



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, APRIL 4, 2022**

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

1. CALL TO ORDER:

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

2. PROCLAMATIONS:

- A) Proclamation proclaiming April 3-9, 2022 as National Library Week. (LIBRARY)
- B) Proclamation proclaiming April 10-16, 2022 as National Public Safety Telecommunicators Week. (COMMUNICATIONS)
- C) Proclamation proclaiming April 10-16, 2022 as National Animal Control Officer Appreciation Week. (PUBLIC WORKS)
- D) Proclamation proclaiming April 11-15, 2022 as National Community Development Week. (GMCD)
- E) Proclamation proclaiming April 2022 as Fair Housing Month. (GMCD)
- F) Proclamation proclaiming April 2022 as Autism Awareness Month. (ADMINISTRATION)

AGENDA REGULAR MEETING
April 4, 2022

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

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

A) Public hearing on development services cases.

B) Public hearing on the moratorium on applications and plans for development, permits, plats, verifications, rezoning, site plans and new or revised certificates of occupancy for multifamily developments within the City of Pharr. (DEVELOPMENT SERVICES)

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

A) City Engineer's Report (ENGINEERING)

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

A) Approval of Minutes for March 21, 2022 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-32 increasing the membership of the Keep Pharr Beautiful Committee from five (5) to seven (7) members. **(2nd Reading)** (PARKS)

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

1. Siempre La Pachanga, LLC., d/b/a La Pachanga Restaurant y Buffet has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.0351, more or less, out of Lot A, Medical Ridge Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1401 South Jackson Road, Unit 7 and 8. **CUP#220213** (DEVELOPMENT SERVICES)
2. Eric S. Fantich, representing Fantich Land Holdings & Development, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 1-acre, more or less, out of Lot 152, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1024 West Ferguson Avenue. **COZ#220105** (DEVELOPMENT SERVICES)
3. Fulcrum Consulting Services, representing Zeppelin Texas LLC. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being 38.773-acres, more or less, out of Lots 382 and 385, Kelly – Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 800 Block of East Hi-Line Road. **COZ#220207** (DEVELOPMENT SERVICES)
4. Fulcrum Consulting Services, representing Delta Properties LLP. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being 38.632-acres, more or less, out of Lots 382 and 385, Kelly – Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 800 Block of East Hi-Line Road. **COZ#220208** (DEVELOPMENT SERVICES)
5. R. Gutierrez Engineering Corporation, representing Ismelda Montanez has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) to General Business District (C). The property is legally described as being 0.38-acres, more or less, out of Lot 325, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 224 West Dicker Road. **COZ#220209** (DEVELOPMENT SERVICES)
6. Rich Heritage Construction Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/ or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 7.0-acres, more or less, out of Lot 152 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2211 North Sugar Road. **COZ#220214** (DEVELOPMENT SERVICES)
7. Gerardo Guadalupe Garza Jr. has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being Lot 1, Block Q, Villa Baez Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 320 East Jones Avenue. **COZ#201149** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance imposing a moratorium on applications and plans for development, permits, plats, verifications, rezoning, site plans and new or revised certificates of occupancy for multifamily developments within the City of Pharr. **(1st Reading)** (DEVELOPMENT SERVICES)

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B) Consideration and action, if any, on Ordinance amending Ordinance O-2021-44 for modifications to the fee schedule for municipal fiber optic services. (IT)

C) Consideration and action, if any, on Resolution removing one (1) board member and appointing one (1) new board member to the Tierra Del Sol Advisory Golf Club. (ADMINISTRATION)

8. ADMINISTRATIVE:

A) Presentation and update by Structural Engineering Associates. (ADMINISTRATION)

9. PURCHASING:

A) Consideration and action, if any, on the purchase of a fuel & lube truck from Rush Truck Center, out of Pharr, Texas through Buyboard Contract No. 601-19, in the amount of \$213,325.16. (PUBLIC WORKS)

10. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement with Air Medical Technologies LLC. out of Reno, Nevada for flight dispatch software services for emergency and non-emergency dispatching of the Pharr Emergency Medical Services flight resources. (COMMUNICATIONS)

B) Consideration and action, if any, authorizing City Manager to amend the maintenance agreement with Tyler Technologies New World out of Plano, Texas for updated Performance Dashboard services in the amount of \$5,583.30 (COMMUNICATIONS)

C) Consideration and action, if any, on Amendment Number 2 in the amount of \$50,001 to the Professional Engineering Services Agreement with Structural Engineering Associates, Inc. (SEA) for the Pharr-Reynosa Bridge Expansion Presidential Permit Application. (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to amend and execute Utility Adjustment Agreement for the I-2 / I-69C Interchange Project. (PUBLIC UTILITIES)

11. LEGAL:

A) Consultation with Legal and consideration and action, if any, on settlement in *City of Pharr, Texas vs. Saenz Utility Contractors, LLC f/k/a Saenz Utility Contractors, Ltd., Sames, Inc., Samuel Maldonado, and Contech Engineered Solutions, LLC*, C-4349-17-B, in the 93rd District Court Hidalgo County, Texas. (LEGAL)

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

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

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

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

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

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

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

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

14. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 1st day of April 2022 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 1st day of April 2022

HILDA PEDRAZA, TRMC / CMC
CITY CLERK

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

Title: _____

Proclamation



WHEREAS, libraries are accessible and inclusive places that foster a sense of connection and build community; and

WHEREAS, libraries connect people to technology, providing access to broadband internet, computers, and training that are critical for accessing education and employment opportunities; and

WHEREAS, libraries offer opportunities for everyone to connect with new ideas and become their best selves through access to multimedia content, programs, and classes – in addition to books; and

WHEREAS, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources; and

WHEREAS, in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for their patrons; and

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community. Libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week and encourage all residents to visit their library to access resources and services.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of April 3-9, 2022 as:

“National Library Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of April 2022.

CITY OF PHARR

ATTEST:

Ambrosio Hernandez, Mayor

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers, firefighters, EMT's, and city personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Pharr Public Safety Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers, firefighters, and EMT's by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, Public Safety Telecommunicators of the City of Pharr Public Safety Communications Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of April 10 – 16, 2022 as:

“National Public Safety Telecommunicators Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of April 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, the National Animal Care and Control Association has designated the second week of April each year as National Animal Control Officer Appreciation Week; and

WHEREAS, Animal Control Officers are dedicated to helping pets and people in the community every day; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank and commend all Animal Control Officers for the dedicated services they provide to the citizens, public safety and public service agencies across the nation; and

WHEREAS, every day, Animal Control Officers put themselves in potentially dangerous situations by protecting people from dangerous animals and seek justice in cases of abused, neglected, and abandoned animals by conducting humane investigations and protect the welfare of helpless animals and pets from injury, disease, and starvation; and

WHEREAS, Animal Control Officers provide the essential functions of enforcing State Laws pertaining to animal care along with City Animal Regulations, and protecting the public from diseases such as rabies, and educating the public on the proper care of our community's pets; and

WHEREAS; the City of Pharr recognizes the Animal Control Officers for the many dedicated and long hours of service they perform and encourage all citizens to join us in expressing their sincere appreciation for their service and dedication.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of April 10 – 16, 2022 as:

“National Animal Control Officer Appreciation Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of April 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, the City of Pharr is a participant in the Community Development Block Grant (CDBG) program which funds a myriad of social and public services, community projects and housing programs; and

WHEREAS, in the City and in communities throughout the nation forty-eight years of Community Development Block Grant Program funding has developed a strong working network of relationships between this local government, residents of Community Development target neighborhoods and a number of nonprofit agencies which provide services and help make possible our commitment to those neighborhoods; and

WHEREAS, that during National Community Development Week, the City will give special thanks and recognition of all participants whose hard work and devotion to the neighborhood and their low- and moderate-income residents help ensure the quality and effectiveness of the Community Development Block Grant Program.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of April 11 – 15, 2022 as:

“National Community Development Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of April 2022.

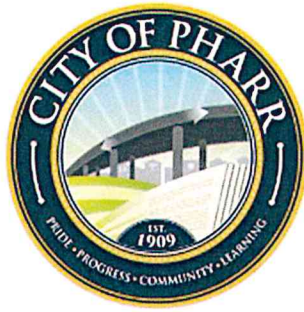
CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, April is observed as Fair Housing Month across the country; and

WHEREAS, The Fair Housing Act recognizes, supports, and encourages the right of every person, regardless of race, color, creed, gender, national origin, family status, or disability to live in the housing of the individual's choice; and

WHEREAS, Fair Housing organizations and partners will observe the month of April with special activities and events in recognition of the Federal Fair Housing Act and the important role it plays in our community; and

WHEREAS, in Pharr, Texas we encourage all of our citizens to join in this national effort to assure housing opportunities for all Americans in all neighborhoods throughout the nation.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the month of April 2022 as:

“Fair Housing Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of April, 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, autism is a lifelong disability resulting in significant impairment of an individual's ability to communicate, understand social interactions, and develop appropriate interactive behaviors; and

WHEREAS, as more health professionals become proficient in diagnosing autism, more children are being diagnosed on the autism spectrum resulting in rates as high as 1 in 44 children nationally and over 449,643 individuals in Texas alone; and

WHEREAS, while there is no cure for autism, it is well-documented that if individuals with autism receive treatment early in their lives, it is often possible for those individuals to lead significantly improved lives, and

WHEREAS, individuals with autism often require a lifetime of specialized and community support services to ensure their health and safety and to support families' resilience as they manage the psychological and financial burdens autism presents; and

WHEREAS, the City of Pharr urges all citizens to become educated about autism and support organizations who bring hope to all who struggle with this disorder.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the month of April 2022 as:

“Autism Awareness Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of April 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: April 4, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: March 31, 2022

MEETING DATE: April 4, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Public hearing on the moratorium on applications and plans for development, permits, plats, verifications, rezoning, site plans and new or revised certificates of occupancy for multifamily developments within the City of Pharr.

Classification: Regular

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

Issue: Public hearing on the moratorium on applications and plans for development, permits, plats, verifications, rezoning, site plans and new or revised certificates of occupancy for multifamily developments within the City of Pharr.

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Hilda Pedraza
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 3/31/2022
Approved - 3/31/2022
Approved - 3/31/2022
Final Approval - 4/1/2022

CITY OF PHARR
NOTICE OF PUBLIC HEARING(S)
MORATORIUM ON PROPERTY DEVELOPMENT

Effective Thursday, April 7, 2022, a temporary moratorium is in effect on the development of multi-family residential development. During the temporary moratorium, no department of the City will accept applications or plans for development for permits, plats, verifications, rezonings, site plans or new or revised certificates of occupancy for multi-family residential development.

Purpose of the Temporary Moratorium

Recent applications for new multi-family residential development have demonstrated that current regulations may be inadequate to control the impacts of such growth and development on the surrounding street network, water and wastewater facilities and other public facilities. This temporary moratorium is necessary to maintain the status quo and suspend further multi-family residential development during a period that the City receives public input on whether a continuing moratorium should be imposed. If the City Commission enacts a continuing moratorium, the City will have additional time to research and promulgate updates to its Comprehensive Master Plan, including its Land Use Plan, as well as plan for updated needs of the public facilities for the City of Pharr. Such actions are necessary in order to preserve the health, safety and general welfare of the community.

Exceptions to the Temporary Moratorium

This temporary moratorium does not affect rights acquired under Texas Local Government Code Chapter 245 or the common law, nor does it affect an application for a project in progress under Chapter 245. The temporary moratorium shall neither prohibit nor delay the processing of an application for zoning filed on or before April 7, 2022.

Duration of the Temporary Moratorium

This temporary moratorium shall remain in force until the date the City Commission adopts an ordinance imposing a continuing moratorium in accordance with law, or April 16, 2022, whichever occurs first.

Opportunities to provide input on a continuing Moratorium

Municipal residents and affected parties are encouraged to provide input on whether a continuing moratorium shall be imposed prior to the expiration of this temporary moratorium. Public hearings will be held on the following dates and times:

Public Hearing 1: City Commission, Monday, April 4, 2022, 4:00 PM

Public Hearing 2: Planning and Zoning Commission, Monday, April 11, 2022, 6:00 PM

All public hearings will be conducted in the City Commissioners' Room, located at 118 S. Cage Blvd., 2nd Floor, Pharr, Texas.

Authority for instituting a Moratorium

The City of Pharr will impose this temporary moratorium and is considering a continuing moratorium under authority pursuant to Chapter 212, Subchapter E, of the Texas Local Government Code.

CITY OF PHARR
/s/ Hilda Pedraza
Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: March 31, 2022

MEETING DATE: April 4, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Edward Wylie

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: The City Engineer's Report for March 2022.

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel
Maria Rangel
City Management Office

Created/Initiated - 3/31/2022
Approved - 4/1/2022
Final Approval - 4/1/2022



***Report on Capital Improvement Project Activity
April 2022***

Engineering Asst. Director – Maria Rangel, PE
Monday, April 04, 2022

 **Pharr** Engineering  **CIP MEETING**

1



Construction

1. [Northside Community Center](#) (NTP 12/02/2020)
2. [Aquatic Facility](#) (NTP 11/01/2019)
3. [Bridge Northbound Lane Expansion and 2nd BSIF Exit](#) (NTP 09/08/2020)
4. [Lift Station No. 30](#) (NTP 07/06/21)
5. [WWTP Oxidation Ditch No. 2 and Electrical Improvements Project Phase I](#) (NTP 10/19/2020)
6. [Various Parking Lot Improvements](#) (NTP 05/04/2021)
7. [Javelina Drive Monument Signs](#) (NTP 07/26/2021)
8. [Single Machine Repaving Project Year 6](#) (NTP 12/21/2021)

 **Pharr** Engineering  **OVERVIEW**

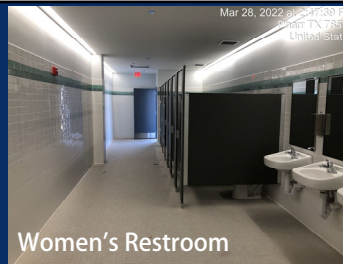
2

Architect: The Warren Group Architects, Inc.
 Contractor: Davila Construction, Inc.
 CM: Brownstone Consultants, LLC
 Notice to Proceed: Dec. 2, 2020
 Contract Time: 273 (ETC Aug. 31, 2021)
 Time to Date: 488 (178.75%)
 Contract Amount: \$7,500,000.00
 Change Orders: \$0.00
 Current Contract: \$7,500,000.00
 Placed to Date: \$7,232,554.62 (93.80%)

Description: The project generally consists of a new 12,990 sq. ft. community center that will house a lecture hall and computer lab, a French garden with reflective pool and walking trail, and an amphitheater. The location is at 1121 E. Nolana Lp.

Status: Contractor is working on punch list based on a walk thru held on March 22, 2022.

Next Step: The Contractor will continue working on the punch list until complete.



Women's Restroom



Lecture Hall

03-28-2022

Northside Community Center (1/2)



Pharr
Engineering



CONSTRUCTION

3



Northside Community Center (2/2)



Pharr
Engineering



CONSTRUCTION

4

Architect: The Warren Group Architects, Inc.

Contractor: D. Wilson Const. Co.

CM: Easton Acquisitions, Inc.

Notice to Proceed: Nov. 1, 2019

Contract Time: 550 + 60 + 101 (ETC
October 2021)

Time to Date: 885 (124.47%)

Contract Amount: \$23,165,208.00

Change Orders: \$231,226.59

Current Contract: \$23,396,434.59

Placed to Date: \$23,702,522.08 (101.31%)

Description: The project generally consists of approximately 72,796 sq. ft. of new aquatic facility with an alternate second level build out of 1,212 sq. ft. Features include a 50-meter competition pool, diving pool, and spectator seating. The project also includes site work, landscaping, and irrigation. The location is at 3001 N. Cage Blvd.

Status: Substantial Completion was achieved on January 04, 2022. Final walk thru was conducted March 30, 2022. The final punch list will be generated by the Architect.

Next Step: Pending items include dive tower, monument sign, and final punch list items. The project is expected to be accepted at the CC Meeting on April 18, 2022.



03-28-2022

Aquatic Facility (1/1)



CONSTRUCTION

5

Engineer: TEDSI Infrastructure Group, Inc.

Contractor: International Consulting Engineers

CM: Brownstone Consultants, LLC

Notice to Proceed: Sept. 8, 2020

Contract Time: 545 + 26 (ETC April 02, 2022)

Time to Date: 545 (95.45%)

Contract Amount: \$7,463,934.37

Change Orders: \$268,930.45

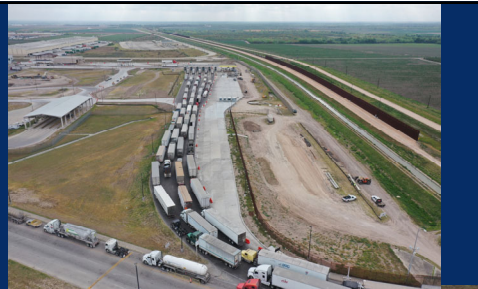
Current Contract: \$7,732,864.83

Placed to Date: \$ 5,798,677.79 (74.99%)

Description: The Northbound Lanes generally consists of constructing two (2) additional northbound lanes and super wide load north roadway. The 2nd BSIF Exit generally consists of constructing two (2) new exit truck lanes to the BSIF facility. Improvements also include primary and secondary inspection booths, canopies, and reshaping & regrading of a drain ditch.

Status: Concrete work at gate (Northbound Lane) is complete. All welding inspections have passed for both canopies. Densities passed for lime treated subgrade at 2nd BSIF.

Next Step: The contractor will pour the last piece of concrete for the Northbound Lane.



03-29-2022



Bridge Northbound Lane Expansion and 2nd BSIF Exit (1/1)



CONSTRUCTION

6

Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)
Time to Date: 244 (203.33%)
Contract Amount: \$1,494,704.00
Change Orders: \$0.00
Current Contract: \$1,494,704.00
Placed to Date: \$670,720.00 (44.87%)

Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.

Status: The contractor is working on 8-inch force main. The betterment was accepted, and work has been completed on the 10-inch sanitary sewer aerial line crossing.

Next Step: Contractor will install the 8-inch force main and work on the lift station.




Mar 17, 2022 at 2:38:52 PM
401 W Longoria S
Pharr TX 78577
United States

Lift Station No. 30 (1/1)


Pharr
 Engineering

CONSTRUCTION

7

Engineer: Carollo Engineers, Inc.
Contractor: Ferguson Service Systems, Inc.
CM: Brownstone Consultants, LLC
Notice to Proceed: Oct. 19, 2020
Contract Time: 300 + 50 (ETC Oct. 03, 2021)
Time to Date: 504 (144.00%)
Contract Amount: \$1,065,000.00
Change Orders: \$2,500.00
Current Contract: \$1,067,500.00
Placed to Date: \$1,051,028.55 (98.46%)

Description: The project generally consists of constructing a new WWTP digester area motor control center and replacement of the existing digester area MCC. The project is located at 2400 S. Veterans Blvd.

Status: Substantial completion was February 17, 2022. The contractor is working on punch list items. As-builts and O&Ms are under review by Engineer.

Next Step: The Engineer will submit close-out documents to the City after his review.




01-19-2022

**WWTP Oxidation Ditch No. 2 and
Electrical Improvements Phase I (1/1)**


Pharr
 Engineering

CONSTRUCTION

8

Architect: City of Pharr
 Contractor: RDH Site & Concrete, LLC
 CM: City of Pharr
 Notice to Proceed: May 4, 2021
 Contract Time: 90 + 74 + 30 (ETC Nov. 14, 2021)
 Time to Date: 307 (158.25%)
 Contract Amount: \$616,150.50
 Change Orders: \$179,187.50
 Current Contract: \$795,338.00
 Placed to Date: \$663,015.00 (83.36%)
 Description: The project generally consists of constructing various new parking lot facilities at a) 202 S. Aster St., b) 1000 E. Eldora Rd., c) 106 N. Cage Blvd., d) 906 E. Sam Houston Ave., and e) 1900 S. Cage Blvd.
 Status: Work is ongoing at PD and W. Moore Rd.
 Next Step: Continue work at PD, W. Moore Rd., and W. Sam Houston Ave.

W. Moore Rd.



03-29-2022

Various Parking Lot Improvements (1/2)



CONSTRUCTION

9

PD PARKING LOT



03-28-2022

Various Parking Lot Improvements (2/2)



CONSTRUCTION

10

Architect: Alvarado Architects & Associates, Inc.
 Contractor: Facility Solutions Group
 CM: City of Pharr

Notice to Proceed: July 26, 2021
 Contract Time: 90 (ETC Oct. 24, 2021)
 Time to Date: 224 (248.89%)
 Contract Amount: \$124,330
 Change Orders: \$0.00
 Current Contract: \$124,330
 Placed to Date: \$0 (99%)

Description: The project generally consists of new monument signs at the two east corners of S. Cage Blvd. and E. Javelina Dr.
 Status: Project is complete. Sign for Casa del Oratorio is complete. Contractor is working on punch list items.
 Next Step: Close-out documents are pending, and power needs to be connected.



01-11-2022

Javelina Drive Monument Signs (1/1)



CONSTRUCTION

11

Engineer: City of Pharr
 Contractor: Cutler Repaving, Inc.
 CM: City of Pharr
 Notice to Proceed: Jan. 03, 2022 (new)
 Contract Time: 262 (ETC Oct. 24, 2021)
 Time to Date: 63 (24.05%)
 Contract Amount: \$1,489,022.84
 Change Orders: \$0.00
 Current Contract: \$1,489,022.84
 Placed to Date: \$641,347.60 (43.07%)
 Description: In Year 6, approximately 5.91 miles of street in north, central, and south Pharr will be repaved.
 Status: The contractor has completed the project except for Los Marineros Subdivision.
 Next Step: Public Works is currently performing base repair on S. Sailfish Ave. and W. Redfish Ln. in Los Marineros Subdivision.

S. Sailfish Ave.



03-28-2022

Single Machine Repaving Project Year 6 (1/2)



CONSTRUCTION

12



Mar 17, 2022 at 2:17:13 PM
6601-6605 S Invierno St
Pharr TX 78577
United States

03-17-2022
Valle De la Primavera

Mar 7, 2022 at 9:21:51 AM
2700 S Dogwood St
Pharr TX 78577
United States

03-7-2022
Las Arboledas

Single Machine Repaving Project Year 6 (2/2)

 **Pharr** Engineering 

CONSTRUCTION

13



WE ARE

TEAM PHARR

DEPARTMENT MISSION STATEMENT
 "To enhance health, safety and welfare in the City by providing economical, responsive and effective professional engineering and architectural services."

 **Pharr** Engineering 

END

14



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: March 23, 2022

MEETING DATE: April 4, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Approval of Minutes for March 21, 2022 Regular Called Meeting.

Classification: Consent

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

Issue: Minutes for meeting held on Monday, March 21, 2022 at 4:00 p.m.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 3/23/2022
Final Approval - 3/31/2022

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MARCH 21, 2022
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, March 21, 2022 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Mayor Pro Tem Daniel Chavez
Comm. Eleazar Guajardo
Comm. Roberto “Bobby” Carrillo
Comm. Ramiro Caballero
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Annie Reeves, Assistant City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, City Clerk
Ofsman Quintanilla, Engineer in Training
Karla Saavedra, Finance Director
Juan Villescascas, Municipal Judge
Andy Harvey, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Interim Dev. Svcs. Director
Olga Garza, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Marcela Beas, Chamber President
Yuri Gonzalez, Communications Officer
Sara Salinas, Public Safety Comm. Asst. Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

MINUTES: REGULAR CALLED MEETING

March 21, 2022

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR MARCH 2022

Ed Wylie, Interim City Manager, reported sales tax had an overall 14.45% growth compared to last year's collections.

B) SUBMISSION OF PROPERTY TAX COLLECTION REPORT FOR FEBRUARY 2022

Ed Wylie, Interim City Manager, reported property tax collections were 90.14% collected out of this year's levy and everything was on track.

At this time, Ed Wylie, Interim City Manager, called upon Marcela Beas, Chamber President, for a report on upcoming events.

Marcela Beas, Chamber President, reported the Greater Pharr Chamber of Commerce, in partnership with Pharr Economic Development Corporation and Workforce Solutions, would be hosting a job fair on Wednesday, March 23, 2022 from 9:00 a.m. to 12:30 p.m. at the Pepe Salinas Civic Center. She further reported a HOLI Pharr Festival of Colors will be hosted on Saturday, March 26, 2022 from 2:00 p.m. to 4:00 p.m. at Dr. William Long Elementary School Park. She stated this event was to welcome the spring season and extended an invitation to all to attend.

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March 21, 2022

Pilar Rodriguez, HCRMA Executive Director, provided an overview on the 365 Toll Project. He stated the HCRMA 365 Tollway would be a 12.2-mile tolled highway inclusive of thirteen (13) separated interchanges and one (1) floodway bridge structure. He stated the notice to proceed was issued on February 15, 2022 and the timeline to complete project was 42-months.

ITEM 5. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR MARCH 7, 2022 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ENTERING INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR CLOSURE OF SOUTH U.S. 281 (CAGE BOULEVARD) FROM STATE STREET TO KELLY AVENUE AND BUSINESS 83 FROM ATHOL AVENUE TO BLUEBONNET AVENUE FOR HUBPHEST FROM THURSDAY, APRIL 7, 2022, AT 5:00 P.M. UNTIL SUNDAY, APRIL 10, 2022, AT 12:00 P.M. (PARKS)**
- C) CONSIDERATION AND ACTION, IF ANY, ON SPONSORSHIP REQUEST FROM LAW ENFORCEMENT TORCH RUN FOR SPECIAL OLYMPICS TEXAS FOR THEIR 5K RUN/WALK EVENT TAKING PLACE ON APRIL 30, 2022. (ADMINISTRATION)**
- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE FISCAL YEAR 2016 DONATIONS ACCEPTANCE PROGRAM (FY 16 DAP) PROJECTS (ENGINEERING)**
- E) CONSIDERATION AND ACTION, IF ANY, ON A 3-YEAR MAINTENANCE AGREEMENT WITH HOLT POWER SYSTEMS FOR \$13,807.42 (BRIDGE)**
- F) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**

1. PIZZA PROPERTIES, INC., D/B/A PETER PIPER PIZZA #63, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1, PLEASANTON SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1715 SOUTH CAGE BOULEVARD. CUP#060104 (DEVELOPMENT SERVICES)

2. MARIA MAYELA GARZA, D/B/A COLONIA CINCO ESTRELLAS, L.L.C., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 27 THROUGH 30, BLOCK 2, LOS MARINEROS SUBDIVISION PHASE I, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2200 SOUTH CAGE BOULEVARD. CUP#151169 (DEVELOPMENT SERVICES)

MINUTES: REGULAR CALLED MEETING

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3. MARIA MAYELA GARZA, D/B/A FRIENDS ALL PARTIES, L.L.C., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 20, BLOCK 2, LOS MARINEROS SUBDIVISION PHASE I, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2302 SOUTH CAGE BOULEVARD. CUP#151170 (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item and recommended approval of consent agenda.

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

Resolution No. R-2022-15 is filed with the City Clerk's office.

At this time, Ed Wylie, Interim City Manager, stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 9. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:15 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 4:38 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS:

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2019-32 INCREASING THE MEMBERSHIP OF THE KEEP PHARR BEAUTIFUL COMMITTEE FROM FIVE (5) TO SEVEN (7) MEMBERS (1ST READING) (PARKS)**

Ed Wylie, Interim City Manager, introduced the item and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING (3) NEW MEMBERS AND REAPPOINTING (5) MEMBERS TO THE COMMUNITY DEVELOPMENT COUNCIL (GMCD)

Ed Wylie, Interim City Manager, introduced the item.

Cynthia Garza, CDBG/External Affairs Director, stated three (3) board members have resigned and five (5) members wished to be reappointed. She recommended reappointment of five (5) members and the appointment of three (3) new members to replace Jose G. Rodriguez (CT213), Jose Palomin (CT213), and Joe Hinojosa (CT217).

Comm. Carrillo **moved** to appoint Victor Alvarez (CT213), Carla Beltran (CT213), and Lisa Nunez (CT217) and reappoint Olga Cardoza (CT214), Lucio Gaitan (CT214), Norma Trevino (CT215), Marco Gonzalez (CT216), and Danny Smith (CT216) to the Community Development Council. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2022-16 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE ISSUANCE OF THE PHARR ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS, TAXABLE SERIES 2022; AWARDED SALE OF THE BONDS; AND CONTAINING OTHER PROVISIONS RELATED THERETO (FINANCE)

Ed Wylie, Interim City Manager, introduced the item.

David Gonzalez, PFM Financial Services Advisor, went over the Pharr Economic Development Corporation sales tax revenue bonds pricing summary. He reported the financial markets continued to fluctuate last week due to geopolitical uncertainty and the war in Ukraine has caused a significant spike in oil and commodity prices, exacerbating inflation concerns. He further stated the bonds were issued a final maturity of 2046 and delay in principal repayment until 2025. Lastly, he provided an update on resources and uses of funds and recommended approval.

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

Resolution No. R-2022-17 is filed with the City Clerk's office.

ITEM 7. PURCHASING:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE PHARR POLICE DEPARTMENT TO PURCHASE (2) TWO 2022 BMW R1250 RT-P

POLICE MOTORCYCLES FROM ALAMO BMW IN BOERNE, TEXAS FOR THE TOTAL AMOUNT OF \$57,546.08 (POLICE)

Ed Wylie, Interim City Manager, introduced the item and recommended approval.

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

ITEM 8. CONTRACTS/AGREEMENTS:

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH GARCIA INFRASTRUCTURE CONSULTANTS, LLC FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES FOR THE SANITARY SEWER COLLECTION IMPROVEMENTS AND LIFT STATION 1, 29, AND 33 ELIMINATION PROJECT (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item. He stated this was a separate project called Lift Station #31 and Replacement Force Main and a portion of the project needed to be accelerated due to new development on West Nolana Loop.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND AGREEMENT WITH G2 ARCH IN THE AMOUNT OF \$540,334 FOR THE EMS AND FIRE DEPARTMENT HEADQUARTERS (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item. He briefly stated in addition to the headquarters for EMS and Fire Department, the project would include a Fireman's Park, Volunteer's Barbecue House, helipad and hanger for helicopter, and a new Fire Station No. 1. He further recommended approval.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NO. 2 IN THE AMOUNT OF \$13,032.31 TO THE AGREEMENT WITH MILLENNIUM ENGINEERS GROUP, INC., FOR ADDITIONAL CONSTRUCTION MATERIAL TESTING SERVICES FOR THE FISCAL YEAR 2015 DONATIONS ACCEPTANCE PROGRAM (FY 15 DAP) PROJECTS: NORTHBOUND LANES (CSJ: 0921-02-385) AND 2ND BSIF EXIT (CSJ: 0921-02-383). (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item and recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH PYRO SHOWS OF TEXAS FOR A FIREWORKS DISPLAY FOR THE JULY 4, 2022 CELEBRATION IN THE AMOUNT OF \$42,400 (FIRE)

Ed Wylie, Interim City Manager, introduced the item and recommended approval.

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

E) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN PHARR POLICE DEPARTMENT AND SOUTH TEXAS COLLEGE FOR INSTRUCTION OF THE BASIC TELECOMMUNICATOR CERTIFICATION (POLICE)

Ed Wylie, Interim City Manager, introduced the item and recommended approval.

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

F) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN PHARR POLICE DEPARTMENT AND SAN JUAN POLICE DEPARTMENT FOR THE USE OF SAN JUAN POLICE JAIL DURING THE DATES OF APRIL 1 TO APRIL 4, 2022 (POLICE)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the Police Department would be installing a new generator which would create the jail to be without power and the San Juan Police Department would allow them to use their jail during those dates and provide oversight on any prisoners. He further stated there were minor revisions to the memorandum of understanding as of this morning and recommended approval.

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

G) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR AND VANGUARD ACADEMY FOR TEAMPHARR.NET SERVICES FOR STUDENTS (IT)

Ed Wylie, Interim City Manager, introduced the item and stated this was the first step in the process for the sharing of addresses for their student households. Once this

MINUTES: REGULAR CALLED MEETING

March 21, 2022

step is completed, an interlocal agreement would be provided for the invoicing of services after they have been activated. He further stated staff recommended approval.

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

H) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF PHARR AND HIDALGO INDEPENDENT SCHOOL DISTRICT FOR TEAMPHARR.NET SERVICES FOR STUDENTS (IT)

Ed Wylie, Interim City Manager, introduced the item and stated this was the first step in the process for the sharing of addresses for their student households. Once this step is completed, an interlocal agreement would be provided for the invoicing of services after they have been activated. He further stated staff recommended approval.

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

I) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF PHARR AND IDEA PUBLIC SCHOOLS FOR TEAMPHARR.NET SERVICES FOR STUDENTS (IT)

Ed Wylie, Interim City Manager, introduced the item and stated this was the first step in the process for the sharing of addresses for their student households. Once this step is completed, an interlocal agreement would be provided for the invoicing of services after they have been activated. He further stated staff recommended approval.

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

J) CONSIDERATION AND ACTION, IF ANY, ON THE AWARD OF CONTRACT FOR THE FIR AVENUE PAVING IMPROVEMENTS TO THE LOWEST RESPONSIBLE BIDDER, CASTLE ENTERPRISES, LLC, IN THE AMOUNT OF \$314,717.17. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and noted a correction on the amount needed to be made. He stated the correct amount was \$314,717.70 and recommended approval.

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

K) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO INTERLOCAL AGREEMENT BETWEEN CITY

**OF PHARR AND CITY OF MISSION FOR EMERGENCY MEDICAL SERVICES
(EMERGENCY MEDICAL SERVICES)**

Ed Wylie, Interim City Manager, introduced the item and stated recommended approval.

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

Before adjournment of meeting, Ed Wylie, Interim City Manager, stated they would deviate back to the City Manager's Report.

ITEM 4. CITY MANAGER'S REPORTS

At this time, Ed Wylie, Interim City Manager, called upon Yuri Gonzalez, Chief Communications Officer, for recognition of Valley Cheer Elite (V.C.E.).

Yuri Gonzalez then introduced Mr. Alex Cano, V.C.E. Coach. Mr. Cano recognized the kids in attendance from Valley Cheer Elite for their hard work and dedication to the sport. He further announced they won the National Cheerleaders Association Championship and thanked the City Commission for their continued support.

City Commission provided some words of encouragement and congratulated them for their hard work.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:13 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 21st DAY OF MARCH 2022 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting

MINUTES: REGULAR CALLED MEETING

March 21, 2022

being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: March 22, 2022

MEETING DATE: April 4, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-32 increasing the membership of the Keep Pharr Beautiful Committee from five (5) to seven (7) members. **(2nd Reading)**

Classification: Regular

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

Issue: Staff is requesting an increase in board members for the Keep Pharr Beautiful Committee from five (5) to seven (7) members.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza

Sergio Alanis

Annie Reeves

Patricia Rigney

City Management Office

Created/Initiated - 3/22/2022

Approved - 3/22/2022

Approved - 3/23/2022

Approved - 3/23/2022

Final Approval - 3/31/2022

ORDINANCE NO. O-2022-__

AN ORDINANCE AMENDING ORDINANCE NO. O-2019-32, O-2017-32, O-2017-23, O-76-09, AND O-72-20 INCREASING THE MEMBERSHIP OF THE KEEP PHARR BEAUTIFUL COMMITTEE FROM FIVE (5) TO SEVEN (7); COMBINING ALL ORDINANCES INTO ONE; PROVIDING FOR A QUORUM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Pharr Beautification Committee was created by Ordinance No. 72-20; and

WHEREAS, the name of Pharr Beautification Committee was changed to Keep Pharr Beautiful Committee by Ordinance O-2019-32 on August 19, 2019; and

WHEREAS, currently the Keep Pharr Beautiful Committee consists of five (5) members; and

WHEREAS, the number of members shall be increased from five (5) to seven (7); and

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

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

SECTION 1 CREATION AND PURPOSE

Sec. 1.01: CREATION AND COMPOSITION

There is hereby created a Pharr Beautification Committee, which shall be composed of no more than five (5) members. Such members shall be appointed by the Pharr Board of Commissioners.

Sec. 1.02: PURPOSE AND DUTIES

The Pharr Beautification Committee shall be an advisory board. It may establish its own rules and regulation for its meetings and proceedings. It shall promote and encourage the beautification of the City through the participation of the City, the citizens of Pharr, and local business concerns in individual and cooperative efforts. It shall actively pursue and promote the development of civic pride and shall coordinate the efforts of all who will work for the common purpose of improving the beauty and cleanliness of the City.

Sec. 1.03: NAME

The name of Pharr Beautification Committee was changed to Keep Pharr Beautiful Committee by Ordinance O-2019-32.

SECTION 2. Modification to Advisory Board Membership:

Sec. 2.01: ARTICLE 3. MEMBERSHIP

- (A) The Pharr Board of Commissioners shall appoint **seven (7) members** to the Keep Pharr Beautiful Committee.
- (B) Members serve at the pleasure of the city council. Any member may be removed from their position on the committee for any reason, or for no reason, by a majority vote of the Board of Commissioners.
- (C) Members shall be appointed for a term of one, two and three years on a rotating basis and removable by the appointing authority. The Board of Commissioners shall appoint **three (3) one (1) year members, three (3) two (2) year members** and one (1) three (3) year member. All cases to be heard and ruled upon will always be heard by a minimum of **four (4) members. Four (4) of the regular voting members constitutes a quorum.**
- (D) An individual member may not act in an official capacity except through the action of the committee. When a member is called upon to voice opinions at public or private functions, he/she shall indicate that he/she is speaking for himself/herself and not representing the committee or the City of Pharr unless a formal action by the Keep Pharr Beautiful Committee or Board of Commissioners has been taken on the specific issue.
- (E) A member who is absent for three consecutive regular meetings or half of all regular meetings in a “rolling” twelve-month timeframe automatically vacates the member’s position. This does not apply to an absence due to illness or injury of the committee member, an illness or injury of a committee member’s immediate family member, or the birth or adoption of the member’s child for 90 days after the event. The committee member must notify the Director of Parks and Recreation of the reason for the absence not later than the date of the next regular meeting of the committee. Failure to notify before the next regular meeting of the committee will result in an unexcused absence.
- (F) At each meeting, each committee member shall sign an attendance sheet which indicates that the member does not have a conflict of interest with any item on that agenda or identifies each agenda item on which the member has a conflict of interest. Failure to sign the sheet results in the member being counted as absent and his/her votes are not counted.
- (G) A committee member who seeks to resign from the committee shall submit a written resignation to the chairman. If possible, the resignation should allow for a thirty-day notice so the Board of Commissioners can appoint a replacement.
- (H) All committee members must be a resident of the City of Pharr.

- (I) The Director of Parks and Recreation and the Assistant Director of Parks and Recreation shall be ex officio members of the Keep Pharr Beautiful Committee without a right to vote but will provide technical support and expertise to the Commission. The provisions of “Article 3. Membership. Letter (E)” do not apply to ex officio members.
- (J) Committee members serve without compensation. The committee and its members have no authority to expend funds or to incur or make an obligation on behalf of the City of Pharr unless authorize and approved by the Board of Commissioners. Committee members may be reimbursed for expenses authorized and approved by the Board of Commissioners.
- (K) Members will comply with City Ordinances, Rules and Policies applicable to the committee and its members, including but not limited to ethics, courtesy and respect. Members are prohibited from engaging in conduct that adversely reflects on the City, bears a negative impact on public perception of the City, its employees or elected and appointed officials.
- (L) Members shall not have any administrative or enforcement authority in the day-to-day operations of the City. They shall have no authority or right to enforce any rule, ordinance, or regulation of the City. Any violations are violation of this ordinance.

Sec. 2.02: ARTICLE 4. OFFICERS.

- (A) The officers of the committee shall consist of a chairman and a vice-chairman and secretary.
- (B) The chairman is appointed by the Mayor and the City Council shall approve the recommendation by a vote of the majority of the Board of Commissioners during the annual appointment process. Should the Mayor fail to recommend a chairman for each committee, committee or commission, and/or the Board of Commissioners fails to approve any Chairman recommended by the Mayor, a majority of the Board of Commissioners plus one (Super-majority) may approve appointment of a chairman. The other officers (except for parliamentarian) shall be elected annually by a majority vote of the commission at the first regular meeting in January. In the event a current officer becomes ineligible to serve as an officer, the commission may hold an emergency election as needed for all officers.
- (C) The term of office shall be one year, beginning January and ending December. An officer may continue to serve until a successor is elected. A person may not serve as an officer in a designated position of a commission for more than three consecutive one-year terms. A person who has served as an officer in a designated position of a committee for three consecutive terms is not eligible for re-election to that designated office until the expiration of two years after the last date of the person’s service in that office.

- (D) A member may not hold more than one office at a time.

Sec. 2.03: ARTICLE 5. DUTIES OF OFFICERS.

- (A) The chair shall preside at committee meetings, appoint all sub-committees, and represent the committee at ceremonial functions.
- (B) In the absence of the chairman, the vice-chair shall perform all duties of the chair.
- (C) In the absence of both the chairman and the vice-chair the secretary shall perform the duties of the chairman.
- (D) In the absence of all officers the most senior member by appointment date shall chair the meeting.

Sec. 2.04: ARTICLE 6. AGENDAS.

- (A) Items may be placed on the agenda by the chairman, Director of Park and Recreation, the City Manager, or his designee or at the request of two or more committee members. The requests must be at least five days before the meeting. Committee members must consult with and receiving input from the Director of Parks and Recreation. The Director shall seek consultation from the City attorney as to the legalities of the agenda item(s) and whether it is within the committee's discretion.
- (B) Staff shall assemble all regular meeting items as directed by City ordinance and internal city policy.
- (C) Posting of the agenda must comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).

Sec. 2.05: ARTICLE 7. MEETINGS.

- (A) The committee meetings shall comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).
- (B) Committee meetings shall be governed by Robert's Rules of Order.
- (C) All meeting of the committee shall be open to the public. The committee shall keep minutes of its proceedings showing the vote of each member on each question, or if absent or failing to vote. The Director of Development Services shall be custodian and possessor of records and minutes of the meetings.

- (D) The committee shall meet at least twice a month. In November of each year, the committee shall adopt a schedule of the meetings for the upcoming year, as composed by staff.
- (E) Special meetings may be called by the chairman or at the requested by three or more members. The call shall state the purpose of the meeting, the time and the date. A committee may not call a meeting in addition to its regular scheduled meetings as identified in its adopted meeting schedule, more often than once a quarter, unless the meeting is required to comply with a statutory deadline, or a deadline established by Council.
- (F) If a quorum for a meeting does not convene within one-half hour of the posted time for the meeting, then the meeting may not be held.
- (G) An affirmative vote of at least 3 members must be made to approve any motion.
- (H) The chairman has the same voting privilege as any other member.
- (I) The committee shall allow citizens to address the committee on agenda items and during a period of time set aside for citizen communications. The chairman may limit a speaker to three minutes. In the interest of fairness to the applicants and appellants appearing before the committee and those appearing in opposition to the same, no discussion shall be held by a member or members of this committee with the applicant, appellant, or opposition, who is attempting to influence any committee member concerning the application or other matter involving an applicant or appellant before the committee either at home or office, or in person, by telephone, letter or electronic communication. All such discussions shall be held during a meeting at which the item is posted for discussion so that all members shall have the full benefit of such a discussion.
- (J) The Parks and Recreation staff shall prepare the committee minutes. The minutes of each committee meeting must include the vote of each member on each item before the committee and indicate whether a member is absent or failed to vote on an item.
- (K) The city clerk shall retain agendas, approved minutes, internal review reports and bylaws. The Parks and Recreation Department shall retain all other committee documents. The documents are public records under Texas Local Government Code Chapter 552 (Texas Public Information Act).
- (L) Each person and committee member attending a committee meeting should observe proper decorum.
- (M) Debate and motions. Motions are usually classified in several ways:
 - (1) Main motion
 - (2) Subsidiary motion/Un-debatable motions;

- (3) Privileged motions; and
- (4) Fully-debatable motions.

A *Main Motion* is a motion that brings business before the committee. Main motions are made while no other motion is pending. Any of the subsidiary or privileged motions may be made while the main motion is pending, and in many cases these motions, if passed, will affect the committee's consideration of the main motion. A subsidiary or un-debatable motion is a type of motion by which a deliberative assembly deals directly with a main motion prior to (or instead of) voting on the main motion itself. Subsidiary motions are motions such as to postpone indefinitely, amend and to table.

A *Subsidiary* or *Un-debatable* motion involves procedural questions that can be resolved without discussion, such as tabling a main motion, moving the previous question, restricting further discussion of a main motion to a fixed number of minutes, postponing action, or referring an item under discussion to a committee. After a subsidiary or un-debatable motion is offered, the chairman must immediately take a vote, without discussion.

Privileged motions grant precedence over ordinary business. Such motions have limited debate permitted. They include setting the time of the next meeting, adjourn, recess or executive session. Any discussion of a privileged motion must be addressed to the motion itself. A motion to fix the time for adjourning the commission meeting, for example, might require limited debate as to the advisability of such a decision, but other points of discussion would be out of order.

Fully debatable motions are subject to unlimited discussion prior to a decision.

One of the most important principles of debate is that committee member's statements be directly relevant to the item under consideration. Committee members recognized by the chairman are given the floor only for the purpose of discussing the item then pending, and they are out of order if they depart from that item. "Debate" can easily evolve into statements of personal philosophy. As interesting though as these statements may seem to the speaker, such departures do not belong in a commission meeting.

Sec. 2.06: ARTICLE 10. AMENDMENT OF BYLAWS.

A bylaw amendment is not effective unless approved by the Board of Commissioners of the City of Pharr, Texas.

Sec. 2.07: DEBTS AND LIABILITY

The Committee shall not be authorized to create any debts or incur any liability on behalf of the City unless first authorized to do so by the Board of Commissioners.

SEC. 2.08: RESIDENCY REQUIREMENT

All members of board, commissions and committees of the city of Pharr, shall be residents of the city of Pharr or non-residents tax-paying property owners of the city who reside within the extra-territorial jurisdiction of the city of Pharr, Texas. All Committee members shall serve staggered terms. The Board of Commissioners shall appoint two (2) one (1) year term members, two (2) two (2) year term members, and one (1) three (3) term member. The mayor shall appoint the Chairman of the Committee.

SECTION 3: Severability Clause

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

SECTION 4: Repealing Clause

All existing ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: Effective Date

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

SECTION 6: Penalty Clause

Any violation of this ordinance shall constitute a voluntary and automatic resignation from the Pharr Keep Pharr Beautiful Committee.

SECTION 7: Proper Notice and Meeting.

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

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21st day of March, 2022, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR, TEXAS**, on this the ____ day of _____, 2022, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR, TEXAS**, on this the ____ day of _____, 2022 A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED:

MEETING DATE: April 4, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

Classification: Public Hearing

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: Planning & Zoning Commission

AGENDA ITEM #: 6.C.1.

DATE SUBMITTED: March 29, 2022

MEETING DATE: April 4, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Siempre La Pachanga, LLC., d/b/a La Pachanga Restaurant y Buffet has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.0351, more or less, out of Lot A, Medical Ridge Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1401 South Jackson Road, Unit 7 and 8. **CUP#220213**

Classification: Regular

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

Issue: Siempre La Pachanga, LLC., d/b/a La Pachanga Restaurant y Buffet has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#220213**

Fiscal Consideration: n/a

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

The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez

Created/Initiated - 3/29/2022
Approved - 3/30/2022
Approved - 3/31/2022

City Management Office

Final Approval - 3/31/2022



MEMORANDUM

DATE: MONDAY, APRIL 9, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#220213 (LA PACHANGA RESTAURANT Y BUFFET)
--

GENERAL INFORMATION:

APPLICANT: Siempre La Pachanga, LLC., d/b/a La Pachanga Restaurant y Buffet has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.0351, more or less, out of Lot A, Medical Ridge Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1401 South Jackson Road, Unit 7 and 8.

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

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

FIRE DEPARTMENT: Pending reinspection of the Conditional Use Permit

CODE COMPLIANCE DIVISION: Pending inspection of the Conditional Use Permit.

HEALTH DIVISION: Pending inspection of the Conditional Use Permit.

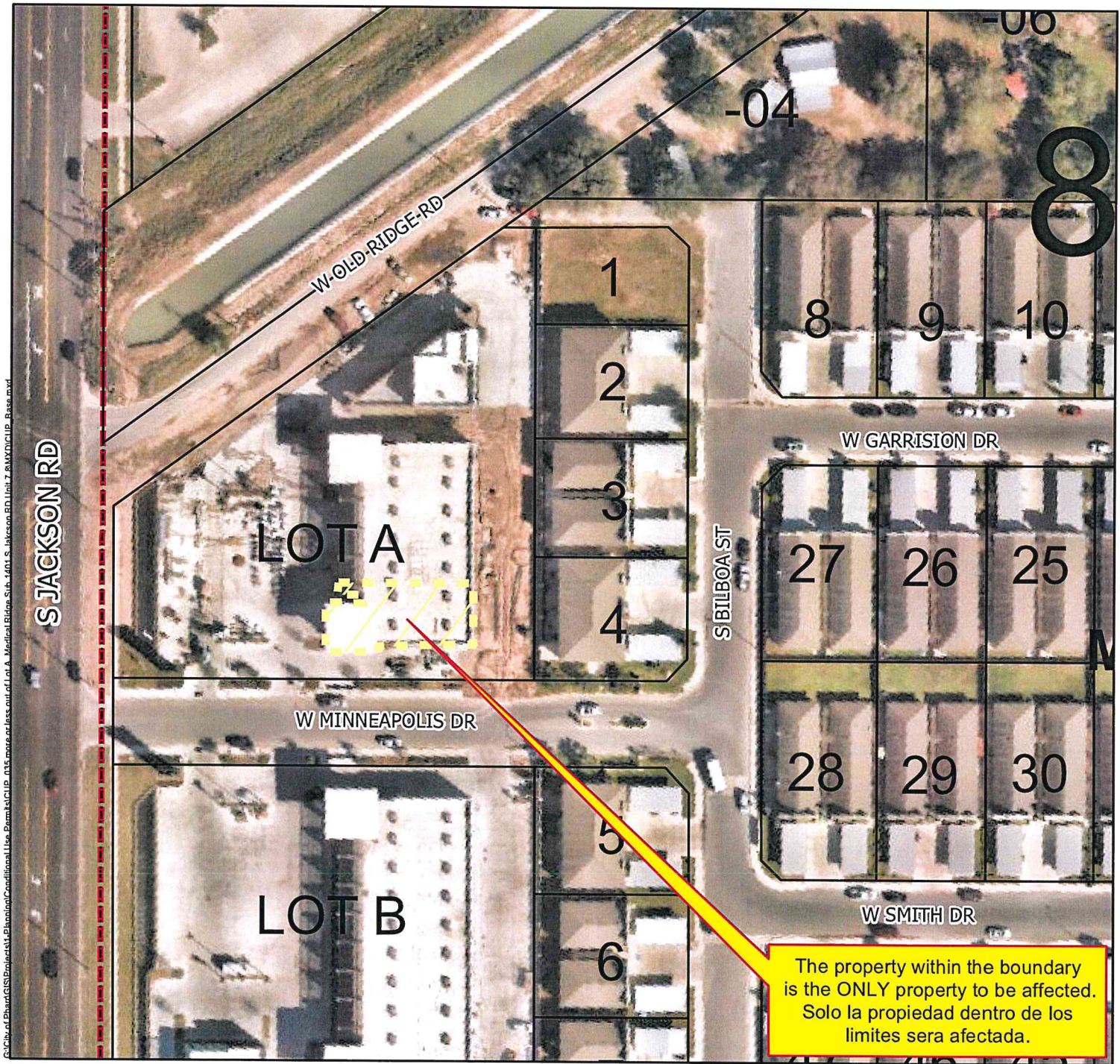
PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC: Thirteen (13) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

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

PLANNING & ZONING COMMISSION: The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements.

Proposed Conditional Use Permit
 0.0351, more or less, out of Lot A, Medical Ridge Subdivision
 1401 South Jackson Road, Unit 7 and 8
 M & S ESTATE LTD

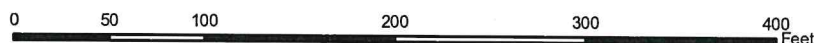


The property within the boundary
 is the ONLY property to be affected.
 Solo la propiedad dentro de los
 limites sera afectada.

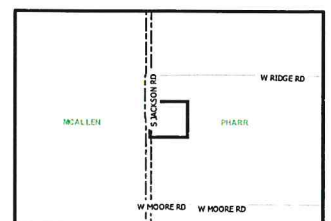
- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

City of Pharr, Texas
 Engineering Department
 956.402.4242

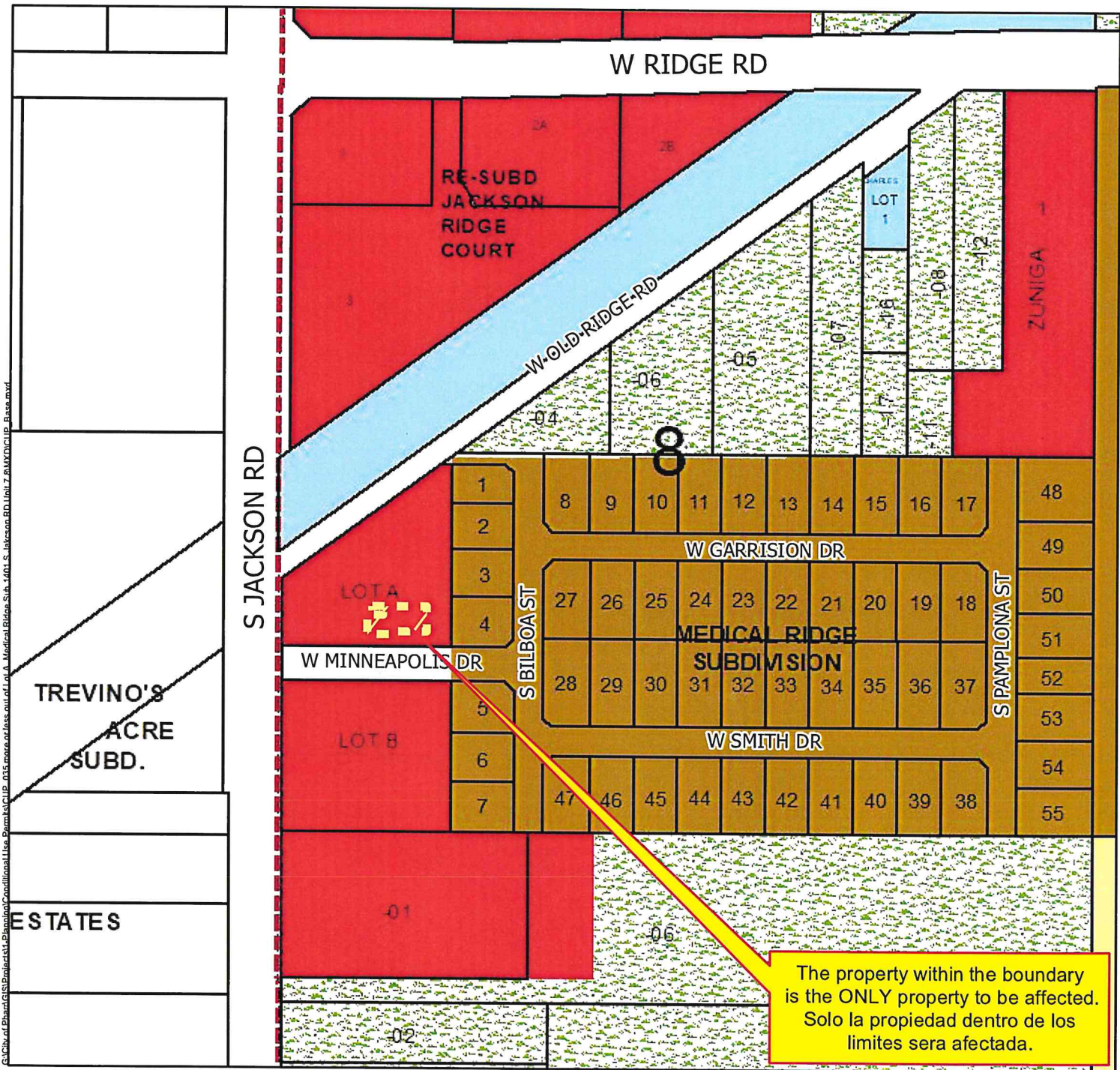
Scale: 1 inch = 100 feet



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



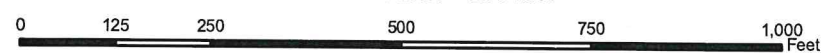
Proposed Conditional Use Permit
0.0351, more or less, out of Lot A, Medical Ridge Subdivision
1401 South Jackson Road, Unit 7 and 8
M & S ESTATE LTD



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

City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 250 feet



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



ELECTRICAL GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
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8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.

ELECTRICAL KEYED NOTES:

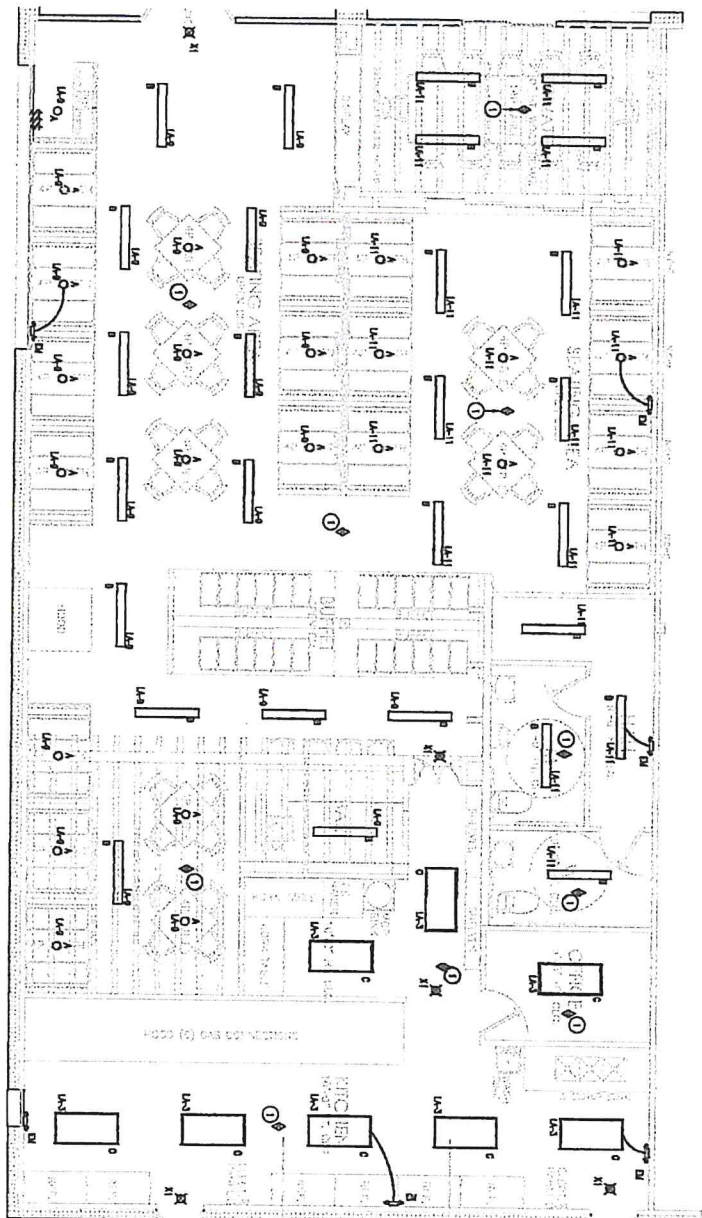
1. PROVIDE CONDUIT RACEWAYS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
2. PROVIDE CONDUIT RACEWAYS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.

LIGHTING PICTURE SCHEDULE				
MARK	DESCRIPTION	QUANTITY	TYPE	REMARKS
A	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
B	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
C	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
D	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
E	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
F	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
G	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
H	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
I	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
J	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
K	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
L	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
M	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
N	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
O	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
P	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
Q	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
R	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
S	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
T	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
U	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
V	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
W	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
X	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
Y	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT
Z	RECESSED DOWN LIGHT	100	4" x 4"	RECESSED DOWN LIGHT

1. PROVIDE CONDUIT RACEWAYS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.

2. PROVIDE CONDUIT RACEWAYS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.

ELECTRICAL LIGHTING PLAN



LAPACHANGA
1401 JACKSON
PHARR, TX

ISSUES & REVISIONS
DATE
CONDUCTED
BY

PROJ. NO.
22179
DATE
2/2/20
DRAWN
CHKD
ELECTRICAL
LIGHTING PLAN

E1.0

CONTINUED ON E1.0



AGENDA MEMORANDUM



BOARD: Planning & Zoning Commission

AGENDA ITEM #: 6.C.2.

DATE SUBMITTED: March 29, 2022

MEETING DATE: April 4, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Eric S. Fantich, representing Fantich Land Holdings & Development, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 1-acre, more or less, out of Lot 152, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1024 West Ferguson Avenue. **COZ#220105**

Classification: Regular

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

Issue: Eric S. Fantich, representing Fantich Land Holdings & Development, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD).

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements, has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow reasonable use of the property and granting the request results in equal treatment of similarly situated properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney

Created/Initiated - 3/29/2022
Approved - 3/30/2022

Roland Gomez
City Management Office

Approved - 3/31/2022
Final Approval - 3/31/2022



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: April 4, 2022

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#220105

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: January 14, 2022

1. **Applicant:** Eric S. Fantich, representing Fantich Land Holdings & Development, LLC., owner.
2. **Requested Action:** Re-zoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD).
3. **Nature / Intent of Request:** In order to develop and construct apartments.

4. Routing to Staff:

A. Roland Gomez, Interim Director


Initials

3-29-22
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations


Initials

3-29-2022
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

02/14/2022
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 4, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

Re-zoning Request: From General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 1-acre, more or less, out of Lot 152, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1024 West Ferguson Avenue.

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Eric S. Fantich, representing Fantich Land Holdings & Development, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct apartments.

The subject site is located on the north side of West Ferguson Avenue and has a physical address of 1024 West Ferguson Avenue. The property is legally described as being 1-acre, more or less, out of Lot 152 Kelly – Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Ferguson Avenue, a 120' – 150' principal arterial that runs east and west with a posted speed limit of 40 to 55 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned General Business District (C). The properties to the north and west are zoned Agricultural and /or Open Space District (A-O). The property to the east was rezoned from Agricultural and/ or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD). The properties to the south were zoned as General Business District (C) on March 30, 1982, when the city adopted the current zoning ordinance we use today. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for Single Family Residential use in the Land Use Plan.

The Residential Multi-Family High Density District (R-MFHD) is established to provide adequate space and site diversification for medium to high density areas. This may be a zone for transitional areas developed for single-family usage, but because of the need for rehabilitation, or changes in the character of the neighborhood, are now deemed suitable for some multifamily development. This zone allows medium to high density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage, and adequate open space shall be met. R-MFHD uses should not run traffic over long distances of single-family residential-sized streets or neighborhoods and should be located close to arterials or collectors capable of carrying the additional traffic. Multi-family developments are not a buffer between single-family and commercial uses and should be property buffered from nonresidential land uses and traffic, or from pollution and environmental hazards.

Six (6) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending approval of the request to re-zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements, has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow reasonable use of the property and granting the request results in equal treatment of similarly situated properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

- 1. Approve the rezoning request;**
- 2. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 3. Disapprove the request.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Eric S. Fantich, representing Fantich Land Holdings & Development, LLC., owner.

General Business District (C)

APPLICANT

CURRENT ZONE

1024 W Ferguson Avenue

Residential Multi-Family High Density District (R-MFHD)

ADDRESS

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4 Is the property located along a major thoroughfare?	X	
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?		X
8 Will a buffer be required?	X	
9 Is the proposed change in line with the Future Land Use Plan?		X

STAFF RECOMMENDATIONS:

Approval

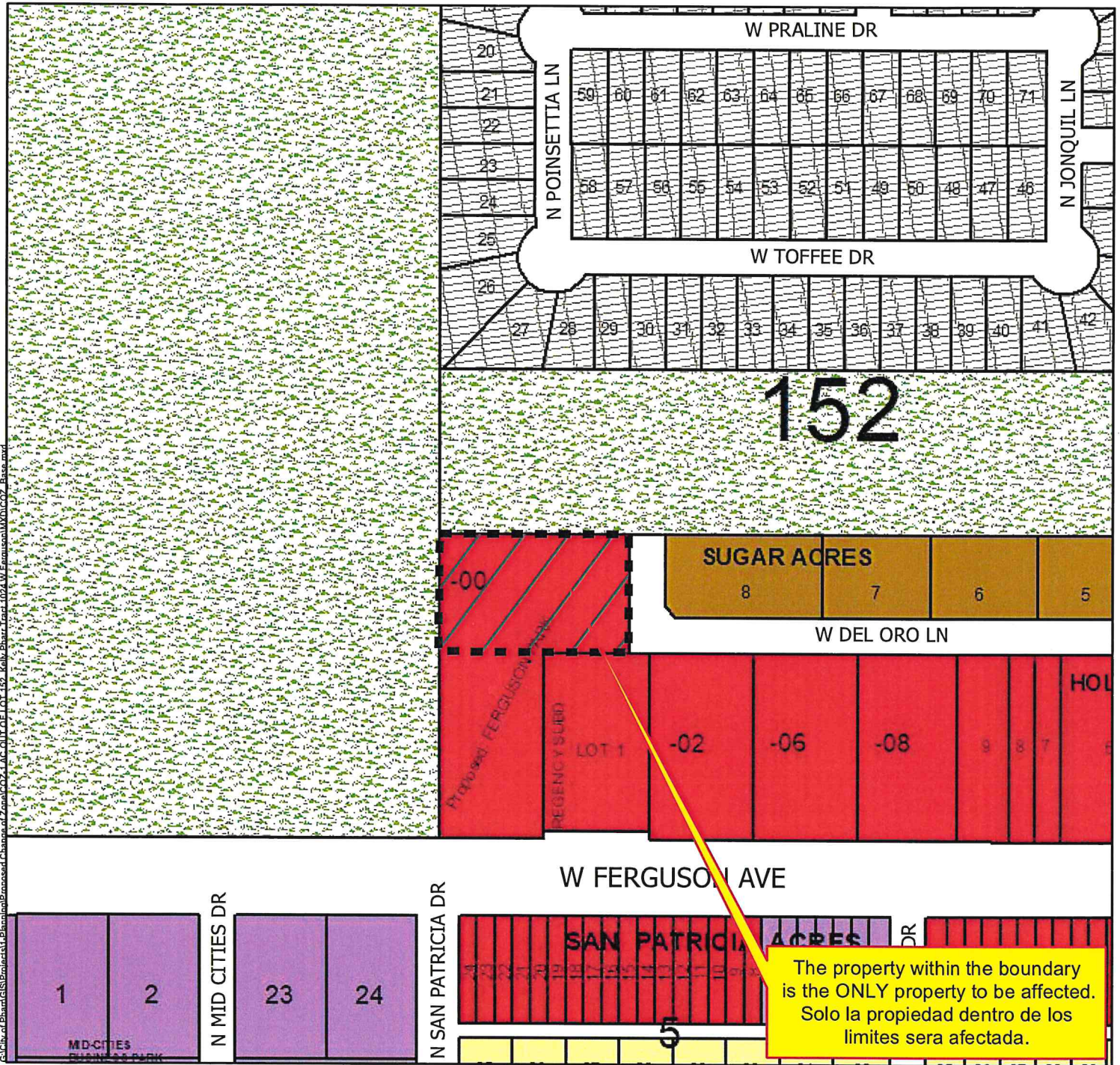
Development Services is recommending approval of the request to re-zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements, has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow reasonable use of the property and granting the request results in equal treatment of similarly situated properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Nelly Terrazas Rojo

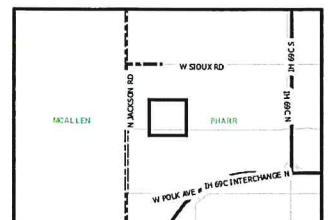
PREPARED BY

February 9, 2022

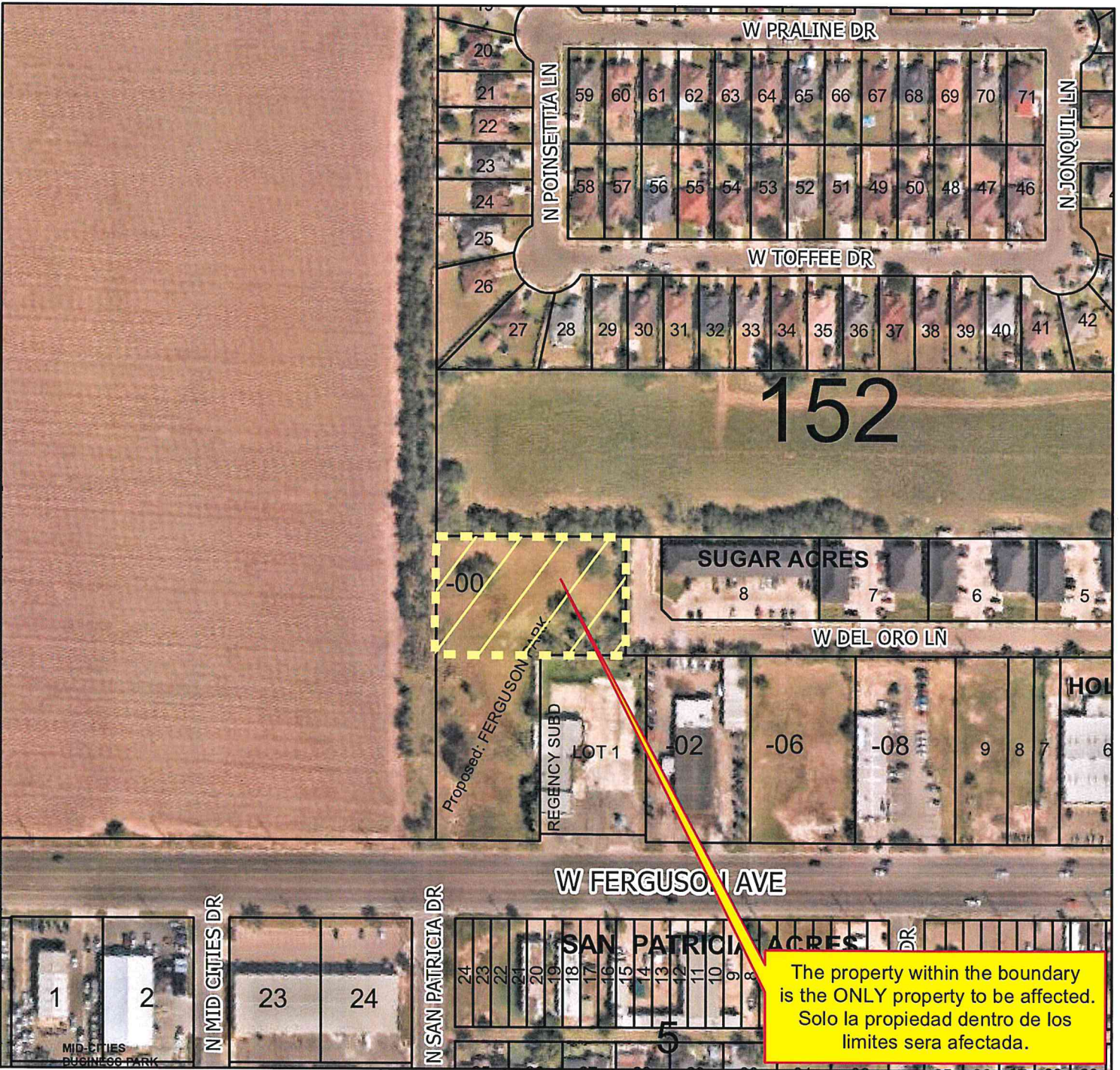
DATE



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



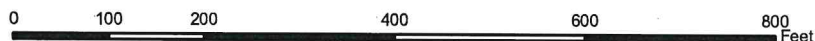
Proposed Change of Zone
 1 AC OUT OF LOT 152, Kelly Pharr Tract
 Fantich Land Holdings & Development, LLC



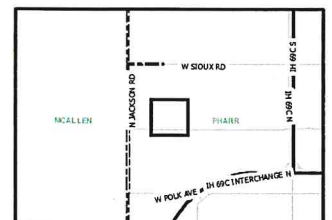
- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

City of Pharr, Texas
 Engineering Department
 956.402.4242

Scale: 1 inch = 200 feet



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



C:\Pharr\GIS\Projects\Planning\Branched Change of Zone\COZ4 1 AC OUT OF LOT 152_Kelly Pharr Tract\1024 W Ferguson\XNDIC02_Rise.mxd

Date: 1/25/2022

[illegible]

DATE	DESCRIPTION	AMOUNT	BALANCE
1/1/80	OPENING BALANCE		100.00
1/15/80	PAYROLL	10.00	90.00
2/1/80	RENT	20.00	70.00
2/15/80	PAYROLL	10.00	60.00
3/1/80	RENT	20.00	40.00
3/15/80	PAYROLL	10.00	30.00
4/1/80	RENT	20.00	10.00
4/15/80	PAYROLL	10.00	0.00
5/1/80	RENT	20.00	20.00
5/15/80	PAYROLL	10.00	30.00
6/1/80	RENT	20.00	10.00
6/15/80	PAYROLL	10.00	0.00
7/1/80	RENT	20.00	20.00
7/15/80	PAYROLL	10.00	30.00
8/1/80	RENT	20.00	10.00
8/15/80	PAYROLL	10.00	0.00
9/1/80	RENT	20.00	20.00
9/15/80	PAYROLL	10.00	30.00
10/1/80	RENT	20.00	10.00
10/15/80	PAYROLL	10.00	0.00
11/1/80	RENT	20.00	20.00
11/15/80	PAYROLL	10.00	30.00
12/1/80	RENT	20.00	10.00
12/15/80	PAYROLL	10.00	0.00
1/1/81	RENT	20.00	20.00
1/15/81	PAYROLL	10.00	30.00
2/1/81	RENT	20.00	10.00
2/15/81	PAYROLL	10.00	0.00
3/1/81	RENT	20.00	20.00
3/15/81	PAYROLL	10.00	30.00
4/1/81	RENT	20.00	10.00
4/15/81	PAYROLL	10.00	0.00
5/1/81	RENT	20.00	20.00
5/15/81	PAYROLL	10.00	30.00
6/1/81	RENT	20.00	10.00
6/15/81	PAYROLL	10.00	0.00
7/1/81	RENT	20.00	20.00
7/15/81	PAYROLL	10.00	30.00
8/1/81	RENT	20.00	10.00
8/15/81	PAYROLL	10.00	0.00
9/1/81	RENT	20.00	20.00
9/15/81	PAYROLL	10.00	30.00
10/1/81	RENT	20.00	10.00
10/15/81	PAYROLL	10.00	0.00
11/1/81	RENT	20.00	20.00
11/15/81	PAYROLL	10.00	30.00
12/1/81	RENT	20.00	10.00
12/15/81	PAYROLL	10.00	0.00
1/1/82	RENT	20.00	20.00
1/15/82	PAYROLL	10.00	30.00
2/1/82	RENT	20.00	10.00
2/15/82	PAYROLL	10.00	0.00
3/1/82	RENT	20.00	20.00
3/15/82	PAYROLL	10.00	30.00
4/1/82	RENT	20.00	10.00
4/15/82	PAYROLL	10.00	0.00
5/1/82	RENT	20.00	20.00
5/15/82	PAYROLL	10.00	30.00
6/1/82	RENT	20.00	10.00
6/15/82	PAYROLL	10.00	0.00
7/1/82	RENT	20.00	20.00
7/15/82	PAYROLL	10.00	30.00
8/1/82	RENT	20.00	10.00
8/15/82	PAYROLL	10.00	0.00
9/1/82	RENT	20.00	20.00
9/15/82	PAYROLL	10.00	30.00
10/1/82	RENT	20.00	10.00
10/15/82	PAYROLL	10.00	0.00
11/1/82	RENT	20.00	20.00
11/15/82	PAYROLL	10.00	30.00
12/1/82	RENT	20.00	10.00
12/15/82	PAYROLL	10.00	0.00
1/1/83	RENT	20.00	20.00
1/15/83	PAYROLL	10.00	30.00
2/1/83	RENT	20.00	10.00
2/15/83	PAYROLL	10.00	0.00
3/1/83	RENT	20.00	20.00
3/15/83	PAYROLL	10.00	30.00
4/1/83	RENT	20.00	10.00
4/15/83	PAYROLL	10.00	0.00
5/1/83	RENT	20.00	20.00
5/15/83	PAYROLL	10.00	3

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S

[illegible]

O M

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AGENDA MEMORANDUM



BOARD: Planning & Zoning Commission

AGENDA ITEM #: 6.C.3.

DATE SUBMITTED: March 29, 2022

MEETING DATE: April 4, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Fulcrum Consulting Services, representing Zeppelin Texas LLC. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being 38.773-acres, more or less, out of Lots 382 and 385, Kelly – Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 800 Block of East Hi-Line Road. **COZ#220207**

Classification: Regular

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

Issue: Fulcrum Consulting Services, representing Zeppelin Texas LLC. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I).

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) as the property meets area requirements, has adequate ingress and egress, and the property is compatible with the future land use plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 3/29/2022
Approved - 3/30/2022
Approved - 3/31/2022
Final Approval - 3/31/2022



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: April 4, 2022

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#220207

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: February 11, 2022

1. **Applicant:** Fulcrum Consulting Services, representing Zeppelin Texas LLC.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I).
3. **Nature / Intent of Request:** In order to develop and construct warehouses on subject property.

4. **Routing to Staff:**

A. Roland Gomez, Interim Director

RG
Initials

3-29-22
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

AP
Initials

3/29/22
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

03/28/2022
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, APRIL 4, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being 38.773-acres, more or less, out of Lots 382 & 385, Kelly – Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 800 Block of East Hi-Line Road.

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Fulcrum Consulting Services, representing Zeppelin Texas LLC. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) in order to develop and construct warehouses on subject property.

The subject site is located south of East Hi-Line Road and north of East Military Highway (281) and is physically located within the 800 Block of East Hi-Line Road. The property is legally described as being 38.773-acres, more or less, out of Lots 382 and 385 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The northern portion of the property fronts East Hi-Line Road, a major collector with a posted speed limit of 30 miles per hour or less and the southern portion fronts East Military Highway (281), a principal arterial with a posted speed limit of 40 to 55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property and the properties to the north, east and west are currently zoned Agricultural and/ or Open Space District (A-O). The properties to the south were rezoned to Limited Industrial District (L-I) on November 15, 2005. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for industrial use in the Land Use Plan.

The Heavy Industrial District (H-I) is established to provide adequate space and site diversification. The area requirements in this district are minimal and will allow both large and small industrial uses either on separate small lots or as part of a park. Some screening is required, but because of the potential for hazardous or possibly blighting uses, this district should not be located close to residential areas of any type. Areas should not be zoned to this usage unless they are located on or close to arterials capable of carrying commercial and truck traffic.

Nine (9) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) as the property meets area requirements, has adequate ingress and egress, and the property is compatible with the future land use plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

- 1. Approve the rezoning request;**
- 2. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 3. Disapprove the request.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Fulcrum Consulting Services, representing Zeppelin Texas LLC.

Agricultural and/or Open Space District (A-O)

APPLICANT

CURRENT ZONE

being 38.773-acres, more or less, out of Lots 382 & 385

Heavy Industrial District (H-I)

ADDRESS

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4 Is the property located along a major thoroughfare?	X	
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?	X	
8 Will a buffer be required?		X
9 Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS:

Approval

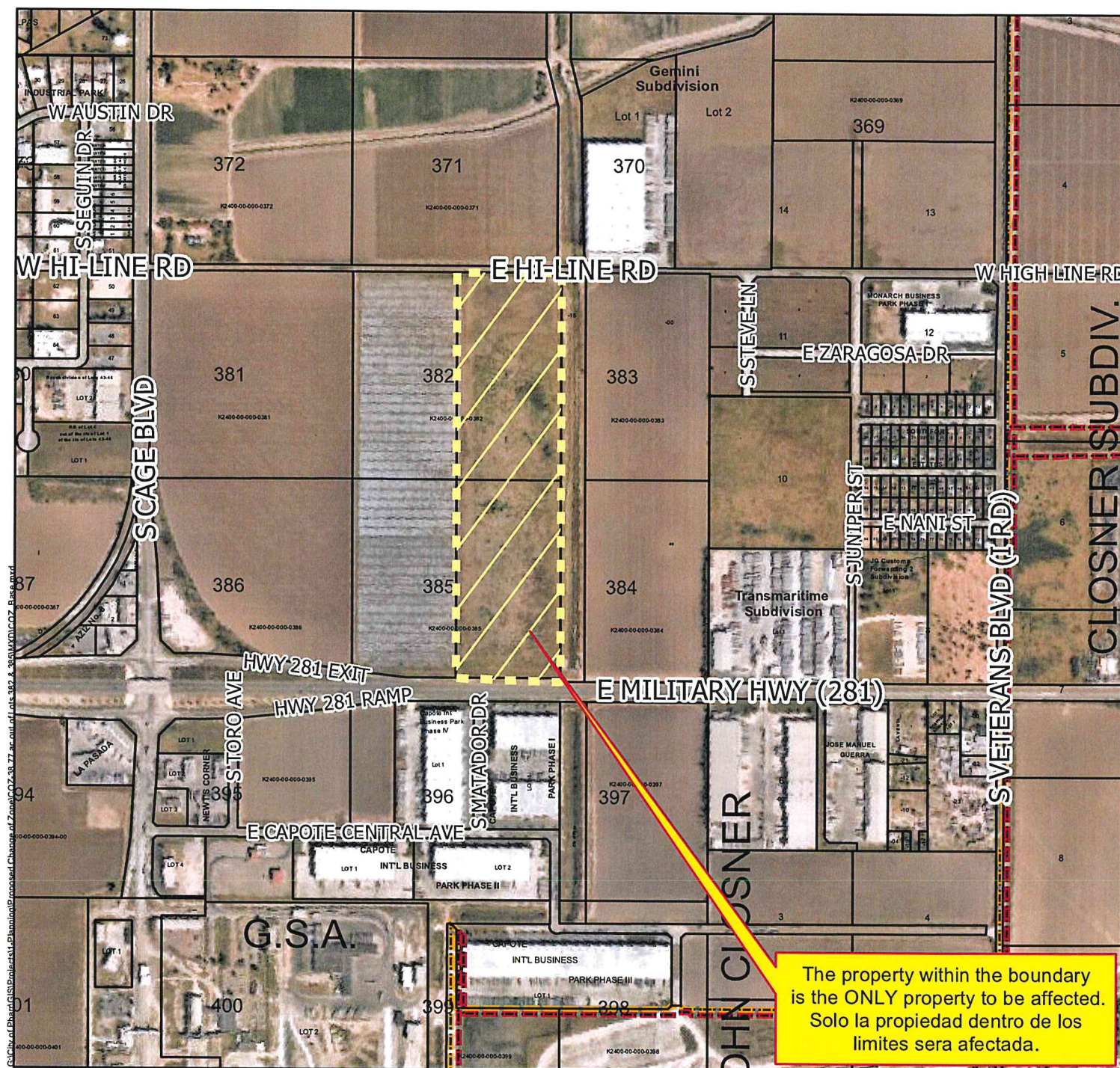
Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) as the property meets area requirements, has adequate ingress and egress. The property is compatible with the future land use plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

Nelly Terrazas Rojo

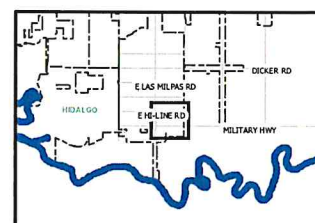
PREPARED BY

March 7, 2022

DATE

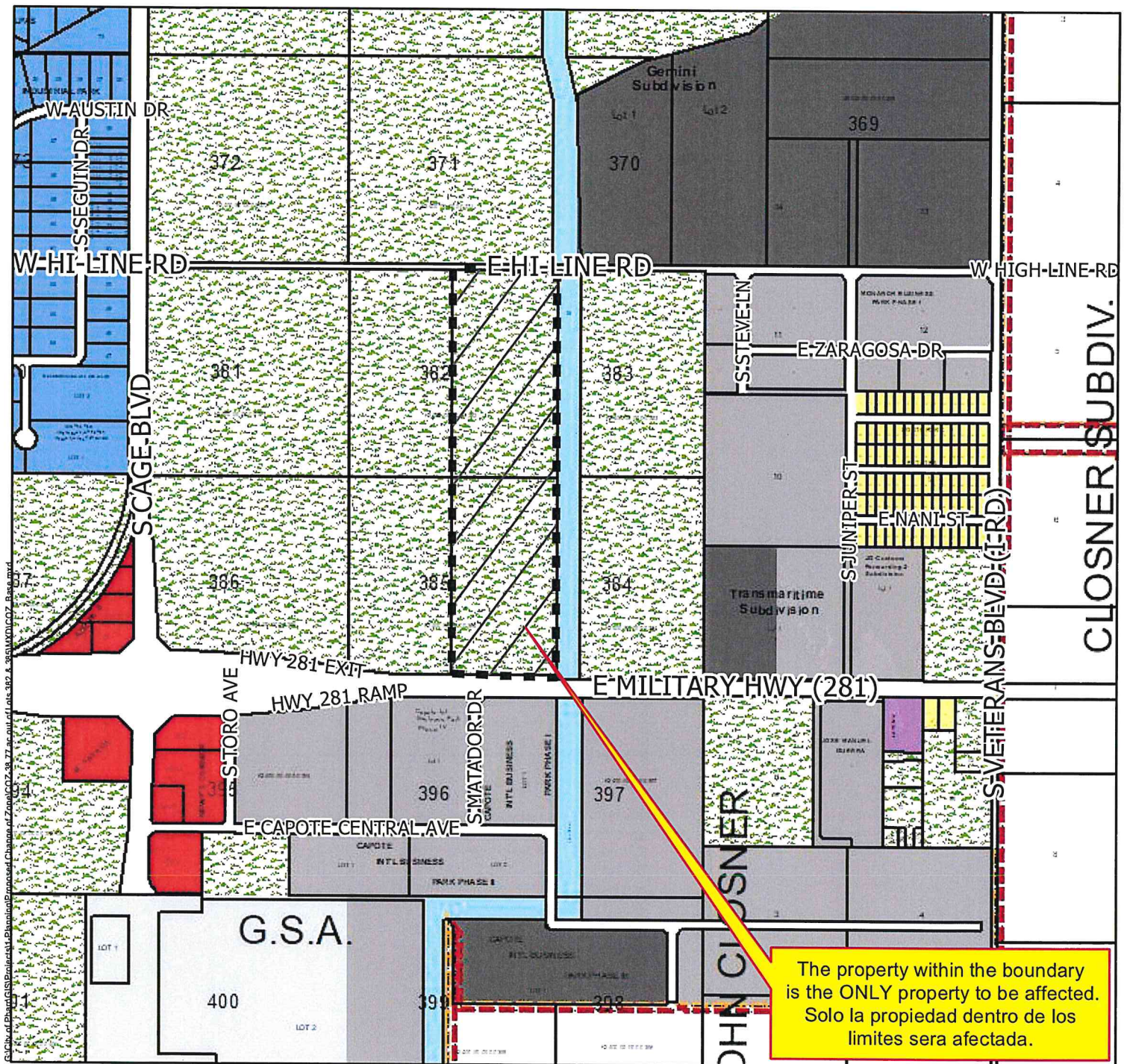


The property within the boundary is the **ONLY** property to be affected.
Solo la propiedad dentro de los limites sera afectada.



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

Proposed Change of Zone
38.77 ac out of Lots 382 & 385, Kelly Pharr
Zeppelin Texas LLC / Eduardo De La Vega



Zoning

ZONE

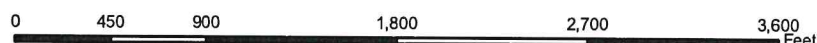
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial

- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

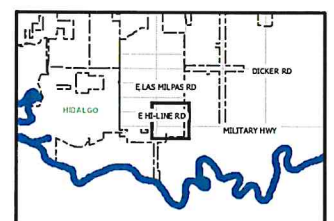
City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 900 feet



Date: 2/21/2022

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





AGENDA MEMORANDUM



BOARD: Planning & Zoning Commission

AGENDA ITEM #: 6.C.4.

DATE SUBMITTED: March 29, 2022

MEETING DATE: April 4, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Fulcrum Consulting Services, representing Delta Properties LLP. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being 38.632-acres, more or less, out of Lots 382 and 385, Kelly – Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 800 Block of East Hi-Line Road. **COZ#220208**

Classification: Regular

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

Issue: Fulcrum Consulting Services, representing Delta Properties LLP. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I).

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) as the property meets area requirements, has adequate ingress and egress. The property is compatible with the future land use plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 3/29/2022
Approved - 3/30/2022
Approved - 3/31/2022
Final Approval - 3/31/2022



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: April 4, 2022

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#220208

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: February 11, 2022

1. **Applicant:** Fulcrum Consulting Services, representing Delta Properties LLP.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I).
3. **Nature / Intent of Request:** In order to develop and construct warehouses on the subject site.

4. **Routing to Staff:**

A. Roland Gomez, Interim Director

[Signature]
Initials

3-29-22
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

AL
Initials

3/29/22
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

03/28/2022
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 4, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being 38.632-acres, more or less, out of Lots 382 & 385, Kelly – Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 800 Block of East Hi-Line Road.

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Fulcrum Consulting Services, representing Delta Properties LLP. has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) in order to develop and construct warehouses on the subject site.

The subject site is located on the south side of East Hi-Line Road and North of East Military Highway (281). It is physically located within the 800 Block of East Hi-Line Road. The property is legally described as being 38.632-acres, more or less, out of Lots 382 and 385 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The northern portion of the property fronts East Hi-Line Road, a major collector with a posted speed limit of 30 miles per hour or less and the southern portion fronts East Military Highway (281), a principal arterial with a posted speed limit of 40 to 55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property and the properties to the north, east and west are currently zoned Agricultural and/or Open Space District (A-O). The properties to the south were rezoned from Agricultural and/or Open Space (A-O) to Limited Industrial District (L-I) on November 15, 2005. There have been no zoning requests within the general vicinity of the subject property since then. The property is generally designated for industrial use in the Land Use Plan.

The Heavy Industrial District (H-I) is established to provide adequate space and site diversification. The area requirements in this district are minimal and will allow both large and small industrial uses either on separate small lots or as part of a park. Some screening is required, but because of the potential for hazardous or possibly blighting uses, this district should not be located close to residential areas of any type. Areas should not be zoned to this usage unless they are located on or close to arterials capable of carrying commercial and truck traffic.

Seven (7) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) as the property meets area requirements, has adequate ingress and egress. The property is compatible with the future land use plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

- 1. Approve the rezoning request;**
- 2. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 3. Disapprove the request.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Fulcrum Consulting Services, representing Delta Properties LLP.

Agricultural and/ or Open Space District (A-O)

APPLICANT

CURRENT ZONE

Being 38.632-acres, more or less, out of Lots 382 and 385

Heavy Industrial District (H-I)

ADDRESS

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4 Is the property located along a major thoroughfare?	X	
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?	X	
8 Will a buffer be required?		X
9 Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS:

Approval

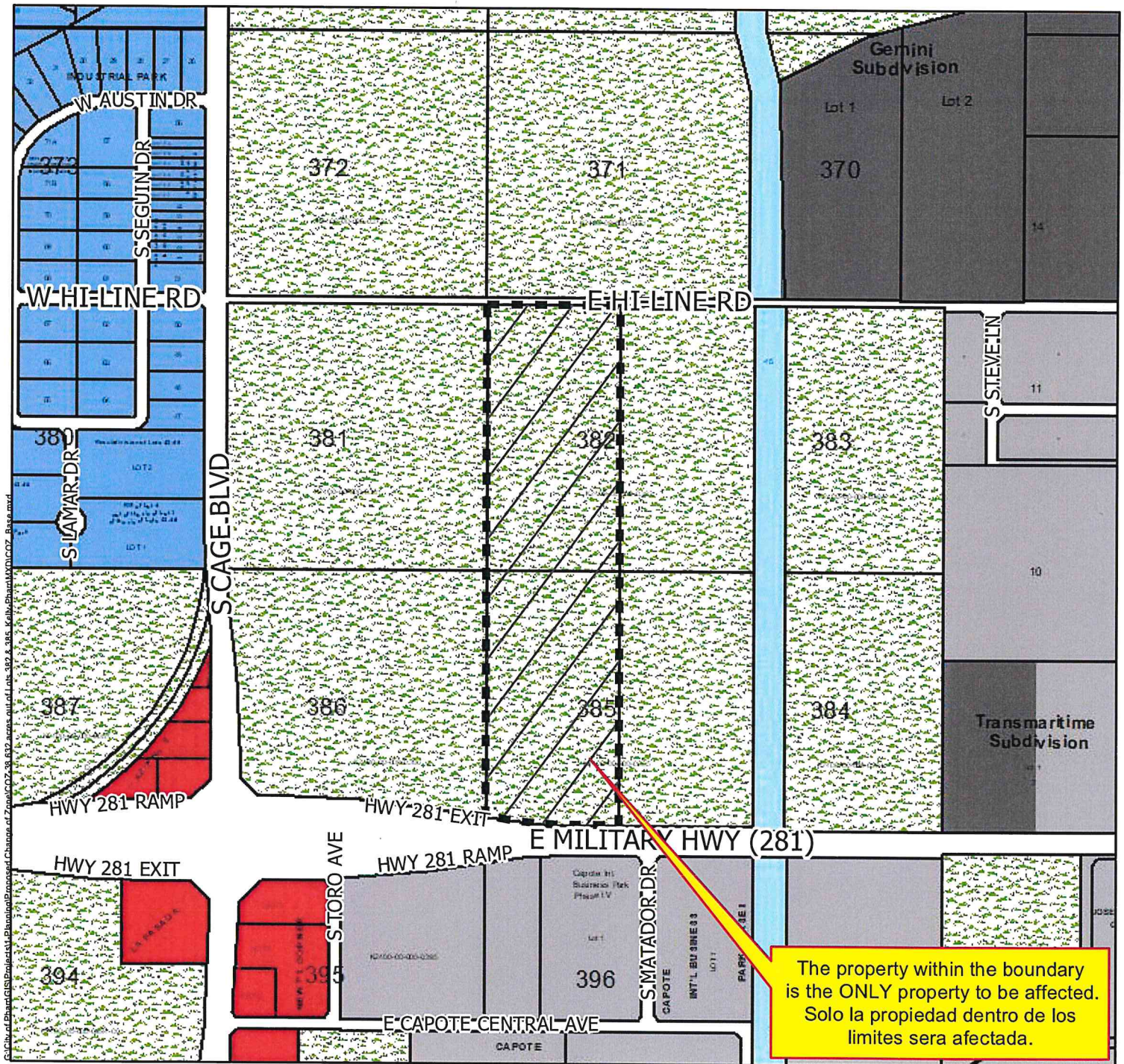
Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) as the property meets area requirements, has adequate ingress and egress. The property is compatible with the future land use plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

Nelly Terrazas Rojo

PREPARED BY

March 7, 2022

DATE



Zoning

ZONE

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

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 2/21/2022

Scale: 1 inch = 700 feet

0 350 700 1,400 2,100 2,800 Feet

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





SCALE 1"=100'

PLAT FOR DEKAL SUBDIVISION CITY OF PHARR, HIDALGO COUNTY, TEXAS

BISSELL SOUTHWEST DC
LEASING, LLC
10000 S. 10TH ST., SUITE 100
PHARR, TEXAS 78904

BLU-MAN INVESTMENTS LLC
10000 S. 10TH ST., SUITE 100
PHARR, TEXAS 78904

CITY OF PHARR
DRAINAGE CANAL

30.0' R.O.W. H.C.I.D. NO.2 VOL. 16 PG. 5

CITY OF PHARR
30.0' H.C.I.D. R.O.W. NO.2 VOL. 16 PG. 5

P.O.B.
TRACT II
CORNER
LOT 382
EXISTING 40.0'
R.O.W.

581' 28' 02" E. 660.00'

FP US HOLDINGS LLC
10000 S. 10TH ST., SUITE 100
PHARR, TEXAS 78904

E. HI-LINE RD

1' 02" W. 660.00'

P.O.B.
TRACT I
N.W. CORNER
LOT 382

FP US HOLDINGS LLC
10000 S. 10TH ST., SUITE 100
PHARR, TEXAS 78904

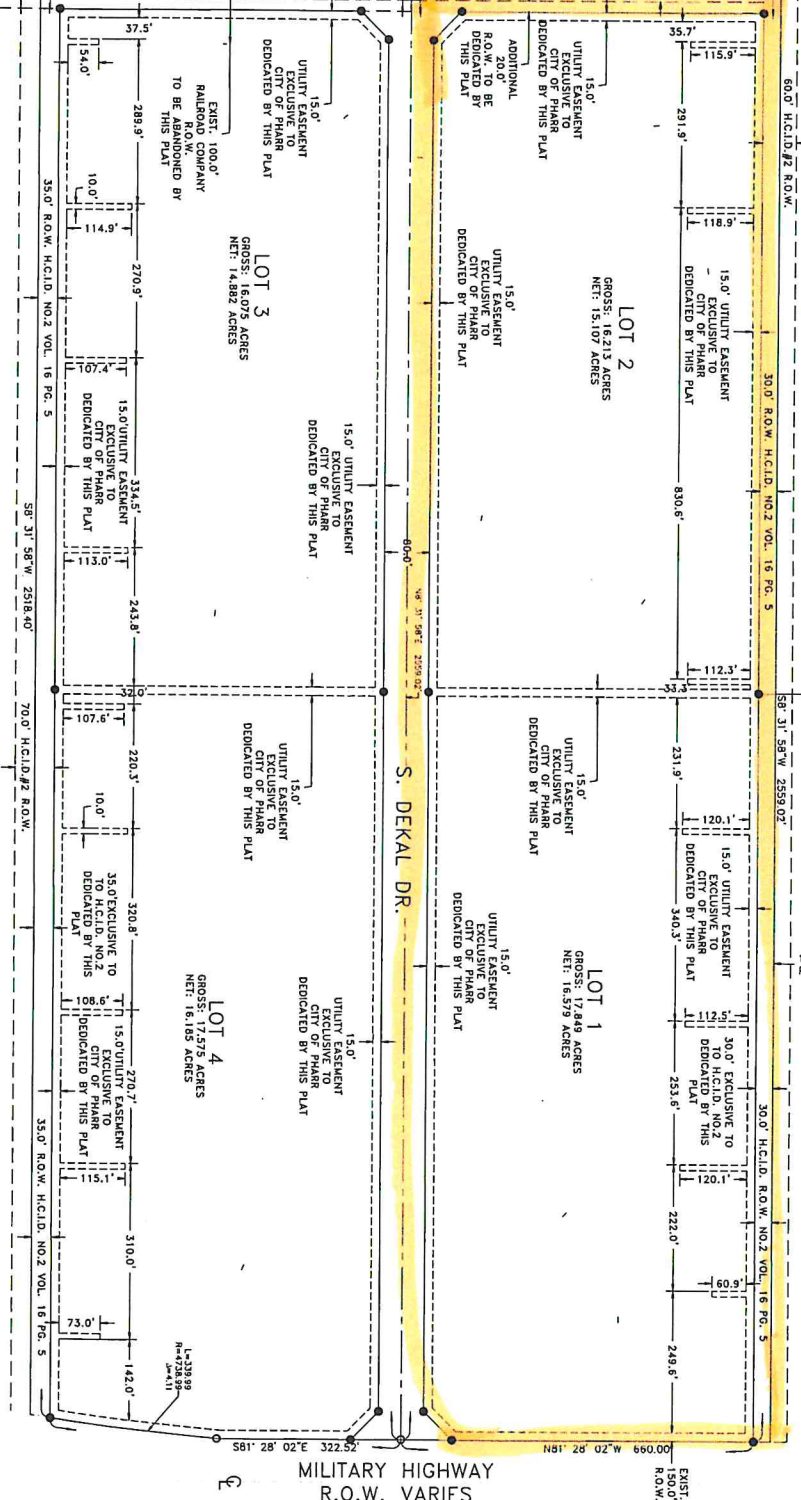
PRINCIPAL CONTRACTS:
ENGINEER: J. L. LUGG, LUGG & ASSOCIATES, LLP
10700 S. PALM DR., PHARR, TX 78937
(594) 978-6945
DIRECTOR: GEORGE E. LUGG, JR., LUGG & ASSOCIATES, LLP
207 E. BROWNSVILLE, AVE., PHARR, TX 78933
(594) 797-2411

ADDRESS:
10700 S. PALM DR., PHARR, TX 78937
(594) 978-6945
207 E. BROWNSVILLE, AVE., PHARR, TX 78933
(594) 797-2411

CONTACT NUMBER:
(594) 978-6945
(594) 797-2411

CAROTE FARMS, INC.
10000 S. 10TH ST., SUITE 100
PHARR, TEXAS 78904

CAROTE FARMS, INC.
10000 S. 10TH ST., SUITE 100
PHARR, TEXAS 78904



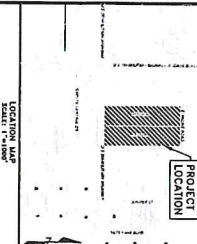
MILITARY HIGHWAY
R.O.W. VARIES

- LEGEND**
- LOT BOUNDARY
 - EXISTING LOT BOUNDARY
 - UTILITY EASEMENT
 - RIGHT OF WAY
 - CERTIFICATE
 - HIDALGO COUNTY DEED RECORDS
 - IRON ROD FOUND
 - SET 1/2" IRON ROD
 - P.O.B.
 - POINT OF BEGINNING

PREPARED BY: J. L. LUGG & ASSOCIATES, LLP
J. L. LUGG, LUGG & ASSOCIATES, LLP
10700 S. PALM DR., PHARR, TX 78937
(594) 978-6945
DATE SUBMITTED: MAY 25, 2021
SHEET 02 OF 06

DEKAL SUBDIVISION
A 77.465 ACRE TRACT OF LAND OUT OF LOT 382 AND
LOT 383, TRACT II, CITY OF PHARR, HIDALGO COUNTY,
TEXAS, AS SHOWN ON A PLAT RECORDED IN VOLUME 5
PAGE 133,134 OF THE DEED RECORDS OF HIDALGO COUNTY,
TEXAS.

LOCATION MAP
SHEET 1 OF 06





AGENDA MEMORANDUM



BOARD: Planning & Zoning Commission

AGENDA ITEM #: 6.C.5.

DATE SUBMITTED: March 29, 2022

MEETING DATE: April 4, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: R. Gutierrez Engineering Corporation, representing Ismelda Montanez has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) to General Business District (C). The property is legally described as being 0.38-acres, more or less, out of Lot 325, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 224 West Dicker Road. **COZ#220209**

Classification: Regular

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

Issue: R. Gutierrez Engineering Corporation, representing Ismelda Montanez has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) to General Business District (C).

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Single Family Residential District (R-1) to General Business District (C) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Single Family Residential District (R-1) to General Business District (C) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 3/29/2022
Approved - 3/30/2022
Approved - 3/31/2022
Final Approval - 4/1/2022



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: April 4, 2022

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#220209

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: February 11, 2022

1. Applicant: R. Gutierrez Engineering Corporation, representing Ismelda Montanez.

2. Requested Action: Re-zoning request from Single Family Residential District (R-1) to General Business District (C).

3. Nature / Intent of Request: In order to allow a commercial business.

4. Routing to Staff:

A. Roland Gomez, Interim Director

[Signature]
Initials

3-29-22
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

[Signature]
Initials

3-29-2022
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

03/28/2022
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 4, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Single Family Residential District (R-1) to General Business District (C). The property is legally described as being 0.38-acres, more or less, out of Lot 325, Kelly – Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 224 West Dicker Road.

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

R. Gutierrez Engineering Corporation, representing Ismelda Montanez has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) to General Business District (C) in order to allow a commercial business.

The subject site is located to the north side of West Dicker Road and has a physical address of 224 West Dicker Road. The property is legally described as being 0.38-acres, more or less, out of Lot 325, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Dicker Road a 120' – 150' principal arterial, with a posted speed limit of 40-55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Single Family Residential District (R-1). The north property is currently zoned Agricultural and/ or Open Space District (A-O). The property to the east was rezoned from Single Family Residential District (R-1) to General Business District (C) on March 1, 2011, and the properties to the South were rezoned from Agricultural and/or Open Space District (A-O) to Single Family Residential District (R-1) on March 17, 1987. There have been no zoning requests within the general vicinity of the subject property since then. The property is generally designated for commercial use in the Land Use Plan.

The General Business District is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and most existing commercial strips along major arterials would be included in this district. The noise, traffic, litter, late-night hours, and possible blighting influences require adequate buffering from residential areas, and the traffic from such uses should not pass-through residential areas, except on arterials or major collectors.

Thirteen (13) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received two (2) responses to the letters or the legal notice for information only.

Development Services is recommending approval of the request to re-zone from Single Family Residential District (R-1) to General Business District (C) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Single Family Residential District (R-1) to General Business District (C) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

- 1. Approve the rezoning request;**
- 2. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 3. Disapprove the request.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

R. Gutierrez Engineering Corporation, representing Ismelda Montanez.

Single Family Residential District (R-1)

APPLICANT

CURRENT ZONE

224 West Dicker Road

General Business District (C)

ADDRESS

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4 Is the property located along a major thoroughfare?	X	
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?	X	
8 Will a buffer be required?	X	
9 Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS:

Approval

Development Services is recommending approval of the request to re-zone from Single Family Residential District (R-1) to General Business District (C) as the property meets area requirements, has adequate ingress and egress.

The property is compatible with the future land use plan; however, the zoning will allow reasonable use of the property and granting the request results in equal treatment of similarly situated properties.

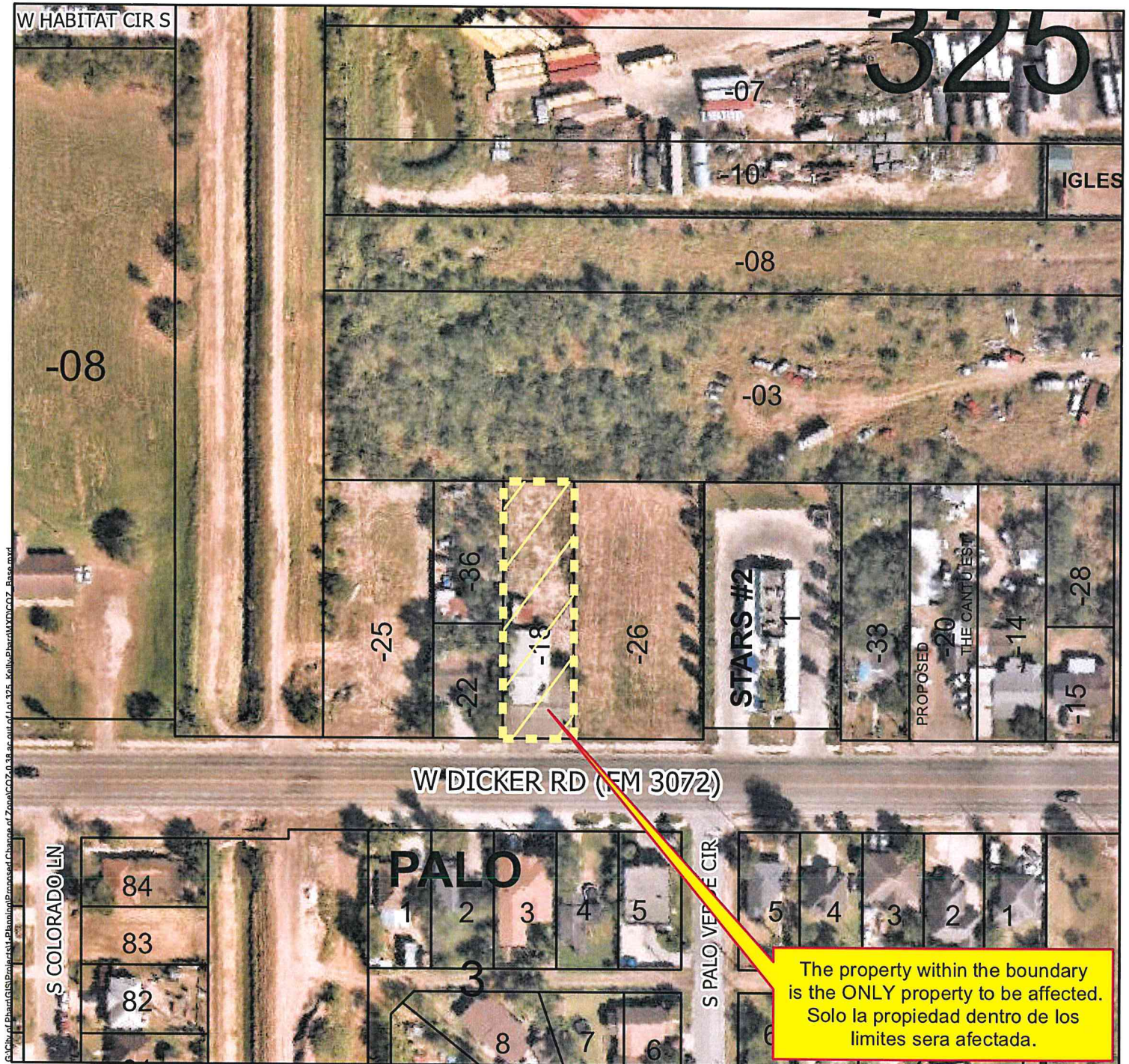
If approved, the owner must comply with all City Ordinances and City Department requirements.

Nelly Terrazas Rojo

PREPARED BY

March 7, 2022

DATE



Zoning

ZONE

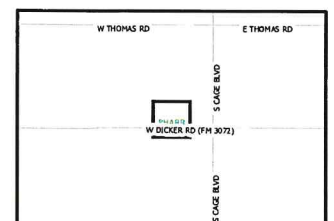
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

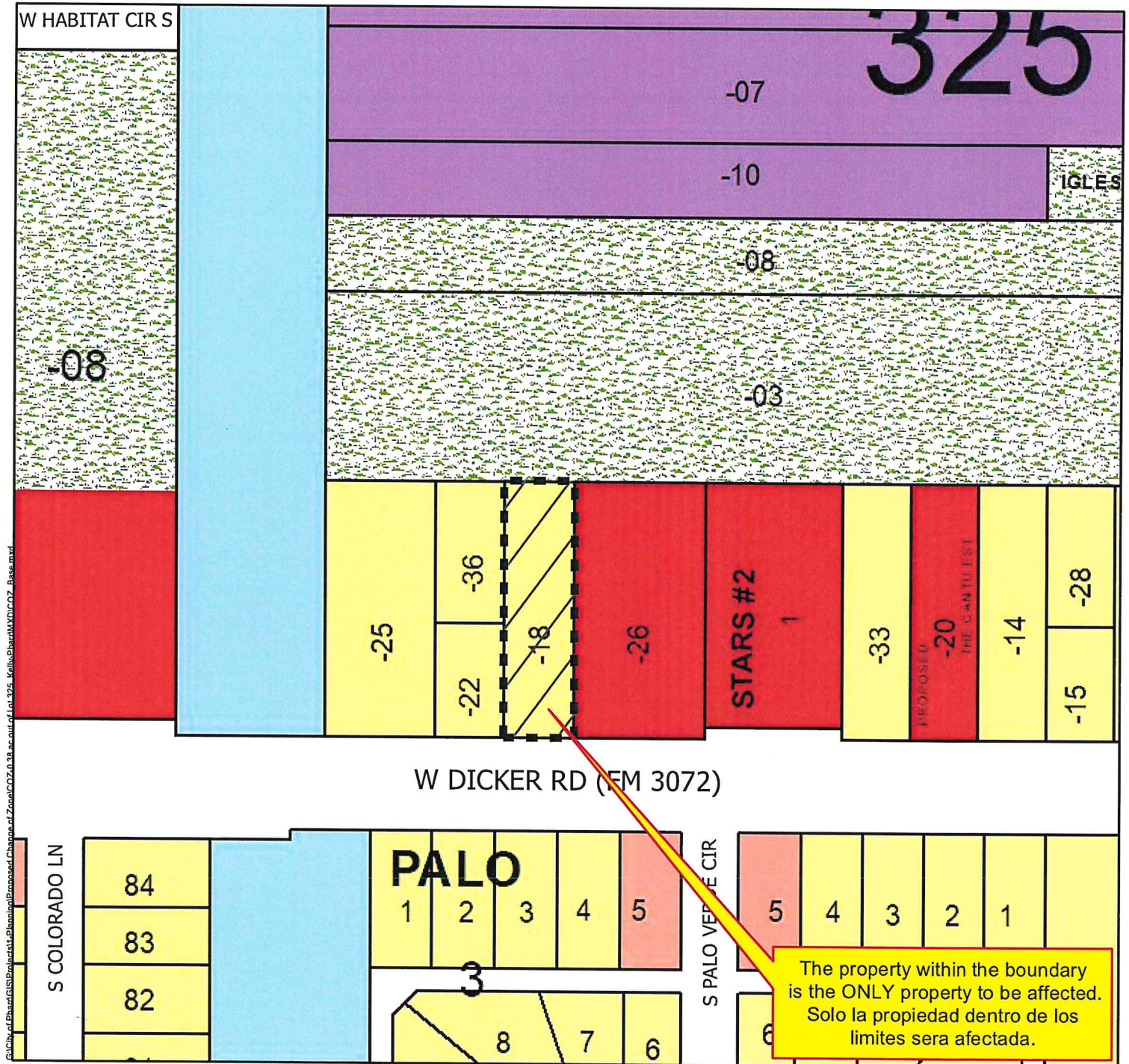
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Scale: 1 inch = 125 feet

0 62.5 125 250 375 500 Feet

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





Zoning

ZONE

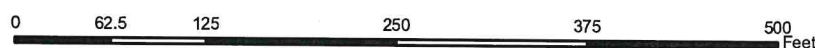
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

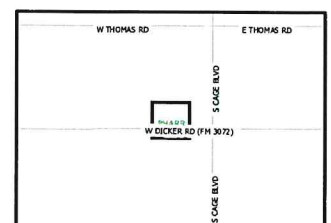
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 2/21/2022

Scale: 1 inch = 125 feet



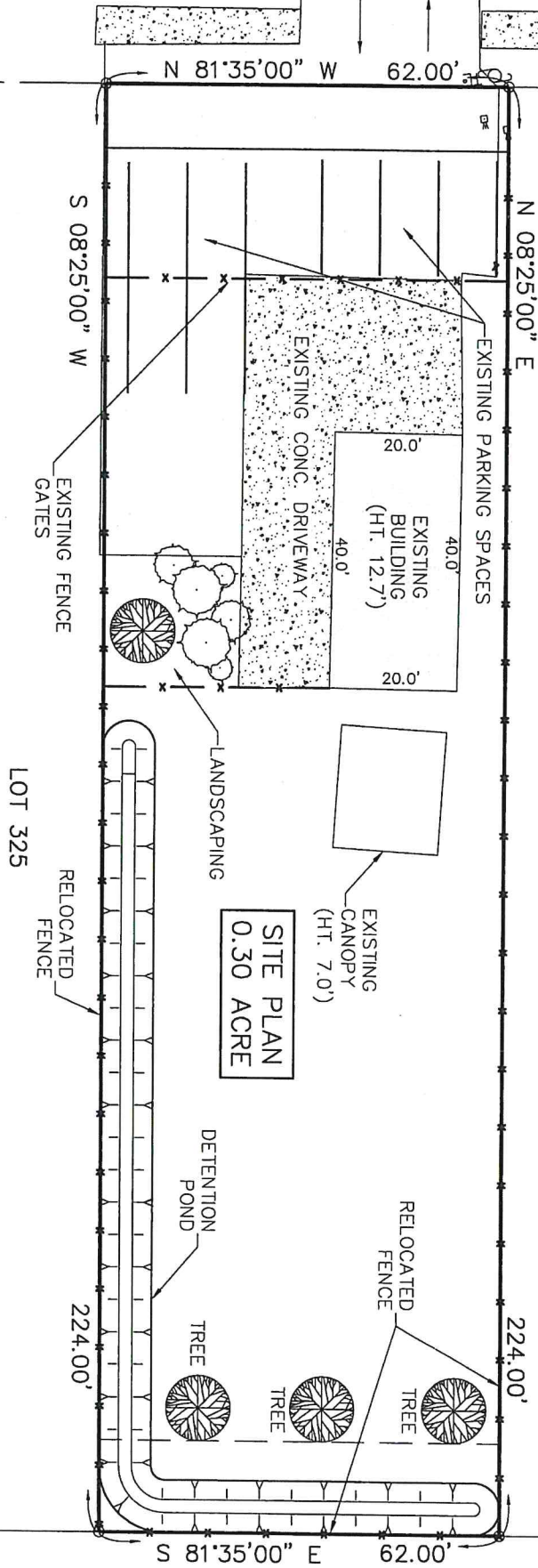
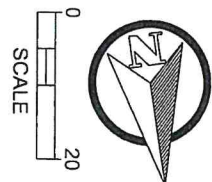
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



DICKER ROAD (F.M. 3072)

KELLY - PHARR SUBDIVISION
VOLUME 03, PAGES 133-134, D.R.H.C., TX.

LOT 325



R. Gutierrez
Engineering
Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE - PHARR, TEXAS 78577
(TEL) 956 782-2557 - (FAX) 956 782-2558
FIRM No. 486



AGENDA MEMORANDUM



BOARD: Planning & Zoning Commission

AGENDA ITEM #: 6.C.6.

DATE SUBMITTED: March 29, 2022

MEETING DATE: April 4, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Rich Heritage Construction Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/ or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 7.0-acres, more or less, out of Lot 152 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2211 North Sugar Road. **COZ#220214**

Classification: Regular

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

Issue: Rich Heritage Construction Inc., owner has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/ or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD).

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Agricultural and/ or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The property is currently not compatible with the future land use plan; however, the zoning will allow reasonable use of the property and granting the request results in equal treatment of similar situated properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/ or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney

Created/Initiated - 3/29/2022
Approved - 3/30/2022

Roland Gomez
City Management Office

Approved - 3/31/2022
Final Approval - 4/1/2022



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: April 4, 2022

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#220104

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: February 16, 2022

1. **Applicant:** Rich Heritage Construction Inc., owner.
2. **Requested Action:** Re-zoning request from Agricultural and/ or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD).
3. **Nature / Intent of Request:** In order to develop and construct apartments.

4. **Routing to Staff:**

A. Roland Gomez, Interim Director

[Signature]
Initials

3-29-22
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

[Signature]
Initials

3/24/22
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

03/28/2022
Date

☐ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 4, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/ or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 7.0-acres, more or less, out of Lot 152, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2211 North Sugar Road.

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Rich Heritage Construction Inc., owner has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/ or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct apartments.

The subject site is located west of north Sugar Road and is physically located at 2211 North Sugar Road. The property is legally described as being 7.0 acres, more or less, out of Lot 152, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts north Sugar Road, a 70' minor collector with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property and the property to the west are currently zoned Agricultural and/ or Open Space District (A-O). A portion of the properties to the north was rezoned from Agricultural and/ or Open Space District (A-O) to Residential Mobile Home District (R-MH) on December 5, 2000, and the other portion was rezoned from General Business District (C) to Single Family Residential District (R-1) on March 15, 2005. Properties to the east were rezoned from Agricultural and/ or Open Space District (A-O) to Residential Multi Family High Density District (R-MFHD) on January 25, 2000, and General Business District (C) on October 6, 1997. A portion of the properties to the south was rezoned from General Business District (C) to Residential Multi Family High Density District (R-MFHD) on February 21, 2022, and another portion was rezoned from Agricultural and/ or Open Space District (A-O) to Residential Multi Family High Density District (R-MFHD) and General Business District (C) on May 17, 2005. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for industrial use in the Land Use Plan.

The Residential Multi-Family High Density District (R-MFHD) is established to provide adequate space and site diversification for medium to high density areas. This may be a zone for transitional areas developed for single-family usage, but because of the need for rehabilitation, or changes in the character of the neighborhood, are now deemed suitable for some multifamily development. This zone allows medium to high density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met. R-MFHD uses should not run traffic over long distances of single-family residential-sized streets or neighborhoods and should be located close to arterials or collectors capable of carrying the additional traffic. Multi-family developments are not a buffer between single-family and commercial uses and should be properly buffered from nonresidential land uses and traffic, or from pollution and environmental hazards.

Sixty-three (63) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending approval of the request to re-zone from Agricultural and/ or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The property is currently not compatible with the future land use plan; however, the zoning will allow reasonable use of the property and granting the request results in equal treatment of similar situated properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/ or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

- 1. Approve the rezoning request;**
- 2. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 3. Disapprove the request.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Rich Heritage Construction Inc., owner.

APPLICANT

2211 North Sugar Road

ADDRESS

Agricultural and/ or Open Space District (A-O)

CURRENT ZONE

Residential Multi-Family High Density District (R-MFHD)

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4 Is the property located along a major thoroughfare?	X	
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?	X	
8 Will a buffer be required?	X	
9 Is the proposed change in line with the Future Land Use Plan?		X

STAFF RECOMMENDATIONS:

Approval

Development Services is recommending approval of the request to re-zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The property is currently not compatible with the future land use plan; however, the zoning will allow reasonable use of the property and granting the request results in equal treatment of similar situated properties. If approved, the owner must comply with all City Ordinances and City Department

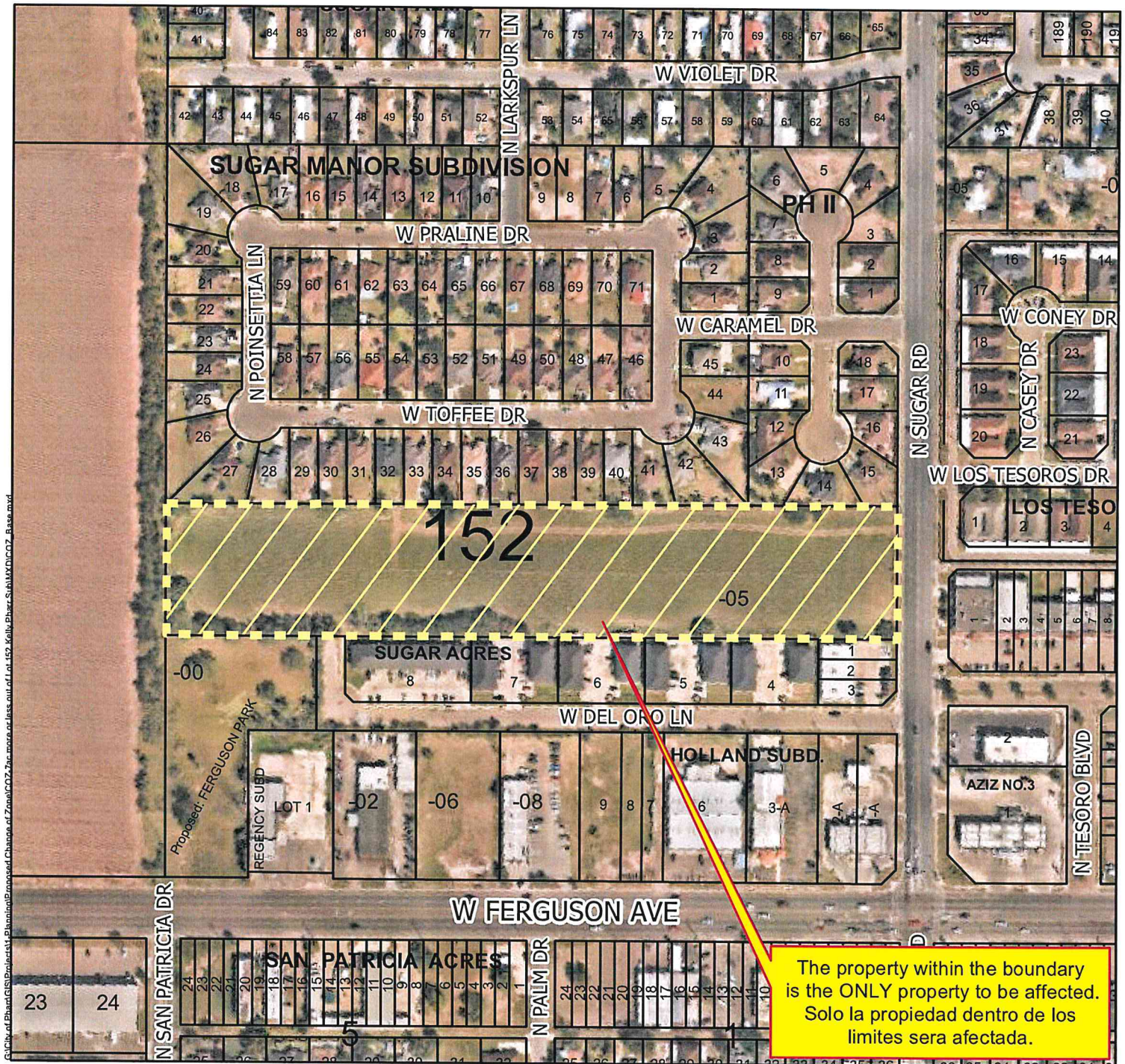
Nelly Terrazas Rojo

PREPARED BY

March 17, 2022

DATE

Proposed Change of Zone
7ac, more or less, out of Lot 152 Kelly-Pharr Subdivision
Rich Heritage Construction Inc.



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

Zoning

ZONE

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

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial

- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 3/8/2022

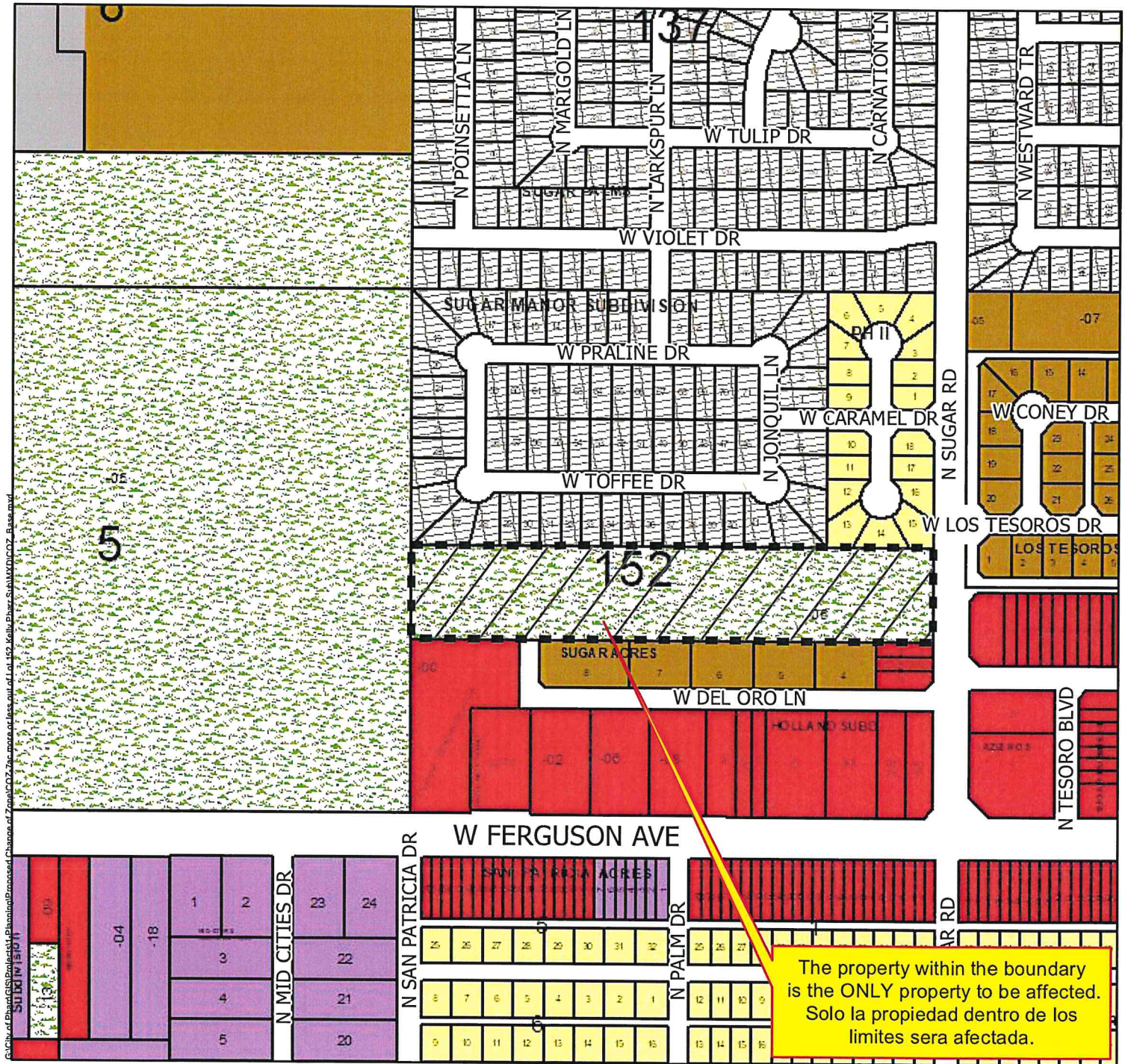
Scale: 1 inch = 250 feet



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



Proposed Change of Zone
7ac, more or less, out of Lot 152 Kelly-Pharr Subdivision
Rich Heritage Construction Inc.



Zoning

ZONE

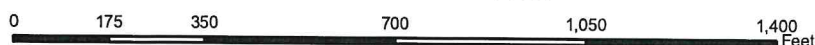
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
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- Valley View ISD
- Planned Unit Development

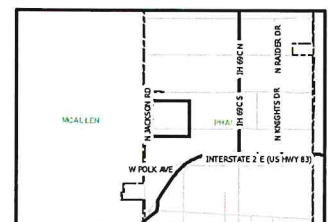
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 3/8/2022

Scale: 1 inch = 350 feet



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N. SUGAR ROAD

0.00'

10' UTILITY EASEMENT

1,320.00'

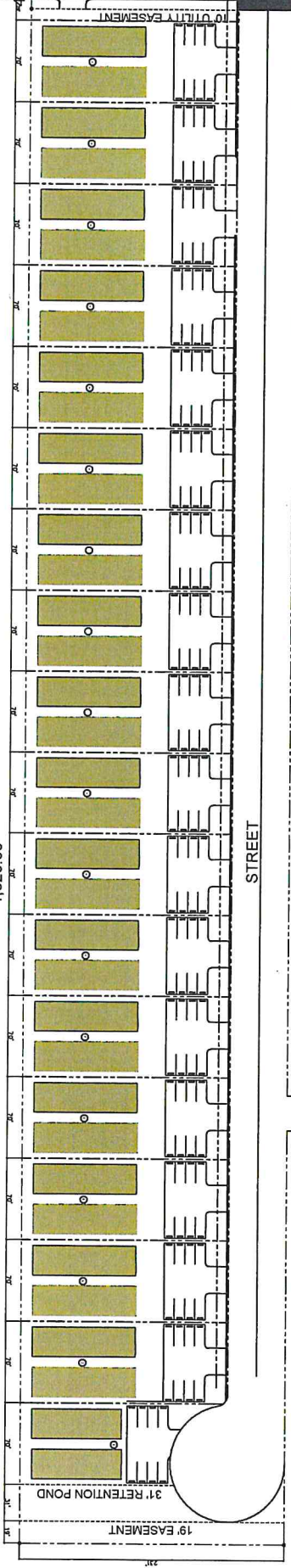
STREET

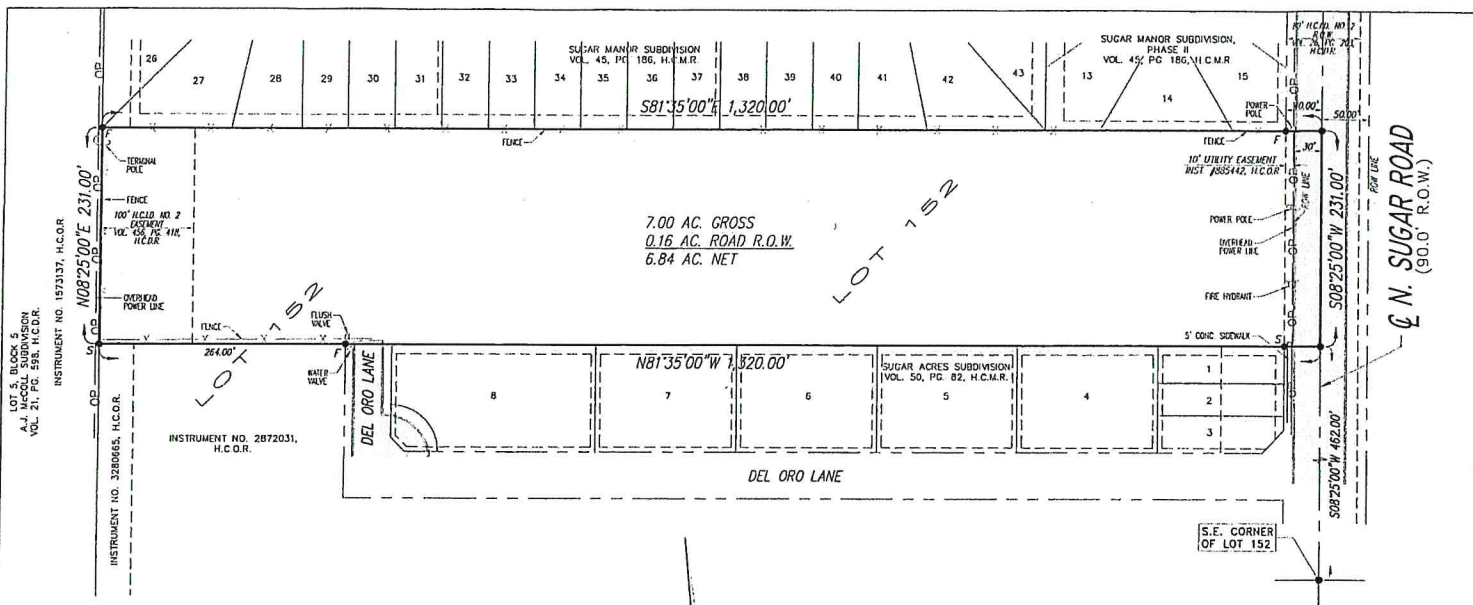
W. DEL ORO LN.

31' RETENTION POND

19' EASEMENT

22'





I, RAUL E. GARCIA, REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, VISIBLE EASEMENTS, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, PROTRUSIONS, EXCEPT AS SHOWN.



REGISTERED PROFESSIONAL LAND SURVEYOR # 4204

This survey is being provided solely for the use of the current parties and that no license has been created, expressed or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within a six (6) months time period.

NOTE:
OVERHEAD AND UNDERGROUND FACILITIES ARE NOT SHOWN ON THIS SURVEY.
SURVEY COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

ADDRESS:
2211 N. SUGAR ROAD
PHARR, TX 78577

LEGEND:
F - FOUND 1/2" IRON ROD
S - SET 1/2" IRON ROD WITH
A CAP LABELED "RPLS 4204"

SCALE: 1" = 100'
DESIGNED BASED ON RECORD BORDERS OF SUGAR MANOR SUBDIVISION AS PICTURED IN VOLUME 45, PAGE 186, H.C.M.R.

FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER
480354 0425 C
MAP REVISED: 11/16/1982
THIS AREA IS IN FLOOD ZONE "B"



R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (7-5001) & SURVEYOR (10015200)
116 NORTH 12TH AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

PLAT SHOWING

A 7.00 ACRE TRACT OF LAND BEING A PORTION OF LOT 152, KELLY-PHARR SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 1346, PAGE 694, DEED RECORDS, HIDALGO COUNTY, TEXAS.

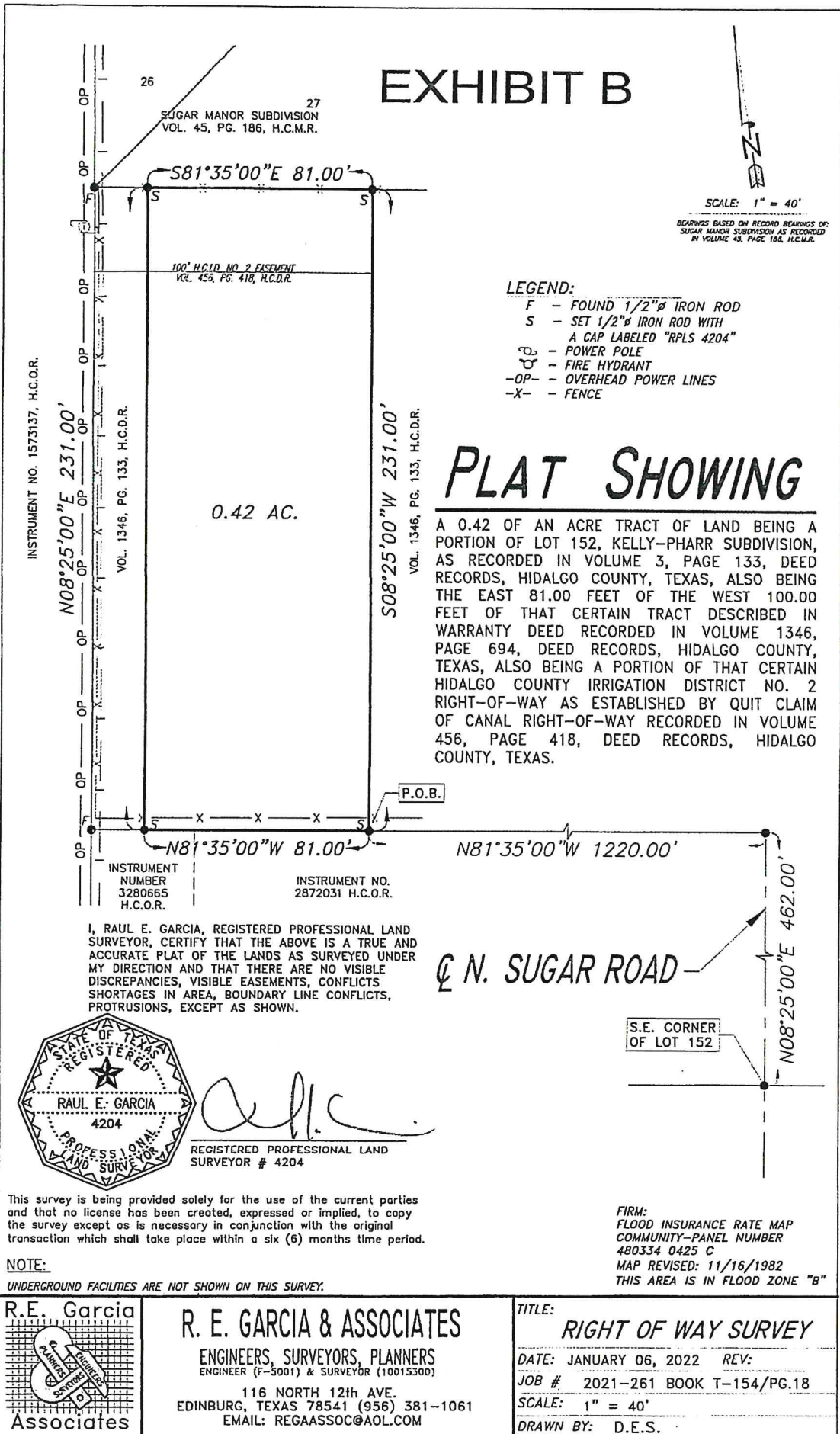
PROPERTY SUBJECT TO:

RIGHT OF WAY EASEMENT (NORMAL EASEMENT) FROM PHIBBS W. GESC AND LAUSANOW, OSCAR A GESC, TO CENTRAL POWER & LIGHT CO., DATED MAY 10, 1957, RECORDED IN VOLUME 890, PAGE 25, DEED RECORDS, HIDALGO COUNTY, TEXAS.

TITLE: **BOUNDARY SURVEY**

DATE: NOVEMBER 24, 2021 REV:
JOB # 2021-261 BOOK T-154/Pg.18
SCALE: 1" = 100'
DRAWN BY: E.S.

EXHIBIT B





AGENDA MEMORANDUM



BOARD: Planning & Zoning Commission

AGENDA ITEM #: 6.C.7.

DATE SUBMITTED: March 29, 2022

MEETING DATE: April 4, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Gerardo Guadalupe Garza Jr. has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being Lot 1, Block Q, Villa Baez Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 320 East Jones Avenue. **COZ#201149**

Classification: Regular

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

Issue: Gerardo Guadalupe Garza Jr. has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF).

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending **denial** of the request to Residential Multi-Family District (R-MF) as the property is not consistent with the Future Land Use Plan. It is not compatible with adjacent and nearby uses and may have detrimental impact to the neighborhood character. The property does meet area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to deny the request for a change of zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 3/29/2022
Approved - 3/30/2022
Approved - 3/31/2022
Final Approval - 4/1/2022



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: April 4, 2022

ROUTE TO BOARD:

- ☒ CITY COMMISSION AGENDA ITEM: COZ:#201149
☐ PLANNING & ZONING COMMISSION DATE SUBMITTED: November 19, 2020

1. Applicant: Gerardo Guadalupe Garza Jr., owner.
2. Requested Action: Re-zoning request from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF).
3. Nature / Intent of Request: In order to develop and construct a four-plex on said property.

4. Routing to Staff:

- | | | | |
|-----------------------------------|---|---------------------------|--|
| A. Roland Gomez, Interim Director | 
Initials | <u>3-29-22</u>
Date | ☒ Approval ☐ Denial |
| B. Planning Staff Recommendations | 
Initials | <u>3/29/22</u>
Date | ☒ Approval ☐ Denial |
| C. Planning and Zoning Commission | _____
Initials | <u>03/28/2022</u>
Date | ☒ Approval ☐ Denial |
| D. City Attorney | _____
Initials | _____
Date | ☐ Approval ☐ Denial |
| E. City Manager | _____
Initials | _____
Date | ☐ Approval ☐ Denial |



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 4, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF): Being Lot 1, Villa Baez Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 320 East Jones Avenue.

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Gerardo Guadalupe Garza Jr., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) in order to develop and construct a four-plex on said property.

The subject site is located on the south side of East Jones Avenue with the physical address being 320 East Jones Avenue. The property is legally described as being Lot 1, Villa Baez Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Jones Avenue a 70' minor collector with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Single-Family Residential District (R-1). The property and the surrounding properties to the north, south, east and west were zoned to Single-Family Residential District (R-1) on March 30, 1982, when the city adopted the current zoning ordinance we use today. On July 20, 1993, a portion of the property to the north was rezoned from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for single-family residential use in the Land Use Plan.

The Residential Multi-Family District (R-MF) is established to provide adequate space and site diversification for low to medium density residential development where adequate streets and other community facilities are available for present and future needs. This district is established for duplex-fourplex development as low to medium-density use, and additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met before zoning to such use. It is established to protect residential areas as far as possible against heavy traffic and zoned to promote the most desirable use of land and direction of building development not in conflict with the city's comprehensive plan.

Twenty (20) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received three (3) telephone calls in opposition of the item and six (6) individuals signed up to speak at the public hearing.

On December 14, 2020, the Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). On January 17, 2022, the item was presented to City Commission and after consideration was recommended to be reverted to the Planning and Zoning Commission for reconsideration.

Development Services is recommending **denial** of the request to Residential Multi-Family District (R-MF) as the property is not consistent with the Future Land Use Plan. It is not compatible with adjacent and nearby uses and may have detrimental impact to the neighborhood character. The property does meet area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to deny the request for a change of zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

- 1. Approve the rezoning request;**
- 2. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 3. Disapprove the request.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Gerardo Guadalupe Garza Jr., owner

APPLICANT

Single-Family Residential District (R-1)

CURRENT ZONE

320 East Jones Avenue

ADDRESS

Residential Multi-Family District (R-MF)

PROPOSED ZONE

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)		X
4 Is the property located along a major thoroughfare?		X
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?	X	
8 Will a buffer be required?	X	
9 Is the proposed change in line with the Future Land Use Plan?		X

STAFF RECOMMENDATIONS:

Denial

The property is no consistent with the Future Land Use Plan. It is no compatible with adjacenet and nearby uses and may have determinantal impact to the neighborhood character. The property does not meet area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

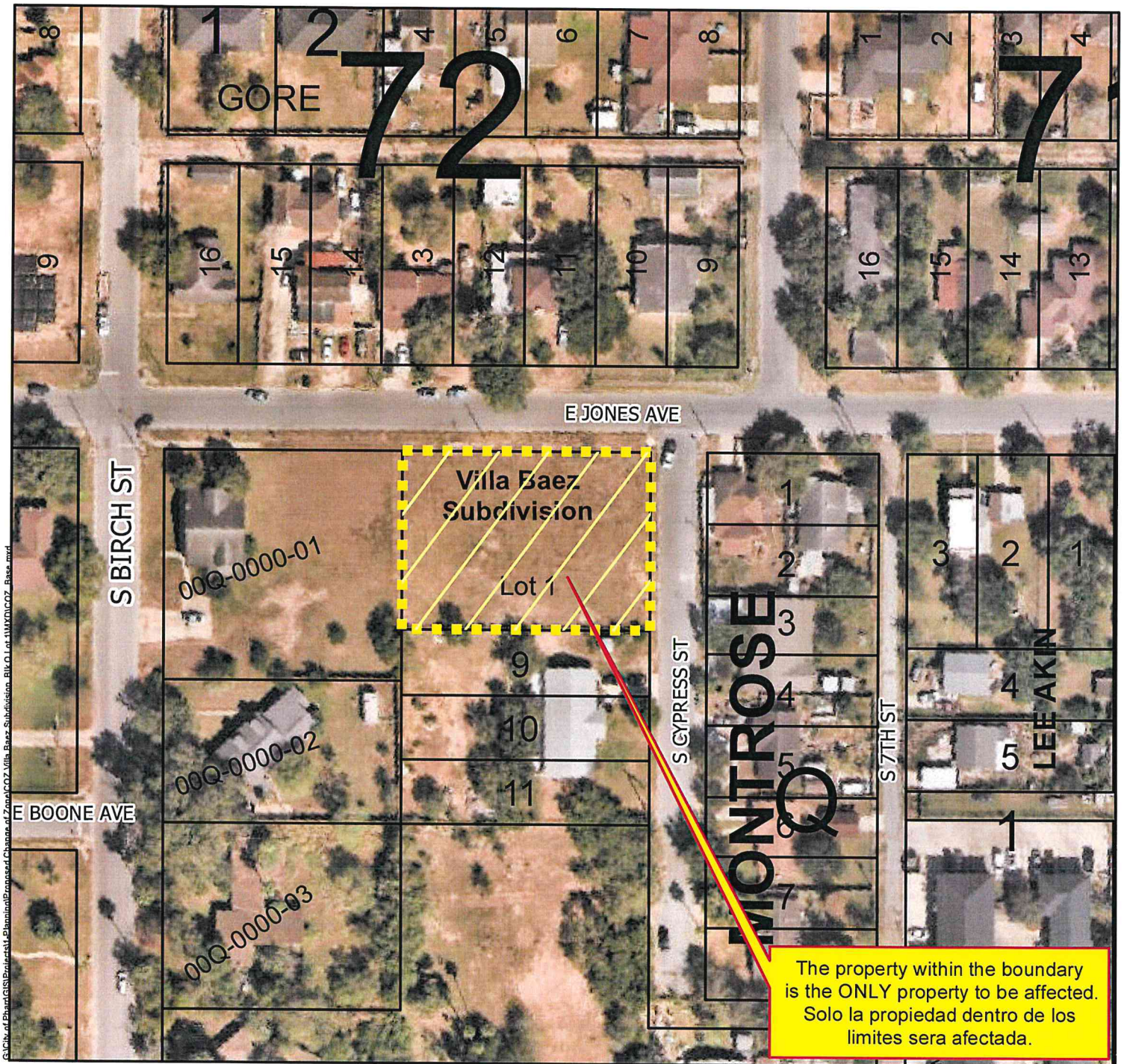
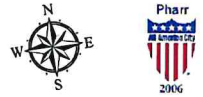
Anaisa Licerio, Planner II

PREPARED BY

March 24,2022

DATE

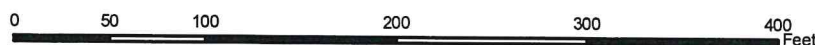
Proposed Change of Zone
Villa Baez Subdivision Block Q Lot 1
Gerardo Guadalupe Garza Jr.



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

City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 100 feet

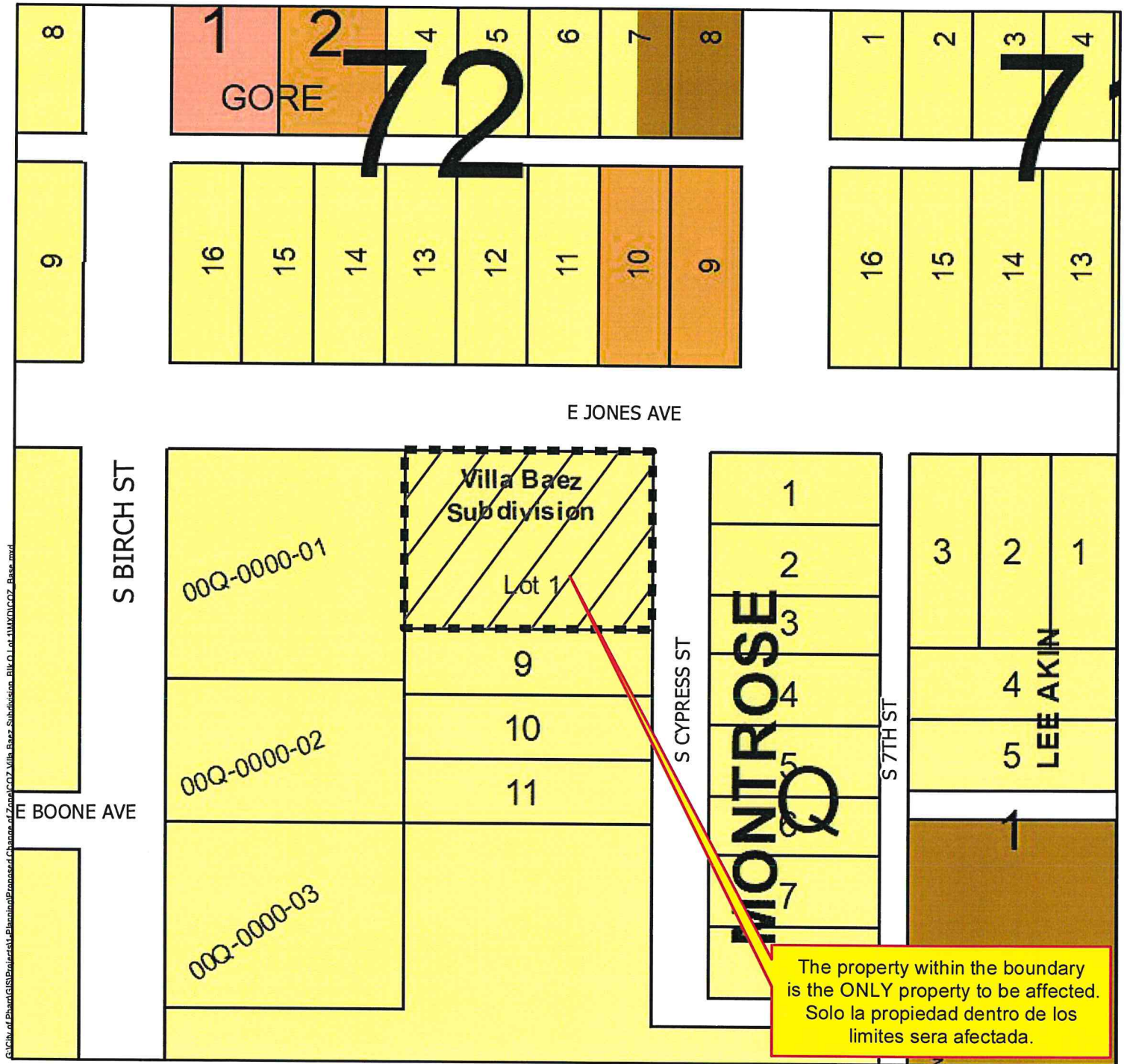


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Date: 3/24/2022

Proposed Change of Zone
Villa Baez Subdivision Block Q Lot 1
Gerardo Guadalupe Garza Jr.

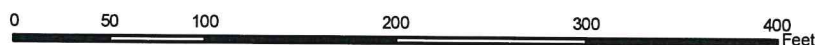


The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
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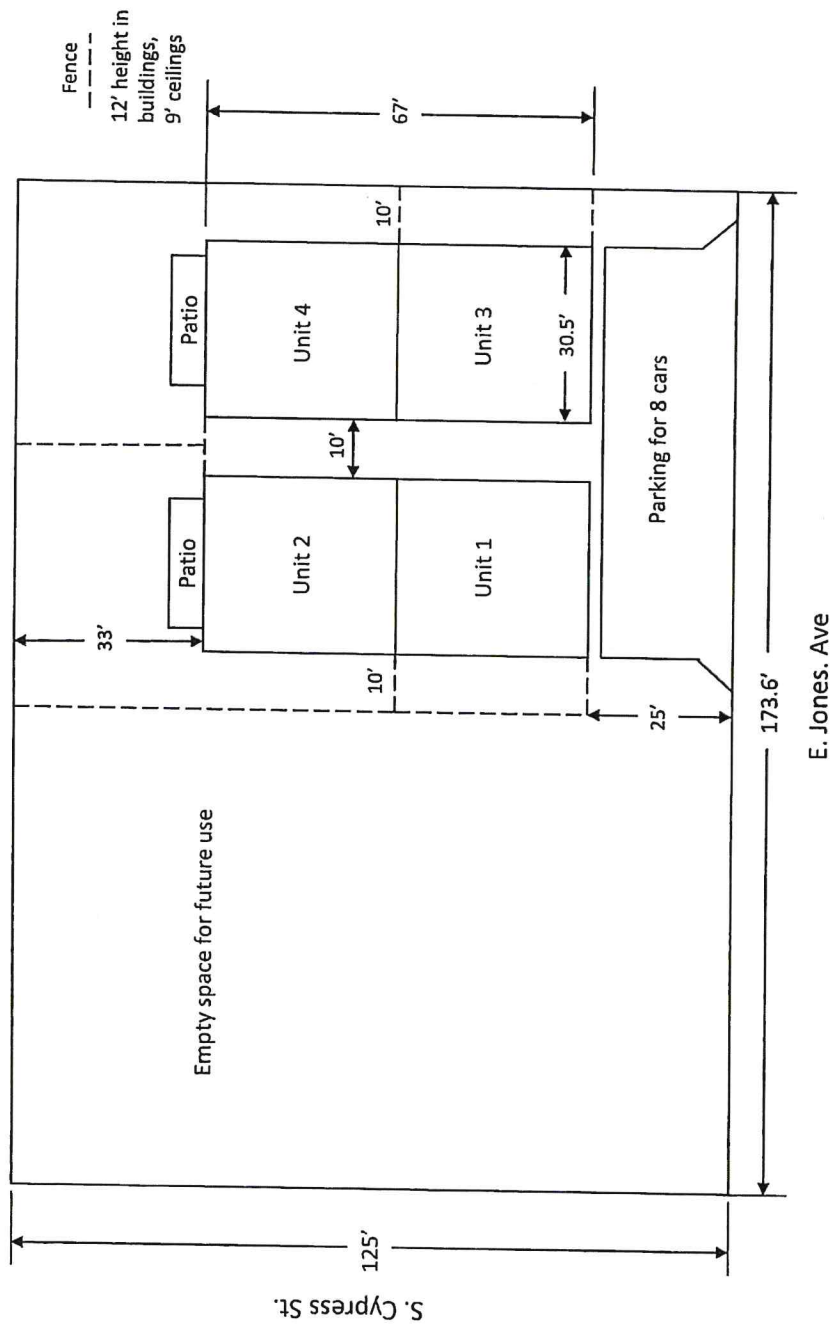
City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 100 feet



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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: March 29, 2022

MEETING DATE: April 4, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Ordinance imposing a moratorium on applications and plans for development, permits, plats, verifications, rezoning, site plans and new or revised certificates of occupancy for multifamily developments within the City of Pharr. *(1st Reading)*

Classification: Regular

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

Issue: The City of Pharr, Texas seeks to adopt and implement a moratorium on applications and plans for development, permits, plats, verifications, rezoning, site plans and new or revised certificates of occupant for multifamily developments within the City of Pharr.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 3/29/2022
Approved - 3/31/2022
Approved - 3/31/2022
Final Approval - 4/1/2022

ORDINANCE NO. O-2022-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, IMPOSING A MORATORIUM ON APPLICATIONS AND PLANS FOR DEVELOPMENT, PERMITS, PLATS, VERIFICATIONS, REZONINGS, SITE PLANS AND NEW OR REVISED CERTIFICATES OF OCCUPANCY FOR MULTIFAMILY DEVELOPMENTS WITHIN THE CORPORATE CITY LIMITS OF PHARR; ADOPTING WRITTEN FINDINGS JUSTIFYING THE MORATORIUM; PROVIDING FOR WAIVERS AND LIMITED EXCEPTIONS TO THE MORATORIUM; AND ESTABLISHING AN EXPIRATION DATE.

WHEREAS, the City Commission and citizens of the City have concerns about the impacts of multifamily uses and developments on essential public facilities, resulting in the creation of shortages, unplanned needs and other inadequacies of public infrastructure and facilities, including but not limited to that related to traffic management, street infrastructure, park and open space, police, fire, code enforcement and data systems as well as other operational and oversight systems; and

WHEREAS, the City Commission and citizens of the City have concerns about the impacts of multifamily uses and developments creating a significant need for other public facilities, including but not limited to park and open space, police, fire, code enforcement and data systems as well as other operational and oversight systems and that the failure to provide these public facilities would result in an overcapacity of such public facilities or would be detrimental to the health, safety, and welfare of the residents of the City; and

WHEREAS, many intersections throughout the City are overwhelmed with traffic congestion during afternoons and evenings, and new multifamily zoned properties, including planned development zoned properties that include multifamily uses or multifamily components (hereinafter referred to collectively as "Multifamily Developments"), would significantly add to this problem unless a Traffic Impact Analysis requirement is implemented to analyze and mitigate the additional traffic added to these roadways by Multifamily Developments; and

WHEREAS, the Texas Local Government Code ("LGC"), Subchapter E, "Moratorium on Property Development in Certain Circumstances," of Chapter 212, "Municipal Regulation of Subdivisions and Property Development," authorizes a municipality to adopt a moratorium on property development after proper notice and two public hearings; and

WHEREAS, at the request of the City Commission, City staff is currently reviewing and analyzing all Multifamily Developments to determine whether current classifications and standards are in the best interests of the public health, safety and welfare of the City; with focus upon the shortages and need for public infrastructure and facilities created by Multifamily Developments and those issues identified in LGC Sections 212.135(b) and 212.135l(b); and

WHEREAS, the Planning and Zoning Commission and the City Commission, in compliance with Chapter 212, Subchapter E, of the Texas Local Government Code, have given requisite notice by publication and otherwise, and after holding public hearings to afford a full and fair hearing to all property owners generally and to all persons, and in the exercise of its legislative discretion have concluded that a moratorium should be imposed on applications and plans for development, permits, plats, verifications, rezonings, site plans and new or revised certificates of occupancy for Multifamily Developments within the corporate city limits of Pharr; and

WHEREAS, two public hearings were held on the following dates: City Commission on April 4, 2022, and Planning and Zoning Commission on April 11, 2022; and

WHEREAS, attached Exhibit "A" provides an initial report, working plan and time schedule for the implementation of regulations to address the shortages and needs of public facilities created by Multifamily Developments, including comprehensive plan amendments and zoning or other ordinance changes to effectuate staff's recommendations; and

WHEREAS, based upon the information provided by staff, evidence provided by citizens at the public hearings and otherwise, the summary provided in Exhibit "A" as well as other reasonably available information (the "Evidence"), all of which is incorporated herein by reference, the City Commission makes the following findings required by Section 212.135 of the LGC:

- (1) The Evidence demonstrates the extent of need beyond the estimated capacity of existing essential public facilities that is expected to result from new Multifamily Developments, including:
 - (A) the public street facilities currently operating near, at, or beyond capacity;
 - (B) the portion of that capacity committed to Multifamily Developments; and
 - (C) the impact fee revenue allocated to address the traffic management problems; and
- (2) The Evidence demonstrates that the moratorium must be citywide in its reach because the impacts of Multifamily Developments cannot be isolated to specific areas of the City, and is limited to prospective development; and

WHEREAS, the City Commission further finds, based upon the Evidence and as required by Section 212.1351 of the LGC, that the City's existing zoning, development and other regulations applicable to Multifamily Developments are inadequate to prevent that development from being detrimental to the public health, safety or welfare of the residents of the municipality, alternative methods of achieving the objectives the moratorium are unsatisfactory and the City Commission has approved a working plan and time schedule for achieving the objectives of the moratorium.

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

SECTION 1. That all of the above premises are hereby found to be true and correct legislative and factual findings of the City Commission and they are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION 2. That a moratorium is hereby adopted and imposed on applications and plans for development, permits, plats, verifications, rezonings, site plans and new or revised certificates of occupancy for Multifamily Developments within the corporate city limits of Pharr, said moratorium to allow the Planning and Zoning Commission and the City Commission to review the Comprehensive Plan, the Zoning Ordinance, the Code of Ordinances and other ordinances and regulations of the City to consider appropriate amendments, if any, to the existing regulations for Multifamily Developments, and whether to adopt any new ordinances or regulations to regulate such uses. No new, expanded or modified Multifamily Developments are to be allowed within the corporate city limits of Pharr until said review is completed and the ordinances of the City are amended as necessary, or until this moratorium, including extensions, if any, shall have expired, whichever occurs first.

SECTION 3. That except as otherwise provided herein, after the effective date of, and extending for the duration of this moratorium (including any extensions hereto), no City employee, officer, official, agency, department, board or commission of the City shall accept for filing any application or plan for development for permits, plats, verifications, rezonings, site plans and new or revised certificates of occupancy for new, expanded or modified Multifamily Developments within the corporate city limits of Pharr. Any City employee, officer, official, agency, department, board or commission of the City in receipt of any such application or plan for development shall forward the same to the Director of Development Services (the "Director"), who shall review the application or plan for development to determine whether the application or plan for development is subject to this moratorium. Receipt of an application or plan for development for the limited purpose of such review shall not constitute filing or acceptance of the application or plan for development. In the event the Director determines that an application or plan for development is subject to the moratorium, the Director shall take no further action on the application or plan for development and shall reject the same, and shall return the application or plan for development to the person or entity attempting to file the same. Further, due to the inherent limitations for monitoring and oversight of applications submitted through Accela, the City's electronic development submittal and review software system, all applications or plans for development for new, expanded or modified Multifamily Developments shall be submitted exclusively in hardcopy paper format and not through Accela for the duration of this moratorium (including any extensions hereto). Any submittal or attempted submittal of any such application or plan for development through Accela is hereby rejected, regardless of whether the applicant receives subsequent acknowledgement or notice that such application or plan for development has been rejected, and neither the Director nor any other employee or official of the City shall be obligated to provide acknowledgement or notice of rejection to the electronic applicant.

SECTION 4. That an applicant for a development of Multifamily Developments as described herein may apply for a waiver to this moratorium by submitting a written request for waiver to the City Commission, which shall be voted on by the City Commission within twenty-one (21) days after receipt of the request, or within ten (10) days after receipt if the request for waiver is based on reasons provided in Section 212.137 of the LGC. The request shall be in writing and submitted to the City Secretary, who shall forward the request to the Director for processing and recommendation to the City Commission. The City Commission may authorize or deny the requested waiver, and if authorized, direct the applicable City official to accept a completed application and process the application subject to conditions necessary to ensure that the proposed development would not cause adverse effects to the surrounding property or the City's infrastructure and to carry out the spirit and purpose of this ordinance. The City Commission should not release the applicant from the requirements of this ordinance unless the applicant first presents credible evidence from which the City Commission can reasonably conclude that (1) the application of this ordinance to the applicant would be likely to deprive the applicant of rights protected by law; or (2) the proposed development is compatible with the land use in proximity to the proposed development and permitting the development to proceed would not cause adverse effects to surrounding property or the City infrastructure or be contrary to the spirit and purpose of this ordinance.

SECTION 5. That the provisions of this ordinance do not apply to any new, expanded or modified development or use that is being constructed or is to be constructed pursuant to an Economic Development 380 Agreement with the City of Pharr or any completed application or plan for development for a permit, plat, verification, rezoning, site plan or new or revised certificate of occupancy for any new, expanded or modified Multifamily Developments that were filed prior to April 7, 2022, such date being the fifth business day after the date on which the City published notice of public hearings to consider this ordinance.

SECTION 6. That the provisions of this ordinance do not apply to applications for roof, electrical, plumbing and mechanical permits for existing Multifamily Developments if the permits are required solely for property maintenance.

SECTION 7. That this ordinance shall expire upon one hundred and twenty (120) days after its adoption unless extended as allowed by applicable law.

SECTION 8. That for purposes of this moratorium, the terms set forth herein shall have the same meanings assigned by Chapter 212, Subchapter E, of the LGC, the Pharr Zoning Ordinance and Code of Ordinances of the City, except as otherwise provided herein. "Permit" shall mean a license, certificate, approval, registration, consent, permit or other form of authorization required by law, rule, regulation, order or ordinance that a person must obtain to perform an action or initiate, continue or complete a project for which the permit is sought, including a verification, contract or agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated or controlled by a regulatory agency.

SECTION 9. That as soon as practical after the adoption of this ordinance, the Director shall publish on the City of Pharr website an advisory for the convenience of the

public, which announces the moratorium on Multifamily Developments and provides information on the duration and applicability of the moratorium, the opportunity and procedures for submitting a request for a waiver, and other pertinent terms of this ordinance.

SECTION 10. That should any word, sentence, clause, paragraph or provision of this ordinance be held to be invalid or unconstitutional, the validity of the remaining provisions of this ordinance shall not be affected and shall remain in full force and effect.

PASSED AND APPROVED on second and final reading by the City Commission of the City of Pharr, Texas, on the _____ day of _____ 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

Exhibit A

Summary of Information

Traffic and Streets

Current City ordinances have no requirement for a Traffic Impact Analysis (TIA) for all multifamily development. Therefore, development of high densities of new residents in a given area will impact traffic flows and street operations with no established requirement for studying those impacts and mitigating them through needed modifications to the street system. These modifications improve traffic flow and safety in the immediate area of a development.

Many citizens have expressed concern about the ever increasing traffic congestion throughout the City. Major roadways, where multifamily developments tend to locate, have become increasingly congested. The Institute of Traffic Engineers (ITE) Trip Generation manual indicates that multi-family development generates 7.32 trips per day for low-rise, 5.44 for mid-rise and 4.45 for high-rise structures.

Developments that may include several hundred units, could add a few thousand trips to the roadway system. While many streets are designed for and capable of absorbing such increases in vehicular trips, many streets would be adversely affected by such traffic if standards are not in place to require improvements based on a TIA.

Roadway impact fees are charged to new multifamily development at a specified rate per dwelling unit. However, roadway impact fees are to pay for specific road infrastructure identified in the roadway impact fees Capital Improvements Plan. In addition, these funds go toward projects within a service area of approximately 15 square miles. In many cases, the improvements made by these funds, while benefitting the larger street system, will not mitigate the direct impacts to the street system on the periphery of any particular proposed multifamily development.

Open Space, Parks and Recreation

The Zoning Ordinance currently has standards for open space and specific standards for swimming pools and playgrounds in multifamily development. However, these requirements are insufficient for addressing actual number of dwelling units and ultimately people that will occupy a multifamily development. Additionally, citizens desire other types of outdoor amenities not provided for in the current ordinance. Without sufficient outdoor spaces and amenities and when public parks are not in very close proximity, individuals lack the important places needed for exercise and safe places for children to play outdoors.

Quality of Development

It is important to establish minimum standards for development to help maintain quality and property values. Currently, in Pharr, the average value of each multifamily dwelling unit is \$45,506, compared to single-family, which is \$108,579. While in any community it is expected that per dwelling value of single-family dwellings will be higher than multifamily, it is important for a community to protect and enhance property values to pay for public services. Multifamily development substantially impacts public streets, parks and other public facilities, as well as the need for police, fire, and emergency medical services. Maintaining and enhancing the value of multifamily developments will help assure that adequate public services and facilities are maintained at an adequate level.

Working Plan

- Research existing multifamily zoning regulations including open space requirements and density regulations, traffic management regulations, other city's regulations and any legal parameters
- Prepare options for Commission discussion
- Draft ordinance language for Planning and Zoning Commission and City Commission consideration

Time Schedule

March 31, 2022 – Notice of Public Hearing published in the Monitor

April 4, 2022 – 1st Public Hearing and 1st reading of ordinance City Commission

April 11, 2022 – 2nd Public Hearing Planning and Zoning Commission



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: March 31, 2022

MEETING DATE: April 4, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2021-44 for modifications to the fee schedule for municipal fiber optic services.

Classification: Regular

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

Issue: Additional items are being added to the fee schedule in order to account for adding wireless mesh devices in homes when needed, as well as fees for replacing equipment if not returned when service is discontinued by customers.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Anali Alanis
Patricia Rigney
Fabiola Sanchez
City Management Office

Created/Initiated - 3/31/2022
Approved - 4/1/2022
Approved - 4/1/2022
Approved - 4/1/2022
New - 1/1/1900

ORDINANCE NO. O-2022-

AN ORDINANCE AMENDING ORDINANCE O-2021-44 CREATING AND ADOPTING THE MUNICIPAL FIBER OPTIC SERVICE FEE SCHEDULE, PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

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

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

SECTION 1: Ordinance No. 2022-___ is hereby adopted.

SECTION 2. RATES AND FEES.

A. FIBER OPTIC MONTHLY SERVICE RATES

1. Residential Monthly Rates

Residential	Speed (Mbps)	Monthly Rate
Blue Plan	500	\$25.00
Gold Plan	1,000	\$50.00

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

Small Business	Speed (Mbps)	Monthly Rate
Gold Plan	200	\$100.00

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

Enterprise	Speed (Mbps)	Monthly Rate
Green Plan	200	\$250.00
Blue Plan	600	\$350.00
Gold Plan	1,000	\$500.00

B. DEPOSIT FEES FIRST MONTH SERVICE FEE

~~A deposit of one month service shall be made for residential, small business, and enterprise commercial connections to the city's broadband internet services. Deposit shall be reimbursed or applied to any unpaid bill after service is discontinued.~~

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

C. MISCELLANEOUS FEES

Type	Fee
No Premise Access	\$25.00
Missed Appointment	\$25.00
Reconnection	\$25.00
*Upgraded Wireless Access Point	\$5.00/month
Wireless Mesh Device	\$5.00/device/month
Equipment Fees if not returned	
UPS battery backup	\$65.00
Fiber ONT	\$120.00

Standard Wifi Access Point	\$100.00
Upgraded Wifi Access Point	\$165.00
Static IP Addresses	
One-time Setup	\$50.00
SmartPak 1 (1 useable)	\$5.00
SmartPak 2 (5 useable)	\$25.00
SmartPak 3 (13 useable)	\$65.00
SmartPak 4 (29 useable)	\$145.00

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

SECTION 3: REPEALING CLAUSE.

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

SECTION 4: SEVERABILITY CLAUSE.

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

SECTION 5: EFFECTIVE DATE; PUBLICATION.

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas.

Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 6: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____ 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: March 31, 2022

MEETING DATE: April 4, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution removing one (1) board member and appointing one (1) new board member to the Tierra Del Sol Advisory Golf Club.

Classification: Regular

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

Issue: Board member Javier Martinez is hereby being removed from the Tierra del Sol Golf Course. As a result, a vacancy has been created and appointment of one new member is needed at this time.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends appointment of Michael Pacheco to the Tierra Del Sol Golf Club Advisory Board.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 3/31/2022
Approved - 4/1/2022
Final Approval - 4/1/2022

THE STATE OF TEXAS §
COUNTY OF HIDALGO § **R E S O L U T I O N**
CITY OF PHARR § **NO. R-2022-__**

WHEREAS, Ordinance No. O-99-23 created the Tierra Del Sol Golf Club Advisory Board for the City of Pharr Municipal Golf Course; and

WHEREAS, Ordinance No. O-2017-01 amended Ordinance No. O-2015-51 increasing members from seven to nine members whose terms of service are two years and three years; and

WHEREAS, board member Javier Martinez is hereby being removed from the Tierra Del Sol Golf Club Advisory Board; and

WHEREAS, appointment of one (1) member is needed for the remainder of the unexpired term. Such member shall perform duties as may be prescribed by ordinance or state law.

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

The following person is hereby appointed as member of the Tierra Del Sol Golf Club Advisory Board.

NAME:

LENGTH OF TERM:

1. _____ 2-Year term (November 1, 2023)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th day of April, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: March 31, 2022

MEETING DATE: April 4, 2022

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Presentation and update by Structural Engineering Associates.

Classification: Closed Session

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

Issue: Bridge

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Edward Wylie
City Management Office

Created/Initiated - 3/31/2022
Final Approval - 3/31/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: March 31, 2022

MEETING DATE: April 4, 2022

FROM: Olga Garza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR: Olga Garza

Agenda Item: Consideration and action, if any, on the purchase of a fuel & lube truck from Rush Truck Center, out of Pharr, Texas through Buyboard Contract No. 601-19, in the amount of \$213,325.16.

Classification: Regular

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

Issue: Purchase of Fuel & Lube Truck to service heavy machinery at job site.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of this purchase.

Alternatives: This Fuel & Lube Truck is budgeted for this Fiscal Year 2021-2022 and the purpose is to have the necessary resources to service heavy machinery at the job site and assisting other departments as needed. By not having this unit, staff would continue their current operations which is in a smaller scale and it would require them to transport machinery to get serviced when necessary, which is very inefficient.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Garza
Annie Reeves
Patricia Rigney
Ignacio Amezcua
Fabiola Sanchez
City Management Office

Created/Initiated - 3/31/2022
Approved - 3/31/2022
Approved - 3/31/2022
Approved - 4/1/2022
Approved - 4/1/2022
Final Approval - 4/1/2022

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor **RUSH TRUCK CENTER** Date Prepared **3/28/2022**
 Contact for Vendor: **COLTON KRUSE** Phone **(830) 320-5219**
 End User: **City of Pharr**
 End User Contact: **Robert Vela** Phone/Fax **(956) 787-9772**
 Product Description: **Hino L7 Fuel & Lube**

A: Base Price in Bid/Proposal Number: 601-19		Series: L7/338	\$ 63,075.00
B: Published Options(Itemize Below)			
	DESCRIPTION	AMOUNT	
Hino	33K GVWR	\$ 14,247.00	
Hino	Single Frame/Cummins B6.7L 260	\$ 2,094.00	
Hino	Automatic Engine Temp Shutdown/Cummins inline DOC	\$ 1,230.00	
Hino	Allison 2500 RDS/Allison Fuel Sense	\$ 683.00	
Hino	Shock Absorber/Rear Helper Spring	\$ 1,045.00	
Hino	Diff Lock/Air Brake	\$ 2,763.00	
Subtotal Column 1: \$ 22,062.00		Subtotal Column 2: \$ 146,687.16	
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")			\$ 168,749.16

C: Subtotal of A + B		\$ 231,824.16
D: Non Published Options		
Niece 1K Fuel & Lube Body with Options	\$ (20,887.00)	
Subtotal Column 1: \$ (20,887.00)	Subtotal Column 2: \$ -	

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ (20,887.00)

E: Contract Price Adjustment (If any, explain here)		

F: Total of C + D +/- E \$ 210,937.16

G: Quantity ordered Units: 1.00 x \$ 210,937.16

H: BUYBOARD Administrative Fee \$ 400.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
Freight	\$ 1,988.00	x	1	\$ 1,988.00	
					\$ 1,988.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 213,325.16

REQUEST FOR AVAILABILITY OF FUNDS

CONSTRUCTION ☐ PURCHASE ☒

PURCHASE & INSTALLATION ☐

DEPARTMENT SUBMITTING REQUEST:

SERVICE ☐ SUPPLY ☐

TYPE/PRINT NAME: OLGA GARZA

SIGNATURE: 

TITLE: PUBLIC WORKS DIRECTOR

DEPARTMENT: PAUBLIC WORKS

DATE: 03/02/2022

PROJECT NAME AND DESCRIPTION (indicate special funding requirements):

FUEL AND LUBE TRUCK

STATE/FEDERAL FUNDING (SPECIFY AGENCY(IES)):

STATE/FEDERAL GRANTS (SPECIFY AGENCY(IES)):

ACCOUNT NUMBER/PROJECT ID: 01-51700-8803

ESTIMATED COST: 200,000.00

ACCOUNT NUMBER/PROJECT ID: 01-51700-8804

ESTIMATED COST: 13,325.16

BUDGET INFORMATION:

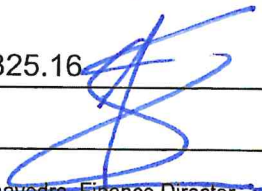
BUDGETED ☒ NOT BUDGETED ☐

FUND NAME: CAPITAL OUTLAY

ACCOUNT NUMBER(S):

INCLUDE PROJ.ID(S):

AMOUNT: \$ 213,325.16

FINANCE SIGNATURE: 

TITLE: Karla Saavedra, Finance Director

DATE: 3/31/22

Fabiana Sanchez
Asst. Finance Director

CITY MANAGER'S AUTHORIZATION TO SOLICIT BIDS:

APPROVED: ☐ SIGNATURE: _____

DATE: _____

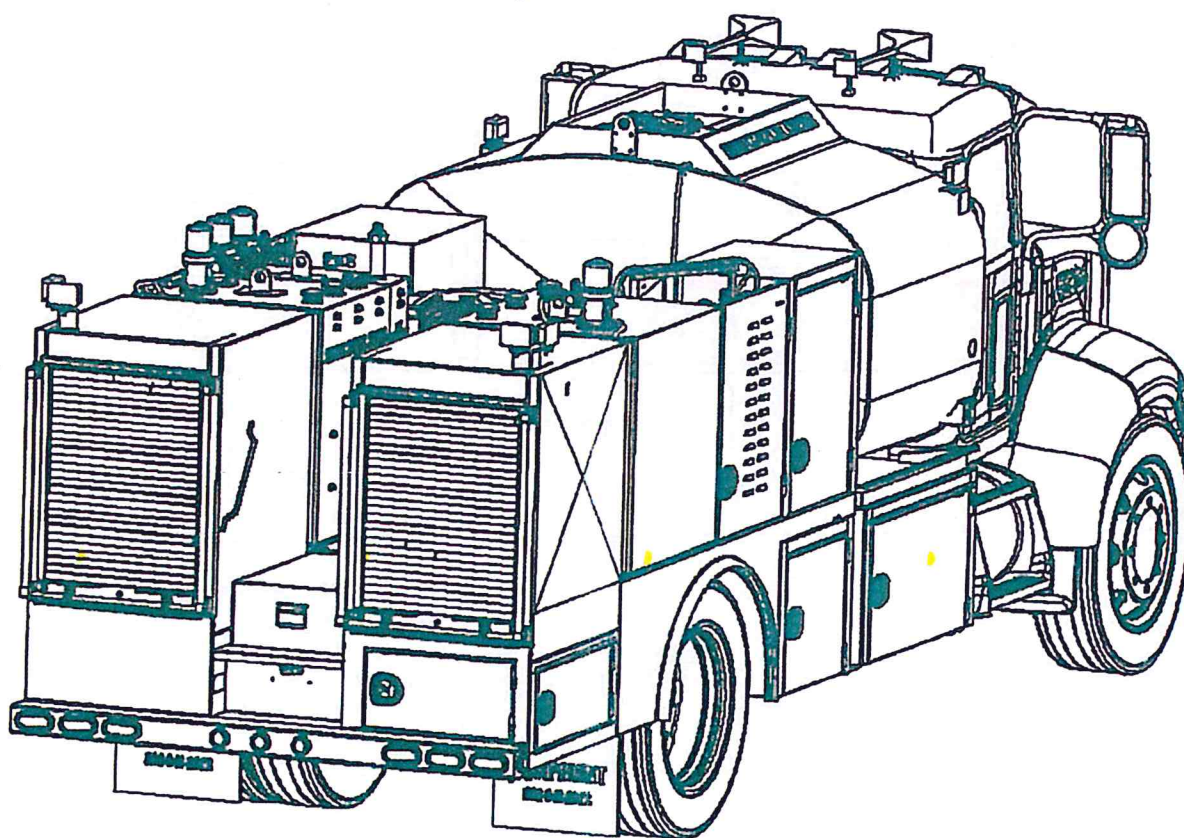
DISAPPROVED: ☐ SIGNATURE: _____

DATE: _____



Operations Maintenance Technical Data Parts List

MANUAL NFL • REV B DEC 2020

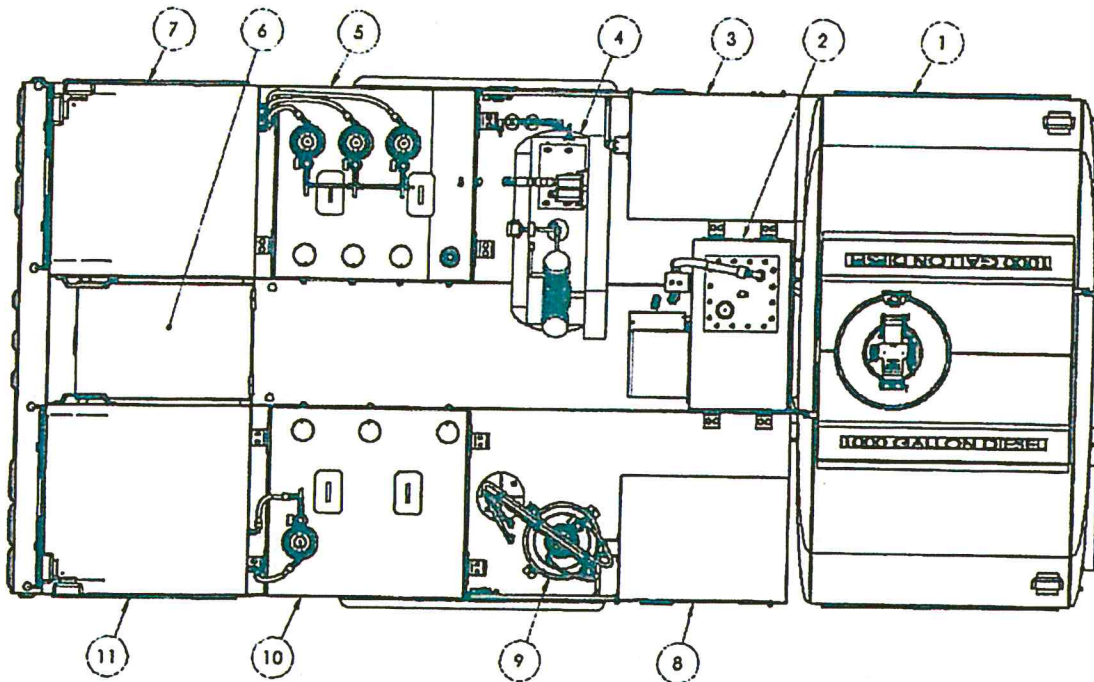


NIECE EQUIPMENT FUEL/LUBE TRUCK

NFL1000, NFL2000

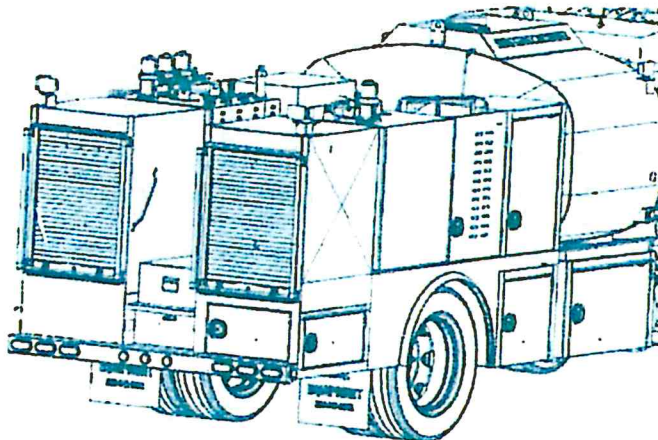
LUBE BED OVERVIEW

Note: NFL1000 shown.



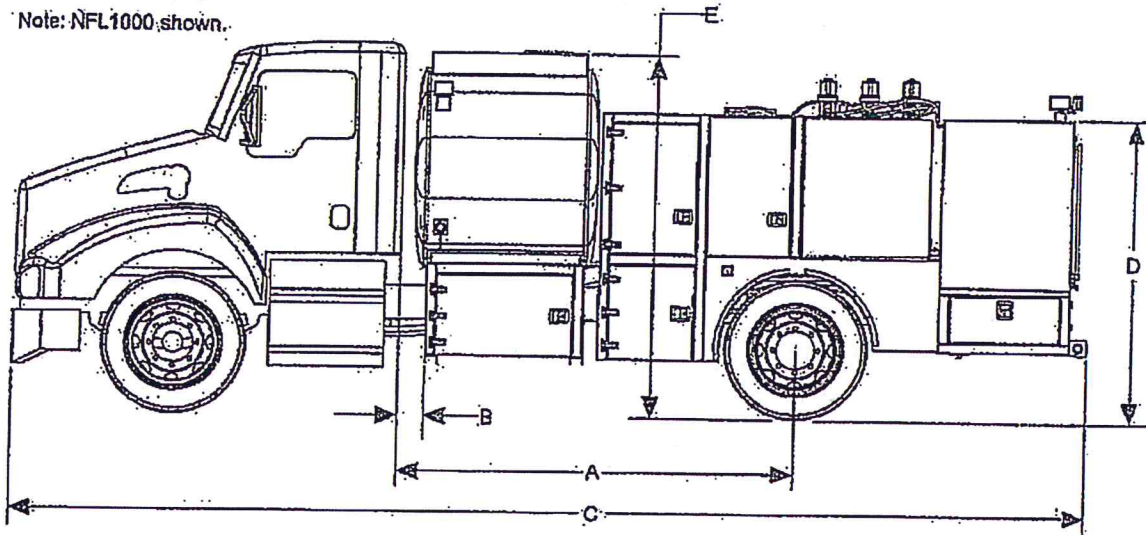
Fuel/Lube Bed - Top

1. Diesel Tank
2. 60 Gallon Hydraulic Reservoir
3. Street Side Top Cabinet
4. Air Compressor
5. Street Side Product Bank Tank
6. Rear Hatch Pump Compartment
7. Street Side Reel Cage
8. Curb Side Top Cabinet
9. Grease Station
10. Curb Side Product Bank Tank
11. Curb Side Reel Cage
12. Used Filter Drawer
13. Rear Control Panel
14. Pump Compartment
15. Curb Side Bottom Cabinet (Street Side Bottom Cabinet not shown)
16. Curb Side Toolbox (Street Side Toolbox not shown)



TRUCK DIMENSIONS

Note: NFL1000 shown.



DIM	NFL2000	NFL1000
A	168" (CT)	120" (CA)
B	8"	8"
C*	383"	323 1/2"
D*	92 1/2"	92 1/2"
E*	110"	110"

*Dimensions for reference only.

TRUCK HARDWARE

SIZE	PLAIN	ZINC PL.
1/2-13	106	96
5/8-11	212	191
3/4-10	376	339

Recommended Assembly
Torques (ft./lbs.)

Niece Trucks are built with Production Grade 8 coarse thread matched system components (bolts, nuts, washers) with ultimate tensile strength of 150,000 PSI minimum.

Niece Equipment uses both plain-dry (Plain) and zinc-plated (Zinc Pl.) hardware.

Note: the recommended assembly torque values in the table to the left are offered as a guide only.

Note: all torque values are based upon using matched system components and have been tightened from the nut.

Note: subsequent variables such as oil or other lubricants may appreciably alter these values and must be taken into consideration.

WARNING! It is imperative that all bed and tank mounting bolts are inspected regularly.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: March 30, 2022

MEETING DATE: April 4, 2022

FROM: Kenneth Ennis, Communications
Director

DEPARTMENT: Communications

DIRECTOR: Kenneth Ennis

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement with Air Medical Technologies LLC. out of Reno, Nevada for flight dispatch software services for emergency and non-emergency dispatching of the Pharr Emergency Medical Services flight resources.

Classification: Regular

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

Issue: Dispatching of flight resources requires specialized software which Public Safety Communications currently does not have. This agreement with Air Medical Technologies will provide us with access to such software via a web based portal.

Fiscal Consideration: This agreement is on a month by month basis allowing for the City of Pharr to exit with a 30 day notice.

Staff Recommendation: Staff recommends approval

Alternatives: none

Exclude Material from Public Packet? No

Reason: none

ROUTING:

Kenneth Ennis
Fabiola Sanchez
Patricia Rigney
City Management Office

Created/Initiated - 3/30/2022
Approved - 3/31/2022
Approved - 3/31/2022
Final Approval - 4/1/2022

AIR MEDICAL TECHNOLOGIES LLC

APPENDIX B - TERMS AND CONDITIONS

1. **Software License.** City of Pharr (“Customer”) shall have access to “Web Client,” “Skids Up,” and “AMT: Launch” software provided by Air Medical Technologies, LLC (“AMT”) (collectively, the Software). AMT shall grant Customer a limited, non-exclusive, non-transferable right to use the Software, and with respect to AMT: Launch, ten licenses for the AMT: Launch application. Additional licenses for the AMT: Launch application shall be subject to the additional charges set forth herein. AMT shall set up and install the Software.

2. **Price.** The purchase price is set forth in the quote provided to Customer to which these Terms and Conditions are attached (the “Quote”). Payments for each month are due on the first day of that month. If a payment is not made on the first day of the month, Customer shall pay AMT an additional amount equal to 15% of the payment as a late fee. If a payment is made later than fifteen days after the first day of the month in which that payment is due, AMT shall have the right to immediately terminate its relationship with Customer and the services and licenses hereunder, and declare Customer in default.

3. **Term.** AMT shall provide the specified services on a month to month basis. Customer or AMT may cancel this arrangement by giving the other party a written notice of cancellation 7 days in advance of the cancellation.

4. **Customer Responsibilities.** Customer shall be responsible for obtaining and maintaining its own internet access and equipment and services necessary to connect to, access, or otherwise use the Software. Customer shall be responsible for maintaining the security of its own equipment, information, and data, its login credentials, and files.

5. **Additional Services.** Any additional services or products requested by Customer shall be subject to a separate agreement between the parties setting forth the scope of the work, price, and schedule.

6. **Title and Use.** AMT shall own all intellectual property rights related to the Software and related services offered and/or performed pursuant to the Quote and these Terms and Conditions. Customer shall not, directly or indirectly: (a) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements to the Software; or (b) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software. Furthermore, Customer shall not reproduce, sell, assign, rent, distribute, or grant rights to the Software to any third party, or use the Software or related services in violation of any applicable law or regulation. Title to and ownership of the Software and all related intellectual property shall remain the exclusive property of AMT. Customer

acknowledges that any unauthorized copying or use of the Software or any related intellectual property right is a breach of these Terms and Conditions. For the avoidance of doubt, the Quote and these Terms and Conditions shall not be construed to grant to Customer or any other third party any ownership right, title, or interest in or to any of the Software, related services, or improvements or derivations thereof.

7. **No Warranties.** AMT shall not be responsible for any damages suffered as a result of misuse, accident, modification, failure to properly maintain or operate any Software in a suitable physical or operating environment, improper maintenance by Customer, or failure caused by equipment, products, or software AMT did not provide or authorize. **THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. AMT SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

8. **Confidentiality.** Customer agrees that AMT is providing the Software with restricted rights. Use, duplication, or disclosure is forbidden without the express prior written permission of AMT. Unpublished rights are reserved under the copyright laws of the United States. Customer agrees that the Quote, these Terms and Conditions, AMT’s pricing and features, AMT’s Software, and aspects of the Software, including the specific design, source code, functions, and structure of individual programs (Confidential Information), constitute trade secrets and/or copyrighted material of AMT, and may not be disclosed to a third party unless required by applicable law. If disclosure of any Confidential Information is required by applicable law, Customer shall promptly give AMT 3rd Party Notice so that AMT can take reasonable steps to seek withholding from the Attorney General.

9. **Indemnity.** To the extent allowed by applicable law, Customer shall defend, indemnify, and hold AMT and its subsidiaries, affiliates, officers, directors, employees, and agents harmless against any losses, liabilities, damages, claims, and expenses, including attorney fees, and all other costs, fees, expenses, and charges of any kind, arising out of or related to any personal injury, death, or property damage caused by any negligent act, negligent omission, or willful misconduct of Customer or Customer’s subsidiaries, affiliates, officers, directors, employees, and agents.

AMT SHALL NOT BE LIABLE WHATSOEVER FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, LIQUIDATED, OR INCIDENTAL DAMAGES OR LOST PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMT SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS ARISING OUT OF OR RELATED TO A BREACH OF CUSTOMER’S DATA SECURITY SYSTEM. AMT’S LIABILITY TO CUSTOMER UNDER ALL CIRCUMSTANCES SHALL BE LIMITED TO THE FEES FOR THE SERVICES ACTUALLY PAID BY CUSTOMER DURING THE TWELVE-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE UNDERLYING CLAIM.

10. **Force Majeure.** In no event shall AMT be liable for any failure or delay in performance arising out of or caused by, directly or indirectly, acts of God, war, government regulation, threats or acts of terrorism or similar acts, governmental travel advisories, disaster,

strikes, epidemic, civil disorder, curtailment of transportation facilities, or any other cause beyond AMT's control, making it inadvisable, illegal, or impossible to perform AMT's obligations.

11. **Waiver of Jury Trial; Attorney Fees.** To the extent allowed by applicable law, in the event that Customer breaches any provision in these Terms and Conditions or any suit or action is instituted to enforce any provision in these Terms and Conditions, AMT shall be entitled to recover from the Customer all fees, costs and expenses, including without limitation, AMT's reasonable attorney fees and litigation costs, incurred by AMT as a result of such a breach, suit or action.

12. **Applicable Law; Exclusive Jurisdiction and Venue.** The Quote and these Terms and Conditions shall be governed by the laws of the State of Nevada, without giving effect to its conflict of law rules. The parties irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts located in Hidalgo County, Texas.

13. **Successors and Assigns.** These Terms and Conditions shall be binding on the parties, and on their successors and assigns. Customer may not assign any rights under the Quote or these Terms and Conditions, in whole or in part, without the written consent of AMT.

14. **Amendment.** The Quote and these Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings, representations, agreements, both verbal and written, with respect to the subject matter hereof, and may be amended or modified only by a written agreement signed by an authorized representative of each party hereto.

15. **Waiver.** Waiver by either party of any term or condition or any breach hereof shall not constitute a waiver of any other term or condition or breach.

16. **Notices.** Any notices shall be given in writing via United States First Class Mail, postage prepaid, to the addresses indicated in the Quote or such other address as is indicated in writing by the party to be notified to the other party.

City of Pharr

AIR MEDICAL TECHNOLOGIES

Ed Wylie, Interim City Manager

Approved As to Form:

Patricia Rigney, City Attorney

AIR MEDICAL TECHNOLOGIES LLC

9813 FISHERMANS REEF CT

P: (559) 310-7999

Email: joey@airmedicaltech.com

RENO, NV 89506

To: **City of Pharr**
Address: 100 W. Ferguson St
Pharr, TX 78577

Phone: 956-402-4911
Email: kenneth.ennis@pharr-tx.gov

Quote Date: 1/23/22
Quote Expires: 4/1/22

Quote for AMT Software Suite

Item	Description	Qty	Payable	Comments	Price
CAD	AMT web-based Computer Aided Dispatch System for 2 aircraft	1	Monthly	First month is free	\$2,000.00
Skids Up	Skids Up mobile application	1	Monthly	First month is free	incl. in above charge
AMT: Launch	AMT: Launch Mobile Application (10 licenses included)	1	Monthly	First month is free	incl. in above charge
Setup	Fee for initial setup of application	1	One Time Fee	Waived	
				TOTAL	\$ 2,000.00

This quote is for (2) aircraft. Additional aircraft will incur a fee of \$250/month, per additional aircraft. Additionally, 10 licenses to the AMT: Launch application are included, additional licenses will incur an additional \$10/month charge per additional license. See Appendix A for full pricing table. This pricing table is unique to this quote, and expires simultaneously. This quote is subject to the Terms and Conditions attached hereto as Appendix B and incorporated by reference as if set forth fully herein.

Customer may confirm its acceptance by signing below.,

Customer Name (Print):

Date:

Customer Signature:

P.O.#:

AIR MEDICAL TECHNOLOGIES LLC

APPENDIX B - TERMS AND CONDITIONS

1. **Software License.** City of Pharr ("Customer") shall have access to "Web Client," "Skids Up," and "AMT: Launch" software provided by Air Medical Technologies, LLC ("AMT") (collectively, the Software). AMT shall grant Customer a limited, non-exclusive, non-transferable right to use the Software, and with respect to AMT: Launch, ten licenses for the AMT: Launch application. Additional licenses for the AMT: Launch application shall be subject to the additional charges set forth herein. AMT shall set up and install the Software.

2. **Price.** The purchase price is set forth in the quote provided to Customer to which these Terms and Conditions are attached (the "Quote"). Payments for each month are due on the first day of that month. If a payment is not made on the first day of the month, Customer shall pay AMT an additional amount equal to 15% of the payment as a late fee. If a payment is made later than fifteen days after the first day of the month in which that payment is due, AMT shall have the right to immediately terminate its relationship with Customer and the services and licenses hereunder, and declare Customer in default.

3. **Term.** AMT shall provide the specified services on a month to month basis. Customer or AMT may cancel this arrangement by giving the other party a written notice of cancellation 7 days in advance of the cancellation.

4. **Customer Responsibilities.** Customer shall be responsible for obtaining and maintaining its own internet access and equipment and services necessary to connect to, access, or otherwise use the Software. Customer shall be responsible for maintaining the security of its own equipment, information, and data, its login credentials, and files.

5. **Additional Services.** Any additional services or products requested by Customer shall be subject to a separate agreement between the parties setting forth the scope of the work, price, and schedule.

6. **Title and Use.** AMT shall own all intellectual property rights related to the Software and related services offered and/or performed pursuant to the Quote and these Terms and Conditions. Customer shall not, directly or indirectly: (a) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements to the Software; or (b) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software. Furthermore, Customer shall not reproduce, sell, assign, rent, distribute, or grant rights to the Software to any third party, or use the Software or related services in violation of any applicable law or regulation. Title to and ownership of the Software and all related intellectual property shall remain the exclusive property of AMT. Customer acknowledges that any unauthorized copying or use of the Software or any related intellectual property right is a breach of these Terms and Conditions. For the avoidance of doubt, the Quote and these Terms and Conditions shall not be construed to grant to Customer or any other third party any ownership right, title, or interest in or to any of the Software, related services, or improvements or derivations thereof.

7. **No Warranties.** AMT shall not be responsible for any damages suffered as a result of misuse, accident, modification, failure to properly maintain or operate any Software in a suitable physical or operating environment, improper maintenance by Customer, or failure caused by equipment, products, or software AMT did not provide or authorize. **THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. AMT SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

8. **Confidentiality.** Customer agrees that AMT is providing the Software with restricted rights. Use, duplication, or disclosure is forbidden without the express prior written permission of AMT. Unpublished rights are reserved under the copyright laws of the United States. Customer agrees that the Quote, these Terms and Conditions, AMT's pricing and features, AMT's Software, and aspects of the Software, including the specific design, source code,

functions, and structure of individual programs (Confidential Information), constitute trade secrets and/or copyrighted material of AMT, and may not be disclosed to a third party. Customer shall use at least the same degree of care in protecting the Confidential Information as it uses with respect to its own confidential information.

9. **Indemnity.** Customer shall defend, indemnify, and hold AMT and its subsidiaries, affiliates, officers, directors, employees, and agents harmless against any losses, liabilities, damages, claims, and expenses, including attorney fees, and all other costs, fees, expenses, and charges of any kind, arising out of or related to any personal injury, death, or property damage caused by any negligent act, negligent omission, or willful misconduct of Customer or Customer's subsidiaries, affiliates, officers, directors, employees, and agents.

AMT SHALL NOT BE LIABLE WHATSOEVER FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, LIQUIDATED, OR INCIDENTAL DAMAGES OR LOST PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMT SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS ARISING OUT OF OR RELATED TO A BREACH OF CUSTOMER'S DATA SECURITY SYSTEM. AMT'S LIABILITY TO CUSTOMER UNDER ALL CIRCUMSTANCES SHALL BE LIMITED TO THE FEES FOR THE SERVICES ACTUALLY PAID BY CUSTOMER DURING THE TWELVE-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE UNDERLYING CLAIM.

10. **Force Majeure.** In no event shall AMT be liable for any failure or delay in performance arising out of or caused by, directly or indirectly, acts of God, war, government regulation, threats or acts of terrorism or similar acts, governmental travel advisories, disaster, strikes, epidemic, civil disorder, curtailment of transportation facilities, or any other cause beyond AMT's control, making it inadvisable, illegal, or impossible to perform AMT's obligations.

11. **Waiver of Jury Trial; Attorney Fees.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED HEREBY. In the event that Customer breaches any provision in these Terms and Conditions or any suit or action is instituted to enforce any provision in these Terms and Conditions, AMT shall be entitled to recover from the Customer all fees, costs and expenses, including without limitation, AMT's reasonable attorney fees and litigation costs, incurred by AMT as a result of such a breach, suit or action.

12. **Applicable Law; Exclusive Jurisdiction and Venue.** The Quote and these Terms and Conditions shall be governed by the laws of the State of Nevada, without giving effect to its conflict of law rules. The parties irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts located in Washoe County, Nevada.

13. **Successors and Assigns.** These Terms and Conditions shall be binding on the parties, and on their successors and assigns. Customer may not assign any rights under the Quote or these Terms and Conditions, in whole or in part, without the written consent of AMT.

14. **Amendment.** The Quote and these Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings, representations, agreements, both verbal and written, with respect to the subject matter hereof, and may be amended or modified only by a written agreement signed by an authorized representative of each party hereto.

15. **Waiver.** Waiver by either party of any term or condition or any breach hereof shall not constitute a waiver of any other term or condition or breach.

16. **Notices.** Any notices shall be given in writing via United States First Class Mail, postage prepaid, to the addresses indicated in the Quote or such other address as is indicated in writing by the party to be notified to the other party.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.B.

DATE SUBMITTED: March 30, 2022

MEETING DATE: April 4, 2022

FROM: Kenneth Ennis, Communications
Director

DEPARTMENT: Communications

DIRECTOR: Kenneth Ennis

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the maintenance agreement with Tyler Technologies New World out of Plano, Texas for updated Performance Dashboard services in the amount of \$5,583.30

Classification: Regular

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

Issue: Currently, operating Dashboard Services, which are outdated and no longer supported.

Fiscal Consideration: The addition of the performance dashboard will allow us to effectively run Key Performance Indicator reports quicker and more efficiently.

Staff Recommendation: Staff recommends approval

Alternatives: None

Exclude Material from Public Packet? No

Reason: None

ROUTING:

Kenneth Ennis
Fabiola Sanchez
Patricia Rigney
City Management Office

Created/Initiated - 3/30/2022
Approved - 3/30/2022
Approved - 3/30/2022
Final Approval - 4/1/2022



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and the Tyler client identified in the signature block below ("Client").

WHEREAS, Tyler and the Client are parties to an agreement through which Tyler licenses the New World Dashboard Software indicated below ("Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement to replace the New World Dashboard Software with Tyler's Performance Dashboard software as further detailed herein;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. **Add Performance Dashboard.** The Performance Dashboard software set forth in the sales quotation attached as Exhibit 1 to this Amendment (the "Amendment investment Summary") is hereby added to the Agreement as of the first date the Performance Dashboard environment is made available to you. Your Year one SaaS fees for the Tyler Performance Dashboard will be invoiced on the first day following your current annual maintenance term for Tyler New World Dashboard Software in a lump sum amount together with your then-current annual fees. On an annual basis thereafter, we will invoice you the SaaS fees at our then-current rates. Notwithstanding language to the contrary in the below-linked Socrata Terms and Conditions, your first annual SaaS Term for Performance Dashboard commences on the first day following expiration of your current annual maintenance term for Tyler New World Dashboard Software.
2. **Remove Tyler New World Dashboard Software.** Tyler New World Dashboard Software listed below is hereby removed from the Agreement as of the first date the Performance Dashboard environment is made available to you. Upon such date, Client's license to use such software is terminated, as are Tyler's obligations to support, maintain and update such software.

Software License	Associated Annual Maintenance & Support Fee
^CAD Dashboards	\$0
^LE Records Management Dashboards	\$1,678.85
^Fire Records Management Dashboards	\$2,225.60
^Corrections Dashboards	\$1,678.85
Total: \$5,583.30	

3. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions available here: <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service> with respect to the Performance Dashboard software as more particularly described in Exhibit 1 attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement and if the Agreement terminates so does Client's access to the Performance Dashboard software. Specific to the Socrata items added to the Agreement by this Amendment, in the event of a

Commented [KJR1]: Insert annual fee for applicable applications.

Remove all others.

Sum of listed fees must equal Ex 1 annual fee.



conflict between any term or provision in the Amendment and any term or provision in the Agreement, the terms of the Amendment shall govern. The Agreement shall otherwise remain and continue in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Pharr, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

Annual/SaaS

Description	Annual Fee
Performance Dashboard	\${insert annual fee}

Tyler Technologies, Inc.

☒ New Contract ☐ New/Upgrade ☒ Upgrade ☐ 3rd Party ☐ Services ☐ SSMA

Customer: Phan TX NWPS No: 1128 Softrax No: 44236

Population: 70400 Platform: EAT Original Contract Date: 8-18-03

Contract ID No: PHAR-17A2D Project: CAD, RMS, Corrections

Signature Date: 10-20-17 Distribution Date: 10-20-17 DSS Mobile

PUBLIC SAFETY DIVISION

- ☐ Greg Sebastian, President
- ☐ Bryan Proctor, SVP
- ☐ Craig Nelson
- ☐ Brian Leary
- ☐ Kevin Flynn
- ☐ Bob Motzny
- ☐ Sean Gallagher
- ☐ Craig Salyers
- ☐ Erin Miller
- ☐ Paul Case
- ☐ Britt Wollenweber
- ☐ Ray Taylor
- ☐ Ryan Yoakam
- ☐ Teri Oger
- ☐ Jonathan Cook
- ☐ David Wright
- ☐ Sue Knowlton
- ☐ Cindy Barber

ACCOUNTING / DISTRIBUTION

- ☐ Dean Chmiel
- ☐ Steve McDonald
- ☐ Chuck Twigg
- ☐ Dennis Kleinedler

SALES / MARKETING / HARDWARE

- ☐ Rick McHenry, Director of Marketing
- ☐ Carolee Beyer (Sales Admin)
- ☐ Nancy Spencer (Sales Contracts)
- ☐ Jennifer Korsak (Third Party, Hardware)
- ☐ Scott Bitoff (Third Party, Hardware)
- ☐ Regina Sebastian
- ☐ Kathy Fant
- ☐ Sales Director Wandrei
- ☐ Account Rep Jones / Kayman
- ☐ Client Executive Fitzgerald

ORIGINALS

Date Returned 10-20-17

Customer Joel Lobles

Title Interim Chief

OTHERS

- ☐ _____
- ☐ _____
- ☐ _____

Contract considered a: ☒ New Sale ☐ Upgrade Sale



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Tyler had previously granted Client access to certain New World software products licensed to another government entity, the City of McAllen ("McAllen");

WHEREAS, Client desires to receive its own licenses to such software products, as set forth in the Investment Summary, and Tyler desires to grant such licenses to Client; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means CITY OF PHARR, TX.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is provided at Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have

- licensed the Tyler Software. Our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software.
 - **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
 - **"Third Party Products"** means the Third Party Software and Third Party Hardware.
 - **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
 - **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
 - **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
 - **"we", "us", "our"** and similar terms mean Tyler.
 - **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by

completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines

and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You

will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate

your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as

well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by

us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. Entire Agreement. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential

information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Statement of Work |
| | Schedule 1: Implementation and Training Support Services |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Pharr

By: [Signature]

Name: Greg Sebastian

Title: President, Public Safety Division

Date: 10-20-17

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

By: [Signature]

Name: Ed Wylie

Title: Deputy City Manager

Date: 10-17-17

Address for Notices:

City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577
Attention: City Manager

APPROVED BY
CITY COMMISSION
ON: 10-16-17 HP

**CITY OF PHARR
CONTRACT**

NO C1718-01-512-0004



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Investment Summary - Budgetary
PHARR POLICE DEPARTMENT, TX
September 10, 2017

Tyler Software and Services

A. License Fees		\$212,721
1) Licensed Standard Software	\$759,005	
2) Less Discount	(358,023)	
3) Less Loyalty Discount	(188,261)	
B. Professional Services		206,795
1) Project Management		
2) Implementation and Training		
3) Systems Assurance and Software Installation		
4) Interface Installation Fees including GIS Implementation		
5) Decision Support Software Implementation Services		
C. Third Party Products and Services		100,725
1) Third Party Products and Services		
D. Travel and Living Expenses (Estimate)		34,000
	TOTAL ONE TIME COST	<u>\$554,241</u>

Maintenance

E. Maintenance and Support Fees		
1) Maintenance and Support Services:		
Includes Emergency 24/7 Maintenance for CAD only		
	Year 1 Maintenance	No Charge
	Year 2 Maintenance	\$91,714

NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust its prices accordingly.

PHARR POLICE DEPARTMENT, TX

September 10, 2017

A. LICENSE FEES		
ITEM	DESCRIPTION	INVESTMENT
CAD		
1.	New World Enterprise Combined LE/Fire/EMS CAD	\$86,130
	- CAD Mapping	
	- Call Entry	
	- Call Control Panel	
	- Unit Recommendations	
	- Unit Status and Control Panel	
	- Call Stacking	
	- CAD Messaging	
	- Call Scheduling	
	- Dispatch Questionnaire	
	- Fire Equipment Search/Fire Equipment Move	
	- GIS/Geo-File Verification	
	- Hazard and Location Alerts	
	- Hazmat Search	
	- Hydrant Inventory	
	- Access to New World LE Records	
	- Access to New World Fire Records	
	- Note Pads	
	- Proximity Dispatch (Requires CAD AVL and Mobile)	
	- Rip-N-Run Remote Printing	
	- Run Cards/Response Plans	
2.	Additional New World Enterprise Software for Computer Aided Dispatch	
	- BOLOs	9,000
	- CAD AVL	9,000
	- Service Vehicle Rotation (Wrecker, Ambulance)	9,000
	- Web CAD Monitor	20,000
3.	New World Enterprise Third Party Interface Software	
	- CAD to CAD Interface	15,000
	- CAD Paging Interface	9,000
	<i>Supports SNPP, SMTP, Standard TAP, WCTP</i>	
	- E-911 Interface	9,000
	- NG911 Interface (text to 911)	15,000
	<i>supports West Viper</i>	
	On-Line Modules	
	- On-Line CAD Interface to State/NCIC	9,000
	<i>Includes state-specific standard forms</i>	
	- Fire Records Interface (one-way interface)	18,000
	<i>Supports Firehouse (Requires ACS Firehouse CAD monitor, not included), High Plains, Sunpro, ImageTrend</i>	
SUB-TOTAL CAD MODULES		\$208,130

LAW ENFORCEMENT RECORDS

4. New World Single Jurisdiction Base Law Enforcement Records	47,520
- Accidents	
- Activity Time Tracking	
- Arrest	
- Business Registry	
- Case Processing	
- Computer Aided Investigations	
- Federal Reports (UCR/IBR)	
- GIS/Geo-File Verification	
- Impounded Vehicles	
- Incident Tracking	
- Jacket Processing	
- Personnel/Education	
- Property	
- Traffic Tickets and Citations	
- Wants and Warrants	
- Virtual Jackets (<i>multi-jurisdiction only</i>)	
5. New World Federal and State Compliance Reporting for LE Records	
- Federal UCR/IBR	16,000
6. Additional New World Software for Law Enforcement Records	
- Alarm Tracking and Billing	12,000
- Career Criminal Registry (parolee, sex offender)	8,000
- Case Management	8,000
- Data Analysis/Crime Mapping/Management Reporting	18,000
- Demographic Profiling Reporting	12,000
- Field Investigations	8,000
- Gang Tracking	12,000
- Orders of Protection	12,000
- Property Room Bar Coding	8,000
- Web Briefing Notes	9,000
7. New World Third Party LE Records Interface Software	
- New World State/NCIC Interface	13,000
Includes state-specific standard forms	
On-Line Modules	
Includes state-specific standard forms	
- On-Line Global Subjects Interface to State/NCIC	9,000
- On-Line Orders of Protection Interface to State/NCIC	9,000
8. New World Imaging Software	
- Public Safety Lineups/Mug Shots	22,000

SUB-TOTAL RECORDS MODULES	\$223,520
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CORRECTIONS

9. New World Corrections Management Software Base Package	46,980
- New World LE Records Interface	
- Bookings	
- D/L Swipe for Visitors (requires add'l third party hardware)	
- Incident Tracking	
- Inmate Property Tracking	
- Inmate Classification	
- Inmate Housing	
- Mass Move	
- Inmate Scheduling and Tracking	
- Inmate Contacts (visitor, mail, phone, emergency)	
- Inmate Programs (courses)	
- Inmate Activity Log	
- Trustee	
- Case Management	
- Corrections Officer Log	
- Finance Management (inmate, facility)	
- Jacket Processing	
- Business Registry	
- Personnel/Education	
- GIS/Geo-File Verification	
10. New World State Compliance Reporting for Corrections	18,000
- State Corrections Reporting	
11. Additional New World Software for Corrections Management	
- Data Analysis/Crime Mapping/Management Reporting	8,000
12. New World Third Party Corrections Interface Software	
- Livescan Interface	9,000
<i>Supports FTP, UNC or File Share for communication using the b.txt or NIST file formats</i>	
SUB-TOTAL CORRECTIONS MODULES \$81,980	
<u>DECISION SUPPORT SOFTWARE</u>	
13. Law Enforcement Management Data Mart (CAD, RMS)	
- Includes 5-6 users	10,000
Dashboards for Law Enforcement	14,000
14. Corrections Management Data Mart	
- Includes 2 users	4,000
Dashboards for Corrections Management	14,000
SUB-TOTAL DECISION SUPPORT MODULES \$42,000	

NEW WORLD DATA SHARING

15. Multi-Server Search	15,000
16. Web Consolidated Search	
- Web Query	15,000

SUB-TOTAL NEW WORLD LINK SOFTWARE MODULES	\$30,000
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MOBILE SOFTWARE

17. New World Mobile Messaging Server	\$65,000
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CLIENT SOFTWARE

18. New World Mobile Software			
<u>Mobile Messaging</u>			52,000
Dispatch/Messaging/State/NCIC (65 units)	400 ea.	26,000	
Drivers License Mag Stripe Reader/Barcode Reader Interface (65 Units)	100 ea.	6,500	
Mugshot Image Download (65 units)	100 ea.	6,500	
State Photo Download (65 Units)	100 ea.	6,500	
In-Car Mapping / AVL (65 Units)	100 ea.	6,500	
19. New World Field-Based Reporting Server			45,000
State Compliance			
Mobile Upload of Field Reports			
20. New World Field-Based Reporting Software			
<u>Field-Based Reporting</u>			11,375
LE Field Reporting (Federal Standards) (65 units)	400 ea.	26,000	
- Incident (1 form)			
- Case (1 form)			
- Arrest (1 form)			
- Supplement (1 form)			
- Impound Vehicle (1 form)			
MCT Ticket Writer Interface (65 units)	75 ea.	4,875	
Field Investigation Field Reporting (1 Form) (65 Units)	100 ea.	6,500	
Demographic Profiling Questionnaire	75 ea.	4,875	
Includes 1 New World Report (65 Units)			

SUB-TOTAL MOBILE MODULES	\$173,375
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21. Workstation License	Included
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STANDARD SOFTWARE LICENSE FEE	\$759,005
LESS DISCOUNT	(358,023)

NET SOFTWARE LICENSE FEE	\$400,982
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LESS CUSTOMER LOYALTY DISCOUNT	(188,261)
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SOFTWARE LICENSE FEES DUE	\$212,721
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Note: Other than for Mobile Software, a Workstation License for up to 75 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:
- Pharr Police Department, TX

B. IMPLEMENTATION SERVICES		
ITEM	DESCRIPTION	INVESTMENT
IMPLEMENTATION SERVICES		
1.	Project Management Services as required:	\$35,840
	- Project Management	
	- Overall consultation and communication	
	- Monthly status reports and project updates throughout the duration of the project	
	- Implementation Plan	
2.	Up to 474 hours of Implementation and Training Services are included for:	68,730
	- Software Tailoring and Set Up	
	- User Education and Training	
	- Other Technical Support	
	* Assumes train-the-trainer approach, with the exception of CAD, which is end user training	
3.	Systems Assurance and Software Installation	27,985
	New World Enterprise High Availability Environment	16,675
	- Install and configure high availability environment (HyperV or VMWare)	
	- Configure application server	
	- Consult on connectivity to new or existing Windows environment	
	- Verify operating system and SQL configuration	
	- Verify workstation configuration	
	Message Switch Staging to include:	2,320
	- Install and configure message switch software	
	- Configure system variables (i.e., operating system, interfaces, etc.)	
	Standard Law Enforcement Mobile Environment	8,990
	- Install and configure mobile servers (live and test)	
	- Consult on connectivity to new or existing Windows environment	
	- Verify operating system and SQL configuration	
	- Verify mobile configuration	
	- Verify wireless connection	
4.	Fixed Installation Service Fees:	65,540
	- Web CAD Monitor	1,160
	- CAD to CAD Interface	5,800
	- CAD Pager Interface	1,160
	- 911 Interface	1,160
	- NG911 Interface	580
	- On-Line CAD Interface to State/NCIC	2,320
	- Web Briefing Notes	1,160
	- Fire Records Interface	2,320
	- State/NCIC	5,800
	- On-Line Global Subjects Interface to State/NCIC	1,160
	- On-Line Orders of Protection Interface to State/NCIC	3,480
	- Livescan Interface	4,640
	- Mobile Reconfiguration (Updating Field Reporting Forms, Training, and Go-Live Support)	17,400
	- Mobile NCIC Parsing	5,800
	GIS Implementation	11,600
5.	Decision Support Software Implementation Services: (CAD, RMS, CMS)	8,700
	- Installation of standard library components (cubes and dashboards)	
	- Training with data and reporting cubes	
	- Training on use of data mart for custom report building	
	- Requires up to 2 on-site trips - remaining work will be completed remotely	
TOTAL IMPLEMENTATION SERVICES		\$206,795

C. THIRD PARTY PRODUCTS AND SERVICES			
ITEM	DESCRIPTION		INVESTMENT
1. THIRD PARTY PRODUCTS AND SERVICES			
THIRD PARTY SOFTWARE			
a.	Embedded Third Party Software		\$15,000
	<i>(includes all Third Party executable components)</i>		
b.	GIS Software		20,750
	CAD		
	- CAD Workstations using ArcGIS Engine Runtime (10 workstations)	500 ea.	5,000
	Mobile		
	- Mobile In-Car Mapping (65 units)	150 ea.	9,750
	Geo-File Maintenance Software (ArcGIS for Desktop Standard)		6,000
	- per workstation		
c.	Mobile VPN Software - NetMotion Mobility (Perpetual Pricing)		18,250
	65 units	13,000	
	Mobile VPN Software - NetMotion Mobility Annual Maintenance		
	Premium Software Maintenance - 25% of Mobility Licensing Fee (per year)	3,250	
	NetMotion Mobile Solutions Group - Sure Start Express	2,000	
	- Planning Discussion (1 hour)		
	- NetMotion Engineer Availability - Remote (1 Day)		
	- Assistance Deploying Production Server		
	- Setup, Configuration and Technical Review		
	- Product Training and Best Practices		
d.	RapidIdentity		7,400
	OTP (hard/soft Token) + Push - 1 Year Software Subscription & Support		
	2FA-301-01		
	100 units (100 minimum)	23 ea.	2,300
	eSSO - 1 Year Software Subscription & Support		
	2FA-401-01		
	100 units (100 minimum)	11 ea.	1,100
	RapidIdentity MFA Standard Setup		
	Remote Installation, Configuration & Training	4,000	
	2FA-STP-SS		
THIRD PARTY HARDWARE			
e.	Hardware, System Software & Services		39,325
	Message Switch (3 year warranty)	11,350	
	Lantronix UDS-1100 - 2 unit(s)	175 ea.	350
	AVL Hardware - permanent mount - 65 unit(s)	75 ea.	4,875
	L-TRON 2D Bar Code Imager - 65 unit(s)	350 ea.	22,750
TOTAL THIRD PARTY PRODUCTS AND SERVICES			\$100,725

D. TRAVEL AND LIVING EXPENSES (Estimate)		
ITEM	DESCRIPTION	INVESTMENT
1.	TRAVEL AND LIVING EXPENSES (Estimate) Estimated 17 trips at \$2,000 per trip.	\$34,000
TOTAL ONE TIME COST		<u>\$554,241</u>

(Note: Service costs included in this proposal assume a full new deployment of CAD and a copying over of the database currently at McAllen, TX for remaining suites. A release form must be executed by McAllen, Edinburg, and Hidalgo to allow their data to be included.)

E. MAINTENANCE AND SUPPORT FEES		
ITEM	DESCRIPTION	INVESTMENT
1.	MAINTENANCE AND SUPPORT AGREEMENT (Per Year Cost): Maintenance and Support to begin at the end of the One-Year no-charge maintenance period. Includes 24/7 Support for CAD. (Includes Exhibit A Esri Integration for the Esri software that is part of Exhibit A Licensed Software.)	
	Year 1 Maintenance	No Charge
	Year 2 Maintenance	\$91,714

PRICING VALID THROUGH NOVEMBER 15, 2017.

Pricing Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

Requires West hardware at each workstation responding to texts; not included in proposal.

For State/NCIC, Customer is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Federal UCR/IBR includes edits, reports and electronic submission.

Configuration and end user training for Decision Support Software to occur after Customer has been live for 3 months or longer on an application.

AVL requires 3rd party GPS hardware.

Drivers License Mag Stripe Reader/Barcode Reader requires third-party equipment or hardware; customer must provide magnetic stripe/2D encoding format.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees will be invoiced 100% on the Effective Date.

1.2 *Maintenance and Support Fees for the licensed software in the Investment Summary (including Esri and Embedded Third Party Software):* Year 1 maintenance and support fees for Tyler Software listed in the Investment Summary are waived one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

1.3 *Maintenance and Support Fees for the licensed software accessed from McAllen's servers:* The Standard Software Maintenance Agreement ("SSMA") entered into between the parties dated February 11, 2013 shall remain in effect until one year from the Effective Date of this Agreement, at which time that SSMA Agreement shall terminate. For the avoidance of doubt, Tyler shall have no further maintenance and support obligations under the SSMA Agreement and the client shall have no further payment obligations under the SSMA Agreement.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Service fees, as described in Exhibit 1, Section B, will be billed and invoiced as follows:

- (a) 20% upon Effective Date;
- (b) 20% upon completion of an Approved Implementation Plan;
- (c) 20% upon initial installation of CAD, Records, Corrections and Mobile software;
- (d) 10% on completion of End User Training – Phase I;
- (e) 10% on completion of End User Training – Phase II; and
- (f) 20% upon Go-Live. For purposes of this Agreement, "Go-Live" shall mean first use of the Tyler Software in live production.

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software):* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Maintenance for the software currently licensed to you and accessed from McAllen's servers will be invoiced until maintenance and support under this Agreement takes effect one year from Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours: a) currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

- 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.
- In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:
- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule 1 to Exhibit C.



Exhibit C

Schedule 1

Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



Exhibit D Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.



Schedule 1 Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format

(Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

Pursuant to this Exhibit, we will be creating a copy of the McAllen Database to be used for this project. Your data currently resides on McAllen's servers in a joint database. We will be copying the data, subject to obtaining a written release authorization from McAllen, as well as any other affiliated organizations currently supported on your server.

5. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your.NET server(s).

- a) Hardware Quality Assurance Services (High Availability Environment):
Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of our Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

6. Message Switch Operating System Assurance Service

We shall provide Message Switch Operating System Assurance, which includes:

- a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
 - Unpack and assemble hardware
 - Verify core hardware functionality (network/video/storage devices/usb)
 - Install and update AIX Operating System
 - Install and update applicable system manual pages
 - Set AIX environment variables
 - Build system user-ids and applicable authorizations
 - Install and stage message handler and compilers
 - Verify and allocate disk space

- Mirror hard drives and boot sequencing
- Install customer-specific communication processes
- Compile New World Message Switch programs
- Install base Message Switch data tables
- Install automated process restart script
- Install full system backup processes
- Install system support scripts
- Install state specific programs and scripts
- Install state specific data tables
- Assure Message Switch operation
- Disassemble, package, and ship to customer

7. Decision Support Systems (DSS) Implementation Services

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

- a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.C.

DATE SUBMITTED: March 30, 2022

MEETING DATE: April 4, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Amendment Number 2 in the amount of \$50,001 to the Professional Engineering Services Agreement with Structural Engineering Associates, Inc. (SEA) for the Pharr-Reynosa Bridge Expansion Presidential Permit Application.

Classification: Regular

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

Issue: Amendment Number 2 to the Professional Engineering Services Agreement with Structural Engineering Associates, Inc. (SEA) for the Pharr-Reynosa Bridge Expansion Presidential Permit Application, more commonly known as the Twin Span Bridge, is for additional services for completion of the environmental phase.

The original scope of work for the environmental phase was based on projections. After the Environmental Scoping Meeting with the Texas Department of Transportation (TxDOT) and the Federal Highway Administration (FHWA), and subsequent discussions, it was determined that the following services would need to be added to the scope of work in order to complete the environmental phase:

1. Cultural Resources Field Investigation

Existing Scope: Archeological investigation utilizing only pedestrian survey and shovel testing.

Addition: Intensive resources survey, including mechanical backhoe trenching.

Cost: \$35,001

2. Air Quality and Noise Evaluation

Existing: TxDOT to provide traffic count values

Addition: TxDOT is very delayed in providing traffic information. Instead, SEA's sub-consultant will perform the necessary work to obtain necessary values.

Cost: \$15,000

Total: \$50,001

Fiscal Consideration:

Original Agreement: \$1,656,735.44

Amendment #1: \$3,988,334.00

Amendment #2: \$50,001.00

Revised Agreement: \$5,695,070.44

Staff Recommendation: Staff recommends approval of Amendment Number 2 in the amount of \$50,001 to the agreement with Structural Engineering Associates, Inc. for the Pharr-Reynosa Bridge Expansion Presidential Permit Application.

Alternatives: Select a different consultant from the City's pool of engineers to do the additional services. Please note that this option is cumbersome and will unnecessarily delay the project.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel

Created/Initiated - 3/30/2022

Ignacio Amezcua

Approved - 3/30/2022

Patricia Rigney

Approved - 3/30/2022

Fabiola Sanchez

Approved - 3/30/2022

City Management Office

Final Approval - 4/1/2022

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 2

The Contract between **Structural Engineering Associates, Inc.** and the **City of Pharr** which was executed by the parties on **October 24, 2018** for the **Pharr-Reynosa Bridge Expansion Presidential Permit Application**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work as stated on Exhibit A.
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee as stated in Exhibit A.

This amendment adds **\$50,001.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 5,645,069.44 to **\$ 5,695,070.44.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 2

**Structural Engineering Associates, Inc.
3838 N.W. Loop 410
San Antonio, TX 78229**

ENGINEERING FIRM

By: _____

Signature

David T. Covarrubias, PE
ENGINEER

SIGNED on this the _____ day of _____, 20 ____.

Ed Wylie
Interim City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.

EXHIBIT A



**STRUCTURAL ENGINEERING
ASSOCIATES, INC.**
CONSULTING ENGINEERS

3838 N.W. LOOP 410
SAN ANTONIO, TX 78229

E-mail:
sea@seatx.com

(210) 735-9202
FAX (210) 735-2074

TBPE FIRM REGISTRATION No. F-199

DAVID T. COVARRUBIAS, P.E.
SALVADOR H. LOPEZ
SIDNEY "SID" A. MIELKE, P.E.
MARTIN R. COVARRUBIAS, P.E.
FARREN S. BASSE, P.E.
WILLIAM "MAC" M. GLEESON, P.E.
MELVIN K. LARA, P.E.
DANIEL M. MORALES, P.E.
BINAYA SHRESTHA, P.E.
SAMIN DEHKHARGHANIAN, P.E.

JOHNNIE C. CHING, P.E.
CHARLES F. GARZA
ERNEST J. MECHE, P.E.
DAVID A. ROCHA, P.E.
ALLEN G. SHIAU, P.E.
SAM O. PALOMERO, P.E.
JOHNNY E. MARTINEZ, P.E.
DANIEL B. RODRIGUEZ, P.E.
JAIME OZUNA JR., P.E.

March 21, 2022

Ms. Maria Rangel, P.E.
The City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Ref: Pharr International Bridge Expansion Project
Additional Professional Services Scope and Fee Proposal #2

Dear Ms. Rangel,

As you are aware, we prepared and submitted our scope and fee proposal to move beyond the original permitting phase services into design phase services back in July of 2021. At that time, we requested some additional EA services fee to perform a Cultural Resources Field Investigation, including an archeological investigation utilizing only pedestrian survey and shovel testing. Now after having conducted the EA scoping meeting with TxDOT and FHWA, it has been determined by those agencies that the methodology of this survey will actually require an intensive resources survey and including mechanical backhoe trenching.

The total fee proposed, by our subconsultant Raba Kistner, for the Cultural Resources Investigation, including the intensive methods including backhoe trenching is \$ 60, 751, but deducting the approved amendment #1 fee of \$ 25,750, we are now requesting only the difference between the two proposals of \$ 35,001.

Also, In our original EA proposal for this project, we presumed that TxDOT would be providing the traffic count values, or AADT for use within the Air Quality and Noise Evaluation modules of the EA document, which is the usual situation. However, shortly after requesting these AADT values from TxDOT, we were informed that TxDOT is very delayed in providing this traffic information for their own design projects, and it could likely be months in the future before this information could be provided by TxDOT for this project.

Therefore, we are requesting an additional services fee for our subconsultant Pape-Dawson to take the traffic count data provided by the Pharr International Bridge staff and manipulate it for use in the Air Quality study module for the EA. They will also be able to provide CBR data for use in the pavement design for the bridge approaches.

The fee from Pape-Dawson to convert the existing traffic count data into the AADT format, along with a traffic projection methodology memo is \$ 15,000.00.

Ms. Maria Rangel, P.E.

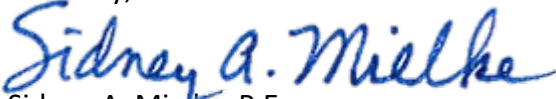
March 21, 2022

Page 2 of 1

We are attaching a written scope of services and fee proposal from both of our subconsultants, Raba-Kistner, and Pape-Dawson, and SEA is not requesting any additional overall project management for these additional services. Therefore, we respectfully request the prompt review and approval of this additional services request in the amount of \$ 50,001.

As always please do not hesitate to contact us should you have any further questions and/or comments regarding this proposal.

Sincerely,



Sidney A. Mielke, P.E.

Senior Project Manager

Cc: David T. Covarrubias, P.E., SEA

Luis Bazan, Bridge Director

Proposal No. PSF22-080-00 Rev. 1
March 4, 2022



12821 W. Golden Lane
San Antonio, TX 78249

Mr. Sidney "Sid" A. Mielke, P.E.
Structural Engineering Associates, Inc.
3838 NW Loop 410
San Antonio, Texas 78229

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

**RE: Proposal for Cultural Resource Investigation
Pharr-Reynosa International Bridge Expansion
Hidalgo County, Texas
Lat.: 26.0785195 Lon.: -98.2031793**

WWW.RKCI.COM

Dear Mr. Mielke:

Raba Kistner, Inc. (RKI) is pleased to submit this proposal to Structural Engineering Associates, Inc. (CLIENT), for cultural resources investigation for the aforementioned project. The Project Area is located immediately west of the existing Pharr International Bridge in Hidalgo County, Texas and encompasses an area of approximately 35.74-acres. The undertaking will involve the construction of a new bridge immediately west of the existing bridge. The new bridge will consist of four 12-foot-wide lanes with the purpose of easing congestion in both directions of travel. A six-foot wide sidewalk on the west side of the bridge is also proposed.

As the proposed undertaking will occur on lands owned or controlled by the City of Pharr, a political subdivision of the State of Texas, the project is subject to review under the Antiquities Code of Texas (ACT) (Texas Natural Resource Code, Title 9, Chapter 191), by virtue of it being a public undertaking. Additionally, as funding is provided from the Federal Highway Administration (FHWA) through TxDOT, the project is subject to review under Section 106 of the National Historic Preservation Act (NHPA) (16 United States Code 470) and its implementing regulations (36 Code of Federal Regulation 800). These legislations call for the assessment of all improvement activities that have a potential to disturb historically significant resources and subsurface deposits on projects with federal involvement and on lands owned by the State or one of its political subdivisions. Oversight of compliance with the ACT is provided by the Texas Historical Commission (THC), while compliance with Section 106 of the NHPA will be administered by TxDOT as they are designated as the lead federal agency by the FHWA. Furthermore, as part of the project intersects with the Rio Grande River, the project will require permits from both the United States Army Corps of Engineers (USACE)-Galveston District and the United States Coast Guard.

In anticipation of the proposed undertaking, **RKI** proposes to conduct a cultural resources investigation consisting of an intensive pedestrian survey augmented with mechanical backhoe trenching to satisfy compliance with the ACT and Section 106 of the NHPA. This proposal includes estimated costs for consultation with the regulating agencies and the production of a scope of work and permit application for a Texas Antiquities Committee (TAC) permit, an intensive pedestrian survey with backhoe trenching, the production of a technical report, and the preparation and costs of curation for field records at a state-approved repository.

TASK 1: AGENCY CONSULTATION AND PRODUCTION OF A SCOPE OF WORK

Prior to field investigation, **RKI** will produce a scope of work (SOW) to be provided to the reviewing agencies and a Texas Antiquities Permit Application for the THC. The SOW will describe the proposed undertaking, the environmental setting of the Project Area, identify any previous investigations and cultural resources within 1-mile of the project area, and outline the methods to be employed during the investigations. If the SOW is accepted, the THC will issue a Texas Antiquities Committee (TAC) Permit. When the TAC permit is received, **RKI** will begin planning for the field investigations.

TASK 2: INTENSIVE CULTURAL RESOURCES SURVEY

RKI archaeologists will perform an intensive cultural resources survey of 100 percent of the Project Area. The staff will utilize backhoe trenching in addition to the pedestrian survey of the ground surface, to search for surface level, and shallowly and deeply buried cultural deposits. If feasible, using only survey-level efforts and field methods, the staff will document and assess the National Register of Historic Places (NRHP)-eligibility of cultural resources identified during the survey. All work will comply with guidelines of Section 106 of the NHPA and archaeological survey and mechanical prospection standards set forth by the Council of Texas Archaeologist (CTA) and adopted by the THC.

Mechanical Backhoe Trenching

RKI archaeologists will oversee the excavation of up to 27 mechanical backhoe trenches within the boundaries of the Project Area. Mechanical backhoe trenches will be excavated by a professional equipment operator, and all excavations will be performed in accordance with Occupational Safety and Health Administration (OSHA) guidelines (29 CFR Part 1926) and the Texas Trench Safety Act (H.B. 1569). Prior to excavations, **RKI** will perform a One-Call (Texas 811) to verify that there are no existing utilities within designated excavation areas. The One-Call requires 48-hour notice prior to any excavations to assure that existing utilities are appropriately identified and marked.

Backhoe trenches will range from 3 to 5 m (10 to 16 feet) in length and will be 1 m (3 feet) wide to allow ease of access. The trenches will not exceed 3.7 m (12 feet) in depth. The **RKI** archaeologist will not typically enter the trench at depths greater than 1.4 m (4.5 feet) below surface. If cultural materials and/or features are identified at depths greater than 1.4 m (4.5 feet), the **RKI** archaeologist will instruct the equipment operator to properly bench the excavated area to meet OSHA safety standards prior to entry for documentation purposes.

RKI Archaeologists will monitor and photo-document all trench excavations. Per OSHA guidelines, spoils from trench excavations will be placed no less than 2 feet (0.61 m) from the open trench. Additionally, spoils will be visually inspected for cultural materials. Per CTA guidelines, **RKI** archaeologists will screen at least a single five-gallon bucket from every third excavator bucket load during excavation. A thorough examination of trench profiles will also be conducted during excavations to identify any cultural materials or features that may be exposed. Once trenching is complete, all exposed features and artifacts will be mapped, photographed, and sampled, if warranted. Furthermore, a representative segment of each trench wall also will be documented. A representative portion of the trench wall will be photographed

with a scale, and a detailed profile drawing will be made of the soil stratification. All artifacts noted in the profiled wall will be shown on the profile drawing.

Artifact Collection Policy

RKI will apply a no collection artifact policy. All cultural materials, both diagnostic and non-diagnostic, encountered during the investigations will be photographed in the field with a scale and returned to where they were encountered. Samples from features may be taken if it is deemed necessary by the project archaeologist. All work will comply with CTA standards for the overall project, unless documented field conditions warrant otherwise.

TASK 3: REPORTING AND CURATION

Following the completion of the investigations, **RKI** staff will produce a draft technical report of findings. The draft will be produced in accordance with the Rules of Practice and Procedure of the THC, as outlined in Chapter 26, Section 27, and the CTA Guidelines for Cultural Resources Management Reports. It will describe the cultural setting of the project area, methodology, and the investigative findings. The draft report also will include recommendations for further work or no further work with appropriate justifications based on the requirements of 13 TAC 26.5(35), 13 TAC 26.20(1), and 13 TAC 26.20(2). The report will be submitted to the CLIENT for review. Upon approval, **RKI** will submit a copy of the draft report to the agencies for their review. Following the completion of the review, **RKI** will make revisions, if any, and prepare the final report under the TAC Permit.

All records collected will be submitted for final curation to the University of Texas at San Antonio Center for Archaeological Research for curation. Furthermore, all project related documentation produced during the investigations will be curated in accordance with federal regulation 36 CFR Part 79, and THC requirements for State Held-in-Trust collections.

LIMITATIONS

1. *Agency Consultation:* The above proposal for field investigations may be subject to change depending on results of consultations with the reviewing agencies. Should compliance with additional cultural resources regulations be required, additional work may be necessary and a new proposal and fee will be submitted to ensure compliance.
2. *Access:* **RKI** assumes unfettered access to the Project Area. Any right-of-entry permissions and gate combinations etc. required to access the Project Area should be provided by the CLIENT to **RKI** prior to field mobilization.
3. *Additional site testing/data recovery:* **RKI** assumes no additional site testing/data recovery will be required for the proposed project. If during the investigations deposits are discovered, and the reviewing agencies requests additional investigation to determine their significance, the costs associated with such investigations will be addressed in a subsequent change order.

4. *Documentation of Cultural Resources:* **RKI** assumes the documentation of two (2) new archaeological sites for the project based on its cultural and environmental setting. Should additional archaeological sites or cultural resources (including above ground structures) be encountered, the costs associated with documenting those resources will be addressed in a subsequent change order.
5. *Mechanical Equipment/Operator:* This proposal includes costs associated with **RKI** providing the appropriate mechanical equipment (i.e. excavator with a toothed bucket) and certified equipment operator for trenching excavations. If the CLIENT requests to provide their own appropriate mechanical equipment and certified operator for trenching excavations, the cost estimate for those services will be adjusted.
6. *Reconstruction of Existing Surface/Subsurface Conditions:* This scope of work does not include costs or efforts associated with the reconstruction of the existing surface/subsurface conditions to be impacted by backhoe trenching excavations. This includes, but is not limited to, paved roads, sidewalks, curbs, signage, and utility easements. Any efforts required to repair or replace the existing surface/subsurface back to its original condition is the responsibility of the CLIENT.
7. *Unmarked Burials:* In the event that human remains are encountered in any subsurface context, work will halt immediately, precautions will be taken, and a new proposal and fee will be submitted to ensure compliance with the amended Texas Health and Safety Code for unmarked burials.
8. *Special Analysis:* No special analyses are expected for this project. However, if a sample of feature content is deemed necessary to aid in interpretations and recommendations, the costs of sampling will be addressed in a subsequent change order.

COST AND SCHEDULE

We will complete the intensive cultural resources survey for **an estimated cost not to exceed \$60,751.00, based on TIME AND MATERIALS.** A breakdown of the cost is provided below. If the agencies require additional archaeological investigations, **RKI** will consult the CLIENT and provide a new cost for additional efforts.

Standard Services	Total
Task 1: Agency Consultation and Production of a Scope of Work	\$2,338.00
Task 2: Intensive Cultural Resources Survey	\$48,676.00
Task 3: Reporting and Curation	\$9,737.00
<i>Standard Services Estimated Total</i>	<i>\$60,751.00</i>

RKI is prepared to begin work for the project within five business days upon receipt of notice to proceed. Cultural resources investigations will be completed within an estimated seven days. A technical report of investigations will be completed within 25-30 business days from the completion of field investigations.

SCOPE CHANGE FROM ORIGINAL PROPOSAL PSF21-184-00

The initial scope (Proposal No. PSF21-184-00) for \$25,750 was based on a pedestrian survey augmented by shovel testing within the APE, backhoe trenching was not included as the depths of impacts were unknown at the time. The change to the original scope stems from the comments provided from TxDOT after their review of our background study. Based on their comments and proposed depths of impacts, recommendations on the revised background review call for a pedestrian survey augmented by backhoe trenching along the entire APE.

Proposal	Cost
PSF22-080-00 (Updated)	\$60,751
PSF21-184-00 (Original)	\$25,750
Difference	\$35,001

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKI** to proceed with this project.

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.



Sam Blanco, AICP, PMP
Vice President

Accepted By _____
(Signature)

(Typed or Printed Name)

SB/srw

(Title)

Attachments:

I – Standard Terms and Conditions

Date _____

II – Schedule of Fees for Professional Services

Copies Submitted: Above (1 Electronic PDF Copy)



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

March 17, 2022

Mr. Sidney A. Mielke, P.E.
Structural Engineering Associates
3838 NW Loop 410
San Antonio, TX 78229

Re: Pharr International Bridge Expansion Project – Type C Projections
Job No. 12053-01
Additional Services Request No. 01

Dear Mr. Mielke:

This letter is to request funding for additional services for the above referenced site. These services are considered above and beyond previously authorized work, and include the following:

I. TP&P TYPE C PROJECTIONS (TASK 290) \$15,000

Pape-Dawson to prepare TP&P Type C traffic projections in accordance with the TP&P Standard Operating Procedures (SOP). Our traffic projection scope includes:

- Prepare traffic projections for the opening year, design year (opening year + 20 years) and pavement design year (opening year + 30 years) for the Pharr International Bridge.
- Line diagrams for Base Year, 20-year, and 30-year will be based on the approved traffic projection methodology memo.
- The following traffic data provided by SAE will be used:
 - City of Pharr Yearly Volume/Axle Data
 - PIB – Total Crossings Comparison by Fiscal Year (Cars & Trucks)
- Traffic Analysis for Highway Design Sheets will be filled out with the projected traffic volumes, K-Factors, D-Factors, and Heavy Truck Percentages. ESAL calculations for pavement design will be performed by TP&P.
- Prepare Traffic Projection Methodology Memo to be approved by TxDOT. The memo will include the methodology, traffic projections and line diagrams, Highway Design forms, and all supporting documents.

Notes:

- i. *This scope and fee does not include traffic data collection. If traffic counts are required, it will be provided at an additional cost and billed as a direct expense.*
- ii. *Changes to the scope required by the client, TxDOT, or TP&P will result in revisions to this TP&P Projection Scope of Services Fee.*
- iii. *It is presumed that no revisions to the TIA due to projection memo due to comments received by the client and/or reviewing agency will require additional data*

collection or analysis. If such is the case, an Additional Services Request (ASR) will be prepared outlining the additional tasks and associated fee.

- iv. The scope of work assumes one (1) 2-hour meeting with TxDOT. If additional meetings are required, then that time will be billed on a time and materials basis.*

II. SUMMARY

I. TP&P Type C Projections

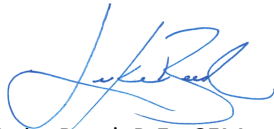
Task 290 \$15,000.00

Total: \$15,000.00

A budget increase of **\$15,000** is the estimated cost of Pape-Dawson's current understanding of the additional services identified above, for a new project budget of **\$417,862.40**. Upon signing of this proposal by the client, this proposal to be governed by the existing proposal for this project signed by the client and engineer on the 1st day of May 2020.

We appreciate the opportunity to work with you on this project. If you concur with this request, please acknowledge your approval by signing in the space provided below and returning this letter to our office via email, fax, or US Mail for our records. If you have questions or need additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely,
Pape-Dawson Engineers, Inc.



Luke Reed, P.E., CFM
Associate Vice President

ACKNOWLEDGED & ACCEPTED

Signature: _____

Print Name: _____

Title: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.D.

DATE SUBMITTED: March 31, 2022

MEETING DATE: April 4, 2022

FROM: Ruben Rosales, Public Utilities
Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, authorizing City Manager to amend and execute Utility Adjustment Agreement for the I-2 / I-69C Interchange Project.

Classification: Regular

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

Issue: Water Relocations

Fiscal Consideration: N/A

Staff Recommendation: To allow the relocation of water lines.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Rosales

Created/Initiated - 3/31/2022

Ruben Rosales

Approved - 3/31/2022

Ignacio Amezcua

Approved - 3/31/2022

Patricia Rigney

Approved - 3/31/2022

Fabiola Sanchez

Approved - 3/31/2022

Annie Reeves

Approved - 3/31/2022

City Management Office

Final Approval - 4/1/2022



County: Hidalgo
ROW CSJ No.: 0039-17-197
Const. CSJ No.: 0039-17-175
Highway: I2/I69C
Fed. Proj. No.: NH 1902(417)
Limits: IH2 to 1.82 M N IH2

**UTILITY ADJUSTMENT AGREEMENT AMENDMENT
(DB Contractor-Managed)**

(Amendment No. II69C-U-01110.01 to Agreement No.: I2I69C -U-0110)

THIS AMENDMENT TO PROJECT UTILITY ADJUSTMENT AGREEMENT (this “Amendment”), by and between, DPJV hereinafter identified as the “**DB Contractor**” and City of Pharr, hereinafter identified as the “**Owner**”, is as follows:

WITNESSETH

WHEREAS, the STATE of TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as “**TxDOT**”, proposes to construct the project identified above (the “Project”, as more particularly described in the “Original Agreement”, defined below); and

WHEREAS, pursuant to that certain [Design-Build Agreement (“DBA”)] [Comprehensive Development Agreement (“CDA”)] by and between TxDOT and the DB Contractor with respect to the Project, the DB Contractor has undertaken the obligation to design, construct, and potentially maintain the Project, including causing the removal, relocation, or other necessary adjustment of existing Utilities impacted by the Project (collectively, “Adjustment”); and

WHEREAS, the Owner and DB Contractor are parties to that certain executed Project Utility Adjustment Agreement (PUAA) designated by the “Agreement No.” indicated above, as amended by previous amendments, if any (the “Original Agreement”), which provides for the Adjustment of certain Utilities owned and/or operated by the Owner (the “Owner Utilities”); and

WHEREAS, the parties are required to utilize this Amendment form in order to modify the Original Agreement to add the Adjustment of Owner Utilities facilities not covered by the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to add additional Owner Utility facility(ies), on the terms and conditions hereinafter set forth.



NOW, THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

1. **Amendment.** The Original Agreement is hereby amended as follows:

1.1 **Plans.**

- (a) The description of the Owner Utilities and the proposed Adjustment of the Owner Utilities in the Original Agreement is hereby amended to add the following Utility facility(ies) ("**Additional Owner Utilities**") and proposed Adjustment(s) to the Owner Utilities described in the Original Agreement *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., "adjust 12" waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00)]*: City of Pharr to adjust 342 LF of 16" Waterline in conflict at Station 43+07, and 300 LF of Wastewater in conflict with Station 859+60-860+80.
- (b) The Plans, as defined in Paragraph 1 of the Original Agreement, are hereby amended to add thereto the Plans, specifications and cost estimates attached hereto as Exhibit A; and
- (c) The Plans attached hereto as Exhibit A, along with this Amendment, shall be submitted upon execution to TxDOT in accordance with Paragraph 2 of the Original Agreement, and Paragraph 2 shall apply to this Amendment and the Plans attached hereto in the same manner as if this Amendment were the Original Agreement. If the Owner claims an Existing Utility Property Interest for any of the Additional Owner Utilities, documentation with respect to such claim shall be submitted to TxDOT as part of this Amendment and the attached Plans, in accordance with Paragraph 15(a) of the Original Agreement.

1.2 **Reimbursement of Owner's Indirect Costs.** For purposes of Paragraph 6 of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment:

- (a) DB Contractor agrees to reimburse the Owner its share of the Owner's indirect costs (e.g., engineering, inspection, testing, ROW) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 90% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner's indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below *[check only one (1) box]*:



(1) Actual related indirect costs accumulated in accordance with:



- (i) A work order accounting procedure prescribed by the applicable Federal or State regulatory body; or
- (ii) Established accounting procedure developed by the Owner and which the Owner uses in its regular operations;

(either (i) or (ii) referred to as “**Actual Cost**”), or

- ☐ (2) The agreed sum of \$_____ (“**Agreed Sum**”) as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

1.3 **Advancement of Funds by Owner for Construction Costs.**

- (a) Advancement of Owner’s share, if any, of estimated costs. Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items. Exhibit A shall also identify the Owner’s and DB Contractor’s respective shares of the estimated costs.

The Owner shall advance to the DB Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by DB Contractor, in accordance with the following terms:

- ☒ The Adjustment of the Owner’s Utilities does not require advancement of funds.
- ☐ The Adjustment of the Owner’s Utilities does require advancement of funds and the terms agreed to between the DB Contractor and Owner are listed below.

[Insert terms of advance funding to be agreed between DB Contractor and Owner.]

- (b) Adjustment Based on Actual Costs or Agreed Sum.

[Check the one (1) appropriate provision, if advancement of funds is required]:

- ☐ The Owner is responsible for its share of the DB Contractor Actual Cost for the Adjustment, including the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment:
- (i) The Owner shall pay to the DB Contractor the amount, if any, by which the Actual Cost of the Betterment (as determined in Paragraph 9(b)) *plus* the Actual Cost of Owner’s share of the



Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner; or

- (ii) The DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such Actual Cost, as applicable.

☐ The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Amendment. Accordingly, no adjustment (either up or down) of such amount shall be made based on Actual Costs.

1.4 **Responsibility for Costs of Adjustment Work.** For purposes of Paragraph 4 of the Original Agreement, responsibility for the Agreed Sum or Actual Cost, as applicable, of all Adjustment work to be performed pursuant to this Amendment shall be allocated between the DB Contractor and the Owner as identified in Exhibit A hereto and in accordance with §203.092 of the Texas Transportation Code. An allocation percentage may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A; *provided however*, that any portion of an Agreed Sum or Actual Cost attributable to Betterment shall be allocated 100% to the Owner in accordance with Paragraph 9 of the Original Agreement.

1.5 **Betterment.**

- (a) Paragraph 9(b) (Betterment and Salvage) of the Original Agreement is hereby amended to add the following [*Check the one (1) box that applies, and complete if appropriate*]:

☒ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, does not include any Betterment.

☐ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, includes Betterment to the Additional Owner Utilities by reason of [*insert explanation, e.g. "replacing 12" pipe with 24" pipe*]: _____.

The DB Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the DB Contractor pursuant to this Amendment, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the DB Contractor work under this Amendment which is attributable to Betterment is \$_____, calculated by *subtracting* (ii) from (i). The percentage of the total cost of the DB Contractor work under this Amendment which is attributable to Betterment is _____%, calculated by *subtracting* (ii) from (i), which remainder is *divided* by (i).

- (b) If the above Paragraph 1.5(a) identifies Betterment, the Owner shall advance to the DB Contractor, at least **14 days** prior to the date scheduled for commencement of construction for Adjustment of the Additional Owner Utilities, the estimated cost



attributable to Betterment as set forth in Paragraph 1.5(a) of this Amendment. If the Owner fails to advance payment to the DB Contractor on or before the foregoing deadline, the DB Contractor shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. *[Check the one (1) appropriate provision]:*

☐ The estimated cost stated in Paragraph 1.5(a) of this Amendment is the agreed and final amount due for Betterment under this Amendment, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.

☐ The Owner is responsible for the DB Contractor Actual Cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the Actual Cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such Actual Cost, as applicable. Any additional payment by the Owner shall be due within **60 days** after the Owner's receipt of the DB Contractors invoice therefor, together with supporting documentation; any refund shall be due within **60 days** after completion of the Adjustment work under this Amendment. The Actual Cost of Betterment incurred by the DB Contractor shall be calculated by *multiplying* (i) the Betterment percentage stated in Paragraph 1.5(a) of this Amendment, by (ii) the Actual Cost of all work performed by the DB Contractor pursuant to this Amendment (including work attributable to the Betterment), as invoiced by the DB Contractor to the Owner.

(c) The determinations and calculations of Betterment described in this Amendment shall exclude right of way acquisition costs. Betterment in connection with right of way acquisition is addressed in Paragraph 15 of the Original Agreement.

1.6 Miscellaneous.

(a) The Owner and the DB Contractor agree to refer to this Amendment, designated by the "Amendment No." and "Agreement Number" indicated on page 1 above, on all future correspondence regarding the Adjustment work that is the subject of this Amendment and to track separately all costs relating to this Amendment and the Adjustment work described herein.

(b) *[Include any other proposed amendments allowed by applicable Law.]*

2. General.

(a) All capitalized terms used in this Amendment shall have the meanings assigned to them in the Original Agreement, except as otherwise stated herein.



- (b) This Amendment may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) and the same instrument.
- (c) Except as amended hereby, the Original Agreement shall remain in full force and effect. In no event shall the responsibility, as between the Owner and the DB Contractor, for the preparation of the Plans and the Adjustment of the Owner Utilities be deemed to be amended hereby.
- (d) This Amendment shall become effective upon the later of (a) the date of signing by the last party (either the Owner or the DB Contractor) signing this Amendment, and (b) the completion of TxDOT's review and approval as indicated by the signature of TxDOT's representative below.

APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
[Printed Name]

By: _____
Authorized Signature

TxDOT District Engineer

Date: _____

OWNER

By: _____
[Print Name]

By: _____
Duly Authorized Representative Signature

City Manager
City of Pharr

Date: _____

DB CONTRACTOR

By: _____
[Print Name]

By: _____
Duly Authorized Representative

Project Manager
Dragados Pulice Joint Venture

Date: _____



County: Hidalgo
ROW CSJ No.: 0039-17-179
Const. CSJ No.: 0039-17-175
Highway: I2/I69C
Fed. Proj. No.: NH 1902(417)
Limits: I2 to 1.82 M N I2

EXHIBIT C

STATEMENT COVERING CONTRACT WORK



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK

(AS APPEARING IN ESTIMATE)

U-No. I2I69C-U-0110

District: PHARR

County: Hidalgo

ROW CSJ No.: 0039-17-179

Federal Project No.: NH 1902(417)

Highway No.: I2

I, _____, a duly authorized and qualified representative of _____, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the estimate.

Procedure to be Used in Contracting Work

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- ☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
1. _____
 2. _____
 3. _____
 4. _____
 5. _____
- ☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)



- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- ☒ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

[Signature of Officer/Representative]

Date

[Title of Officer/Representative]

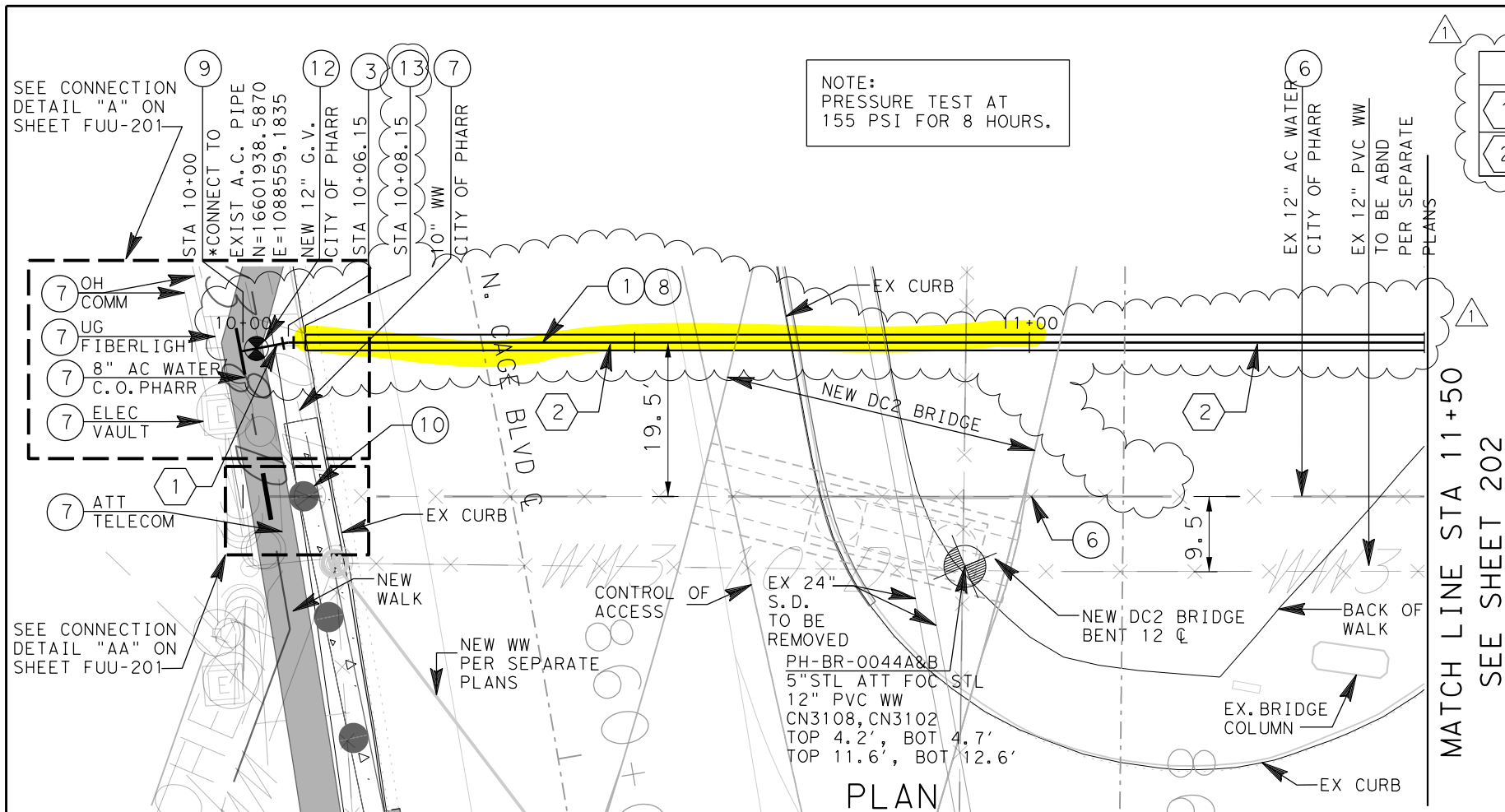
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NO	DATE	REVISION	APPROVED
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Safe Utility Exposure, Inc. P.O. Box 902 La Mirada, CA 90637			
<i>Texas Department of Transportation</i> © 2020			
I-2/I-69C INTERCHANGE PROJECT WATER INDEX_CONST NOTES_GENERAL NOTES			
SHEET 2 OF 11			
DESIGNED BY	FED. RD. DIV. NO.	STATE PROJECT NO.	HIGHWAY NO.
DRAWN BY	6	SEE TITLE SHEET	IH 2
CHECKED BY	STATE	DISTRICT	COUNTY
	TEXAS	PHARR	HIDALGO
VERIFIED BY	CONTROL	SECTION	JOB
	0039	17	175. ETC.
2FUK-201			

PLOT DRIVER:V8i_BAKER_WIN_BW_PDF.plt of g
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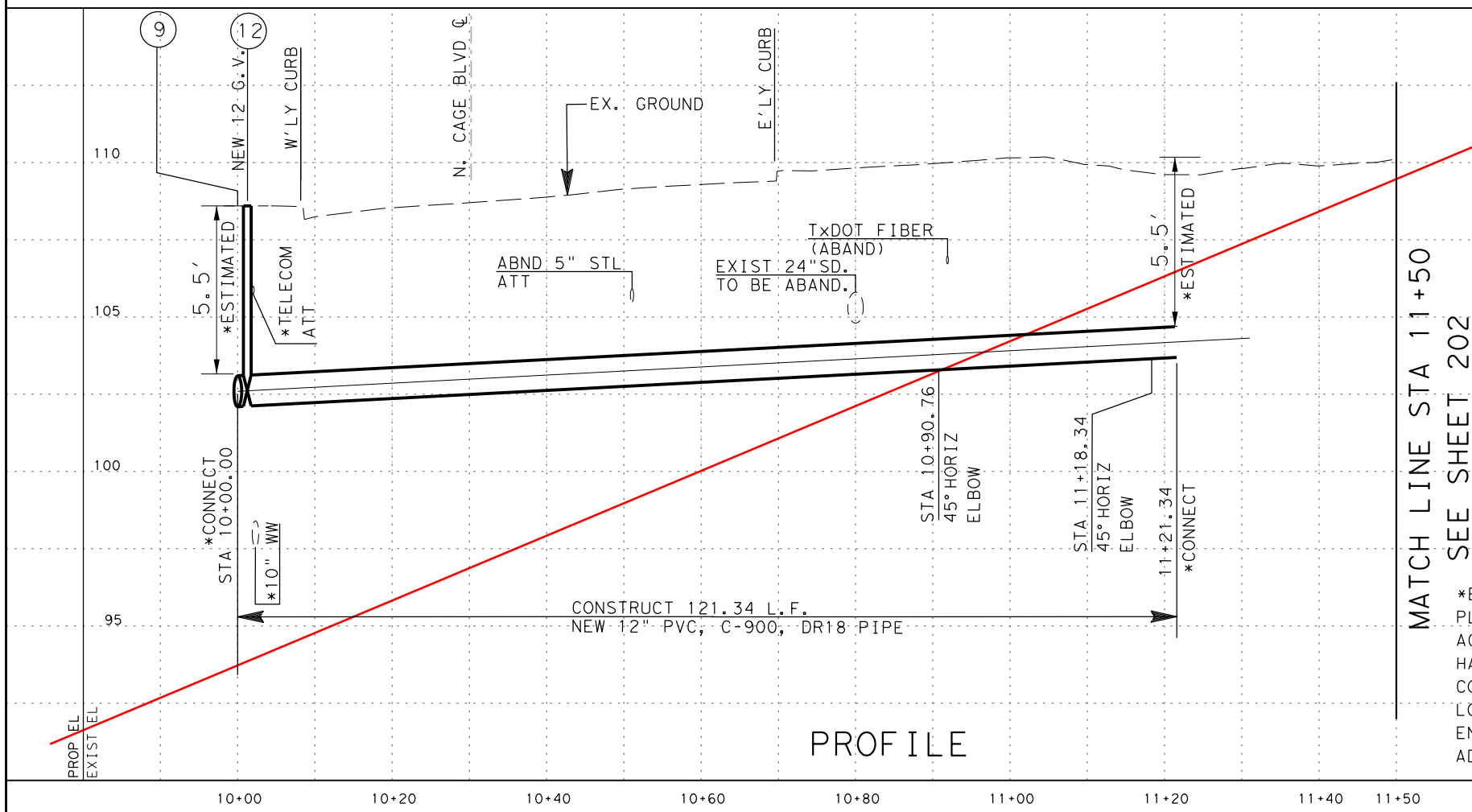
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DATE:10/14/2021 TIME:1:22:59 PM



	BEARING	LENGTH (FT)
1	N86°40'28.7"E	6.1488
2	S82°43'5.6"E	222.4719

CONSTRUCTION NOTES

1. INSTALL 12" PVC C-900, DR18 PIPE WITH RESTRAINED JOINTS AND TRACER WIRE.
3. INSTALL 12" X 11.25" D.I. ELBOW W/M. J. RESTRAINED JOINTS AND CONC THRUST BLOCK PER CITY OF PHARR WATER STD WTR-6B (FOR AN 11.25" ELBOW), WTR-7A & WTR-7C. SEE SHEET FUU-202.
6. ABANDON EX. WATER LINE. REMOVE INTERFERING PORTIONS.
7. PROTECT IN PLACE.
8. TRENCH BEDDING AND BACKFILL PER TxDOT CUT AND RESTORE TYPICAL DETAIL ON SHEET FDD-201.
9. INSTALL 12" TEE PER DETAIL "B" ON SHEET FUU-201.
10. REMOVE EXIST 12" GATE VALVE AND EXIST "TEE". INSTALL NEW 8" STRAIGHT PIPE PIECE PER DETAIL "AA". SEE SHEET FUU-201.
12. INSTALL NEW GATE VALVE PER CITY OF PHARR STD WTR-3. SEE SHEET FUU-201. SIZE PER PLAN.
13. 24" X 5/16" THICK STEEL CASING PER CITY OF PHARR STD WTR-9A & WTR-9B. SEE SHEET FUU-204.



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*EXISTING UTILITY LOCATIONS WERE
PLOTTED USING EXISTING RECORDS AND
ACTUAL LOCATIONS AND DEPTHS
HAVE NOT BEEN CONFIRMED.
CONTRACTOR TO VERIFY ACTUAL PIPE
LOCATION AND DEPTH AND NOTIFY THE
ENGINEER OF RECORD OF ANY PIPE LOCATION
ADJUSTMENTS PRIOR TO PIPE CONSTRUCTION.

NO	DATE	REVISION	APPROVED
1			

DRAGADOS-PULICE
JOINT VENTURE



Safe Utility Exposure, Inc.
P.O. Box 902
La Mirada, CA
90637



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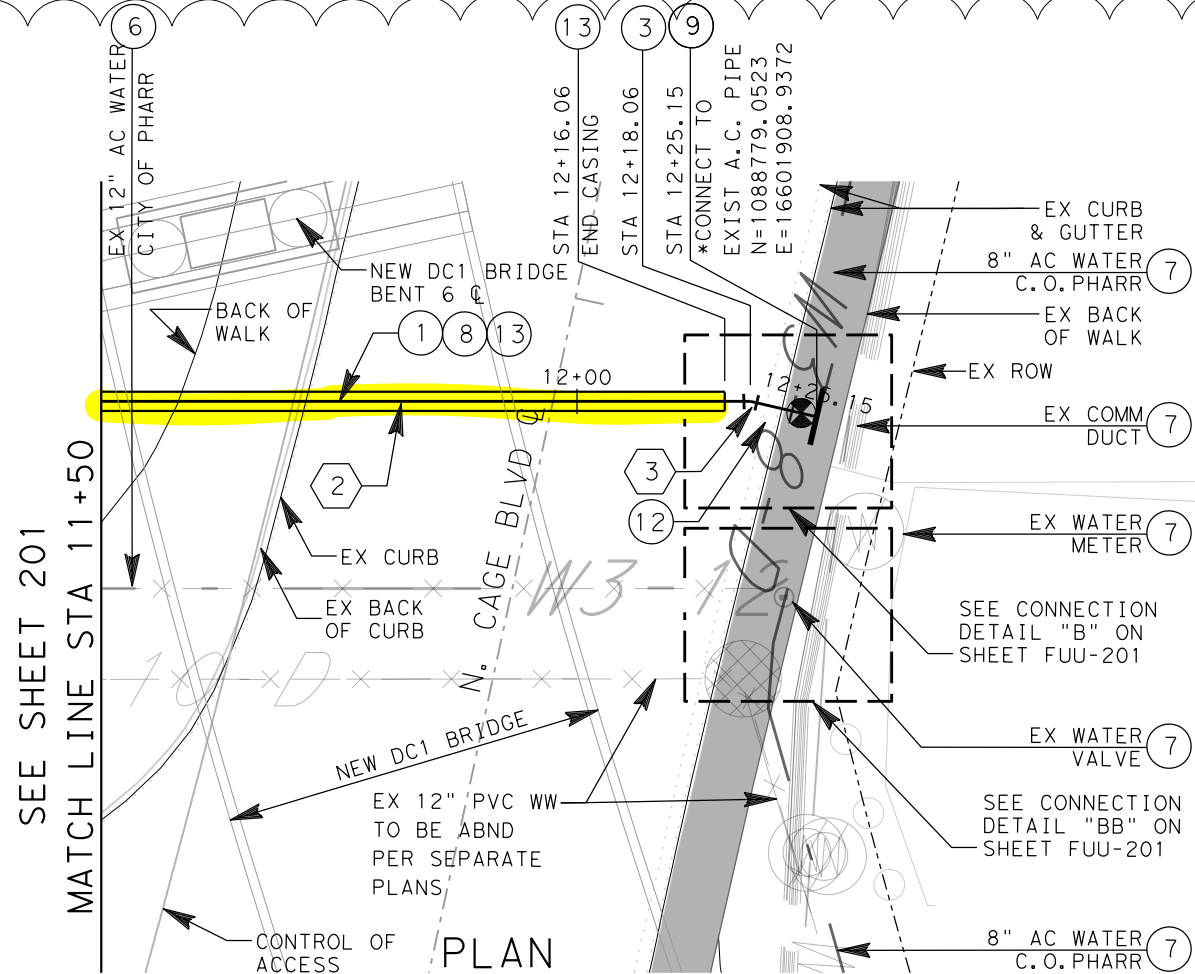
I-2/I-69C INTERCHANGE PROJECT
WATER
PLAN & PROFILE
12" WATER LINE

SHEET 3 OF 11			
DESIGNED BY	FED. RD. DIV. NO.	STATE PROJECT NO.	HIGHWAY NO.
DRAWN BY	6	SEE TITLE SHEET	IH 2
CHECKED BY	STATE	DISTRICT	COUNTY
VERIFIED BY	TEXAS	PHARR	HIDALGO
	CONTROL	SECTION	JOB
	0039	17	175, ETC.

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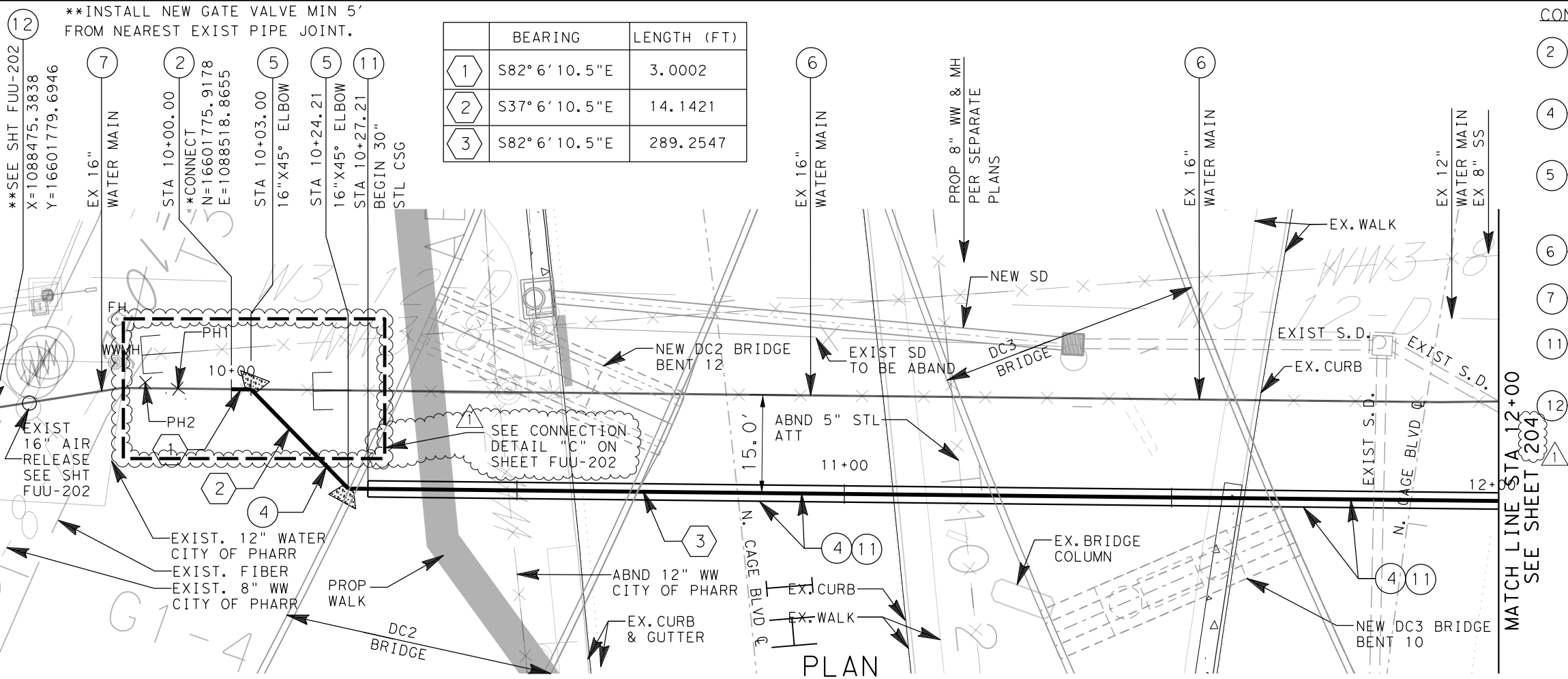
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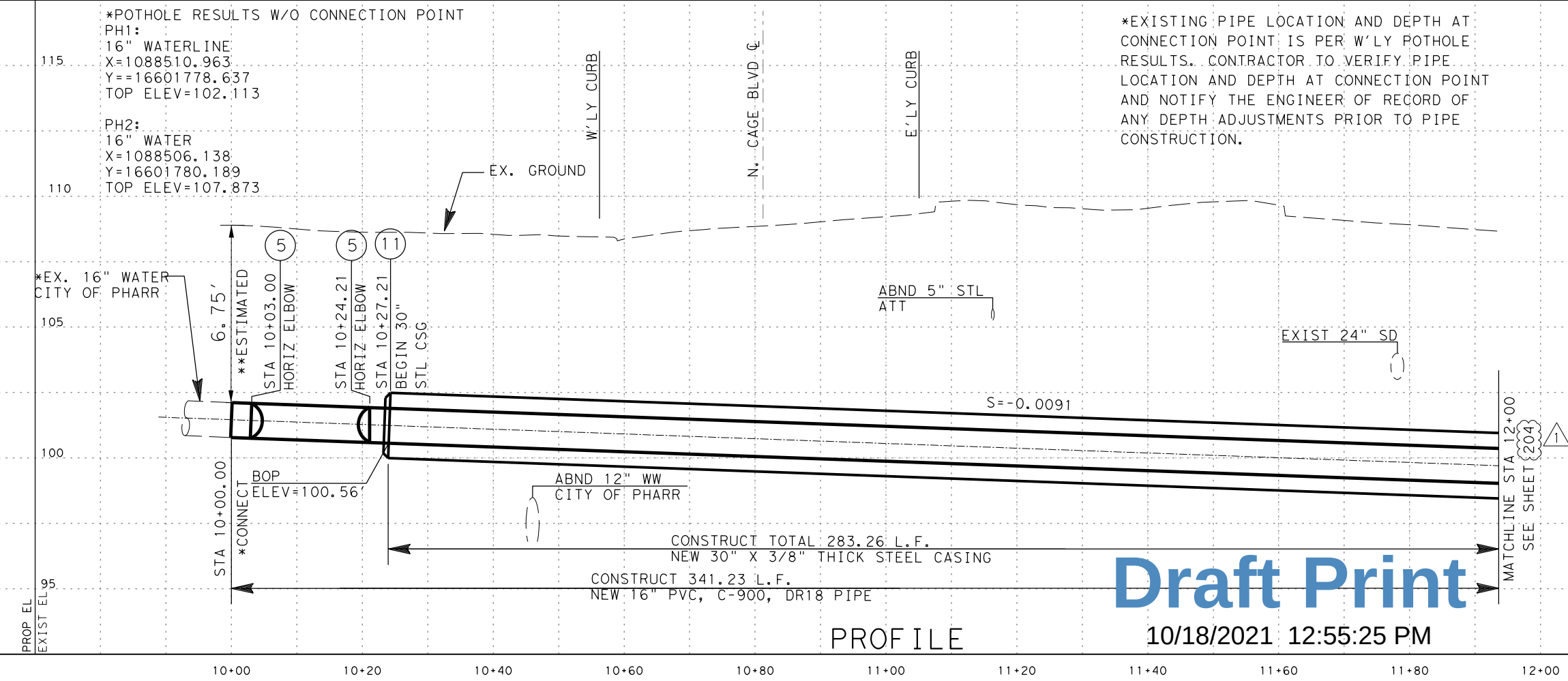
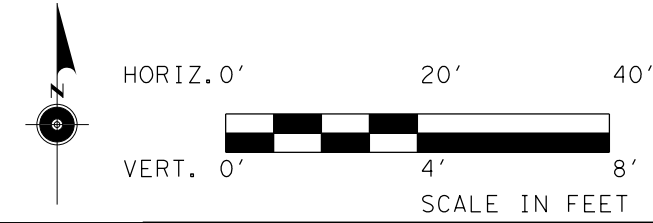
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DATE: 10/15/2021 TIME: 2:20:26 PM



CONSTRUCTION NOTES

- 2 INSTALL D.I. SLEEVE TYPE COUPLING, MJ, SOLID LONG SLEEVE W/RESTRAINED JOINTS. SIZE PER PLAN.
- 4 INSTALL 16" PVC C-900, DR18 PIPE WITH RESTRAINED JOINTS AND TRACER WIRE.
- 5 INSTALL 16"x45° D.I. ELBOW W/M.J. RESTRAINED JOINTS AND CONC THRUST BLOCK PER CITY OF PHARR WATER STD WTR-6B, WTR-7A & WTR 7C. SEE SHEET FUU-203.
- 6 ABANDON EX. WATER LINE. CAP ENDS A MIN DEPTH OF 12" OF PIPE. REMOVE INTERFERING PORTIONS.
- 7 PROTECT IN PLACE.
- 11 INSTALL 30" X 3/8" THICK STEEL PIPE CASING PER CITY OF PHARR WATER STDS WTR-9, WTR9A AND WTR-9B. SEE SHEET FUU-204.
- 12 INSTALL NEW GATE VALVE PER CITY OF PHARR TD WTR-3. SEE SHEET FUU-201 & SHEET FUU-202. SIZE PER PLAN.

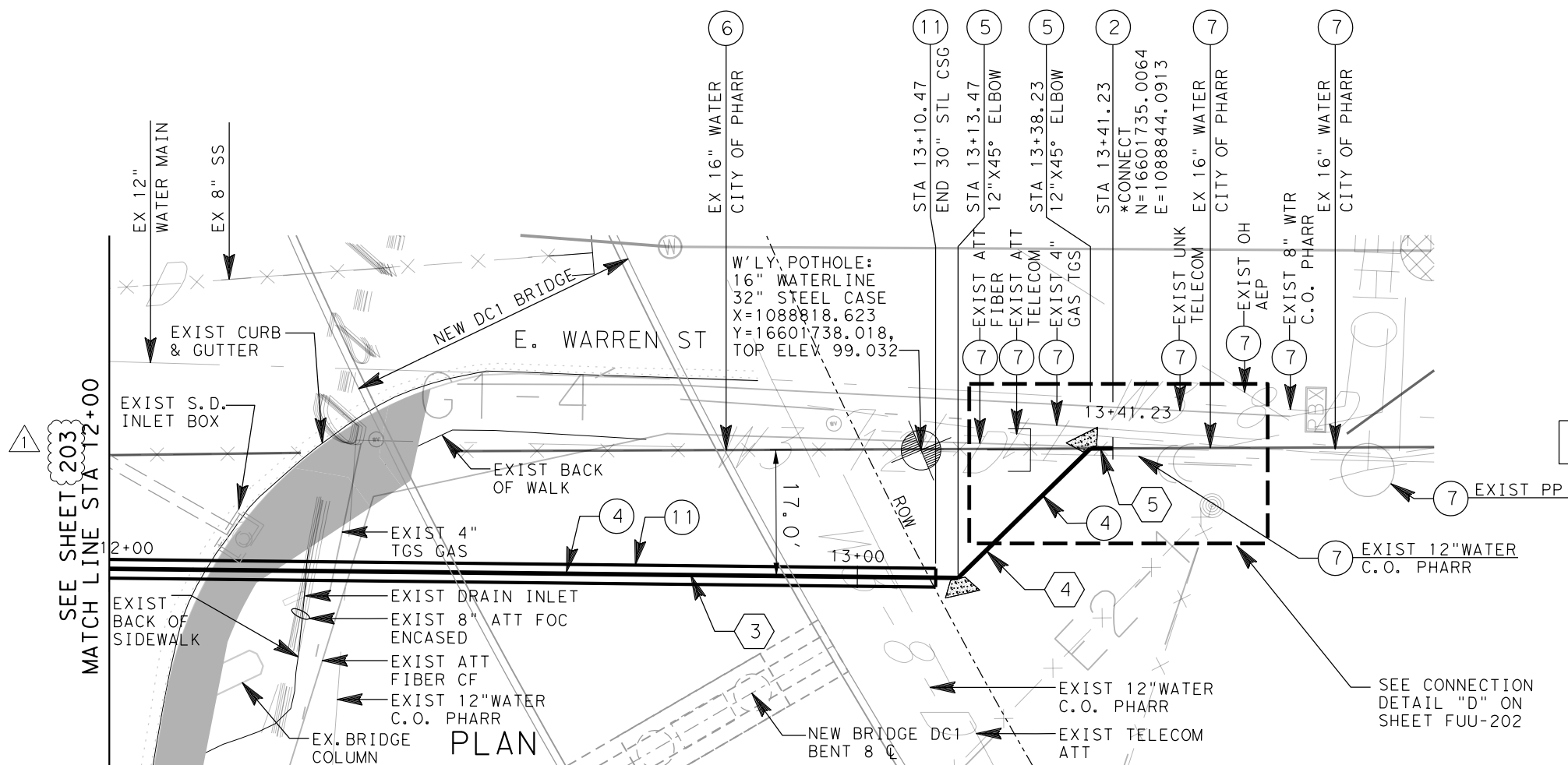
NOTE: PRESSURE TEST AT 155 PSI FOR 8 HOURS.



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1			
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Safe Utility Exposure, Inc P.O. Box 902 La Mirada, CA 90637			
Texas Department of Transportation © 2020			
I-2/I-69C INTERCHANGE PROJECT			
WATER			
PLAN & PROFILE			
16" WATER LINE			
SHEET 5 OF 11			
DESIGNED BY	FED. RD. DIV. NO.	STATE PROJECT NO.	HIGHWAY NO.
DRAWN BY	6	SEE TITLE SHEET	IH 2
CHECKED BY	STATE	DISTRICT	COUNTY
VERIFIED BY	TEXAS	PHARR	HIDALGO
	CONTROL	SECTION	JOB
	0039	17	175, ETC.

2FUP-203

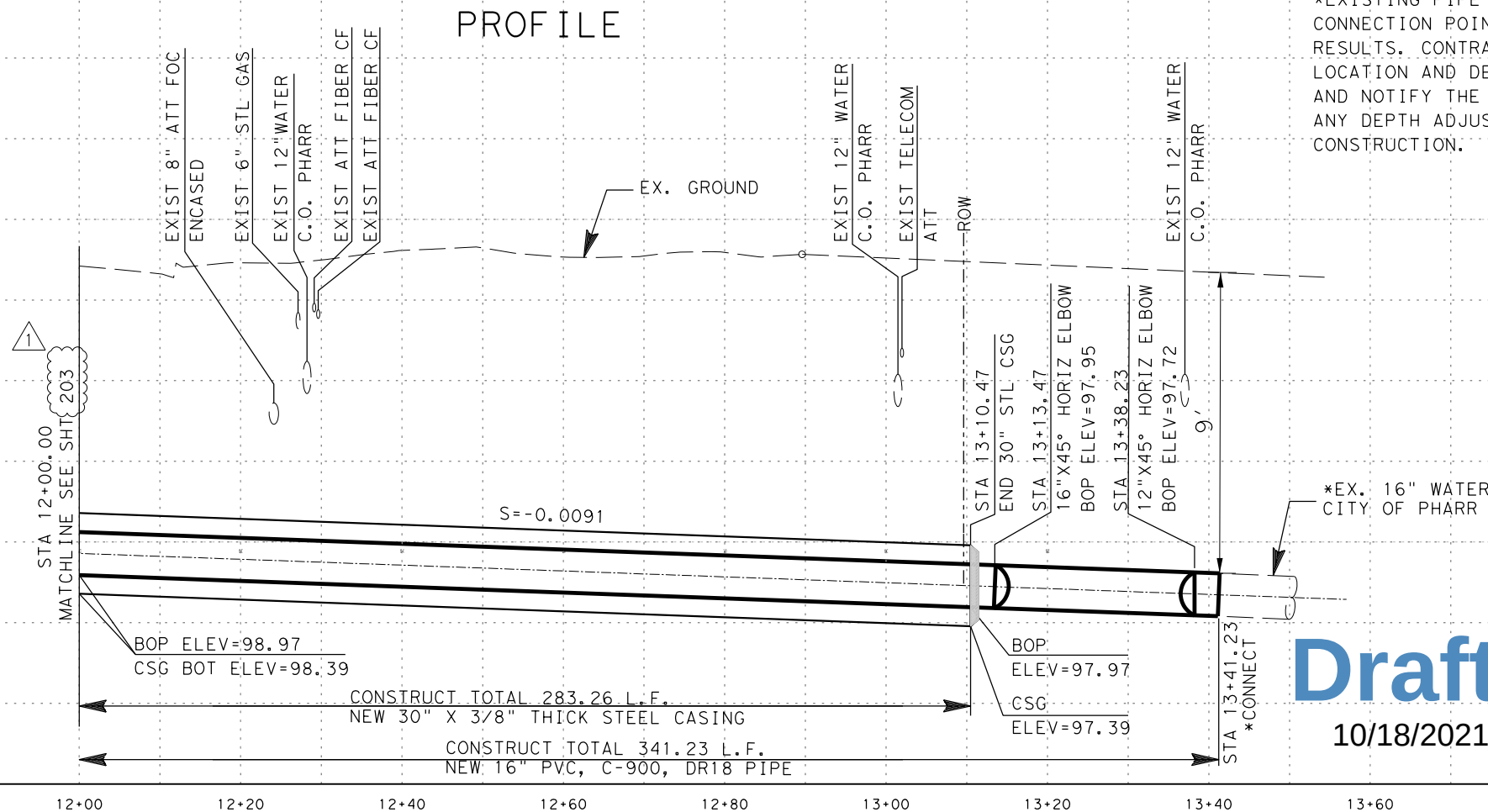
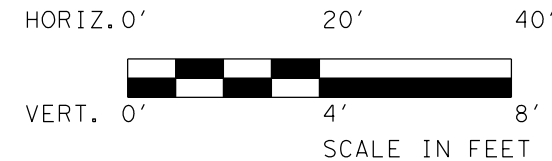


CONSTRUCTION NOTES

- INSTALL D.I. SLEEVE TYPE COUPLING, MJ, SOLID LONG SLEEVE W/RESTRAINED JOINTS. SIZE PER PLAN.
- INSTALL 16" PVC C-900, DR18 PIPE WITH RESTRAINED JOINTS AND TRACER WIRE.
- INSTALL 16"x45° D.I. ELBOW W/M.J. RESTRAINED JOINTS AND CONC THRUST BLOCK PER CITY OF PHARR WATER STD WTR-6B, WTR-7A & WTR 7C. SEE SHEET FUU-203.
- ABANDON EX. WATER LINE. REMOVE INTERFERING PORTIONS.
- PROTECT IN PLACE.
- 30" DIAM X 3/8" THICK STEEL CASING PER CITY OF PHARR STD WTR-9A & WTR-9B. SEE SHEET FUU-204.

NOTE: PRESSURE TEST AT 155 PSI FOR 8 HOURS.

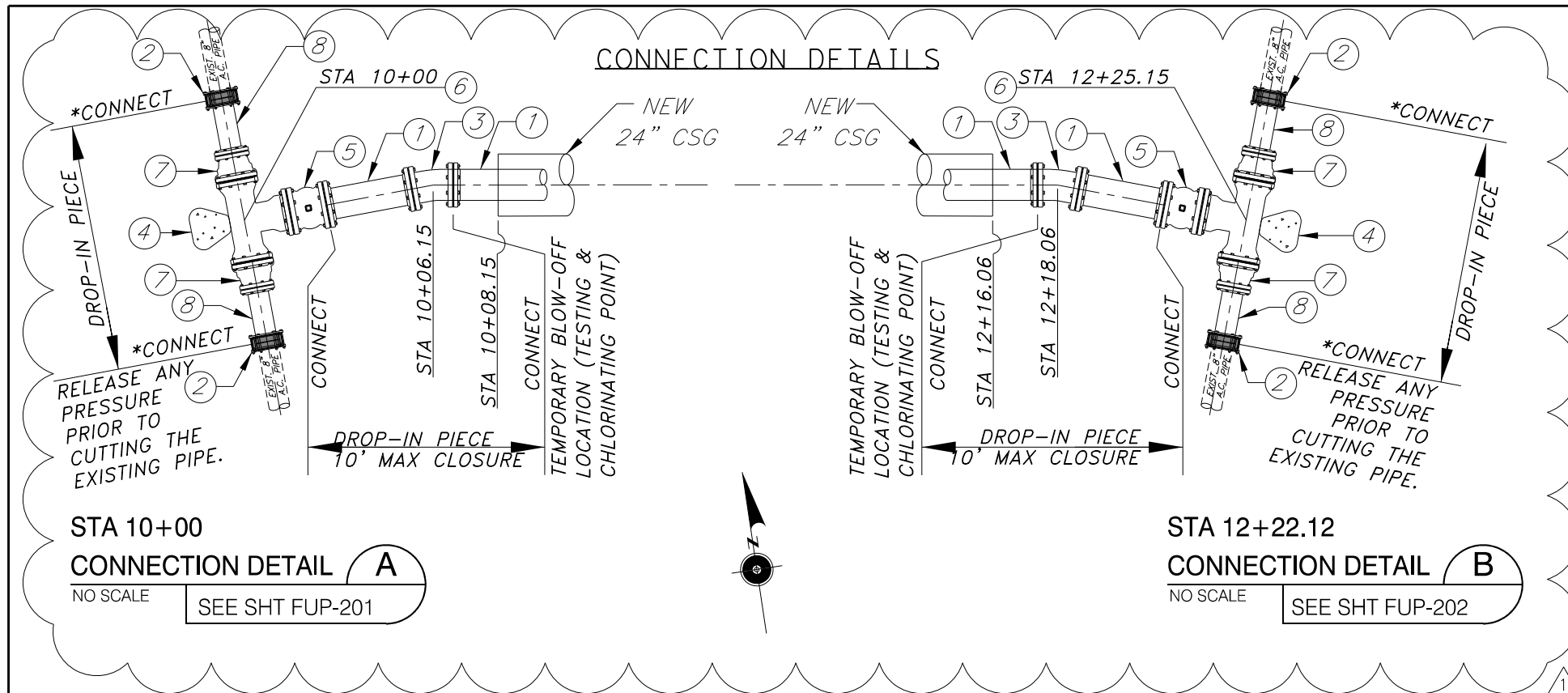
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5	S82° 6' 10.5"E	3.0000



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Safe Utility Exposure, Inc P.O. Box 902 La Mirada, CA 90637				
Texas Department of Transportation © 2020				
I-2/I-69C INTERCHANGE PROJECT WATER PLAN & PROFILE 16" WATER MAIN (SHEET 6 OF 11)				
DESIGNED BY	FED. RD. DIV. NO.	STATE PROJECT NO.	HIGHWAY NO.	
DRAWN BY	6	SEE TITLE SHEET	IH 2	
CHECKED BY	STATE	DISTRICT	COUNTY	SHEET NO.
VERIFIED BY	TEXAS	PHARR	HIDALGO	
	CONTROL	SECTION	JOB	
	0039	17	175, ETC.	

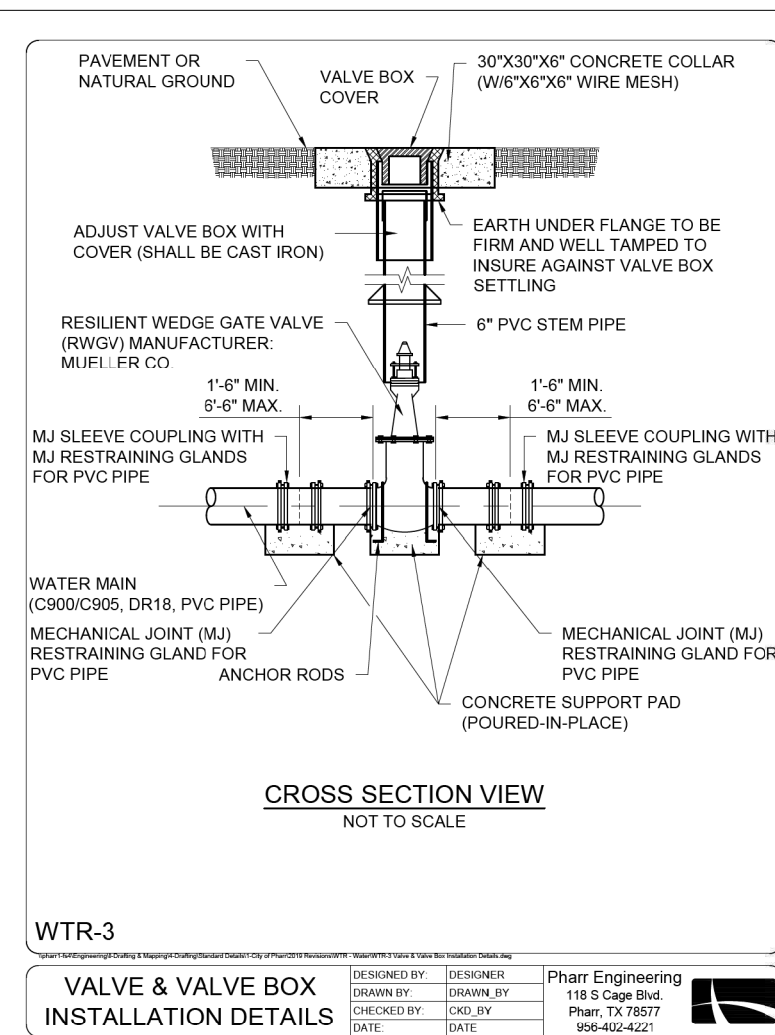
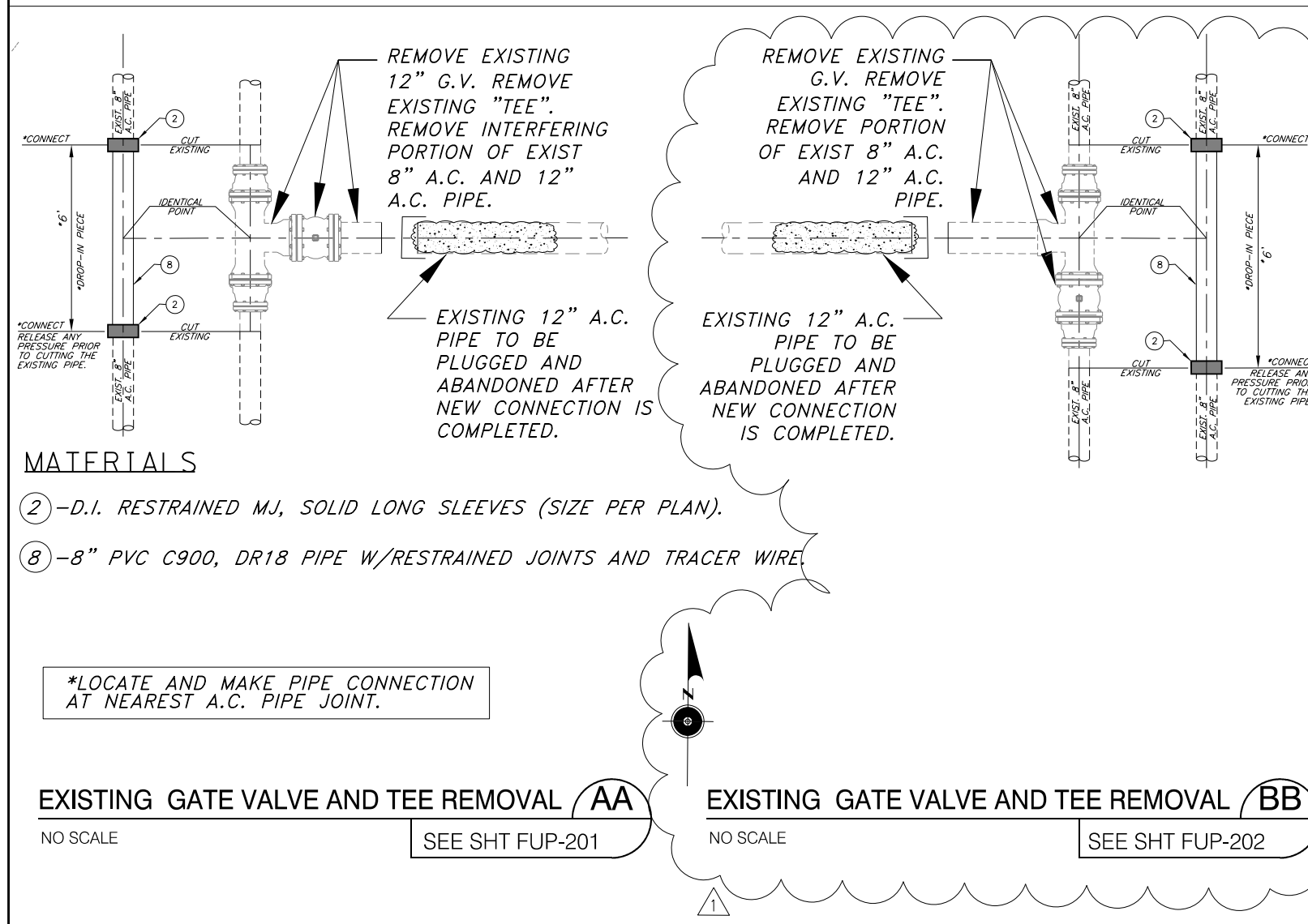


MATERIALS

- 1 - 12" PVC C900, DR18 PIPE W/RESTRAINED JOINTS AND TRACER WIRE.
- 2 - D.I. RESTRAINED MJ, SOLID LONG SLEEVES (SIZE PER PLAN).
- 3 - 12" X 11.25" D.I. ELBOW W/MJ RESTRAINED JOINTS.
- 4 - CONCRETE THRUST BLOCK PER.
- 5 - 12" GATE VALVE W/RESTRAINED JOINTS.
- 6 - 12" D.I. TEE W/RESTRAINED JOINTS.
- 7 - 12" X 8" REDUCER W/RESTRAINED JOINTS.
- 8 - 8" PVC C900, DR18 PIPE W/RESTRAINED JOINTS AND TRACER WIRE.

*LOCATE AND MAKE PIPE CONNECTION AT NEAREST A.C. PIPE JOINT.

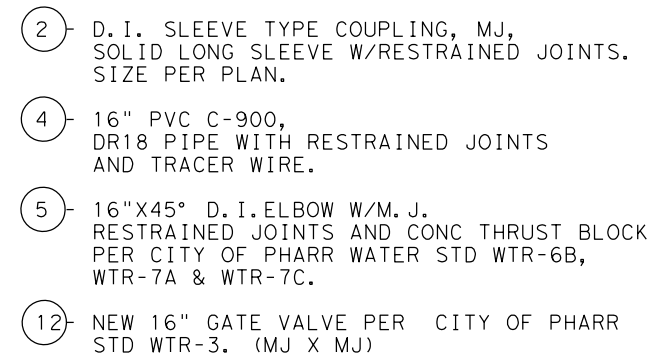
NOTE:
PRESSURE TEST AT 155 PSI FOR 8 HOURS.



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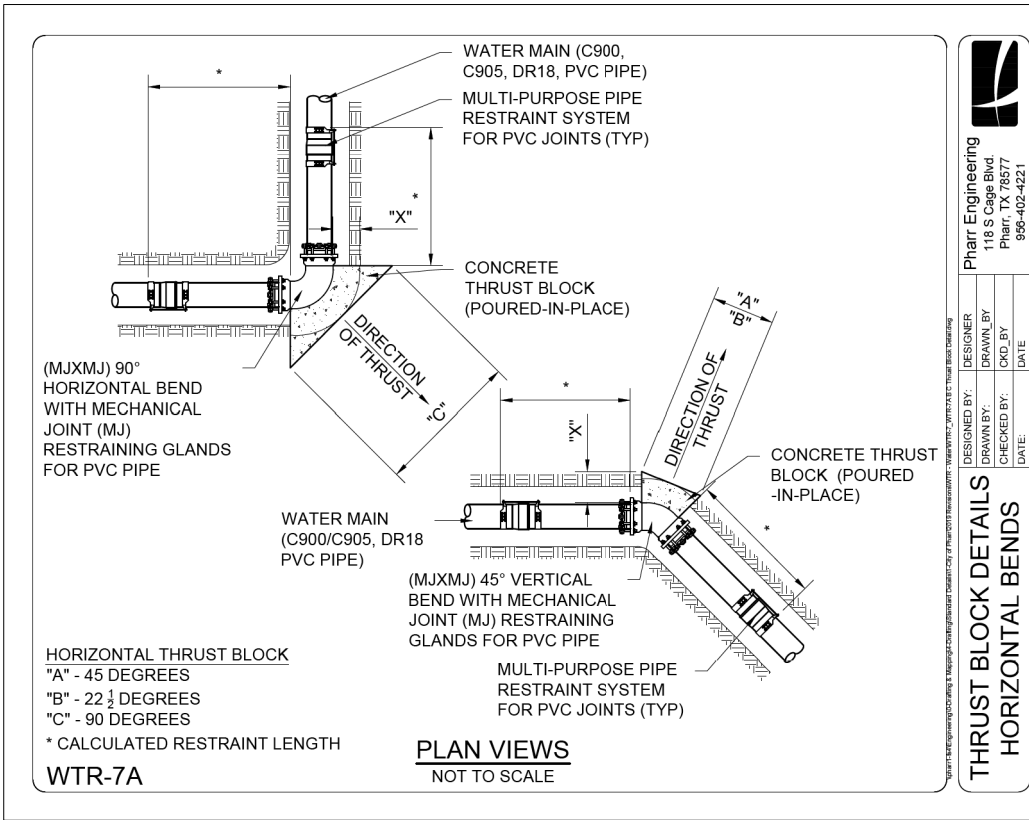
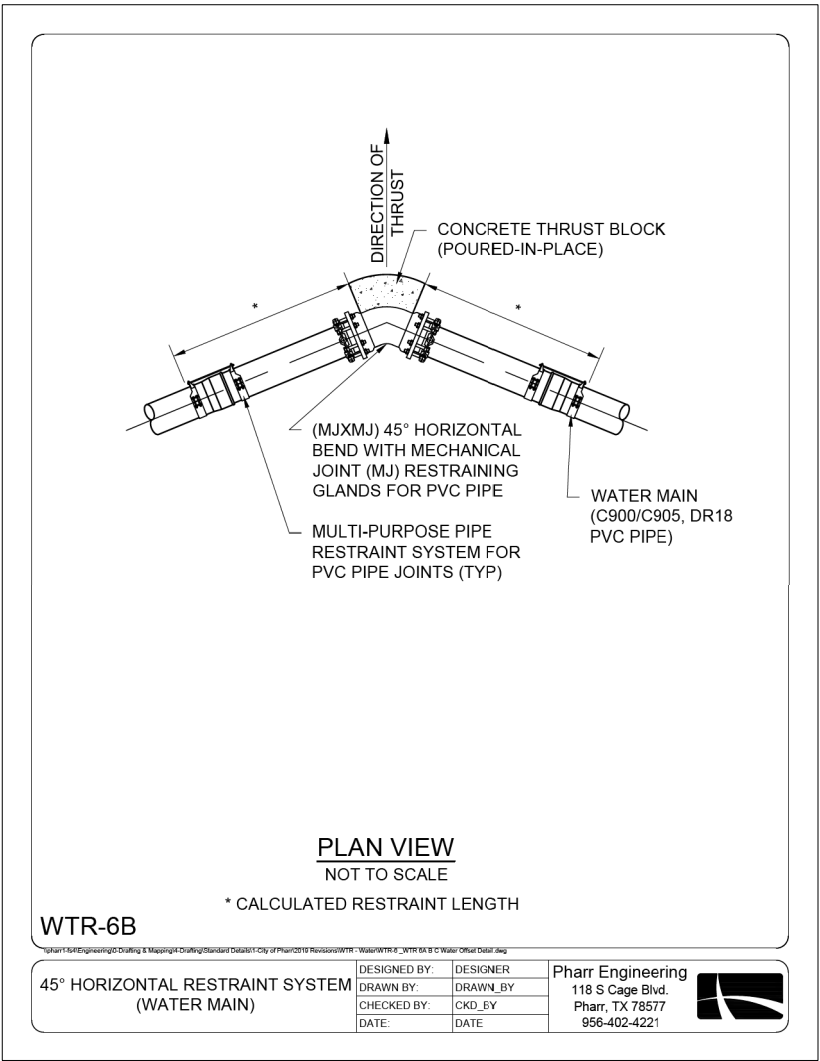
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JOINT VENTURE					
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		Texas Department of Transportation © 2020			
I-2/I-69C INTERCHANGE PROJECT					
WATER					
G.V. REMOVAL DETAIL NEW CONNECTION DETAILS					
SHEET 7 OF 11					
DESIGNED BY		FED. RD. DIV. NO.	STATE PROJECT NO.		HIGHWAY NO.
DRAWN BY		6	SEE TITLE SHEET		IH 2
CHECKED BY		STATE	DISTRICT	COUNTY	SHEET NO.
		TEXAS	PHARR	HIDALGO	
VERIFIED BY		CONTROL	SECTION	JOB	
		0039	17	175, ETC.	
					2FUU-201



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I-2/I-69C INTERCHANGE PROJECT CITY OF PHARR CONNECTION DETAILS 16" WATER LINE 			
{SHEET 8 OF 11}			
DESIGNED BY	FED. RD. DIV. NO.	STATE PROJECT NO.	HIGHWAY NO.
DRAWN BY	6	SEE TITLE SHEET	IH 2
	STATE	DISTRICT	COUNTY
CHECKED BY	TEXAS	PHARR	HIDALGO
VERIFIED BY	CONTROL	SECTION	JOB
	0039	17	175. ETC.
			2FUU-202



- GENERAL NOTES:
1. THE LOCATION OF THRUST BLOCKS DEPENDS UPON THE DIRECTION OF THRUST AND TYPE OF FITTING.
 2. THRUST BLOCK CALCULATIONS AREA BASED ON A WATER LINE PRESSURE OF 150 PSI AND AN ALLOWABLE SOIL BEARING VALUE OF 2,500 POUNDS PER SQUARE FOOT.
 3. "C" DIMENSION SHALL BE LARGE ENOUGH TO MAKE ANGLE DIAMETER EQUAL TO OR LARGER THAN 45 DEGREES.
 4. ANGLE DIAMETER SHALL BE EQUAL TO OR LARGER THAN 45 DEGREES.
 5. IN ADDITION TO HORIZONTAL THRUST BLOCKING REQUIRED, MECHANICAL JOINT (MJ) RESTRAINING GLANDS SHALL BE USED ON ALL 22 1/2° BENDS, 45° BENDS, 90° BENDS, TEE, AND FIRE HYDRANT 90° BEND.

HORIZONTAL THRUST BLOCKING TABLE									
PIPE SIZE	"X" DIM. (FT.)	22 1/2 DEGREES		45 DEGREES		90 DEGREES		CAP OR PLUG	
		"A" (FT.)	MIN. AREA (SF.)	"B" (FT.)	MIN. AREA (SF.)	"C" (FT.)	MIN. AREA (SF.)	"D" (FT.)	MIN. AREA (SF.)
4"	1.50	1.00	1.00	1.00	1.00	1.00	1.06	1.00	1.06
6"	1.50	1.00	1.00	1.14	1.30	1.55	2.40	1.30	1.70
8"	1.50	1.08	1.18	1.52	2.31	2.07	4.27	1.74	3.02
10"	1.50	1.35	1.84	1.90	3.61	2.58	6.66	2.17	4.71
12"	1.50	1.63	2.65	1.86	5.19	3.10	9.60	2.61	6.79
14"	2.00	1.92	3.61	2.26	7.05	3.63	13.09	3.06	9.26
16"	2.00	2.22	4.72	2.67	9.19	4.17	17.13	3.92	12.12
18"	2.00	2.53	5.98	3.09	11.61	4.72	21.72	3.99	15.37
20"	2.00	2.85	7.39	3.52	14.31	5.28	26.36	4.47	19.01
24"	2.00	3.52	10.66	4.41	20.55	6.43	38.97	5.46	27.46

WTR-7C

WATER MAIN THRUST BLOCK DETAILS

DESIGNED BY:	DESIGNER	Pharr Engineering
DRAWN BY:	DRAWN_BY	118 S Cage Blvd.
CHECKED BY:	CKD_BY	Pharr, TX 78577
DATE:	DATE	956-402-4221

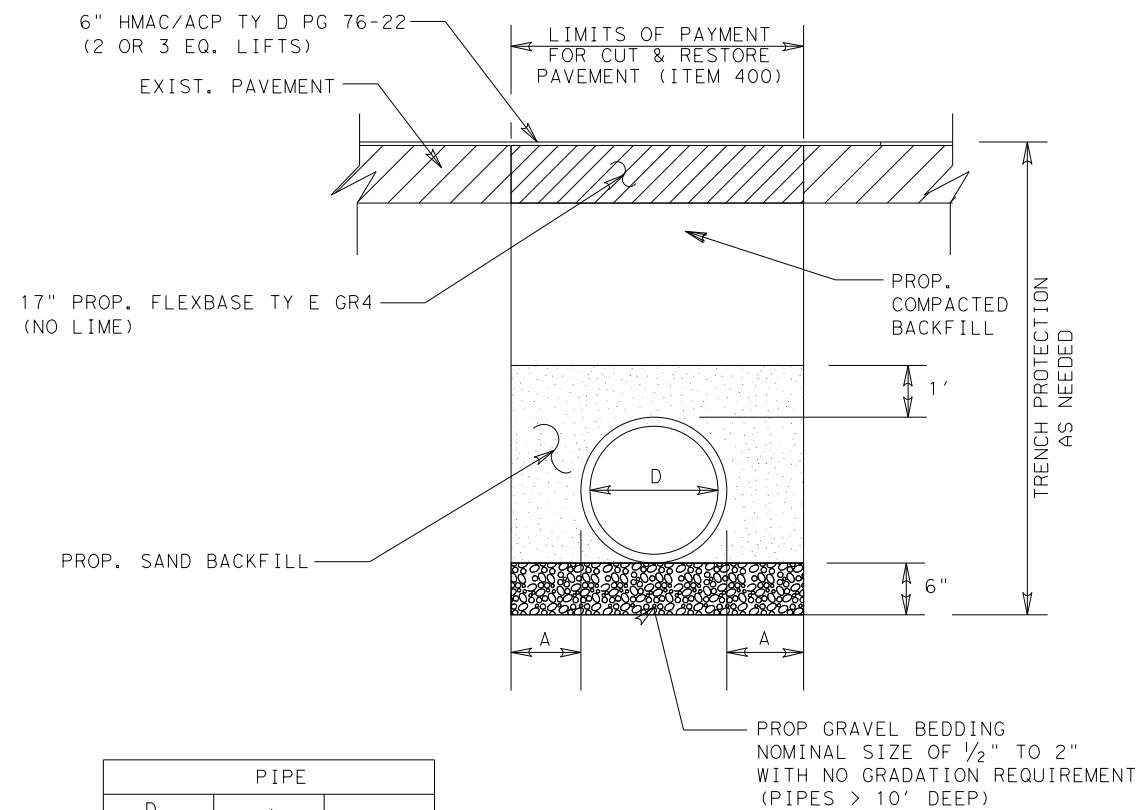
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I-2/I-69C INTERCHANGE PROJECT							
CITY OF PHARR WATER STANDARDS							
SHEET 9 OF 11							
DESIGNED BY:	FED. RD. DIV. NO.	STATE PROJECT NO.		HIGHWAY NO.			
DRAWN BY:	6	SEE TITLE SHEET		IH 2			
CHECKED BY:	TEXAS	DISTRICT	COUNTY	SHEET NO.			
VERIFIED BY:	CONTROL	SECTION	JOB	2FUU-203			
	0039	17	175, ETC.				

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I-2/I-69C INTERCHANGE PROJECT CITY OF PHARR WATER STANDARDS 1			
DESIGNED BY	FED. RD. DIV. NO.	STATE PROJECT NO.	HIGHWAY NO.
DRAWN BY	6	SEE TITLE SHEET	IH 2
CHECKED BY	STATE	DISTRICT	COUNTY
VERIFIED BY	TEXAS	PHARR	HIDALGO
	CONTROL	SECTION	JOB
	0039	17	175. ETC.
			2FUU-204



PIPE		
D (IN)	A (FT)	WALL THICKNESS
18"	1'	3 1/4"
24"	1'	3 3/4"
30"	1'	4 1/4"
36"	1'	4 3/4"
42"	1'	5 1/4"
48"	2'	5 3/4"
54"	2'	6 1/4"
60"	2'	6 3/4"
72"	2'	7 3/4"

EXCAVATION & BACKFILL DETAIL
(FOR PIPE INSTALLATION FOR CUT/RESTORE AREAS)

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I-2/I-69C INTERCHANGE PROJECT			
SEWER EXCAVATION & BACKFILL DETAIL			
SHEET 11 OF 11			
DESIGNED BY	FED. RD. DIV. NO.	STATE PROJECT NO.	HIGHWAY NO.
DRAWN BY	6	SEE TITLE SHEET	IH 2
CHECKED BY	STATE	DISTRICT	COUNTY
VERIFIED BY	TEXAS	PHARR	HIDALGO
	CONTROL	SECTION	JOB
	0039	17	175, ETC.
2FDD-201			



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 11.A.

DATE SUBMITTED: March 30, 2022

MEETING DATE: April 4, 2022

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR: Patricia Rigney

Agenda Item: Consultation with Legal and consideration and action, if any, on settlement in *City of Pharr, Texas vs. Saenz Utility Contractors, LLC f/k/a Saenz Utility Contractors, Ltd., Sames, Inc., Samuel Maldonado, and Contech Engineered Solutions, LLC*, C-4349-17-B, in the 93rd District Court Hidalgo County, Texas.

Classification: Closed Session

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

Issue: Settlement Agreement for Litigation

Fiscal Consideration: 0

Staff Recommendation: Approve

Alternatives: Deny settlement and proceed to expensive and lengthy trial.

Exclude Material from Public Packet? Yes

Reason: Legal

ROUTING:

Patricia Rigney
Fabiola Sanchez
City Management Office

Created/Initiated - 3/30/2022
Approved - 3/30/2022
Final Approval - 4/1/2022