382.18
4	43.69	8,611.03	121	45.38	5,277.89
15	26.05	5,602.41	124	45.24	5,269.50
16	35.08	7,983.47	125	45.02	5,194.36
17	23.21	8,458.30	126	63.53	7,654.80
18	31.07	5,491.09	128	35.40	6,344.48
19	46.64	5,525.69	Phase III		
26	45.90	6,908.16	Item (Lot)	Feet (')	Lot Area (SF)
27	49.57	8,031.77	129	44.06	6,519.52
28	32.56	7,615.05	130	43.40	4,902.48
29	25.32	10,106.79	131	34.98	6,006.83
32	45.44	5,038.78	132	42.71	5,572.01
33	29.85	7,960.70	138	30.03	5,437.89
34	37.65	7,914.57	139	36.27	6,452.97
35	45.19	4,711.51	140	31.75	6,507.08
38	48.35	8,729.27	141	26.84	111.91.91
47	24.06	12,075.61	142	33.30	10,358.65
48	20.44	9,091.95	143	26.03	8,768.70
49	29.83	7,408.78	144	31.75	6,453.07
Phase II			145	29.61	5,732.21
Item (Lot)	Feet (')	Lot Area (SF)	147	48.51	5,702.33
57	35.14	15,167.44	148	42.32	5,735.05
58	45.32	8,047.09	154	46.12	6,458.59
96	37.77	6,862.16	156	25.11	6,663.93
97	30.05	11,216.60	157	28.87	6,215.42
98	28.01	9,898.80	158	34.55	5,328.08
99	41.15	6,358.38	159	27.08	6,465.73
100	34.55	7,220.56	160	23.25	7,835.10
101	31.80	8,974.51	161	23.25	11,469.56
102	34.59	7,305.12	162	33.36	8,294.95
112	47.07	8,206.93	163	43.49	6,407.46
113	40.70	7,751.88	164	40.57	6,747.93
114	37.11	8,136.51	165	37.44	6,333.01
115	41.18	9,484.82	166	40.73	7,269.45

116	38.01	7,426.73

170	37.84	7,567.10
171	27.66	9,299.86
172	26.65	12,093.71
173	30.14	7,606.06
174	22.71	6,676.85
175	22.71	7,907.65
176	23.27	12,894.14
177	20.33	9,964.92
178	30.76	9,049.02
179	41.45	6,876.71
180	43.15	5,148.10
181	42.03	5,199.39
182	45.38	4,813.09
183	46.72	4,902.57

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to ratify Resolution Number 2025-1216-001(R), authorizing the Chief of Police or his designee to approve the application and acceptance of any Bullet Resistant Components for Law Enforcement Vehicle Grant Number 5653201 that the Office of the Governor issues for the period of performance beginning March 1, 2026, and ending February 28, 2027.

RECOMMENDATION:
The City Staff recommends approval.

RATIONALE:
This resolution is a requirement for the San Benito Police Department to receive funds as a grant recipient. The grant will provide funds to equip or patrol vehicles with bullet-resistant components for our front windshield, driver and passenger doors, and side windows. The department applied for $184,724.00 in funds to equip 20 patrol vehicles.

BUDGET IMPACT:
None.

RESOURCE PERSONNEL:
Mario Perea, Police Chief

EXHIBITS: DOC120325-12032025144732

PREPARED BY: Mario G. Perea
Chief of Police

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

STATE OF TEXAS	§	
COUNTY OF CAMERON	§	**RESOLUTION NUMBER 2025-1216-001(R)**
CITY OF SAN BENITO	§	

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPROVE THE APPLICATION AND ACCEPTANCE OF ANY BULLET RESISTANT COMPONENTS FOR LAW ENFORCEMENT VEHICLES GRANT 5653201 THAT THE OFFICE OF THE GOVERNOR ISSUES FOR THE PERIOD OF PERFORMANCE MARCH 1, 2026, AND ENDING FEBRUARY 28, 2027.

WHEREAS, the City of San Benito intends to apply for grant funding through the Office of the Governor (OOG) for the project titled: Bullet Resistant Components for Law Enforcement Vehicles;

WHEREAS, the City of San Benito agrees acknowledges that certain grant programs require matching funds and affirms its commitment to provide all applicable matching funds required for the successful completion of the project;

WHEREAS, the City of San Benito designates the Chief of Police with the authority to apply for, accept, reject, alter or terminate this grant on behalf of the organization;

WHEREAS, the City of San Benito assures the Officer of the Governor that, in the event of loss or misuse of grant funds, all funds will be returned to the Office of the Governor (OOG)

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of San Benito approves submission of the grant application for the Bullet Resistant Components For Law Enforcement Vehicles Program to the Office of the Governor.

PASSED AND APPROVED by the City Commission of the City of San Benito, Texas at a Regular City Commission Meeting on this the **16th** day of **December, 2025.**

Grant Number: 5653201

CITY OF SAN BENITO, TEXAS

Honorable Ricardo Guerra
Mayor

CITY OF SAN BENITO 1920 TEXAS

ATTEST:

Ruth A. McGinnis
City Secretary

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve Resolution Number 2025-1216-002(R), authorizing the use of eminent domain to acquire a 50' x 50' sanitary sewer easement needed for sanitary sewer improvements. This action may also include the use of eminent domain on a 39.28-acre tract and a 34.75-acre tract, also located within Block Sixteen (16) of the San Benito Land and Water Company Subdivision. The 50' x 50' easement consists of a 0.057-acre portion of Block Sixteen (16) of the San Benito Land and Water Company Subdivision, recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas, and lies within the 39.28-acre tract recorded under Document Number 2021-12508 of the Official Records of Cameron County, Texas. The acquisition is required for the construction of a grinder pump station on the property described. The resolution further authorizes the city attorney, or his designee, and other city officials to take all necessary actions to acquire the property by donation, purchase, or through the exercise of eminent domain.

RECOMMENDATION:
Staff recommends approval.

RATIONALE:
The acquisition is required for the construction of a grinder pump station on the property described.

BUDGET IMPACT:
Unknown at this stage. Funding, if required, will be identified upon confirmation of the acquisition method.

RESOURCE PERSONNEL:
Enrique Hernandez, Interim Planning & Development Assistant Director

EXHIBITS: Eminent Domain - Resolution
Exhibit A- FM 732 Proposed 50x50

PREPARED BY: Fred Sandoval

_____
City Manager

12/10/2025
Date

Fred R. Sandoval

Fred Sandoval
City Manager

RESOLUTION NO. 2025-1216-002(R)

A Resolution of the City Commission of the City of San Benito, Texas, Consideration and Possible Action to approve Resolution Number 2025-1216-002-(R), authorizing the use of eminent domain to acquire a 50' x 50' sanitary sewer easement needed for sanitary sewer improvements. This action may also include the use of eminent domain on a 39.28-acre tract and a 34.75-acre tract, also located within Block Sixteen (16) of the San Benito Land and Water Company Subdivision. The 50' x 50' easement consists of a 0.057-acre portion of Block Sixteen (16) of the San Benito Land and Water Company Subdivision, recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas, and lies within the 39.28-acre tract recorded under Document Number 2021-12508 of the Official Records of Cameron County, Texas. The acquisition is required for the construction of a grinder pump station on the property described. The resolution further authorizes the city attorney, or his designee, and other city officials to take all necessary actions to acquire the property by donation, purchase, or through the exercise of eminent domain.

WHEREAS, the City Commission recognizes that a public convenience and necessity exists for the location, construction, operation, and maintenance of sanitary sewer improvements on certain real property described herein; and

WHEREAS, accordingly, the City Commission hereby acknowledges that it is in the public's best interest to acquire sanitary sewer easement certain real property; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN BENITO, TEXAS:

Section 1. The City Council hereby finds and determines that a public convenience and necessity exists for construction of sanitary sewer improvements on certain real property located in Cameron County, Texas.

Section 2. The public convenience and necessity requires the acquisition of sanitary sewer easement by donation, purchase, condemnation, or otherwise, of certain real property located within the City and situated in Cameron County, more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes.

Section 3. The City Attorney, or his designee, and other City officials are hereby authorized and directed, on behalf of the City to take such actions as are necessary to acquire the Property Interests, described in Exhibits "A", either by donation, purchase or the exercise of the power of eminent domain.

RESOLUTION NO. 2025-12-16-002(R)

PASSED, APPROVED and ADOPTED this the 16th day of December, A.D., 2025.

_____
RICARDO GUERRA
MAYOR

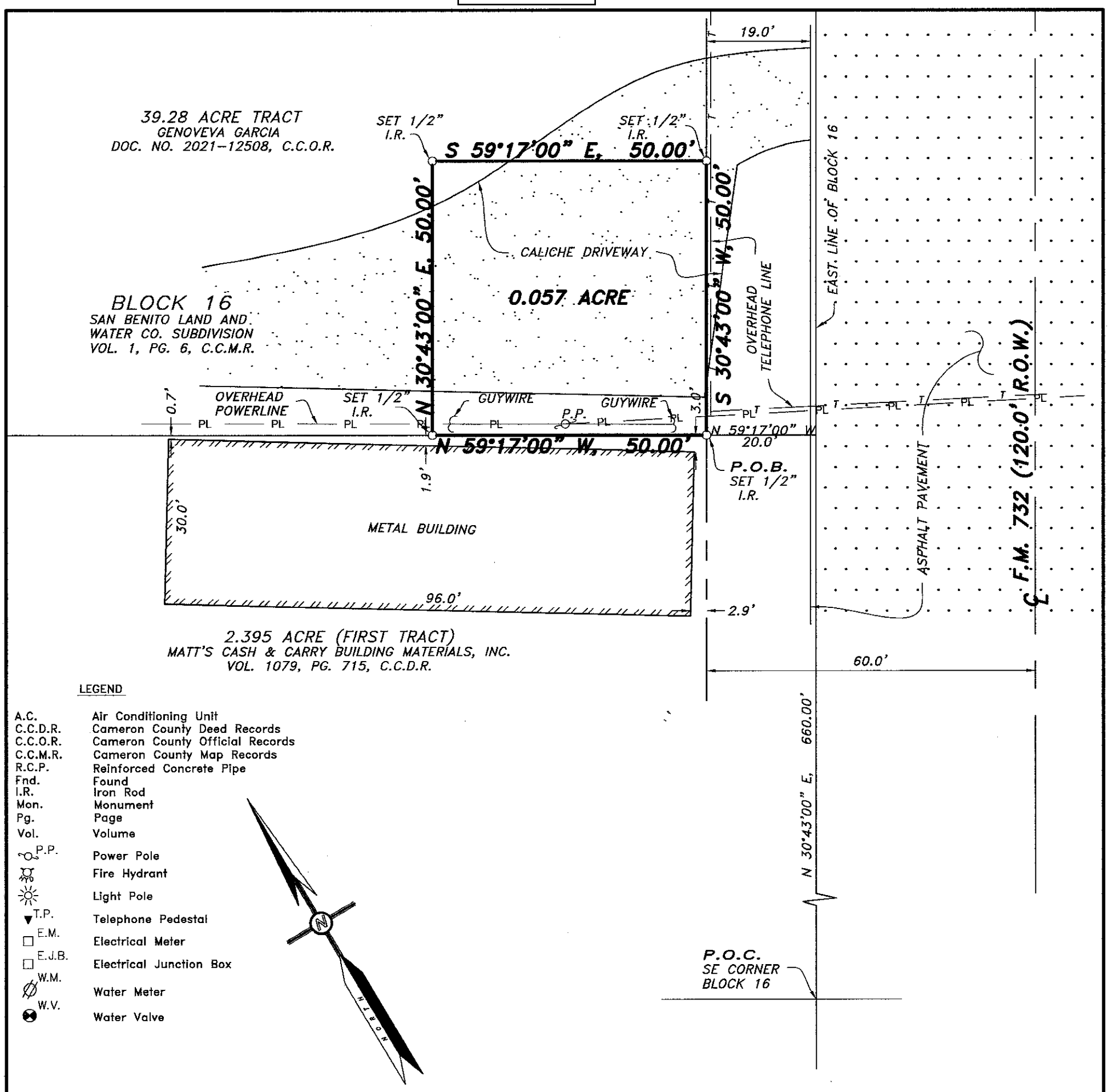
ATTEST:

_____
RUTH MCGINNIS
CITY SECRETARY

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT "A"



LEGEND

A.C.	Air Conditioning Unit
C.C.D.R.	Cameron County Deed Records
C.C.O.R.	Cameron County Official Records
C.C.M.R.	Cameron County Map Records
R.C.P.	Reinforced Concrete Pipe
Fnd.	Found
I.R.	Iron Rod
Mon.	Monument
Pg.	Page
Vol.	Volume
P.P.	Power Pole
	Fire Hydrant
	Light Pole
T.P.	Telephone Pedestal
E.M.	Electrical Meter
E.J.B.	Electrical Junction Box
W.M.	Water Meter
W.V.	Water Valve

MAP OF SURVEY

BEING A 0.057 ACRE TRACT OF LAND OUT OF BLOCK SIXTEEN (16), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS; AND FURTHER BEING OUT OF A CERTAIN 39.28 ACRE TRACT RECORDED UNDER DOCUMENT NUMBER 2021-12508 OF THE OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS.

NOTES:

1. *THIS AREA LIES IN FLOOD ZONE "AH" (EL. 33) AS SCALED PER FIRM COMMUNITY PANEL NUMBER: 48061C0430F, EFFECTIVE DATE: FEBRUARY 16, 2018.*
2. *ALL BEARINGS ARE BASED ON THE MAP OF SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.*
3. *THIS SURVEY WAS PERFORMED WITH OUT THE BENEFIT OF A TITLE REPORT, EASEMENTS AND RESTRICTIONS MAY EXIST WHICH ARE NOT SHOWN HEREON.*

SURVEYED FOR:
CITY OF SAN BENITO

STATE OF TEXAS
REGISTERED
FRANCISCO RIOS
4642
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND ON 06-30-2025 BY MEN WORKING UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS OR VISIBLE EASEMENTS ON SAID PROPERTY EXCEPT AS SHOWN HEREON. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B CONDITION II SURVEY.

FRANCISCO RIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4642

RIOS SURVEYING L.L.C.
FIRM NUMBER: 10117600
EMAIL: RIOS_SURVEYING@SBCGLOBAL.NET

221 SOUTH OSCAR WILLIAMS ROAD
SAN BENITO, TEXAS 78586
(956)361-9179, FAX (956)361-9254

DATE:	JOB No.:
06-30-2025	2025 0602
SCALE:1"=20'	DRAWN BY: EDUARDO

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to adopt Resolution Number 2025-1216-003(R) authorizing the City of San Benito to join the Moak Casey Interlocal Purchasing Cooperative and approve the Interlocal Purchasing Cooperative Contract.

RECOMMENDATION:
City Administration recommends approval.

RATIONALE:
Allow for more options for procurement. No membership fee.

BUDGET IMPACT:

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS: Resolution 2025-1216-003(R) MoakCasey Interlocal Coop
Moak Casey Interl Purch Coop Contract

PREPARED BY: Fred Sandoval
City Manager

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

STATE OF TEXAS	§	
	§	
COUNTY OF CAMERON	§	Resolution Number 2025-1216-003(R)
	§	
CITY OF SAN BENITO	§	

A RESOLUTION APPROVING FOR THE CITY OF SAN BENITO TO PARTICIPATE IN A LOCAL GOVERNMENT COOPERATIVE PURCHASING PROGRAM WITH THE MOAKCASEY INTERLOCAL PURCHASING COOPERATIVE

WHEREAS, the above-named entity (hereinafter "Cooperative Member") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas

Government Code, the Interlocal Cooperation Act ("Act") and has elected to be a Cooperative Member in The MoakCasey Interlocal Purchasing Cooperative (hereinafter "Cooperative"), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, et seq., of the Texas Local Government Code; and

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Members has reviewed the Interlocal Participation Agreement ("Agreement") and seeks to adopt such Agreement in order to become a member of, and participate in, the Cooperative.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS, THAT:

1. The City Commission hereby adopts the above-referenced Agreement as presented, thereby becoming a member of The MoakCasey Interlocal Purchasing Cooperative; and
2. The City Commission of the Cooperative Member authorizes its Mayor or Mayor Pro Tempore to execute the Interlocal Participation Agreement which includes the adoption and approval of the Organizational Interlocal Agreement previously executed and adopted by two or more local governments.

PASSED, APPROVED, AND ADOPTED by the City of San Benito City Commission on this the 16th day of December, 2025 at a Regular City Commission Meeting.

CITY OF SAN BENITO

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

MOAK CASEY INTERLOCAL PURCHASING COOPERATIVE CONTRACT

This Agreement is made and entered into as of *12/16/2025* by and between:

- **Cooperative Purchasing Organization: *Moak Casey Interlocal Purchasing Cooperative 1001 Congress Ave Ste 250 Austin, TX 78701,* and**
- **Member: *City of San Benito 401 N Sam Houston Blvd San Benito, TX 78586***

1. Purpose

This Agreement establishes the terms under which the Member will participate in the Cooperative's purchasing program to acquire *Energy & Integrated Efficiency Solutions* at pre-negotiated prices.

2. Term & Renewal

- **This Agreement shall be effective from *12/16/2025* to *12/16/2027*.**
- **Automatic renewal for successive one-year periods unless terminated by either party with 30 days written notice.**

3. Pricing & Discounts

- **Member shall receive discounted pricing per the Supplier's negotiated rates.**
- **Any applicable volume-based discounts or rebates shall be outlined in Exhibit A.**
- **Administrative fees, if applicable, shall be *$0.00*.**

4. Obligations of the Member

- **Member agrees to comply with the purchasing terms and conditions.**
- **Orders must be placed through the Cooperative's designated process.**
- **Compliance with all applicable federal and state regulations.**

5. Obligation of the Cooperative Purchasing Organization

- **The Cooperative Purchasing Organization (the "Cooperative") shall comply with all applicable state and federal procurement laws and regulations in the solicitation, selection, and contracting of vendors whose goods and services are made available through the Cooperative. The Cooperative certifies that all vendors awarded contracts through the Cooperative have been procured in a manner that meets the requirements of the Texas Interlocal Cooperation Act, the Texas Local Government Code, and, where applicable, the procurement standards set forth in the Uniform Guidance (2 C.F.R. Part 200) for the expenditure of federal funds.**
- **The Member is entitled to rely upon the Cooperative's representations and certifications that all procurement processes used by the Cooperative have been conducted in compliance with applicable legal standards. The**

Cooperative shall indemnify and hold harmless the Member from any liability, loss, or expense resulting from a failure by the Cooperative to comply with such laws and regulations in its procurement activities.

6. Compliance & Legal Requirements

- **Parties shall comply with applicable laws, including FDA regulations, HIPAA, and Anti-Kickback Statutes.**
- **Any dispute shall be resolved in accordance with the laws of *The State of Texas*.**

7. Termination

- **Either party may terminate with 30 days written notice.**
- **Immediate termination for breach of contract, regulatory violations, or insolvency.**

8. Miscellaneous

- **Confidentiality: All pricing and purchasing details shall remain confidential.**
- **Force Majeure: Neither party shall be liable for delays due to unforeseen circumstances.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Signatures:

_____

Cooperative: Moak Casey Interlocal Purchasing Cooperative
Buck Gilcrease Managing Partner

_____

Member: City of San Benito
Fred Sandoval City Manager

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action authorizing the City Manager to Enter into a Contract Agreement with Valiant Energy Sources, LLC for Consulting Services on performance improvements, Affinity Program (Friends and Family Residential Program) and Price Negotiations for forward lock of the City's Retail Electric Provider Agreement following the expiration of the Current Contract.

RECOMMENDATION:
City Administration recommends approval.

RATIONALE:
Assistance with the procurement of electricity for the City of San Benito.

BUDGET IMPACT:

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS: City of San Benito and Valiant Energy Consultant Agreement

PREPARED BY: Fred Sandoval
City Manager

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

NON-EXCLUSIVE CONSULTING AGREEMENT (the "Agreement")
BETWEEN:

City of San Benito,
401 N Sam Houston Blvd San Benito, TX 78586
(the "Client")
- AND -
Valiant Energy Sources, LLC of 1808 W Mozelle St Pharr, TX 78577(the "Consultant")

BACKGROUND:

A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities (Demonstrated Competence and Qualifications) to provide consulting services to the Client.
B. The Client is of the opinion that the services provided by the Consultant are considered professional services and are exempt from the procurement requirements stated in Texas Local Govt Code 252.022.
C. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
    - Assistance with the procurement of electricity for the Client at the direction of the Client.
    - Valiant Energy Sources, LLC (VES) agrees to engage in the, non-exclusive, competitive solicitation of electricity on behalf of Client, either individually or as part of an Energy Aggregation Pool (“EAP”) created by VES, in accordance with applicable laws of the state of Texas. For Individual Contracts, VES agrees to solicit pricing from the Retail Electricity Providers (“REP”) and to negotiate the terms of a standard contract agreed to by Client for energy services on behalf of Client with the REP selected. For EAP Contracts, VES agrees to solicit pricing on behalf of the EAP and to negotiate the terms of a standard contract to be used by Clients of the EAP, including Client, with the REP selected by VES on behalf of the EAP.
    - **Client has the final say as to who the selected energy provider for the Client will be. Under no circumstance may the Consultant enter into an agreement with electricity providers without express approval by the Client in writing after Board approval.**
    - VES agrees to assist the Client with the addition or deletion of metered accounts with the REP during the duration of the Client’s contract with VES and the REP.
    - Upon request by Client in writing, VES will make a good faith effort to negotiate on Client’s behalf settlements of reasonable disputes regarding Client’s electric or natural gas service. Provided, however, that VES assumes no liabilities or responsibilities to:

1) engage in protracted negotiations; 2) reach any settlement; or 3) reach any settlement to Client's satisfaction.

- Client agrees that, upon execution of this Agreement by Client, **VES shall be Client's NON-EXCLUSIVE agent for the procurement of electricity services,** continuing for a minimum twelve (12) month period so that Client's electricity supply requirements may be submitted for competitive solicitation by VES. This agreement is limited to Client's accounts in localities served by an electric utility that is subject to electricity deregulation. Client agrees to fully cooperate with VES during the competitive solicitation and negotiation process. Client agrees to provide account information, including service addresses, ESI ID numbers, account numbers, current electricity supply contract, and load data for all of Client's current accounts located in localities subject to electricity deregulation. Client warrants and represents that the account information it provides to VES is accurate to the best of its knowledge, and Client agrees to verify the accuracy of the accounts submitted for bid in the solicitation process and in the agreement negotiated by VES with the REP. This information shall be provided to VES by Client within a reasonable amount of time.

Term of Agreement

2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
3. This agreement may be terminated by either party for convenience with ten days (10 days) written notice.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

6. The Consultant will charge the Client for the Services as follows (the "Compensation"): The client will pay the consultant $0.00.
7. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to $0.00 payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultant.
8. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Penalties for Late Payment

9. Any late payments will trigger a fee of 0.00% per month on the amount still owing.

Confidentiality

10. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
11. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
12. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

Ownership of Intellectual Property

13. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
14. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

15. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

16. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
    A. City of San Benito

401 N Sam Houston Blvd
San Benito, TX 78586

B. Valiant Energy Sources, LLC
1808 W Mozelle St
Pharr, TX 78577

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

18. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

20. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

21. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Titles/Headings

22. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

23. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

24. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Severability

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this

City of San Benito

Per:

_____

(Seal)

Valiant Energy Sources, LLC

Per:

_____

(Seal)

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the Mayor entering into an Agreement with the Texas Department of Transportation as part of the Texas Traffic Safety Grant for the Selective Traffic Enforcement Program-Impaired Driving Mobilization for the period of December 9, 2025, to September 10, 2025.

RECOMMENDATION:
The City Staff recommends approval.

RATIONALE:
This grant is awarded to the department to conduct DWI enforcement during holiday periods, and to increase enforcement of traffic-related laws in an effort to reduce the number of DWI-related crashes, injuries, and fatalities.

BUDGET IMPACT:
This is a matching grant with a total award for this period being $6,180.72. The State will provide $4,940.00 for overtime and the city will match the remaining $1,240.72.

RESOURCE PERSONNEL:
Mario Perea, Police Chief

EXHIBITS: 2026-SanBenitoPD -IDM-00037 (1) (2)
2026-SanBenitoPD -IDM-00037

PREPARED BY: Mario G. Perea
Chief of Police

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

Texas Traffic Safety eGrants

Fiscal Year 2026

Organization Name: City of San Benito Police Department

Legal Name: City of San Benito

Payee Identification Number: 17460022183003

Project Title: STEP - Impaired Driving Mobilization

ID: 2026-SanBenitoPD -IDM-00037

Period: 12/09/2025 to 09/10/2026

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of San Benito** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2026.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

ALN Number: **20.616**
ALN Title: **National Priority Safety Programs**
Funding Source: Section **405D**
Unique Entity Identifier (UEI) : **LDZFWF88LC75**
FAIN:

30000405DTXM

Project Title: **STEP - Impaired Driving Mobilization**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **12/09/2025** or on the date of final signature of both parties, whichever is later, and ends on **09/10/2026** unless terminated or otherwise modified.

Total Awarded: **$6,180.72**
Amount Eligible for Reimbursement by the Department: **$4,940.00**
Match Amount provided by the Subgrantee: **$1,240.72**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant

relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.

2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.

3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

4. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written

amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain

objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures

by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The

Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

   1. This agreement is terminated in writing with the mutual consent of both parties; or

   2. There is a written thirty (30) day notice by either party; or

   3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the

work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-.316, 200.318-.327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of

Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and

low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);

- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);

- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities

the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate

and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions

D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry

out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency

entering into this covered transaction, without modification , in all lower tier covered

transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not

required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.

B. The Subgrantee agrees that it shall:

1. In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from SAM. The UEI is a 12-character, alpha-numeric value.

2. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov

C. If expenditures are less than $1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(*This article applies only to non-profit entities.*)

The Subgrantee is required to make any information created or exchanged with the

Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

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GENERAL INFORMATION

Project Title :	STEP - Impaired Driving Mobilization
Project Description :	To conduct DWI enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign
How many years has your organization received funding for this project?	This will be our fifth or more year.

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GOALS STRATEGIES AND OPERATIONAL PLAN

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes
Strategies:	Increase enforcement of traffic safety-related laws. Increase public education and information campaigns.
Goal:	To reduce the number of DWI-related crashes, injuries, and fatalities.
Strategy:	Increase enforcement of DWI laws.

X Agency agrees to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four days between the hours of 6p-6a, Monday-Sunday during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

	Pre-Media Campaign	Enforcement Period
	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Christmas/New Year's Wave	December 09, 2025- December 11, 2025	December 12, 2025 - January 01, 2026
Spring Break Wave	March 03, 2026- March 05, 2026	March 06, 2026 - March 22, 2026
Independence Day Wave	June 16, 2026 - June 18, 2026	June 19, 2026 - July 06, 2026
Labor Day Wave	August 11, 2026 - August 13, 2026	August 14, 2026 - September 07, 2026

Comments:

Please mark all of your proposed zones for this mobilization on a single STEP-IDM heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 220 and rounding to the nearest whole number.

https://egrants.bts.txdot.gov/_Upload/1430389_346321-STEPIDM2026Zones.PNG

XAgency agrees to conduct the engagement activities associated with this project as described

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ENFORCEMENT ZONES

Zone Name	Zone 1
Zone Description	Zone 1 will cover south Sam Houston from frontage Rd to Ramsey Rd Total distance 1.47 mi
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	https://egrants.bts.txdot.gov/_Upload/1430400_341218-STEPIDM2026Zone1.PNG
Additional Documentation	

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ENFORCEMENT ZONES

Zone Name	Zone 2
Zone Description	Zone 2 will cover Whalen Rd, Business 77, Sam Houston Blvd and Frontage Rd. 2.90mi
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	https://egrants.bts.txdot.gov/_Upload/1430402_341218-2025STEPIDM-Zone2.png
Additional Documentation	

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes, and Impaired Driving Mobilization (IDM) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where alcohol was involved (DUI). The blanks on this page represent the baseline number of KA crashes related to IDM enforcement efforts (DUI-KA), and the KA crash targets each agency hopes to achieve through IDM enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of DUI-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The target should reflect a reduction against the Baseline KA Crash number in the top box. The target should be less than the number of Baseline KA crashes.

Baseline : Jurisdictional average annual DWI/DUI KA crashes 2

Target : Enforcement activities to reduce total DWI/DUI KA crashes to 0

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

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Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$4,940.00	$0	$4,940.00
(200)	Fringe Benefits	$0	$640.72	$640.72
	Category I Sub-Total	$4,940.00	$640.72	$5,580.72
Category II - Other Direct Costs				
(300)	Travel	$0	$0	$0
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$600.00	$600.00
	Category II Sub-Total	$0	$600.00	$600.00
Total Direct Costs		$4,940.00	$1,240.72	$6,180.72
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$0	$0
Summary				
	Total Labor Costs	$4,940.00	$640.72	$5,580.72
	Total Direct Costs	$0	$600.00	$600.00
	Total Indirect Costs	$0	$0	$0
	Grand Total	$4,940.00	$1,240.72	$6,180.72
	Fund Sources (Percent Share)	79.93%	20.07%	

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PI&E OBJECTIVE/PERFORMANCE MEASURE

X I agree to the below efforts with a public information and education (PI&E) program for each Enforcement Period.

a. Conduct a minimum of one (1) presentations

b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)

c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

Texas Traffic Safety eGrants

Fiscal Year 2026

Organization Name: City of San Benito Police Department

Legal Name: City of San Benito

Payee Identification Number: 17460022183003

Project Title: STEP - Impaired Driving Mobilization

ID: 2026-SanBenitoPD -IDM-00037

Period: 12/09/2025 to 09/10/2026

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of San Benito

Project Title: STEP - Impaired Driving Mobilization

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.		
2.		
3.		

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to authorize the Mayor to sign the Memorandum of Understanding between the City of San Benito and the Rio Grande Valley Metropolitan Planning Organization for the Distribution and Maintenance of Bicycle and Pedestrian Counter Equipment.

RECOMMENDATION:
Staff recommends approval.

RATIONALE:
The purpose of this MOU is to establish the terms for the one-time distribution of bicycle and pedestrian counter equipment (including, but not limited to, batteries and/or data loggers), and to outline the Parties' respective responsibilities regarding the ongoing operation, maintenance, and data management of the equipment.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Enrique Hernandez, Interim Planning & Development Assistant Director

EXHIBITS: City of San Benito -MOU Bike Battery and Data Loggers

PREPARED BY: Enrique Hernandez
Assistant Director of Administrative Services
12/09/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

MEMORANDUM OF UNDERSTANDING

BETWEEN THE RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION AND

CITY OF SAN BENITO

REGARDING THE DISTRIBUTION AND MAINTENANCE OF BICYCLE AND PEDESTRIAN

COUNTER EQUIPMENT

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization ("RGVMPO") is responsible for carrying out a continuing, cooperative, and comprehensive multimodal transportation planning and implementation process in the Rio Grande Valley ("RGV"); and

WHEREAS, the Valley Baptist Legacy Foundation awarded funding to the Lower Rio Grande Valley Development Council (LRGVDC) in 2020 to purchase eighteen (18) permanent bicycle and pedestrian counters for deployment throughout the RGV; and

WHEREAS, the RGVMPO provided technical assistance for the deployment and use of these counters in support of regional active transportation planning; and

WHEREAS, under Subtask 5.3: Traffic Counts / Bicycle and Pedestrian Counts of the FY 2024–2025 Unified Planning Work Program (UPWP), the RGVMPO established the goal of collaborating with local entities to collect and manage traffic, bicycle, and pedestrian data; and

WHEREAS, to this end, in 2024, the RGVMPO procured additional batteries and data loggers through federal planning funds to extend the functional life of the equipment; and

WHEREAS, the City of San Benito ("LOCAL GOVERNMENT") desires to enter into this MOU with the RGVMPO to provide for the one-time distribution of such equipment to the LOCAL GOVERNMENT and to clearly define each Party's role and responsibilities; and

WHEREAS, the Parties recognize the importance of accurate bicycle and pedestrian data collection to improve regional planning, mobility, and safety.

NOW, THEREFORE, BE IT RESOLVED, as follows:

I. PURPOSE AND BACKGROUND

This Memorandum of Understanding ("MOU") is entered into by and between the RGVMPO and the LOCAL GOVERNMENT to establish the terms for the one-time distribution of bicycle and pedestrian counter equipment (including, but not limited to, batteries and/or data loggers), and to outline the Parties' respective responsibilities regarding the ongoing operation, maintenance, and data management of the equipment.

II. AGREEMENT

II.1 Equipment Distribution

The Parties agree that RGVMPO will distribute the following equipment to the LOCAL GOVERNMENT on a one-time basis:

- Four (4) Batteries
- Two (2) Data Loggers

This equipment is intended to restore functionality to previously installed counters within the LOCAL GOVERNMENT's jurisdiction.

II.2 Ownership and Responsibility

Upon receipt, the equipment becomes the sole property of the LOCAL GOVERNMENT. The LOCAL GOVERNMENT assumes full responsibility for:

- Installation and configuration of the equipment;
- Ongoing maintenance and repair (should the LOCAL GOVERNMENT choose to undertake any such maintenance and repair);
- Replacement of parts or devices as necessary (should the LOCAL GOVERNMENT choose to undertake any such replacement of parts or devices); and
- Data access and ensuring proper functionality for data accuracy.

II.3 Data Access and Coordination

RGVMPO may, at its discretion, provide access to the Eco-Visio data platform to assist the LOCAL GOVERNMENT in managing and interpreting collected data.

The LOCAL GOVERNMENT agrees to share collected bicycle and pedestrian count data with RGVMPO upon request, for the purpose of supporting regional active transportation planning efforts.

II.4 Limitations

This distribution is a one-time provision. The Parties agree that RGVMPO is under no obligation to provide future equipment, replacement parts, or technical support. No financial commitment beyond this one-time distribution is implied or guaranteed by this agreement.

II.5 Mutual Hold Harmless Clause

THE PARTIES AGREE TO HOLD EACH OTHER HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, OR EXPENSES THAT MAY ARISE FROM THE DISTRIBUTION, INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT PROVIDED UNDER THIS MOU.

III. TIME PERIOD

The terms of this MOU shall become effective on the date of the last signature affixed below. The LOCAL GOVERNMENT shall be responsible for the reasonable care, operation, and data use of the equipment provided under this MOU during its functional life. The LOCAL GOVERNMENT shall have no obligation to replace the equipment if it fails, reaches the end of its useful life, or otherwise becomes inoperable. To the extent that Sections III and II.2 conflict with each other, Section III controls.

IV. MISCELLANEOUS PROVISIONS

IV.1 Conflict with Applicable Law.

Nothing in this MOU shall be construed so as to require the commission of any act contrary to law. Whenever there is a conflict between any provision of this MOU and any present or future law, ordinance, regulation, order, or decree to which the Parties cannot legally contract, the latter shall prevail. In such an event, the affected provision shall be modified only to the extent necessary to comply with legal requirements.

IV.2 No Waiver.

No waiver by either Party of any breach of any provision of this MOU shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision.

IV.3 Entire Agreement.

This MOU contains the entire agreement between the Parties regarding the subject matter hereof. This MOU may only be modified or amended by a written agreement executed by both Parties.

IV.4 Texas Law to Apply.

This MOU shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Cameron County, Texas. The Parties consent to personal jurisdiction in Cameron County, Texas.

IV.5 Additional Documents.

The Parties agree to execute such other instruments and documents as may become necessary to carry out the terms of this MOU.

IV.6 Successors.

This MOU shall be binding upon and inure to the benefit of the Parties and their respective administrators, legal representatives, successors, and permitted assigns.

IV.7 Assignment.

This MOU shall not be assignable.

IV.8 Headings.

The headings and captions are solely for convenience and shall not affect interpretation of any provision.

IV.9 Gender and Number.

All pronouns used herein shall be deemed to include the other gender, and the singular shall include the plural as appropriate.

IV.10 Authority to Execute.

The execution and performance of this MOU have been duly authorized by all necessary laws and actions of the Parties, and this MOU constitutes the valid and enforceable obligations of the Parties.

IV.11 Non-Discrimination.

This MOU and all related activities shall be conducted in compliance with applicable non-discrimination laws, including but not limited to race, color, national origin, religion, sex, age, veteran status, or disability.

IV.12 Appendix II To CFR 200-Contract Provisions.

If applicable, the provisions of Appendix II to 2 CFR 200 are incorporated by reference.

IV.13 Governmental Purpose.

Each Party affirms that this MOU is entered into for the purpose of providing governmental services or functions and will be funded out of current revenues.

IV.14 Commitment of Current Revenues Only.

If during any term of this MOU the governing body of either Party does not appropriate sufficient funds to meet its obligations, either Party may terminate this MOU upon ninety (90) days' written notice. Each Party will use best efforts to secure funds necessary for performance. This right is intended as a continuing right to terminate pursuant to Tex. Loc. Gov't Code § 271.903.

IV.15 Notices.

All notices, requests, or other communications required or permitted under this MOU shall be in writing and shall be deemed given (i) when delivered personally; (ii) when sent by certified mail, return receipt requested, postage prepaid; or (iii) when sent by nationally recognized overnight courier, to the addresses designated by each Party. Either Party may update its notice address by providing written notice to the other.

For the RGVMPO:

RGVMPO
c/o Executive Director
617 W University Dr.
Edinburg, TX 78539

For the City of San Benito:

City of San Benito
c/o Mayor
401 N. Sam Houston Boulevard
San Benito, Texas 78586

IV.16 Counterparts / Electronic Signatures.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Signatures transmitted electronically (including by PDF or similar format) shall be deemed valid and binding as original signatures.

IV.17 Survival.

Any provisions of this MOU that by their nature are intended to survive termination, including but not limited to data-sharing obligations (Section II.3) and the Mutual Hold Harmless Clause (Section II.5), shall remain in full force and effect notwithstanding termination or expiration of this MOU.

V. AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives:

For the RGVMPO

Signature: _____

Name: Michael Medina, PTP

Title: Executive Director

Date: Nov. 13, 2025

For City of San Benito

Signature: _____

Name: _____

Title: _____

Date: _____

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to ratify a Master Services Agreement Contract with Digital Age Tech Consultants, LLC for Laserfiche Cloud Solution Software services in the amount of $4,961.00.

RECOMMENDATION:
City Administration recommends approval.

RATIONALE:
Ratifying the Master Services Agreement with Digital Age Tech Consultants, LLC will authorize the continued provision and support of the Laserfiche Cloud Solution Software. This software is essential for improving digital records management, streamlining document workflows, and enhancing organizational efficiency. Approval of this agreement ensures uninterrupted service, compliance with operational needs, and supports ongoing modernization efforts at a cost-effective rate of $4,961.00.

BUDGET IMPACT:
$4,961 - Professional Services 5-0125-0510

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS:
Executed Copy - Laserfiche Software and Phase 1 SOW Contract between Digital Age and the City of San Benito, Texas - 11-26-2025
Executed Copy - Master Services Agreement Contract between Digital Age and the City of San Benito, Texas - 11-26-2025
Invoice-198 for Laserfiche Cloud Software and 5 Hours of the SOW for the City of San Benito, Texas - 11-26-2025

PREPARED BY: Fred Sandoval
City Manager

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

LASERFICHE® SOFTWARE AND PHASE 1 SOW CONTRACT

This Laserfiche® Software and Phase 1 Statement of Work (SOW) Contract Agreement (**"Agreement"**) effective as of 11/14/2025 **("Effective Date")** is entered into by and between Digital Age Tech Consultants, LLC **("Solution Provider")** with a physical address of 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868 and the City of San Benito, Texas **("Client")** with a physical address of 401 North Sam Houston Boulevard, San Benito, TX 78586 **(**each, a **"Party"** and collectively, the **"Parties")**.

WHEREAS, the Parties will outline their respective roles, responsibilities, and expectations concerning the use of the Laserfiche® Software and the services provided by the Solution Provider to the Client.

THEREFORE, in consideration of the mutual obligations set forth in this Agreement, the Parties hereby agree to the following terms and conditions as detailed below:

1. Laserfiche® Cloud Solution – Professional Tier System – Terms and Conditions

A. Defined – The Laserfiche® Cloud Solution **("Package")** is the deliverable from the Solution Provider to the Client. The Client agrees to purchase the Package through the Solution Provider at an initial annual cost of $4,161 **("Software Amount")** for a one-year term, commencing on 11/19/2025 **("Start Date")** and concluding on the renewal date of 11/18/2026 **("Renewal Date")**.

B. Package – The Package includes the following line items:

I. One Repository
II. 5 Full Users – each Full User gets 100 GBs of Storage. This equals a total of 500 GBs of Storage in the Laserfiche® Cloud Solution
III. Web, Mobile, and Desktop Clients
IV. Laserfiche® Scanning
V. Laserfiche® Snapshot
VI. Laserfiche® Import Agent with Email Archiving
VII. Starter Audit Trail
VIII. Direct Share

IX. Microsoft 365 Integration with Simultaneous Co-Authoring
X. Microsoft Teams Integration and Microsoft Dynamics 365 Integration
XI. Redtail CRM Integration
XII. Process Automation
XIII. Connector
XIV. Surveys
XV. 10 Quick Fields Complete and 10 Quick Fields Agent
XVI. Laserfiche® APIs – 50,000 calls a month

C. **Payment Terms and Conditions** – The Client shall remit payment of the full Software Amount of the Package to the Solution Provider before the licenses can be activated for use. Payment should be completed no later than five business days prior to the Start Date. The Client can pay the Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider's business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868. All prices mentioned in this Agreement are in United States Dollars (USD) unless explicitly stated otherwise. Any payments made under this Agreement shall be made in USD.

D. **Renewal and Cancellation Terms and Conditions:**

I. **Automatic Renewal** – The Package will automatically renew for one-year increments after the Renewal Date unless the Client provides a cancellation notice to the Solution Provider at least 45 days before the respective end term.

II. **Renewal Amount and Adjustments** – The Client agrees to pay the renewal amount for each respective renewal term to the Solution Provider. The renewal amount may be adjusted annually to reflect increases in the U.S. inflation rates and the Consumer Price Index (CPI). Additionally, any price increases imposed by Laserfiche® Corporate (**"Manufacturer"**) will be passed along to the Client.

III. **Impact of Package Modifications** – Modifying the Package, such as expanding or downgrading, will impact the renewal cost. Expanding the Package (e.g., adding users or software components) increases the

renewal cost and associated late fees. Downgrading, if possible, may result in a decreased renewal cost, affecting late fees accordingly.

IV. **Cancellation Process** – The Client can initiate the cancellation process by sending an email to info@digitalagetechllc.com. Once the Client cancels, the Package will cease to function beyond the respective end term.

V. **Late Cancellation Fees** – If the Client provides a cancellation notice within 45 days of the respective end term date, they will incur fees equal to 10% of the value of the Package at the time of the respective renewal term.

VI. **Record-Keeping** – Both Parties agree to maintain accurate records of renewals, modifications, payments, and communications related to the renewal of the Package throughout the lifetime of this Agreement.

E. **Laserfiche® Cloud Subscription Agreement Acknowledgement** – The Client is subscribing to the rights to use the Package. It's important to note that the Client does not own the Package. When procuring the Package, the Client agrees to the "Laserfiche® Cloud Subscription Agreement" as part of the activation process. The Solution Provider has provided the Client with a copy of the "Laserfiche® Cloud Subscription Agreement" document via email during the contract phase. The Client acknowledges that they have received and read this document. Furthermore, the Client agrees to the terms of the "Laserfiche® Cloud Subscription Agreement" before signing this Agreement. Upon activation of the Package, the Client will receive an email with an activation link on the Start Date. The Client will go through a click-through process to digitally accept the terms of the "Laserfiche® Cloud Subscription Agreement" and activate the Package.

F. **Laserfiche® Service Level Agreement Acknowledgement** – The Solution Provider provided a copy of the "Laserfiche® Service Level Agreement" document to the Client via an email during the contract phase. The Client acknowledges that they have a copy of the "Laserfiche® Service Level Agreement" document and they read the document. On top of that, the Client agrees to the terms of the "Laserfiche® Service Level Agreement" document before signing this Agreement.

2. Statement of Work (SOW) Phase 1 - Terms and Conditions

A. Defined – In this Agreement, the Statement of Work **("SOW")** outlines the professional and implementation services related to the Package. The Solution Provider will primarily handle the SOW work for the Client, and in certain cases, the Client will cooperate in good faith with the Solution Provider in completing the work jointly. However, the Solution Provider will lead the SOW work.

B. SOW Breakdown and Pricing – Below is the breakdown on implementing the Package:

I. Activate the Laserfiche® Cloud Solution – (2 Hours)

a. Kickoff Call to setup the Laserfiche® Cloud Solution and an activation email link will be sent to the Client

b. The Client will provide temporary access to Digital Age for the initial creation of the users and to establish security rights for the users

c. Set up the Folder Structure in the Laserfiche® Cloud Solution

II. Create Metadata for four templates with associated fields values. Install Import Agent, create one Import Agent Session, and configure the Email Archiver to connect to Outlook – (2 Hours)

III. Data migration of the documents/data from the old Laserfiche® system to the Laserfiche® Cloud system – (3 hours)

IV. Install two Quick Fields stations locally and create two Quick Fields sessions. Connect Quick Fields to the Laserfiche® Cloud Solution to route documents to respective folders. Workflows will be implemented to automate the capture process (Capture Profiles and extra workflow capabilities beyond Quick Fields will be implemented) – (5 Hours)

V. Set up two Scan Station as an ingestion point for day forward scanning into the Laserfiche® Cloud Solution – (2 Hours)

VI. Project Meetings and Status Updates – (2 Hours)

VII. Testing and User Acceptance Testing (UAT) – (2 Hours)

a. Test if users can login and access their folders

b. Test the security of the users

c. Test the Import Agent

d. Test the Workflow Process

e. Test Quick Fields

f. Test the Scanning Station

VIII. Basic User Training and Remote Sessions – (2 Hours)

a. Remote training sessions on various topics of Laserfiche®. These topics include Administration, Scanning, and Workflow

b. Extra hours allocated for calls for Digital Age to assist in miscellaneous activities

Statement of Work (SOW) Pricing			
Product	Hours	Rate	Total Cost
Professional Services Hours Initial Setup and Training	20	$175	$3,500
Government Agency Discount Off of Phase 1 Only	20	-$15	-$300
Total Cost			**$3,200**

C. **Payment Terms and Conditions** – The Client shall remit payment for a value equal to five hours' worth of the SOW to the Solution Provider. Payment should be completed no later than five business days prior to the Start Date so the initial setup can be facilitated. The remaining payment structure for the SOW will be calculated incrementally as hours are expended. The Solution Provider and the Client will conduct periodic meetings to track the hours expended on the SOW, which will be documented and tracked by both Parties. Invoices will be issued by the Solution Provider to the Client once specific milestones are reached. Payment for these invoices will be Net 30. The Client can pay the Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider's business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868.

D. **Project Delivery Assurance** – If Phase 1 is completed before all allocated hours are utilized, the Client has the option to carry over the remaining hours for use in future projects, such as Phase 2 or a modifications/change order SOW. In the event that the hours required for Phase 1 exceed the initial allocation, the Solution Provider will complete the remaining portion of the SOW at no additional cost.

E. **Change Order Process** – Any changes to the scope, specifications, or deliverables of the services will be governed by the Master Services Agreement **("MSA")**. The Solution Provider provided a copy of the MSA contract to the Client via an email during the contract phase. The Client acknowledges having received and read the MSA contract. Additionally, both Parties need to have the MSA contract signed and executed while this Agreement is active. The terms and conditions of this Agreement, including provisions related to payment, confidentiality, and other matters, shall remain in effect for the SOW unless expressly modified by an approved Change Order Agreement.

F. **Scope Creep Prevention** – The Parties are committed to minimizing scope creep and will work collaboratively in good faith to ensure that any changes are necessary, well-defined, and have a clear impact on project goals.

G. **No Unilateral Changes** – Neither Party shall make unilateral changes to the scope of specifications without the written agreement of the other Party.

H. **Customer Support** – Customer support details, including service hours and a structured issue resolution framework, will be outlined within the MSA.

3. Intellectual Property Rights

A. **Client Data and Content –** The Client shall retain all rights, title, and interest in any data, content, or materials provided by the Client for use in the Package. The Solution Provider acknowledges that it requires no rights, title, or interest in the Client's data or content, except for the limited right to use such data to provide the professional services described in this Agreement and the SOW.

B. **Laserfiche® Cloud Solution** – The Solution Provider represents and warrants that it has the right to provide the Client with access to the Package. The Client is using a limited, revocable, non-exclusive, non-sublicense, and non-transferable license to use the Package until the Client cancels, or until such time as the Solution Provider, at its discretion, revokes or terminates the license.

C. **Third-Party Software and Licenses** – The Solution Provider may utilize third-party software, tools, or services as part of the Package or in the course of providing services to the Client. The Client acknowledges that the Solution Provider may integrate or rely on third-party software to enhance the functionality of the Package.

D. **Licensing and Ownership** – The Client acknowledges that any third-party software used by the Solution Provider is subject to the terms and conditions of the respective software license and agreements. Ownership of such third-party software remains with the respective third-party licensors. The Solution Provider will ensure the Client's awareness of any third-party software licenses that are relevant to the services being provided.

E. **Client's Responsibility** – The Client is responsible for adhering to the terms and conditions of any third-party software licenses. The Solution Provider shall not be held liable for any breaches or non-compliance with third-party softwares/licenses by the Client. The Client is responsible for promptly informing the Solution Provider of any breaches or potential breaches of third-

party software licenses to allow for timely resolution. The Client is also responsible for obtaining and maintaining any required licenses and paying any associated fees for third-party software if applicable.

F. **Limitation of Liability** – The Solution Provider's liability regarding third-party software is limited to providing reasonable assistance and support in accordance with the terms of this Agreement. The Client understands that the Solution Provider may not have any control over third-party software updates, availability, and support.

G. **Updates and Changes** – The Client agrees to cooperate with the Solution Provider in applying updates or changes to the Package that may be necessary to maintain compatibility with third-party software or to enhance the Package's functionality.

H. **Vendor Relations** – In the event the Client wishes to enter into direct relationships or agreements with third-party software vendors, the Solution Provider may provide information or facilitate introductions, but the Client is solely responsible for negotiating, contracting, and managing such relationships. Any direct relationships or agreements between the Client and third-party software vendors do not relieve the Client of its obligations under this Agreement.

I. **Open-Source Software** – The Solution Provider may utilize open-source software as part of the Package. The Client shall adhere to the terms and conditions of any open-source licenses governing such software.

J. **Protection of Intellectual Property** – The Client and the Solution Provider agree to take reasonable measures to protect each other's intellectual property rights and proprietary information throughout the term of this Agreement and beyond its termination. Both Parties shall treat such information as confidential and shall not disclose or use it for any purpose other than the performance of their obligations under this Agreement.

4. Confidentiality

A. **Defined** – "Confidential Information" refers to any non-public information disclosed by either Party that is designated as confidential or reasonably understood to be confidential. This includes, but is not limited to, business plans, technical data, software code, financial information, customer lists, and any other proprietary information.

B. **Obligations of Confidentiality** – Both Parties agree to maintain the confidentiality of any Confidential Information disclosed by the other Party. Each Party shall use the maximum possible degree of care in protecting the other Party's Confidential Information but in no case should it be less than a commercially reasonable degree of care.

C. **Permitted Disclosures** – Confidential Information may be disclosed to employees, contractors, or agents of the receiving Party who have a legitimate need to know the Confidential Information for the purpose of fulfilling the obligations under this Agreement. Such disclosures should be made on a need-to-know basis and for the purpose of fulfilling the obligations under this Agreement. The receiving Party shall ensure that such individuals are bound by confidentiality obligations at least as protective as those set forth in this Agreement.

D. **Exceptions** – The obligations of confidentiality shall not apply to information that:

   I. Was publicly known or in the public domain before its disclosure.

   II. Becomes part of the public domain through no fault of the receiving Party

   III. Was in the receiving Party's possession prior to the disclosure

   IV. Is obtained independently by the receiving Party without reference to the disclosing Party's Confidential Information

   V. Is required to be disclosed by law, regulation, or court order

If a disclosure is required by law, the disclosing Party shall provide the other Party with prompt notice and reasonable assistance in contesting such disclosure. Another exception will be made only through written authorization from either Party to share Confidential Information with the public.

E. **Return or Destruction of Information –** Upon the request of the disclosing Party or upon the termination of this Agreement, the receiving Party shall return or destroy all Confidential Information, including any copies, notes, or documents related to such information.

5. Liability and Warranty

A. **Defined –** The Solution Provider's liability under this Agreement is limited to direct damage and shall not exceed the total fees paid by the Client to the Solution Provider under this Agreement, including any renewals, during the 12 months immediately preceding the event giving rise to the claim in U.S. Dollars. The Solution Provider shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including, but not limited to, loss of profits or revenue, loss of data, loss of business opportunity, or cost of procurement of substitute of goods or services arising out of or related to this Agreement.

B. **No Warranty –** The Solution Provider makes no warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The Package and services are provided "as-is." The Client acknowledges that software may have limitations, and the Solution Provider does not guarantee error-free or uninterrupted operation of the Package.

C. **Client's Obligations –** The Client acknowledges that the effectiveness of the Package and services depends on the Client's proper use and management of the software, data, and security measures. The Client agrees to fulfill its operations, including performing its own data backups, as necessary to optimize the effectiveness of the solution and to ensure data security.

D. Indemnification

I. **Indemnification by Client** – The Client agrees to indemnify, defend, and hold harmless the Solution Provider, as well as its officers, directors, employees, contractors, and agents, from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney's fees and costs), and demands arising out of or in connection with the Client's actions, omissions, use or misuse of the Package and services, a violation of applicable laws or regulations by the Client, or a breach of any representation or warranty under this Agreement.

II. **Indemnification by Solution Provider** – The Solution Provider agrees to indemnify, defend, and hold harmless the Client, as well as its officers, directors, employees, contractors, and agents, from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney's fees and costs), and demands arising out of or in connection with the Solution Provider's actions, omissions, negligence or willful misconduct in providing the Package and services, or a breach of any representation or warranty under this Agreement.

III. **Procedure** – The indemnified Party shall promptly, and in no event later than 14 days after becoming aware of any claim, action or demand, notify the indemnifying Party in writing of such claim, action, or demand subject to indemnification. The indemnifying Party shall have the right to assume the defense and settlement of any such claim with counsel reasonably acceptable to the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense and settlement of the claim.

IV. **Limitations** – The indemnification obligations provided herein shall apply throughout the term of this Agreement, including any renewal periods.

V. **Exceptions** – The limitations on indemnification provided herein do not apply to the extent prohibited by applicable law.

6. Data Security, Compliance, and Client Data Handling

A. **Data Security –** The Solution Provider shall implement reasonable and industry-standard security measures, including but not limited to encryption and access controls, to protect the Client's data from unauthorized access, disclosure, alteration, or destruction. The Solution Provider shall regularly monitor, assess, and update these security measures to maintain the confidentiality and integrity of the data.

B. **Compliance –** The Solution Provider shall adhere to applicable data protection and privacy laws and regulations, including but not limited to the California Consumer Privacy Act (CCPA) as it pertains to the processing of personal data. The Solution Provider shall assist the Client in meeting its compliance obligations under these laws as applicable.

C. **Client's Responsibilities –** The Client shall ensure that any data provided to the Solution Provider is compliant with applicable data protection laws. The Client shall also be responsible for maintaining the security and confidentiality of any access credentials provided by the Solution Provider.

D. **Data Breach Notification –** In the event of a data breach affecting the Client's data, the Solution Provider shall promptly notify the Client in accordance with applicable laws. The Solution Provider shall do the following:

   I. Notify the Client within 72 hours of becoming aware of a data breach

   II. Provide details about the nature of the breach, types of data affected, and any mitigation steps taken, all in accordance with applicable laws

E. **Third Parties –** The Solution Provider shall ensure that any third parties with access to the Client's data are bound by appropriate data protection and confidentiality obligations.

F. **Data Sharing with Manufacturer –** The Client acknowledges and agrees that only necessary contact information will be shared with the Manufacturer for the purpose of facilitating orders, billing, and related communications. This contact information includes but is not limited to the Client's name, address, contact persons' names, phone numbers, and email addresses.

G. **Manufacturer Outreach –** The Client consents to the Manufacturer reaching out as necessary for matters related to but is not limited to orders, billing, announcements, promotional offers, alerts, confirmations, surveys, and/or other general communications about the Manufacturer's software solution offering. The Solution Provider may also facilitate such communication on behalf of the Manufacturer when deemed appropriate to ensure efficient coordination. Such outreach will only occur when necessary for specific purposes like but not limited to important updates, announcements, and alerts.

H. **Data Protection –** The Solution Provider shall handle the Client's data in compliance with applicable data protection and privacy laws, and any shared data shall be used solely for the purpose within this Agreement.

I. **Confidentiality –** Any data shared with the Manufacturer shall be treated as confidential and used exclusively for the purposes outlined in this section. An exception will be made only through written authorization from the Client to the Manufacturer to disclose Confidential Information to the public in the case of a case study or marketing effort.

J. **Opt-Out –** The Client may opt-out of direct outreach from the Manufacturer by providing written notice to the Solution Provider via an email to info@digitalagetechllc.com. The Solution Provider shall promptly convey the Client's preference to the Manufacturer.

K. **Exclusions –** The Solution Provider's obligations under this section do not extend to the security or compliance of data that is not hosted or managed by Package.

7. Survivability

The termination of this Agreement shall not affect the validity or enforceability of any provisions herein that, by their nature, are intended to survive the termination. These provisions include, but are not limited to, Intellectual Property Rights, Confidentiality, Liability and Warranty, and Security, Compliance, and Client Data Handling, and any other provisions necessary for the interpretation or enforcement of this Agreement.

8. Severability

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any such invalid or unenforceable provision shall be replaced with a valid and enforceable provision that closely aligns with the original intent of the Parties.

9. Force Majeure

Neither Parties shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disasters, accidents, acts of nature, political upheavals, acts of the government, insurrection, strikes, lock-outs or other serious labor disputes, riots, shortage of materials or supplies, pandemic, epidemic, or any other event beyond the reasonable control of the affected Party (**"Force Majeure Event"**).

Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party in writing, providing full details of the event and its anticipated impact on performance. The affected Party shall make its best effort to mitigate the effects of the Force Majeure Event and to resume performance of its obligations under this Agreement. If a Force Majeure Event prevents the affected Party from performing its obligations for a continuous period of 14 days, the other Party may terminate this Agreement with written notice. During the pendency of a Force Majeure Event, the Parties' obligations under this Agreement, including payment obligations, shall be suspended to the extent they are affected by the Force Majeure Event. Neither Party shall be liable for any damages or penalties arising due to the inability to perform its obligations during the period of the Force Majeure Event.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California in the United States, without regard to its conflict of laws principles. Any dispute arising under or in connection with this Agreement, whether in contract, tort, or otherwise, shall be subject to the exclusive jurisdiction of the federal and state courts located in Orange County, California, in the United States. The Parties agree that the exclusive venue for any legal proceedings, including appellate proceedings, shall be the United States District Court for the Central District of

California, located in Orange County, California. Each Party hereby consents to the personal jurisdiction of such courts.

11. Dispute Resolution

A. **Mediation –** In the event of any dispute or claim arising under this Agreement, the Parties agree to attempt resolution through mediation within 30 days. Mediation shall be conducted by a neutral third-party mediator, jointly selected by the Parties, with the costs shared equally. The mediator's decision is not binding but serves as a basis for further negotiations.

B. **Arbitration –** If mediation does not result in a resolution within 30 days, the Parties shall proceed to binding arbitration. The arbitration shall follow the rules and procedures of an Arbitration Service Provider jointly selected by the Parties. The arbitration process shall take place in Orange County, California. The arbitrator shall apply the laws of the State of California in resolving the dispute. The arbitration award will be final and binding, and judgement on the award may be entered in any court having jurisdiction.

C. **Arbitrator Selection –** The Parties shall jointly select the arbitrator. In case of failure to agree within 30 days, an arbitrator shall be chosen that is based in Orange County, California. If, after 60 days, no agreement is reached, each Party shall select an independent arbitrator, and the two shall jointly select a third arbitrator who has 10 plus years of experience in the legal field.

D. **Costs and Fees –** The costs of arbitration, including arbitrator fees and any administrative fees, shall be shared equally by the Parties. Each Party shall bear its own legal fees and costs, unless otherwise awarded by the arbitrator. If any Party refuses to participate in arbitration or fails to pay its share of the costs, the other Party may seek legal remedies to enforce participation or payment.

E. **Enforceability –** The arbitrator's decision shall be legally binding on both Parties and may be enforced in any court of competent jurisdiction.

F. **Recovery of Fees by Prevailing Party –** If any legal action, including arbitration, arises to enforce or interpret this Agreement, the non-prevailing Party shall pay the prevailing Party reasonable attorneys' fees and other associated costs (including expert witness fees). This payment shall apply both to the

enforcement of the judgement and any appeals in favor of the prevailing Party. The Parties intend for this provision to be separate from other clause in the Agreement, ensuring its survival and independence from any judgement made.

12. Miscellaneous

A. **Amendments** – This Agreement may only be modified in writing and signed by both Parties.

B. **Assignment** – Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except for assignments related to a change in control of the assigning Party's ownership.

C. **Waiver** – The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or the right to enforce it at a later time.

D. **Notices** – All notices, requests, and other communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified in this Agreement. Notice delivery may be by certified mail, email, or any other means agreed upon by the Parties in writing.

E. **Headings** – The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

F. **Execution** – This Agreement may be executed by electronic or digital signature, which shall be deemed equivalent to an original signature.

G. **Language** – This Agreement is executed in the English language, which shall be the governing language for any interpretation or dispute resolution.

H. **Legal Representation** – The Parties acknowledges that they had an opportunity to consult with independent legal counsel individually before entering into this Agreement.

I. **Electronic Communication** – The Parties agree that electronic communication (e.g., email) may be used for the purpose of this Agreement. Emails are listed under the respective Party at the "Addresses for Notices" section.

J. **Third Parties** – Except as expressly provided in this Agreement, nothing in this Agreement shall confer any rights, remedies, or claims upon any person or entity not a Party to this Agreement.

K. **Incorporation** – The preceding sections and clauses referenced in this Miscellaneous section are incorporated by reference as if fully set forth herein.

In conclusion, the Parties have read, understood, and agreed to the terms and conditions of this Agreement. This Agreement is legally binding due to the executed signatures below from each respective authorized contact from each Party.

Digital Age Tech Consultants, LLC
("Solution Provider")

Signed for and on behalf of
Digital Age Tech Consultants, LLC

By: Tim Yuniskis
Name: Tim Yuniskis
Title: Vice President of Business Strategy
Date: 11/26/2025

City of San Benito, Texas
("Client")

Signed for and on behalf of
City of San Benito, Texas

By: Rick Guerra
Name: Rick Guerra
Title: Mayor
Date: 11-25-25

Addresses for Notices:

If to Solution Provider:
Attention: Tim Yuniskis
Digital Age Tech Consultants, LLC
1100 W. Town and Country Rd., Suite 1250
Orange, CA 92868
tim@digitalagetechllc.com

If to Client:
Attention: Rick Guerra
City of San Benito, Texas
401 North Sam Houston Boulevard
San Benito, TX 78586
pir@cityofsanbenito.com

MASTER SERVICES AGREEMENT CONTRACT

This Master Services Agreement ("**Agreement**") effective as of 11/14/2025 **("Effective Date")** is entered into by and between Digital Age Tech Consultants, LLC **("Solution Provider")** with a physical address of 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868 and the City of San Benito, Texas **("Client")** with a physical address of 401 North Sam Houston Boulevard, San Benito, TX 78586 **(**each, a **"Party"** and collectively, the **"Parties")**.

WHEREAS, the Parties will outline their respective roles, responsibilities, and expectations concerning the use of the Laserfiche® Software and services/support provided by the Solution Provider to the Client.

THEREFORE, in consideration of the mutual obligations set forth in this Agreement, the Parties hereby agree to the following terms and conditions as detailed below:

1. Scope of Services and Support Agreement

This Agreement outlines the general terms and conditions governing the provision of services and support by the Solution Provider to the Client. Services provided by the Solution Provider will be specified in separate individual documents like Software Contracts and/or Statement of Works **("SOW")** executed under this Agreement. Support will be defined later in this Agreement that ties to the "Laserfiche® Software and Phase 1 SOW Contract" contract. The Solution Provider provided a copy of the "Laserfiche® Software and Phase 1 SOW Contract" document to the Client via an email during the contract phase. The Client acknowledges having received and read the "Laserfiche® Software and Phase 1 SOW Contract" document. Additionally, both Parties need to have the "Laserfiche® Software and Phase 1 SOW Contract" document signed and executed while this Agreement is active.

2. Statement of Work (SOW)

Each project-specific engagement between the Parties will be documented in separate SOWs. The SOWs will include project-specific details, scope of work, pricing, milestones,

and timelines. The SOWs, once executed by both Parties, will be considered an integral part of this Agreement.

3. SOW Payment Terms and Conditions

Payment Terms and Conditions for services provided under this Agreement will be detailed in each separate and respective SOW. Invoices will be submitted by the Solution Provider in accordance with the payment schedule specified in the SOW. Payment for these invoices will be Net 30. The Client can pay the Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider's business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868. All prices mentioned in the SOWs are in United States Dollars (USD) unless explicitly stated otherwise. Any payments made under this Agreement shall be made in USD.

4. SOW Change Order Process

A. **Defined** – Any changes to the scope, specifications, or deliverables of any of the SOWs provided under this Agreement may be requested by either Party in writing. The Party requesting the change **(**the "**Requesting Party")** shall submit a detailed change request, which shall include a description of the proposed change, the reasons for the change, the impact on the project timeline, and any associated costs.

B. **Change Approval** – Change requests shall be reviewed and approved in writing by both Parties, and a decision will be communicated to the Requesting Party within 14 business days from the date of submission. The Solution Provider shall evaluate the feasibility, impact, and cost of the requested change, and the Client shall assess the impact on project objectives and timelines.

C. **Change Order Agreement –** Upon mutual agreement, a formal Change Order Agreement shall be prepared and signed by both Parties, detailing the approved change, any adjustments to the project timeline, and the associated costs. The Change Order Agreement shall become an integral part of this Agreement.

D. **Effect on Project** – Until a Change Order Agreement is executed, the Solution Provider shall continue to perform the services in accordance with the existing

scope and specifications. No changes shall be implemented without a formal, signed Change Order Agreement.

E. **Payment for Changes** – The Client agrees to pay any additional costs associated with approved changes as outlined in the Change Order Agreement. Payment terms for change orders shall be detailed in the respective Change Order Agreement.

F. **Scope Creep Prevention –** The Parties are committed to minimizing scope creep and will work collaboratively in good faith to ensure that any changes are necessary, well-defined, and have a clear impact on project goals.

G. **Effect on Existing Terms** – The terms and conditions of this Agreement, including provisions related to payment, confidentiality, and other matters, shall remain in effect for the SOW unless expressly modified by an approved Change Order Agreement.

H. **No Unilateral Changes** – Neither Party shall make unilateral changes to the scope of specifications without the written agreement of the other Party.

5. Customer Support

A. **Defined** – The Solution Provider is committed to providing timely support **("Customer Support")** to the Client within the specified times of Monday to Friday from 6AM Pacific Standard Time (**"PST"**) to 5PM PST **("Support Hours")**. The Solution Provider recognizes the importance of prompt communication during these hours for effective issue resolution.

B. **Communication Channels** – The Client can initiate Customer Support by sending an email to info@digitalagetechllc.com.

C. **Response Times –** During Support Hours, the Solution Provider commits to responding within up to four hours. For support requests outside of Support Hours, the Solution Provider will acknowledge them within up to four hours when Support Hours resume the upcoming business day.

D. **Resolutions** – Upon acknowledging a support request, the Solution Provider will assess the issue, gather necessary information, identify potential causes, test

possible solutions, and verify system functionality. The Client's cooperation in providing detailed information and timely feedback is essential for an efficient resolution process.

E. **Escalation Procedures** – If the Solution Provider is unable to resolve a support issue, it will be escalated to Laserfiche® Corporate **("Manufacturer")**. The Solution Provider will work closely with the Manufacturer for a speedy resolution. Since the support issue is complex and has been escalated, there is no guarantee that a resolution will occur within two business days, especially in the case of a bug requiring a software update from the Manufacturer. The Solution Provider will inform the Client when a case is escalated and provide updates on its progress and resolution.

F. **Exclusions** – Customer Support covers issues related to the functionality of the Package only and does not extend to third-party software, third-party licenses, hardware, or networking issues. The Client is responsible for seeking support from their respective vendors for third-party software, licenses, hardware, and networking issues. Customer Support does not encompass issues arising from actions taken by the Client.

G. **Client Obligations** – In consideration for successful and swift Customer Support, the Client agrees to provide as much information upfront to the Solution Provider on the issue with the Package. The Client commits to providing a detailed description of the error, the time it occurred, and screenshots of errors messages.

6. Confidentiality

A. **Defined** – "Confidential Information" refers to any non-public information disclosed by either Party that is designated as confidential or reasonably understood to be confidential. This includes, but is not limited to, business plans, technical data, software code, financial information, customer lists, and any other proprietary information.

B. **Obligations of Confidentiality** – Both Parties agree to maintain the confidentiality of any Confidential Information disclosed by the other Party. Each Party shall use the maximum possible degree of care in protecting the other Party's Confidential Information but in no case should it be less than a commercially reasonable degree of care.

C. **Permitted Disclosures** – Confidential Information may be disclosed to employees, contractors, or agents of the receiving Party who have a legitimate need to know the Confidential Information for the purpose of fulfilling the obligations under this Agreement. Such disclosures should be made on a need-to-know basis and for the purpose of fulfilling the obligations under this Agreement. The receiving Party shall ensure that such individuals are bound by confidentiality obligations at least as protective as those set forth in this Agreement.

D. **Exceptions –** The obligations of confidentiality shall not apply to information that:

I. Was publicly known or in the public domain before its disclosure.

II. Becomes part of the public domain through no fault of the receiving Party.

III. Was in the receiving Party's possession prior to the disclosure.

IV. Is obtained independently by the receiving Party without reference to the disclosing Party's Confidential Information.

V. Is required to be disclosed by law, regulation, or court order.

If a disclosure is required by law, the disclosing Party shall provide the other Party with prompt notice and reasonable assistance in contesting such disclosure. Another exception will be made only through written authorization from either Party to share Confidential Information with the public.

E. **Return or Destruction of Information –** Upon the request of the disclosing Party or upon the termination of this Agreement, the receiving Party shall return or destroy all Confidential Information, including any copies, notes, or documents related to such information.

7. Warranty

The Solution Provider represent and warrants that the services, whether performed directly by the Solution Provider or by a third-party engaged by the Solution Provider, will be performed in a professional and workmanlike manner consistent with industry standards. The Solution Provider further warrants that is has exercised reasonable care and diligence in the selection and oversight of any third party engaged to perform the services.

8. Limitation of Liability

A. **General Limitation** – In no event shall either Party be liable to the Party for any indirect, consequential, special, or punitive damages, including but not limited to loss of profits, data, or business, arising out of or in connection with this Agreement.

B. **Maximum Liability** – The Solution Provider's maximum liability under this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the total fees paid by Client to the Solution Provider under the applicable SOWs giving rise to the liability.

C. **Third Party Services** – Client acknowledges that the Solution Provider may engage in third parties to perform certain aspects of the Services. In such cases, the Solution Provider shall remain responsible for the quality of the Services provided by third parties as if performed by the Solution Provider directly. Notwithstanding and third-party engagements, the Solution Provider's liability for any breach of warranty or other obligations under this Agreement shall not be limited, and the Solution Provider shall ensure that any third parties engaged by the Solution Provider are contractually obligated to comply with the terms and conditions of this Agreement.

9. Indemnification

The Client agrees to indemnify, defend, and hold harmless the Solution Provider, its officers, directors, employees, contractors, and agents from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney's fees and costs), and demands arising from out of or in connection with the Client's actions, omissions, or breach of any representation or warranty under this Agreement. The Solution Provider agrees to indemnify, defend, and hold harmless the Client from

and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with the Firm's actions, omissions or breach of any representation or warranty under this Agreement.

10. Survivability

The termination of this Agreement shall not affect the validity or enforceability of any provisions herein that, by their nature, are intended to survive termination. These provisions include, but are not limited to, confidentiality obligations, payment obligations, and any other provisions necessary for the interpretation or enforcement of this Agreement.

11. Severability

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any such invalid or unenforceable provision shall be replaced with a valid and enforceable provision that closely aligns with the original intent of the Parties.

12. Force Majeure

Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disasters, accidents, acts of nature, political upheavals, acts of the government, insurrection, strikes, lock-outs, or other serious labor disputes, riots, shortage of materials or supplies, pandemic, epidemic, or any other event beyond the reasonable control of the affected Party **("Force Majeure Event")**.

Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party in writing, providing full details of the event and its anticipated impact on performance. The affected Party shall make its best effort to mitigate the effects of the Force Majeure Event and to resume performance of its obligations under this Agreement. If a Force Majeure Event prevents the affected Party from performing its obligations for a continuous period of 14 days, the other Party may terminate this Agreement with written notice. During the pendency of a Force Majeure Event, the Parties' obligations under this Agreement, including payment obligations, shall be suspended to the extent they are affected by the Force Majeure Event. Neither Party shall be liable for any

damages or penalties arising due to the inability to perform its obligations during the period of the Force Majeure Event.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California in the United States, without regard to its conflict of laws principles. Any dispute arising under or in connection with this Agreement, whether in contract, tort, or otherwise, shall be subject to the exclusive jurisdiction of the federal and state courts located in Orange County, California, in the United States. The Parties agree that the exclusive venue for any legal proceedings, including appellate proceedings, shall be the United States District Court for the Central District of California, located in Orange County, California. Each Party hereby consents to the personal jurisdiction of such courts.

14. Dispute Resolution

A. **Mediation** – In the event of any dispute or claim arising under this Agreement, the Parties agree to attempt resolution through mediation within 30 days. Mediation shall be conducted by a neutral third-party mediator, jointly selected by the Parties, with the costs shared equally. The mediator's decision is not binding but serves as a basis for further negotiations.

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Digital Age Tech Consultants, LLC
("Solution Provider")

Signed for and on behalf of
Digital Age Tech Consultants, LLC

By: Tim Yuniskis
Name: Tim Yuniskis
Title: Vice President of Business Strategy
Date: 11/26/2025

City of San Benito, Texas
("Client")

Signed for and on behalf of
City of San Benito, Texas

By: Ricardo Guerra
Name: Rick Guerra
Title: Mayor
Date: 11-25-25

Addresses for Notices:

If to Solution Provider:
Attention: Tim Yuniskis
Digital Age Tech Consultants, LLC
1100 W. Town and Country Rd., Suite 1250
Orange, CA 92868
tim@digitalagetechllc.com

If to Client:
Attention: Rick Guerra
City of San Benito, Texas
401 North Sam Houston Boulevard
San Benito, TX 78586
pir@cityofsanbenito.com

Digital Age Tech Consultants, LLC

Empowering Organizations with Advanced Technology

INVOICE

1100 W. Town and Country Road., Suite 1250
Orange, CA 92868
Phone: (562) 476-5044
Email: info@digitalagetechllc.com

INVOICE #198
DATE: 11/26/2025
NET 30

BILL TO:
Rick Guerra
City of San Benito, Texas
401 North Sam Houston Boulevard
San Benito, TX 78586
Phone: (956) 361-3800
Email: pir@cityofsanbenito.com

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
5 Full User Laserfiche® Cloud Solution Professional Tier Package	1	$4,161	$4,161
SOW Hours for Initial Implementation	5	$160	$800
		SUBTOTAL	**$4,961**
		SALES TAX	$0
		TOTAL DUE	**$4,961**

If you have any questions concerning this invoice, please contact Tim Yuniskis, (562) 476-5044, tim@digitalagetechllc.com

THANK YOU FOR YOUR BUSINESS!



December 16, 2025

EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve Hog Waddle 2026 Headliner deposit with Carpe Nox Industries, LLC

RECOMMENDATION:

Staff recommends proceeding with the payment of a $125,000 deposit to secure Charley Crockett as the headliner for the Hog Waddle 2026 event, scheduled for Saturday, March 14, 2026, at the San Benito Fairgrounds. This early commitment will allow the City to begin advertising, ticket sales, and sponsor outreach in early 2026.

RATIONALE:

Booking a high-profile artist like Charley Crockett well in advance positions Hog Waddle 2026 as a marquee event in the region, enhancing San Benito's visibility and reinforcing its brand as "The Soul of South Texas." Early confirmation enables strategic marketing, media outreach, and partnership development, increasing the likelihood of strong attendance, regional tourism impact, and sponsorship engagement. This aligns with the City's goals of cultural promotion, economic development, and community pride.

BUDGET IMPACT:

The immediate budgetary impact is a $125,000 deposit for the artist booking, which will be allocated from the city events budget.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: CSB-Inv1-HogWaddle26-Charley Crockett-3-14-26

PREPARED BY: Fred Sandoval
City Manager

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

Carpe Nox Industries LLC

		Invoice No.	HogWaddle-2026 - HW1-0001
Rogelio Garcia DBA Carpe Nox Industries LLC		Invoice Date:	December 10, 2025
Contractual Sevices			Charley Crockett - Deposit
1313 E Cynthia Lane		Bill To:	City of San Benito
Pharr TX, 78577			
Tax ID: 80-570152-3		Address:	401 N Sam Houston Boulevard
IBC - International Bank of Commerce			San Benito, TX 78586
1200 San Bernardo Ave Laredo, TX 78040		Phone:	(956) 361-3800
Routing # 114902528		E-mail:	
Account #: 2515836526		Fax:	

Description	Column1	Column2	Amount
			City of San Benito TX
		City / EDC	Deposit Amount Due
SanBenito EDC / SCS			
- Hog Waddle 2026 - Headliner		125,000 / 125,000	$125,000.00
- Charley Crockett 90min set $250,000			
-			

	Invoice Subtotal	$ 125,000.00
	Tax Rate	8.25%
	Sales Tax	Tax Exempt
	Other	
	Deposit Received	-
	TOTAL	**$ 125,000.00**

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to award RFP Number 2025-11-02 to Tanksco, Inc., the lowest bidder, for the Cleaning, Repairing, and Painting of the 1,000,000-Gallon Elevated Reservoir (US 77 Expressway/Freddy Fender Tower) and the 850,000-Gallon Elevated Reservoir (Oscar Williams Road Tower) for the City of San Benito, Texas.

RECOMMENDATION:
Staff recommends approval

RATIONALE:
The city solicited bids, and Tanksco—the lowest bidder—was selected to handle the cleaning, repair, and painting of the US 77 Expressway/Freddy Fender Tower and the Oscar Williams Road Tower.

BUDGET IMPACT:
$1,468,280.00

RESOURCE PERSONNEL:
Enrique Hernandez, Interim Planning & Development Assistant Director

EXHIBITS:
San Benito, TX 5259-25 Recommendation Letter - Tanksco, Inc
1 Freddy Fender Tower
2 Freddy Fender Tower
3 Freddy Fender Tower
4 Williams Tower
5 Williams Tower
6 Williams Tower

PREPARED BY: Fred Sandoval

_____ 12/10/2025
City Manager Date

Fred R. Sandoval
Fred Sandoval

City Manager

KLM Engineering Inc.
WATER TOWER SPECIALISTS

Corporate Office

1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

December 5, 2025

Fred Sandoval
City Manager
City of San Benito
401 North Sam Houston Boulevard
San Benito, TX 78586

by Email

RE: Bid evaluation for the Cleaning, Repairing, and Painting of the 1,000,000-Gallon Elevated Reservoir (US 77 Expressway/Freddy Fender Tower) & 850,000-Gallon Elevated Reservoir (Oscar Williams Road Tower) for the City of San Benito, Texas. Owner RFP No. 2025-11-02. KLM Project No. 5259-25 & 5260-25. ISG Project No. 33200.

Mr. Sandoval,

The project bid opening was held on Thursday, December 4, 2025, at 2:00 PM CST. A total of six qualified bids were received. Bids were received through QuestCDN's online bidding platform and opened publicly via webcast. Bids received were as follows:

Bidders	US 77 Expressway/Freddy Fender Tower **Base Bid**	Oscar Williams Road Tower **Add. Alternate #1 Bid**	**Base Bid + Add. Alternate #1 Bid**
Engineer's Estimate	$900,000.00	$1,400,000.00	$2,300,000.00
Tanksco Inc.	$820,280.00	$648,000.00	$1,468,280.00
O&J Coatings, Inc.	$847,500.00	$945,000.00	$1,792,500.00
Viking Industrial Painting	$888,625.00	$1,854,650.00	$2,743,275.00
Maguire Iron, Inc.	$928,500.00	$1,212,500.00	$2,141,000.00
TMI Coatings, Inc.	$1,243,250.00	$2,054,500.00	$3,297,750.00
Classic Protective Coatings, Inc.	$620,450.00	$1,726,860.00	$2,985,360.00

The low bidder, Tanksco, Inc., provided documentation that meets or exceeds the specified qualifications requirements. They are a newer company that has been the general contractor on several projects with KLM Engineering in the last two years. On those projects with KLM, they met the standards and obligations, performed quality work, and were very responsive and accommodating to changes encountered. While newer to the role as a general, their owners and laborers have many years of experience in the industry as subcontractors and employees for some of the other bidders. KLM Engineering also has had positive experiences working with them in those roles, prior to working as Tanksco, Inc.

Tanksco, Inc. has confirmed they are comfortable honoring their proposed amount above and expressed an understanding of the Project Requirements. Considering their favorable bid and positive work history, KLM recommends awarding the contract for both towers to Tanksco, Inc. for their Base Bid plus Add. Alternate #1 amount of $1,468,280.00. Performing the work of both towers in a single package is the most cost-effective approach to the current rehabilitation needs.

Corporate Office

1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

Please feel free to contact me with any questions.

Sincerely,

KLM Engineering Inc.

[redacted]

Benjamin Feldman, PE
Manager of Engineering



Photo No. 43
Overall view of roof



Photo No. 44
Wet access manway conditions

Copyright 2025 by KLM Engineering, Inc.



Photo No. 45
Wet access manway conditions



Photo No. 46
Wet access manway conditions

Copyright 2025 by KLM Engineering, Inc.



Photo No. 51
Roof coating conditions



Photo No. 52
Roof coating conditions

Copyright 2025 by KLM Engineering, Inc.



Photo No. 81
Finial vent and strobe light



Photo No. 82
Wet access manway

Copyright 2025 by KLM Engineering, Inc.

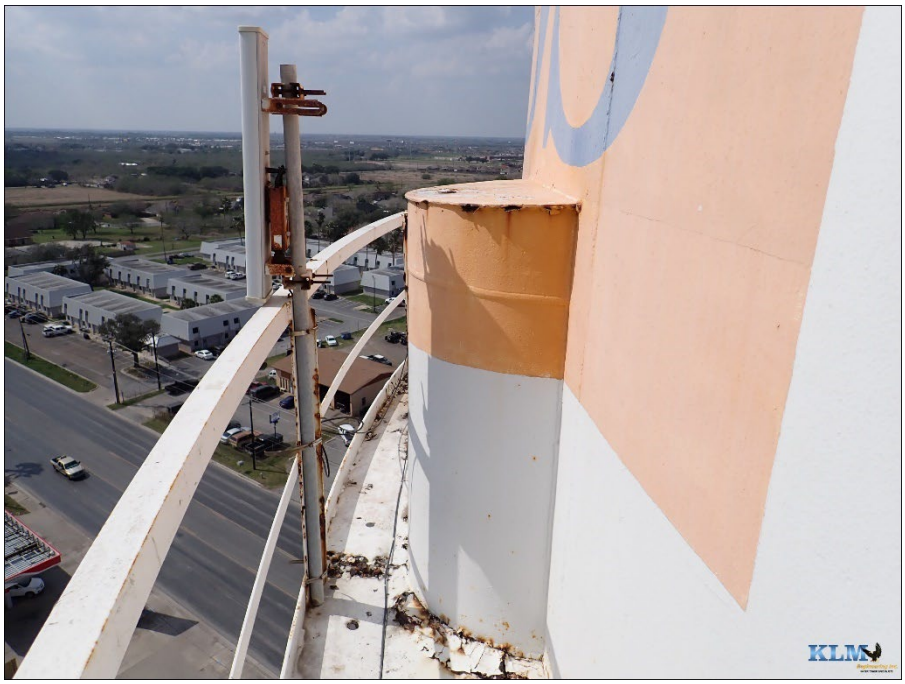


Photo No. 91
Balcony conditions



Photo No. 92
Balcony conditions

Copyright 2025 by KLM Engineering, Inc.



Photo No. 87
Shell ladder



Photo No. 88
Shell ladder

Copyright 2025 by KLM Engineering, Inc.

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:

Discussion and possible action to: (1) authorize issuance of a Request for Proposals (RFP) for exclusive citywide municipal solid waste collection and disposal services; (2) authorize the City Manager to finalize and publish the RFP, appoint a staff evaluation committee, evaluate and rank all responsive proposals, and negotiate a proposed agreement with the highest-ranked proposer; and (3) direct that any proposed exclusive solid waste franchise agreement be returned to the City Commission for consideration and possible approval, and that all legally required public notices be provided.

RECOMMENDATION:

Staff recommends proceeding with the issuance of a Request for Proposals (RFP) for exclusive citywide municipal solid waste collection and disposal services. It is further recommended that the City Manager be authorized to finalize and publish the RFP, appoint a staff evaluation committee, evaluate and rank all responsive proposals, and negotiate a proposed agreement with the highest-ranked proposer. Any resulting proposed agreement should be returned to the City Commission for final review and consideration.

RATIONALE:

This recommendation supports the City's goal of improving service quality, operational efficiency, and long-term sustainability in solid waste management. By pursuing an exclusive franchise agreement through a competitive RFP process, the City can ensure transparency, attract qualified providers, and secure favorable terms for residents and businesses. Delegating key administrative tasks to the City Manager streamlines the process while maintaining Commission oversight at the final decision stage.

BUDGET IMPACT:

The only budgetary impact at this time is the cost associated with publishing the Request for Proposals (RFP).

RESOURCE PERSONNEL:

Diana Garza, Assistant City Manager

EXHIBITS: None

PREPARED BY: Diana Garza
Assistant City Manager

12/09/2025
Date

Fred R. Sandoval

Fred Sandoval
City Manager

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the purchase of the CivicPlus Marketplace App for the City of San Benito for the total amount of $5,625.00 and an annual recurring fee of $7,500.00.

RECOMMENDATION:
City Staff recommends approval.

RATIONALE:
The CivicPlus Marketplace App is a fully configurable mobile application that serves as a centralized digital hub for community engagement across all CivicPlus solutions. Offering residents convenient access to your agency's information and services, as well as a native SeeClickFix 311 CRM functionality, the app enhances transparency, service accessibility, and community satisfaction by serving as a mobile gateway to essential services and civic resources.

Two other quotes have been provided, one from GoGov and another from Granicus.

BUDGET IMPACT:
$5,625.00 startup fee and $7,500 annual recurring fee - Account 5-0125-0510 (IT Software)

RESOURCE PERSONNEL:
Mario Perea, Police Chief

EXHIBITS:
TX - San Benito - Marketplace App SOW 12032025 (1)
TX - San Benito - Marketplace App SOW 12032025
San Benito City, TX - Quote - 2025-11-26 (CRM, Notify, VoiceSMS) (1)
TX_San Benito TX Police Department_Q-393965_2024DEC18 (1) (2) (1)

PREPARED BY: Mario G. Perea
Chief of Police

12/10/2025
Date

Fred R. Sandoval

Fred Sandoval
City Manager

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-99661-1
Date: 5/6/2025 3:50 PM
Expires On: 12/19/2025

Client:
City of San Benito, TX

Bill To:
SAN BENITO CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dan Dobrosielski	785-706-9401	dan.dobrosielski@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,875.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	CivicPlus Marketplace Mobile App	Marketplace mobile app with SeeClickFix 311 CRM Starter. Customer must comply with Google and Apple policies. Includes the following promotional features until 12/31/2025: reports module, new request form in CRM, and ability to add extra categories.	USD 7,500.00

~~List Price - Initial Term Total~~	~~USD 7,500.00~~
Total Investment - Initial Term	USD 5,625.00
Annual Recurring Services (Subject to Uplift)	USD 7,500.00

Initial Term	Beginning at signing and ending 12/2/2026, Renewal Term 12/3 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Total Investment – Initial Term to be prorated based on signature date.

Acceptance of Quote # Q-99661-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

SeeClickFix 311 CRM
POWERED BY CIVICPLUS

FACT SHEET



CivicPlus® Marketplace App: Your Community's Mobile Engagement Gateway

Discover the Benefits of a Configurable, Centralized Hub for Community Engagement

The CivicPlus Marketplace App is more than a request management solution; it's a fully configurable mobile application that serves as a centralized digital hub for community engagement across all CivicPlus solutions. Offering residents convenient access to your agency's information and services, as well as native SeeClickFix 311 CRM functionality, the app enhances transparency, service accessibility, and community satisfaction by serving as a mobile gateway to essential services and civic resources.

Features and Benefits

Streamlined Civic Experience

- The members of your community can report issues, access public records, view meeting agendas and notes, and respond to code enforcement actions via the app at any time, from any mobile device.
- A single point of access and centralized communication using in-app Chatbot, Short Message Service (SMS) text, and email options make it easy for the public to stay informed and engaged with your agency's services and resources.

Configurable for Brand Consistency

- Agencies can fully configure the branding, buttons, and links to dynamically update the app design in real-time and maintain a consistent brand identity.
- Over 300 configurable icons allow agencies to align the app's interface with their specific service offerings to enhance the user experience.

Unified Platform for CivicPlus Solutions

- The app integrates native SeeClickFix 311 CRM request management functionality seamlessly with CivicPlus solutions, including but not limited to our Municipal Website, Chatbot, Community Development, Recreation Management, Codification, and Mass Notification systems.
- Engagement across CivicPlus solutions is enabled via links embedded within the app itself and powered through CivicPlus single sign on.

Increased Service Visibility, Trust, and Transparency

- With the app's dynamic content updates and notification capabilities, residents can view service request statuses and receive notifications for community events.

Multipurpose Functionality to Meet the Diverse Needs of Your Community

- Whether residents need to submit records requests, renew pet licenses, or register for programming, the app is flexible enough to meet their needs.
- Communities of all sizes enjoy and benefit from the app. Many users rate it above four stars in the Google Play and Apple App stores.

Multi-Jurisdictional Capabilities to Broaden Service Impact

- The app offers the ability to show or restrict branding and information from other local agencies in your area that also are using the SeeClickFix 311 CRM solution.
- Geolocation features allow residents to report and engage across neighboring jurisdictions, if desired.

Take the Next Step: Contact Us Today

Your Next Steps

Implement the CivicPlus Marketplace App as your mobile resident engagement hub and transform how your community connects with your agency's services and resources.

Contact our team to learn more about how CivicPlus can streamline resident engagement, improve government transparency, and increase community satisfaction.

City of San Benito, TX

Citizen Notifications & Alerts, Citizen Request Management (CRM)

November 26, 2025

Prepared By:

Emily Goczan

(631) 861-5814

emily.goczan@gogovapps.com

Prepared For:

Mario Perea

Police Chief

mperea@cityofsanbenito.com

Subscriptions & Services

Description	Amount
GORequest Citizen Request Management (CRM) – Unlimited Subscription	**$12,000** /year
GONotify Citizen Notifications & Alerts (Notify) – Unlimited Subscription	**$5,400** /year
Voice & Text Sending of SMS & Voice Messages – 25,000 Credits Per Year	**$1,000** /year
Services: $0	**Annually: $18,400**

Order Details

Primary Contact			
Contact Name:		**Phone:**	
Title:		**Email:**	

Billing Information			
Contact Name:		**Phone:**	
PO #: (Optional)		**Email:**	

Contract Term Information	
Initial Subscription Period:	12 months starting:

Terms & Conditions

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the "Special Terms & Exceptions" section.

1. **Ownership & License:** GOGov, Inc. (dba "GOGov") owns all intellectual property in the software products listed in the Subscription and Services section (collectively "Software" or "Subscription Services") in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this "Agreement") will be effective as of the date of last signature of the Order Form ("Effective Date") and will be governed by the laws in force in the State of New York.

2. **Software License.** The Software subscription and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use the Software if you maintain your annual subscription.

3. **Continued Services**

3.1 *Hosting*. GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.

3.2 *Ownership of Data*. All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer's data without additional charge through a downloadable zip file provided the customer is current on payments.

4. **Payment Terms & Fees**

4.1 *Subscription Term and Termination*. The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer's subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. Quotes for budgeting purposes will be sent 6 months prior to subscription renewal. Invoices are sent approximately 60 days prior to subscription renewal. To cancel this agreement, Customer should submit written notice to GOGov at Billing@GOGovApps.com not less than sixty (60) calendar days prior to the end of the then-current Term. GOGov reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.

4.2 *Payment Terms*. Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are **NET 30** Days from the invoice date.

4.3 *Taxes & Obligations*. Customer agrees to pay the amounts specified in the Order, which are non-cancelable and non-refundable, based on services purchased, not usage. Fees do not include any applicable taxes (e.g. sales, VAT, or withholding). For non-tax-exempt customers, Customer is responsible for paying all Taxes associated with its purchases hereunder and may be invoices separately by GOGov.

4.4 *Convenience Fees*. For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of $3.00 plus 3% per transaction to offset the costs of online processing.

4.5 *Voice & SMS*. For customers using Voice and SMS services only. Customer must purchase a minimum of 10,000 credits per year to keep the Voice & SMS subscription active. Credits are non-refundable but will carry forward as long as the subscription remains active. Each SMS message uses 1-credt for each segment (160 characters) sent or received. Voice services use 1-credit per minute of outbound or inbound calls, except for calls to Alaska (907 area code) which cost 7-credits per minute (credit costs are subject to change). Upon cancellation of the Voice & SMS subscription any unused credits are forfeit and the leased Phone Number will be released and no longer available. Customer must abide by all federal and state laws and regulations for SMS & Voice calling usage including following a proper opt-in process (gogovapps.com/terms#sms).

5. **Limitation of Liability.** GOGov will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGov's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed 50% of the annual contract value at the point in time when the circumstances came about to such claim(s) of liability, even if GOGov or its agents have been advised of the possibility of such damages.

6. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact Support@GOGovApps.com to have objections considered.

7. **Other Provisions**

7.1 *Other Public Agency Orders.* Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.

7.2 *Alternate Terms Disclaimed.* The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

8. **Special Terms & Exceptions.** None.

This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

GOGov, Inc.	**City of San Benito,TX**
Sign:	**Sign:**
Name: Daryl Blowes	**Name:**
Title: CEO	**Title:**
Date:	**Date:**

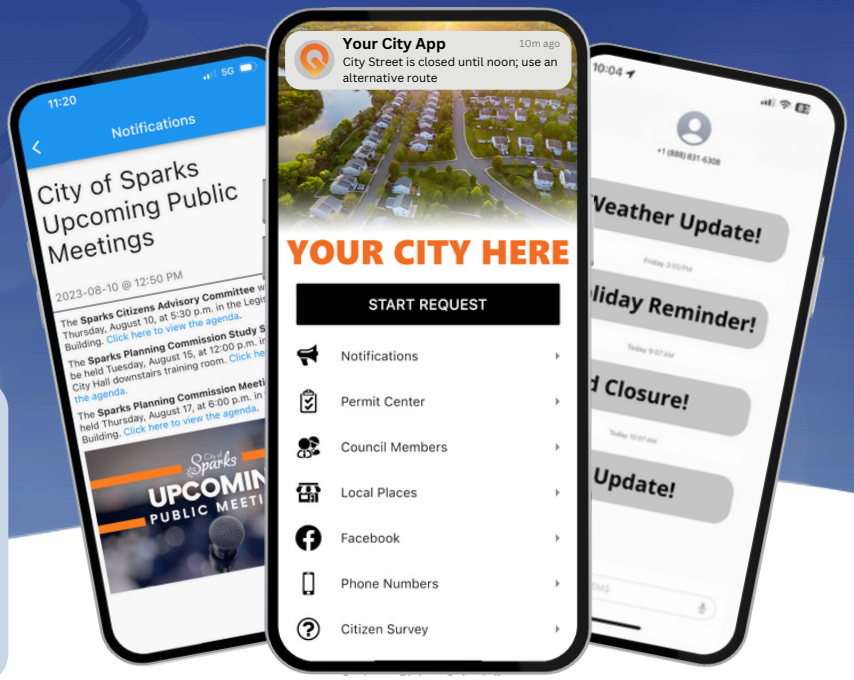
Additional Customer Signatures (Optional)

Sign:	**Sign:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

GOGov

Citizen Notifications

550+ customers
2m+ citizens engaged
7m+ issues resolved



Benefits for Citizen Notifications

Send Targeted Content

Setup subscription groups for relevant content or geo-target specific alerts.

Branded Mobile App

Provide your citizens with a mobile front door to government services.

Multi-Channel Communication

Mobile app, Email, SMS/texting, voice and social media.

All of Your Communication In One Spot

- ✓ Event Updates
- ✓ Road Closures
- ✓ Job Openings
- ✓ Election Information
- ✓ Holiday Reminders
- ✓ Facility Closures
- ✓ Weather Updates
- ✓ Meeting Information
- ✓ And More...

Get Started Today!

Citizen Benefits

Branded Mobile App
One place to access all notifications and important information directly from your local municipality.

Subscription Lists
Citizens can subscribe to the types of notifications that they want to receive.

Direct Notifications
Citizens rest assured that they won't miss important communications because they are delivered directly to their phones.

Manager Benefits

Efficient Communication
Quickly share important updates to residents for improved responsiveness across multiple communcation channels.

Enhanced Citizen Engagement
Engage residents more effectively by providing timely and relevant information.

Streamlined Operations
Foster community involvement with timely notifications and updates.

Staff Benefits

Message Editor
Create detailed and stylish communications with our user-friendly editor by including pictures, formatting and links.

Multi-Channel
Push content to all important channels such as email, mobile push notifications, SMS/texting, voice and social media with just a few clicks.

Direct Communication
Set up subscription groups that allow citizens to subscribe to content. Or use geo-targeting to send important alerts to specific locations.

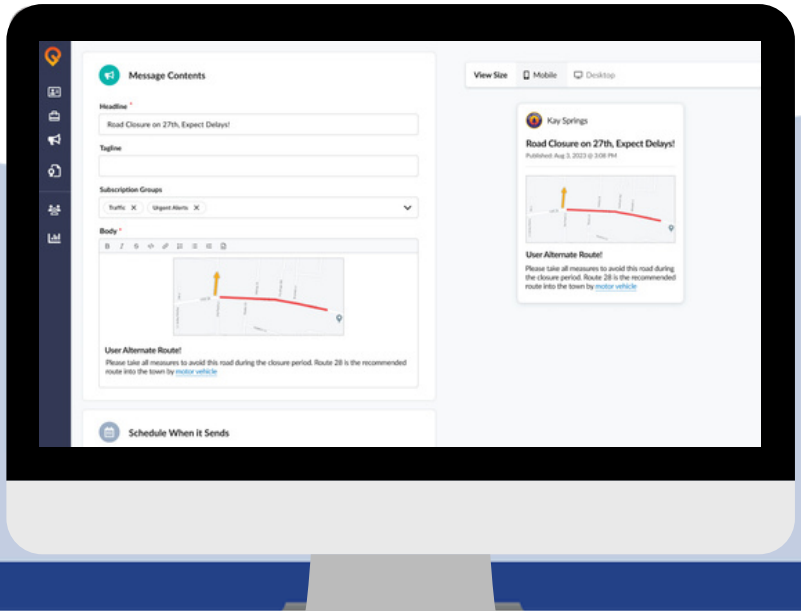
Support & Training

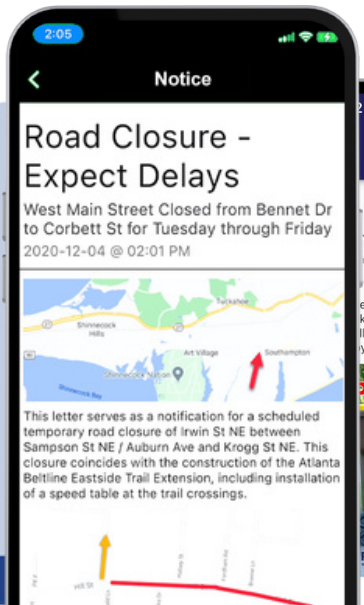
All-Inclusive Training & Support
We provide unlimited access to a dedicated trainer as well as unlimited access to our support team via phone, web and email.

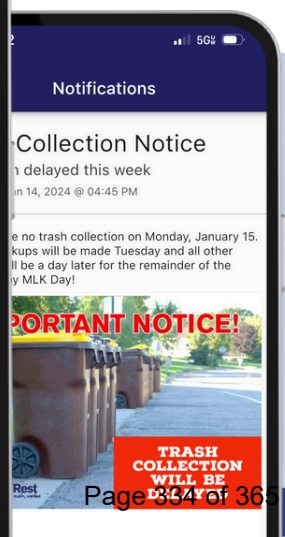
Ongoing Training & Support
Continuous assistance to adapt to changes, train new staff, and maintain performance.

Performance & Reliability
Dependable products with world-class infrastructure for uninterrupted service availability.

Marketing Support Included
Benefit from GOGov's continuous marketing support to keep your community engaged with the app.



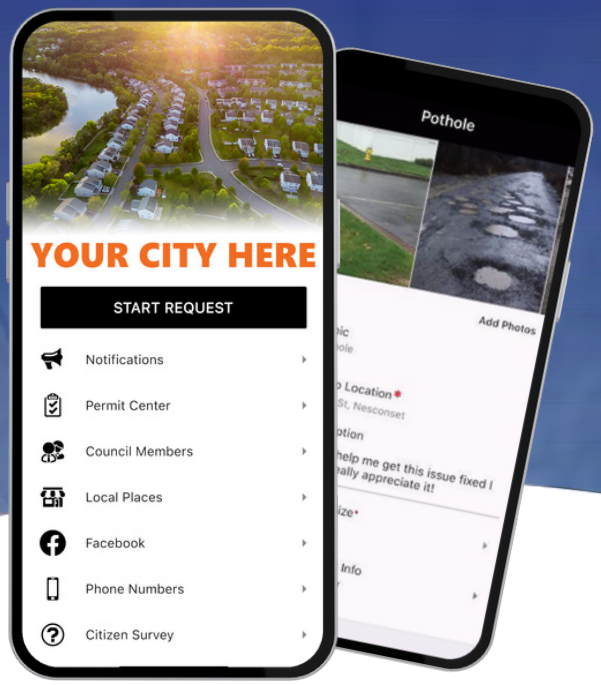




GOGov

Citizen Requests Management

450+ customers
2m+ citizens engaged
7m+ issues resolved



Benefits for Citizen Requests Management

Service Request Tracking

Centralize & organize citizen requests.

Branded Mobile App

Provide your citizens with a mobile front door.

Reporting & Analytics

Make intelligent data-driven decisions.

All of Your Service Requests In One Spot

- ✓ Pot Hole
- ✓ Graffiti
- ✓ Tall Grass
- ✓ Garbage
- ✓ Sidewalk Repair
- ✓ Broken Street Light
- ✓ Open Records
- ✓ Facilities Management
- ✓ And More...

Get Started Today!

Citizen Benefits

Branded Mobile App
One place to access all notifications and important information directly from your local municipality.

Service Portal
Allow for easy request submission & 24/7 access to services and information.

Progress Updates
Citizens can check the status of their issues at their convenience. Real-time push notifications & alerts proactively keep them up to date.

Manager Benefits

Escalations & SLAs
Define SLAs to ensure that your staff is meeting standards. If they are not, escalations can alert management, allowing their attention to be focused where it is needed most.

Enhanced Reporting
Measure a single department or agency-wide; elected officials will be stunned by the amount of detail you can provide about their district.

Customer Satisfaction
Collect valuable feedback that citizens give about their experience.

Staff Benefits

Manage & Route Requests
Requests are automatically routed to the correct department & staff for resolution. Visualize all issues on a map for day planning and trends.

Assign & Track Work
Work crews can access their assignments in the field, update their progress, track labor & material costs.

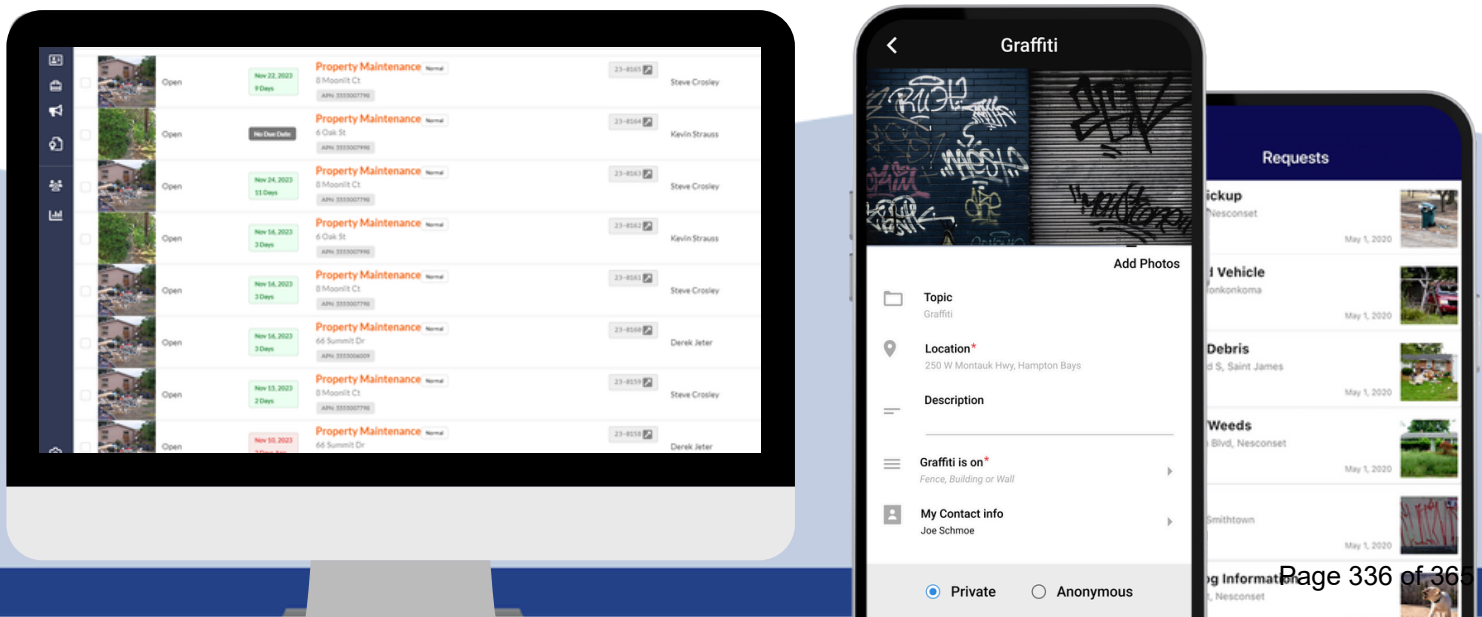
GIS & Work Order Integration
Pull parcel and map information into tickets. Two-way sync with various work order systems.

Support & Training

All-Inclusive Training & Support
We provide unlimited access to a dedicated trainer as well as unlimited access to our support team via phone, web and email.

Ongoing Training & Support
Continuous assistance to adapt to changes, train new staff, and maintain performance.

Performance & Reliability
Dependable products with world-class infrastructure for uninterrupted service availability.



Granicus Proposal for San Benito TX Police Department

ORDER DETAILS

Prepared By:	Allyson Biddy
Phone:	(832) 415-6090
Email:	allyson.biddy@granicus.com
Order #:	Q-393965
Prepared On:	18 Dec 2024
Expires On:	09 Feb 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
OneView Service Request Management Configuration and Training	Upon Delivery	1 Each	$3,745.00
		SUBTOTAL:	**$3,745.00**

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Platform - Essentials: Subscription	Annual	1 Each	$0.00
Service Request Management Module for Essentials: Subscription	Annual	1 Each	$9,630.00
		SUBTOTAL:	**$9,630.00**

Optional Solutions			
Solution	**Billing Frequency**	**Quantity/Unit**	**Associated Fee**
Knowledge Base: Subscription	Annual	1 Each	$2,140.00
Messaging: Subscription	Annual	1 Each	$3,852.00
OneView E&E Knowledge Base Configuration and Training	Upon Delivery	1 Each	$1,605.00
SMS Block: Up to 100,000 SMS Messages	Annual	1 Each	$2,140.00
OneView E&E Messaging Configuration and Training	Upon Delivery	1 Each	$3,745.00
		SUBTOTAL:	**$13,482.00**

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
Platform - Essentials: Subscription	$0.00	$0.00	$0.00	$0.00
Service Request Management Module for Essentials: Subscription	$10,111.50	$10,617.08	$10,617.08	$10,617.08
SUBTOTAL:	**$10,111.50**	**$10,617.08**	**$10,617.08**	**$10,617.08**

Optional Solution(s)	Period of Performance			
	Period 2	Period 3	Period 4	Period 5
Knowledge Base: Subscription	$2,247.00	$2,359.35	$2,359.35	$2,359.35
Messaging: Subscription	$4,044.60	$4,246.83	$4,246.83	$4,246.83
SMS Block: Up to 100,000 SMS Messages	$2,247.00	$2,359.35	$2,359.35	$2,359.35

PRODUCT DESCRIPTIONS

Solution	Description
Platform - Essentials: Subscription	OneView Essentials Level Subscription, includes base platform only, Mobile, and Web Apps. Requires an additional module (Service Requests, Messaging, Knowledge Base, Waste Reminders) added.
Service Request Management Module for Essentials: Subscription	Ongoing subscription for Essentials Service Request Management Module
OneView Service Request Management Configuration and Training	OneView E&E Service Request Management Configuration and Training to include analysis of existing processes, configuration of OneView and OneLink (Mobile App), as well as System Administration and End-User Training
Knowledge Base: Subscription ***(Optional Solution)***	Ongoing subscription for Knowledge Base
Messaging: Subscription ***(Optional Solution)***	Ongoing annual maintenance for Messaging
OneView E&E Knowledge Base Configuration and Training ***(Optional Solution)***	OneView E&E Knowledge Base Configuration and Training
SMS Block: Up to 100,000 SMS Messages ***(Optional Solution)***	SMS Block: Up to 100,000 SMS Messages
OneView E&E Messaging Configuration and Training ***(Optional Solution)***	OneView E&E Messaging Configuration and Training

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-393965 dated 18 Dec 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of San Benito TX Police Department to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-393965 dated 18 Dec 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

San Benito TX Police Department	
Signature:	
Name:	
Title:	
Date:	

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the purchase of an 8.76-acre tract of land adjacent to the San Benito Water Treatment Plant in the amount of $180,000, bearing a legal description of: Being 8.76 acres of land out of Block 37, San Benito Land and Water Company Subdivision, Cameron County, Texas.

RECOMMENDATION:
Staff recommends approval.

RATIONALE:
The purchase of this property is a proactive measure vital for ensuring the City's future water resiliency and capacity to support planned growth. This immediate land acquisition secures the necessary site for critical, long-term water infrastructure expansion, specifically for future treatment plant upgrades, increased storage capacity, and enhanced pumping operations. By securing this land now, the City is ensuring that future capital projects are strategically aligned with established municipal planning objectives and community development needs.

The negotiated price of $180,000 for 8.76-acre equates to roughly $20,500 per acre, which is extremely favorable for land directly adjacent to critical utility infrastructure. Approval of this item would authorize the City to proceed with the purchase process in accordance with applicable laws, policies, and procedures.

BUDGET IMPACT:
$180,000

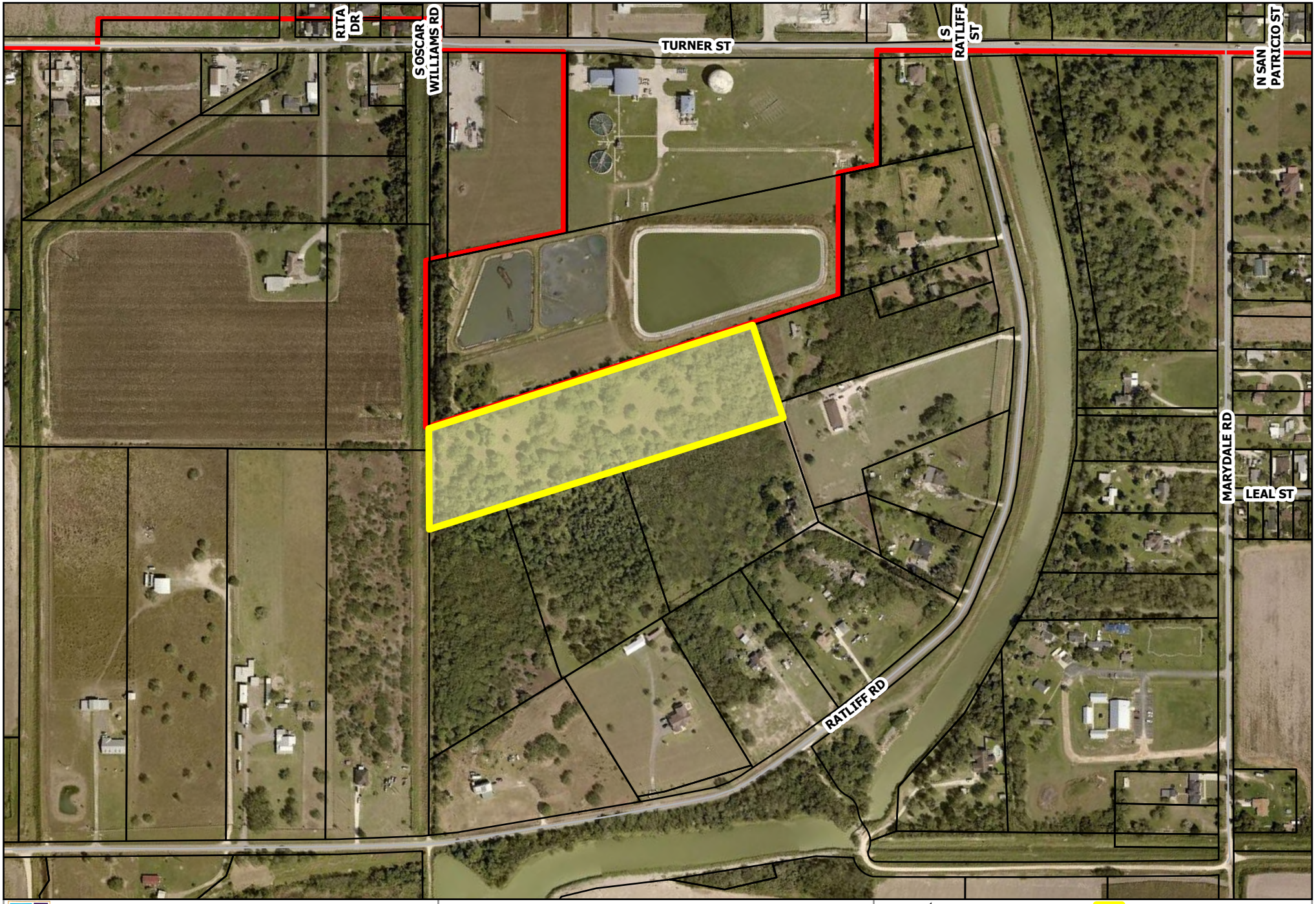
RESOURCE PERSONNEL:
Monica Rodriguez, Planner I
Enrique Hernandez, Interim Planning & Development Assistant Director

EXHIBITS: Location Map

PREPARED BY: Enrique Hernandez
Assistant Director of Administrative Services 12/10/2025
Date

Fred R. Sandoval

Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City of San Benito and software developers assume no legal responsibility for the information on these maps.

Drawn by:
Date:

Location Map

Block 37, San Benito Land & Water Company Subdivision, 8.76 Acres

N

0 0.05 0.1 Miles

- Property Line
- Streets
- CCAD_Parcels
- San Benito City Limits

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Discussion and possible action to adopt findings of emergency under Texas Local Government Code §252.022(a)(2)–(3); to ratify an emergency procurement; and to approve a contract with OMT Utilities in an amount not to exceed $162,000 for repairs to the Virginia Street Lift Station.

RECOMMENDATION:
Staff requests the Commission adopt emergency findings under Texas Local Government Code §252.022(a)(2)–(3), ratify the emergency procurement, and authorize execution of a contract with OMT Utilities for the necessary repairs.

RATIONALE:
Staff received a verbal warning from the Texas Commission on Environmental Quality (TCEQ) after a resident complained of strong sewer odors emanating from the Virginia Street Lift Station. Utilities staff confirmed the lift station discharge line has failed, and the station is operating on a bypass system. Immediate repairs are required to protect public health, prevent further regulatory enforcement, and restore proper wastewater-system operation.

BUDGET IMPACT:
$162,000

RESOURCE PERSONNEL:
Edward Enriquez, Director of Administrative Services

EXHIBITS: Letter From Utilities Supervisor
OMT Utilities Estimate
Texas Local Government Code 2252-022(a)(2)-(3)

PREPARED BY: Edward Enriquez

_____ 12/10/2025
Director of Administrative Services Date

Fred R. Sandoval
Fred Sandoval

City Manager

December 4, 2025

Good afternoon Team,

On November 13, 2025, I received a call from Texas Commission on Environmental Quality (TCEQ) inspector Jonathan Diaz. He informed me that a resident on [redacted] Virginia St. had contacted TCEQ to report a strong sewer odor coming from the Virginia lift station next to her house. Mr. Diaz asked the resident whether she had reported the issue to the City, and she stated that she had not. He then advised her to submit a formal complaint to the City.

Mr. Diaz subsequently called me on my work phone and asked whether we had received any complaints regarding sewer odor at that location. He advised me to address the odor issue at the lift station. I informed him that we currently had a bypass in place because the lift station discharge line was broken.

Mr. Diaz stated that he had advised the resident to file a complaint with the City and that this phone call would serve as a verbal warning. He also informed me that if the resident were to call back, he would be required to initiate a formal investigation.

Should you have any question,
please call me at (956)[redacted]

Jose Lara
Uitilities Supervisior

OMT UTILITIES
Luis Reyes III
1910 S. PLEASANTVIEW
WESLACO, TX 78596

Estimate

Date 11/18/2025
Estimate # 7770

Name / Address
City of San Benito
401 N. Sam Houston Blvd
San Benito, Tx. 78586

P.O. #
Terms

Due Date 11/18/2025
Other

Description	Qty	Rate	Total
**********LIFT STATION ON VIRGINIA ST.**********			
Plug receiving manhole into lift station with 12" plug to allow for bypass pumping.		5,500.00	5,500.00
Remove 6" cast iron pipe, 6" check valves, and 6" gate valves complete with 6" tees from dry vault.		22,500.00	22,500.00
Replace 6" gate valves, 6" check valves and 6" tees inside dry vault. Replace iron pipe with yellow mine.		20,000.00	20,000.00
Break concrete inside dry vault to remove6" iron pipe running from dry vault to wet well and replace with new 6" yellow mine pipe. Reseal with new cement.		30,000.00	30,000.00
Remove two 6" discharge pipes inside wet well including 90 degree elbows and replace with new yellow mine pipe approximately 25' deep. To include two 90 degree elbows schedule 80.		19,000.00	19,000.00
Remove existing old submersible pumps including bases and guide rails.		19,000.00	19,000.00
Install new pump bases wet well concrete floor. Install 2 new Barnes Choppers submersible pumps, to include guide rails and mid and top brackets.		23,000.00	23,000.00
Run wiring from pumps to existing control panel bracket and install new control panel.		23,000.00	23,000.00

We look forward to doing business with you.

Total $162,000.00

OMT UTILITIES
luisreyes034@yahoo.com 956-778-0140

Sec. 252.022. GENERAL EXEMPTIONS. (a) This chapter does not apply to an expenditure for:

(1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;

(2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;

(3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;

(4) a procurement for personal, professional, or planning services, other than lobbying, government relations, or similar services intended to directly or indirectly influence state or federal lawmakers on behalf of a municipality;

(5) a procurement for work that is performed and paid for by the day as the work progresses;

(6) a purchase of land or a right-of-way;

(7) a procurement of items that are available from only one source, including:

(A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;

(B) films, manuscripts, or books;

(C) gas, water, and other utility services;

(D) captive replacement parts or components for equipment;

(E) books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and

(F) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;

(8) a purchase of rare books, papers, and other library materials for a public library;

(9) paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;

(10) a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;

(11) a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;

(12) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or

(D) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;

(13) services performed by blind or severely disabled persons;

(14) goods purchased by a municipality for subsequent retail sale by the municipality;

(15) electricity; or

(16) advertising, other than legal notices.

(b) This chapter does not apply to bonds or warrants issued under Subchapter A, Chapter 571.

(c) This chapter does not apply to expenditures by a municipally owned electric or gas utility or unbundled divisions of a municipally owned electric or gas utility in connection with any purchases by the municipally owned utility or divisions of a municipally owned utility made in accordance with procurement procedures adopted by a resolution of the body vested with authority for management and operation of the municipally owned utility or its divisions that sets out the public purpose to be achieved by those procedures. This subsection may not be deemed to exempt a municipally owned utility from any other applicable statute, charter provision, or ordinance.

(d) This chapter does not apply to an expenditure described by Section 252.021(a) if the governing body of a municipality determines that a method described by Chapter 2269, Government Code, provides a better value for the municipality with respect to that expenditure than the procedures described in this chapter and the municipality adopts and uses a method described in that chapter with respect to that expenditure.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 47(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1001, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 42, Sec. 1, eff. April 25, 1991; Acts 1993, 73rd Leg., ch. 749, Sec. 7, eff. Sept. 1, 1993; Acts 1993, 73rd Leg., ch. 757, Sec. 9, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 207, Sec. 2, eff. May 23, 1995; Acts 1995, 74th Leg., ch. 746, Sec. 1, eff. Aug. 28, 1995; Acts 1997, 75th Leg., ch. 125, Sec. 1, eff. May 19, 1997; Acts 1997, 75th Leg., ch. 1370, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 405, Sec. 41, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1409, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 8.290, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 434 (S.B. 1765), Sec. 3, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.77(3), eff. April 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 4.02, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.002(21), eff. September 1, 2013.

Acts 2025, 89th Leg., R.S., Ch. 1073 (H.B. 223), Sec. 1, eff. September 1, 2025.

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve a $24,000 payment to Southwest Custom, LLC for the partial demolition of a City-owned building located at 101 Doherty Street, adjacent to 925 West Stenger.

RECOMMENDATION:
Staff recommends approval.

RATIONALE:
This item is for authorization to pay Southwest Custom, LLC for the partial demolition of the building's structurally unsound section. The affected portion cannot be safely removed with existing City equipment and will require specialized heavy machinery and professional demolition services.

BUDGET IMPACT:
$24,000

RESOURCE PERSONNEL:
Edward Enriquez, Director of Administrative Services

EXHIBITS: Invoice Number 531

PREPARED BY: Edward Enriquez

_____ 12/10/2025
Director of Administrative Services Date

Fred R. Sandoval
Fred Sandoval
City Manager

Richard Guerra
165 Norma Lee Lane
San Benito Tx 78586
rgsouthwest@gmail.com
956-241-2233

Southwest Custom LLC

Invoice

Bill To: City Of San Benito
eenriquez@cityofsanbenito.com
618 Commerce St
San Benito, TX, 78586-4216

Invoice No: 531
Date: 12/03/2025
Terms: NET 0
Due Date: 12/03/2025

Description	Quantity	Rate	Amount
Demolition Approximately 1200 sq ft building Remove Roofing Remove Exterior Walls Remove Interior Walls Remove Concrete Foundation Remove all trash and debris associated with 1200 sq ft building & foundation	1	$0.00	$0.00*
Total	1	$24,000.00	$24,000.00*

*Indicates non-taxable item

Payment Details

Start Up 7,500.00
Walls Down 6,000.00
Foundation Demo 7,500.00
Final Walk Through 3,000.00

Subtotal	$24,000.00
Total	$24,000.00
PAID	$0.00
Balance Due	**$24,000.00**

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the purchase of multiple-sized Brass Saddles from Ferguson Waterworks in the amount of $12,624.60.

RECOMMENDATION:
Staff recommends approval.

RATIONALE:
Brass saddles are essential components used to ensure secure, reliable tapping into existing water mains for service connections and system maintenance. Maintaining an adequate inventory of properly sized saddles supports timely repairs, reduces service interruptions, and upholds system integrity.
Ferguson Waterworks has provided a competitive quote for the required assortment of sizes, and their products meet the utility's specifications for durability and performance. Brass saddles are used throughout the City to repair broken water lines.
Approval of this purchase will allow staff to replenish critical stock levels and maintain operational readiness for upcoming projects and routine system demands.

Price Comparison:
Ferguson Waterworks - $12,624.60
Core & Main - $13,352.60
Aguaworks Pipe - $13,468.40

BUDGET IMPACT:
Utility System Repairs - 04-5-0932-0527

RESOURCE PERSONNEL:
Edward Enriquez, Director of Administrative Services

EXHIBITS: FERGUSON WATERWORKS

PREPARED BY: Edward Enriquez
Director of Public Works

12/10/2025
Date

Fred R. Sandoval

Fred Sandoval
City Manager

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1109
FERGUSON WATERWORKS #1109
1900 W. EXPRESSWAY 83
MISSION, TX 78572-0000
Phone: 956-584-8199
Fax: 956-584-7487

Deliver To:
From: George Gonzalez
george.gonzalez@ferguson.com
Comments:

14:41:01 NOV 18 2025

FERGUSON WATERWORKS #1106
Price Quotation
Phone: 956-584-8199
Fax: 956-584-7487

Bid No: B568785
Bid Date: 11/18/25
Quoted By: GIG

Cust Phone: 956-361-3800
Terms: NET 10TH PROX

Customer: CITY OF SAN BENITO
485 N SAM HOUSTON BLVD
SAN BENITO, TX 78586

Ship To: CITY OF SAN BENITO
485 N SAM HOUSTON BLVD
SAN BENITO, TX 78586

Cust PO#:

Job Name: SADDLES

Item	Description	Quantity	Net Price	UM	Total
JJ979PGIP	4X1 BRS DBL STRP SDL 4.74-5.32	20	94.390	EA	1887.80
JJ979UGIP	6X1 IP BRS SDL 6.84 - 7.45	20	132.040	EA	2640.80
JJ979XGIP	8X1 IP BRS SDL 8.99 - 9.67	20	146.740	EA	2934.80
JJ97910GIP	10X1 IP BRS SDL 11.04 - 12.12	20	258.060	EA	5161.20

Net Total:	$12624.60
Tax:	$0.00
Freight:	$0.00
Total:	$12624.60

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1109&on=55633

Bid Proposal for City of San Benito - Double Strap Saddles

CITY OF SAN BENITO
Job Location: San Benito, TX
Bid Date: 11/19/2025 05:00 pm
Core & Main Bid #: 4583109

Core & Main
100 N 1st St
McAllen, TX 78501
Phone: 9566313341
Fax: 9566875918

Seq#	Qty	Description	Units	Price	Ext Price
20	20	202B-540-IP4 4X1IP BRS SAD DBL BRZ STRAP 4.80-5.40 OD	EA	122.68	2,453.60
30	20	202B-750-IP4 6X1IP BRS SAD DBL BRZ STRAP 6.90-7.50 OD	EA	144.52	2,890.40
40	20	202B-962-IP4 8X1IP BRS SAD DBL BRZ STRAP 9.05-9.62 OD	EA	178.86	3,577.20
50	20	202B-1212-IP4 10X1IP BRS SAD DBL BRZ STRAP 11.10-12.12 OD	EA	221.57	4,431.40
				SUBTOTAL	**13,352.60**

Sub Total	**13,352.60**
Tax	0.00
Total	**13,352.60**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

AGUAWORKS PIPE & SUPPLY
2907 NORTH CENTRAL AVENUE
BROWNSVILLE, TX 78526

Telephone: 956-831-2500

Telephone: 956-831-2500

WHAT YOU WILL TO COMPLETE THIS PROJECT.

NOTE 4 - TARIFFS

IF, AFTER THE DATE OF THIS BID/QUOTE/PURCHASE ORDER, ANY NEW OR INCREASED TARIFFS, DUTIES, OR OTHER GOVERNMENT-IMPOSED COSTS ON MATERIALS USED IN THE JOB/PROJECT/ PROPOSAL BECOME EFFECTIVE, THE CONTRACT PRICE SHALL BE ADJUSTED TO REFLECT THE ACTUAL INCREASED COST TO AGUAWORKS PIPE & SUPPLY LLC.
THE CUSTOMER WILL BE PROMPTLY NOTIFIED OF ANY SUCH COST IMPACT. FAILURE TO REACH AGREEMENT ON THE PRICE ADJUSTMENT SHALL NOT RELIEVE THE CUSTOMER'S OBLIGATION TO PAY THE DOCUMENTED INCREASED COST

****
****

THE PRICES AND LEAD TIMES IN THIS QUOTATION ARE BASED ON CURRENT MARKET VALUES AND SUPPLIER AVAILABILITY. IN THE EVENT OF ANY CHANGES, AGUAWORKS PIPE & SUPPLY, LLC RESERVES THE RIGHT TO WITHDRAW OR AMEND THIS QUOTATION.

PRICES ON THIS QUOTE ARE FOR A ONE TIME PURCHASE AND BASED ON THE QUANTITIES ON THIS QUOTE

1090	20	EA	4X1IP BRONZE DBL STRP SADDLE BR2B0474IP100 4.74 - 5.32 OD	123.74	2,474.80
1120	20	EA	6X1IP BRONZE DBL STRP SADDLE BR2B0684IP100 6.84 - 7.45 OD	145.73	2,914.60
1150	20	EA	8X1IP BRONZE DBL STRP SADDLE BR2B0899IP100 8.99 - 9.67 OD	180.42	3,608.40

Continued Next Page

AGUAWORKS PIPE & SUPPLY
2907 NORTH CENTRAL AVENUE
BROWNSVILLE, TX 78526

Telephone: 956-831-2500

Telephone: 956-831-2500

1180	20	EA	10X1IP BRONZE DBL STRAP SADDLE BR2B1104IP100 11.04-12.12 OD	223.53	4,470.60

Subtotal:	13,468.40
Tax:	.00
Bid Total:	13,468.40

December 16, 2025

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the purchase of multiple-sized repair clamps from Aguaworks Pipe and Supply in the amount of $43,471.00.

RECOMMENDATION:
Staff recommends approval.

RATIONALE:
Repair clamps are needed and utilized throughout the City during repairs to water lines.
Aguaworks Pipe & Supply - $43,471.00
Core & Main - $54,260.60
ACT Pipe - $53,278.00

BUDGET IMPACT:
Utility System Repairs - 04-5-0932-0527

RESOURCE PERSONNEL:
Edward Enriquez, Director of Administrative Services

EXHIBITS: AGUAWORKS PIPE & SUPPLY

PREPARED BY: Edward Enriquez
Director of Public Works

12/10/2025
Date

Fred R. Sandoval
Fred Sandoval
City Manager

CITY OF SAN BENITO
485 N.SAM HOUSTON BLVD.
SAN BENITO, TX 78586

AGUAWORKS PIPE & SUPPLY
2907 NORTH CENTRAL AVENUE
BROWNSVILLE, TX 78526

Telephone: 956-831-2500

Telephone: 956-831-2500

PROJECT.

NOTE 4 - TARIFFS

IF, AFTER THE DATE OF THIS BID/QUOTE/PURCHASE ORDER, ANY NEW OR INCREASED TARIFFS, DUTIES, OR OTHER GOVERNMENT-IMPOSED COSTS ON MATERIALS USED IN THE JOB/PROJECT/ PROPOSAL BECOME EFFECTIVE, THE CONTRACT PRICE SHALL BE ADJUSTED TO REFLECT THE ACTUAL INCREASED COST TO AGUAWORKS PIPE & SUPPLY LLC.
THE CUSTOMER WILL BE PROMPTLY NOTIFIED OF ANY SUCH COST IMPACT. FAILURE TO REACH AGREEMENT ON THE PRICE ADJUSTMENT SHALL NOT RELIEVE THE CUSTOMER'S OBLIGATION TO PAY THE DOCUMENTED INCREASED COST

****
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THE PRICES AND LEAD TIMES IN THIS QUOTATION ARE BASED ON CURRENT MARKET VALUES AND SUPPLIER AVAILABILITY. IN THE EVENT OF ANY CHANGES, AGUAWORKS PIPE & SUPPLY, LLC RESERVES THE RIGHT TO WITHDRAW OR AMEND THIS QUOTATION.

1020	20	EA	4AX12 3121 FC REPAIR CLAMP 312104X120AA-SB 4.45-4.85 OD	130.97	2,619.40
1050	20	EA	4BX12 3121 FC REPAIR CLAMP 312104B120AA-SB 4.74-5.14 OD	130.97	2,619.40
1080	20	EA	4CX12 3121 FC REPAIR CLAMP 312104C120AA-SB 4.95-5.35 OD	130.97	2,619.40
1110	20	EA	6CX12 3121 FC REPAIR CLAMP 312106C120AA-SB 6.84-7.24 OD	146.62	2,932.40
1140	20	EA	6DX12 3121 FC REPAIR CLAMP 312106D120AA-SB 7.05-7.45 OD	146.62	2,932.40
1170	20	EA	6XX12 3121 FC REPAIR CLAMP	146.62	2,932.40

Continued Next Page

CITY OF SAN BENITO
485 N.SAM HOUSTON BLVD.
SAN BENITO, TX 78586

AGUAWORKS PIPE & SUPPLY
2907 NORTH CENTRAL AVENUE
BROWNSVILLE, TX 78526

Telephone: 956-831-2500

Telephone: 956-831-2500

			312106X120AA-SB 7.40-7.80 OD		
1200	20	EA	8XX12 3121 FC REPAIR CLAMP 312108X120AA-SB 8.60-9.00 OD	172.38	3,447.60
1230	20	EA	8CX12 3121 FC REPAIR CLAMP 312108C120AA-SB 8.99-9.39 OD	172.38	3,447.60
1260	20	EA	8XX12 3121 FC REPAIR CLAMP 312108X120AA-SB 9.30-9.70 OD	172.38	3,447.60
1290	20	EA	10BX12 3121 FC REPAIR CLAMP 312110B120AA-SB 10.64-11.04 OD	237.39	4,747.80
1320	20	EA	10BX12 3121 FC REPAIR CLAMP 312110B120AA-SB 10.64-11.04 OD	237.39	4,747.80
1360	20	EA	2X12 3121 FC REPAIR CLAMP 312102X120AA-SB 2.35-2.63 OD	111.44	2,228.80
1500	20	EA	10CX12 3121 FC REPAIR CLAMP 312110C120AA-SB 11.04-11.44 OD	237.42	4,748.40

Subtotal:	43,471.00
Tax:	.00
Bid Total:	43,471.00

Bid Proposal for City of San Benito - Repair Clamps

CITY OF SAN BENITO
Job Location: San Benito, TX
Bid Date: 11/17/2025 05:00 pm
Core & Main Bid #: 4578155

Core & Main
4525 N Expressway 77/83
Brownsville, TX 78520
Phone: 9563500771
Fax: 9563500029

Seq#	Qty	Description	Units	Price	Ext Price
20	20	261-045012-000 4X12-1/2 REP CLP 4.45-4.73 OD	EA	156.84	3,136.80
30	20	261-048012-000 4X12-1/2 REP CLP 4.74-5.14 OD	EA	185.85	3,717.00
40	20	261-050012-000 4-5X12-1/2 REP CLP 4.95-5.35 OD	EA	158.67	3,173.40
50	20	261-069012-000 6X12-1/2 REP CLP 6.84-7.24 OD	EA	192.13	3,842.60
60	20	261-071012-000 6X12-1/2 REP CLP 7.05-7.45 OD	EA	228.43	4,568.60
70	20	261-074512-000 6X12-1/2 REP CLP 7.45-7.85 OD	EA	254.88	5,097.60
80	20	261-086312-000 8X12-1/2 REP CLP 8.54-8.94 OD	EA	262.74	5,254.80
90	20	261-090512-000 8X12-1/2 REP CLP 8.99-9.39 OD	EA	223.88	4,477.60
100	20	261-094012-000 8X12-1/2 REP CLP 9.27-9.67 OD	EA	225.64	4,512.80
110	20	261-107512-000 10X12-1/2 REP CLP 10.64-11.04 OD	EA	335.38	6,707.60
120	20	261-023812-000 2X12-1/2 REP CLP 2.35-2.63 OD	EA	157.17	3,143.40
130	20	261-111015-000 10X15 REP CLP 11.04-11.44 OD	EA	331.42	6,628.40

SUBTOTAL	**54,260.60**
Sub Total	**54,260.60**
Tax	0.00
Total	54,260.60

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

PIPE & SUPPLY

ACT PIPE AND SUPPLY, INC.
1004 N SHARY RD
MISSION, TX 78572
956-583-1558
Fax 956-580-4987

Quotation

EXPIRATION DATE	QUOTE NUMBER
11/25/2025	S101295147

ACT PIPE AND SUPPLY, INC.
1004 N SHARY RD
MISSION, TX 78572
956-583-1558
Fax 956-580-4987

QUOTE TO:

CITY OF SAN BENITO
485 N. SAM HOUSTON BLVD
SAN BENITO, TX 78586

SHIP TO:

CITY OF SAN BENITO - WAREHOUSE
485 N. SAM HOUSTON BLVD
SAN BENITO, TX 78586

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
196099			Tony Ortega

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDERED BY
Tony Ortega	BEST WAY	Net Due 30th	11/19/2025	JHOSE LARA

ORDER QTY	PRODUCT#	DESCRIPTION	UNIT PRICE	EXT PRICE
20ea	152183	F2-524-125 4IN REPAIR CLAMP/12.5IN LONG	282.130/ea	5642.60
20ea	21558	F1-514-12.5 4.74-5.14 X 12-1/2" CIRCLE REPAIR CLAMP SGL SECTION F1	152.970/ea	3059.40
20ea	21571	F1-535-12.5 4.95-5.35 X 12-1/2" CIRCLE REP AIR CLAMP SGL SECTION F1	152.970/ea	3059.40
20ea	21822	F1-724-12.5 6.84-7.24 X 12-1/2" CIRCLE REPAIR CLAMP SGL SECTION F1	184.080/ea	3681.60
20ea	21846	F1-745-12.5 7.05-7.45 X 12-1/2" CIRCLE REPAIR CLAMP SGL SECTION F1	184.080/ea	3681.60
20ea	21849	F1-785-12.5 7.45-7.85 X 12-1/2" CIRCLE REPAIR CLAMP SGL SECTION F1	184.080/ea	3681.60
20ea	158503	F2-942-125 8IN REPAIR CLAMP/12.5IN LONG	353.430/ea	7068.60
20ea	21866	F1-939-12.5 8.99-9.39 X 12-1/2" CIRCLE REPAIR CLAMP SGL SECTION F1	216.180/ea	4323.60
20ea	22426	F2-979-12.5 8.99-9.79 X 12-1/2" FORD CIRCLE REPAIR CLAMP DBL SECTION F2	294.520/ea	5890.40
20ea	21338	F1-1104-12.5 10.64-11.04 X 12-1/2" FORD CIRCLE REPAIR CLAMP SGL SECTION F1	277.160/ea	5543.20
20ea	21509	F1-263-12.5 2.35-2.63 X 12-1/2" CIRCLE REPAIR CLAMP SGL SECTION F1	105.140/ea	2102.80
20ea	21349	F1-1144-12.5 11.04-11.44 X 12-1/2"	277.160/ea	5543.20

** Continued on Next Page **

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ACT
PIPE & SUPPLY

Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
11/25/2025	S101295147	2 of 3

ORDER QTY	PRODUCT#	DESCRIPTION	UNIT PRICE	EXT PRICE
		CIRCLE REPAIR CLAMP SGL SECTION F1		

DUE TO GLOBAL SUPPLY CHAIN ISSUES, ACT PRODUCT PRICING IS SUBJECT TO CHANGE BASED ON THE CURRENT PRICE AT THE TIME OF SHIPMENT,AND AVAILABILITY IS NOT GUARANTEED.

Subtotal	53278.00
S&H Charges	0.00
Estimated Tax	0.00
Total	53278.00

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