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
TUESDAY, JULY 19, 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 July 2022 as Parks and Recreation Month. (PARKS)

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.

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

A) Submission of Sales Tax Collection Report for July 2022.

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 July 5, 2022 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, ratifying Resolution rescheduling City Commission Regular Meeting of Monday, July 18, 2022. (ADMINISTRATION)

C) Consideration and action, if any, authorizing City Manager to advertise for sealed bids for a supply contract for the purchase and delivery of aluminum sulfate liquid polymer blend and liquid ammonium sulfate. (PUBLIC UTILITIES)

D) Consideration and action, if any, authorizing City Manager to advertise for Statement of Qualifications (SOQ) for Construction Material Testing (CMT) and Geotechnical Engineering Services Pool. (ENGINEERING)

E) Consideration and action, if any, authorizing City Manager to advertise for sealed bids for a supply contract for the Purchase and delivery of Chlorine & Calcium Hypo-Chlorite. (PUBLIC UTILITIES)

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

1. Iglesia Pentecostes El Buen Pastor, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1). The property is legally described as being Lots 15 thru 18, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 213 E. St. John. **CUP#220532** (DEVELOPMENT SERVICES)

G) PLATS:

1. Melden & Hunt, Inc., representing Irene Uribe Manrique De Lara, President for Garmen Investments, LP, A Texas Limited Partnership, is requesting final plat approval of the proposed Sugar Garden Village Subdivision. The property is legally described as being a 9.697 acre tract of land being the north half of the south half of Lot 119, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 3800 Block of North Sugar Road. **SUB#210308** (DEVELOPMENT SERVICES)

2. Melden & Hunt Inc., representing Mendy Shapiro, Member for Texas NH Management, LLC, A Texas Limited Liability Company, is requesting final plat approval of the proposed Corolla Capital Subdivision Phase I Lot 1. The property is legally described as being a 4.004 acres out of Lot 317 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 6800 block of S. Cage Blvd. **SUB#210617** (DEVELOPMENT SERVICES)

3. Salinas Engineering & Associates, representing Victor Rios, Sr. owner, is requesting final plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision. The property is legally described as being a 0.65 acre tract of land, more or less, known as all of Lot 44, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property physical address is 1401 W. Eisenhower Street. **SUB#211142** (DEVELOPMENT SERVICES)

4. Treviño Engineering, representing Rogelio A. Pruneda, is requesting final plat approval of the proposed Pruneda Subdivision. The property is legally described as being 0.454 acre tract of land forming a part or portion of Lot 325, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 100 Block of West Dicker Road. **SUB#160618** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance regarding Texas Gas Service Company's (TGS) Cost of Service Adjustment (COSA) Filing. ***(Adoption on One Reading)*** (ADMINISTRATION)

B) Consideration, if any, on Ordinance amending Ordinance No. O-2021-52 for budget amendment to the Fiscal Year 2021-2022 budget. (***Adoption on One Reading***) (FINANCE)

8. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the repair and rehabilitation of manholes in the city of Pharr from Southern Trechless Solutions out of La Feria, Texas, through Buyboard Contract # 635-21 in the amount of $191,431.00. (PUBLIC UTILITIES)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Memorandum of Understanding between the City of Pharr/Pharr International Bridge and South Texas College for Certified Customs Specialist (CCS) Program. (BRIDGE)

B) Consideration and action, if any, on professional services agreement with Freese Nichols Engineers to conduct a Title XVI Watersmart Feasibility Report for the City of Pharr. (ADMINISTRATION)

C) Consideration and action, if any, on professional services proposal from Freese Nicholes Engineers to expand the current City of Pharr Certificate of Convenience and Necessity (CCN). (ADMINISTRATION)

D) Consideration and action, if any, on professional service agreement with Freese Nichols Engineers to conduct a Groundwater Supply Engineering Feasibility Study for approximately 240 acres. (ADMINISTRATION)

E) Consideration and action, if any, authorizing City Manager to negotiate and amend contract with City of Pharr's construction management firm for oversight and inspection of the Mexican portion of the Twin Bridge Expansion Project as requested by the Pharr International Bridge Board. (BRIDGE)

10. 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.

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

12. 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.

AGENDA REGULAR MEETING
July 19, 2022

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 15th day of July 2022 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 15th day of July 2022

HILDA PEDRAZA, TRMC / CMC
CITY CLERK

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

_____ Title: _____

Proclamation

WHEREAS, parks and recreation is an integral part of communities throughout the country, including city of Pharr; and

WHEREAS, parks and recreation promotes health and wellness, improves the physical and mental health of people, and alleviates illnesses such as depression, attention deficit disorders, and Alzheimer; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programs and education activities, such as out-of-school time, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and Pharr recognizes the benefits derived from parks and recreation resources.

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

"Parks and Recreation Month"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 19th day of July 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: July 19, 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 #: 5.A.
DATE SUBMITTED: July 14, 2022
MEETING DATE: July 19, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Sales Tax Collection Report for July 2022.

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

Issue: SALES TAX HIGHLIGHTS
The City of Pharr shows an INCREASE of 8.34% Month-to-Month compared to last Year 2021 and overall 12.72% growth compared to last year's collections.

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

Fiscal Consideration:
n/a

Staff Recommendation: Approve

Alternatives: n/a

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

ROUTING:

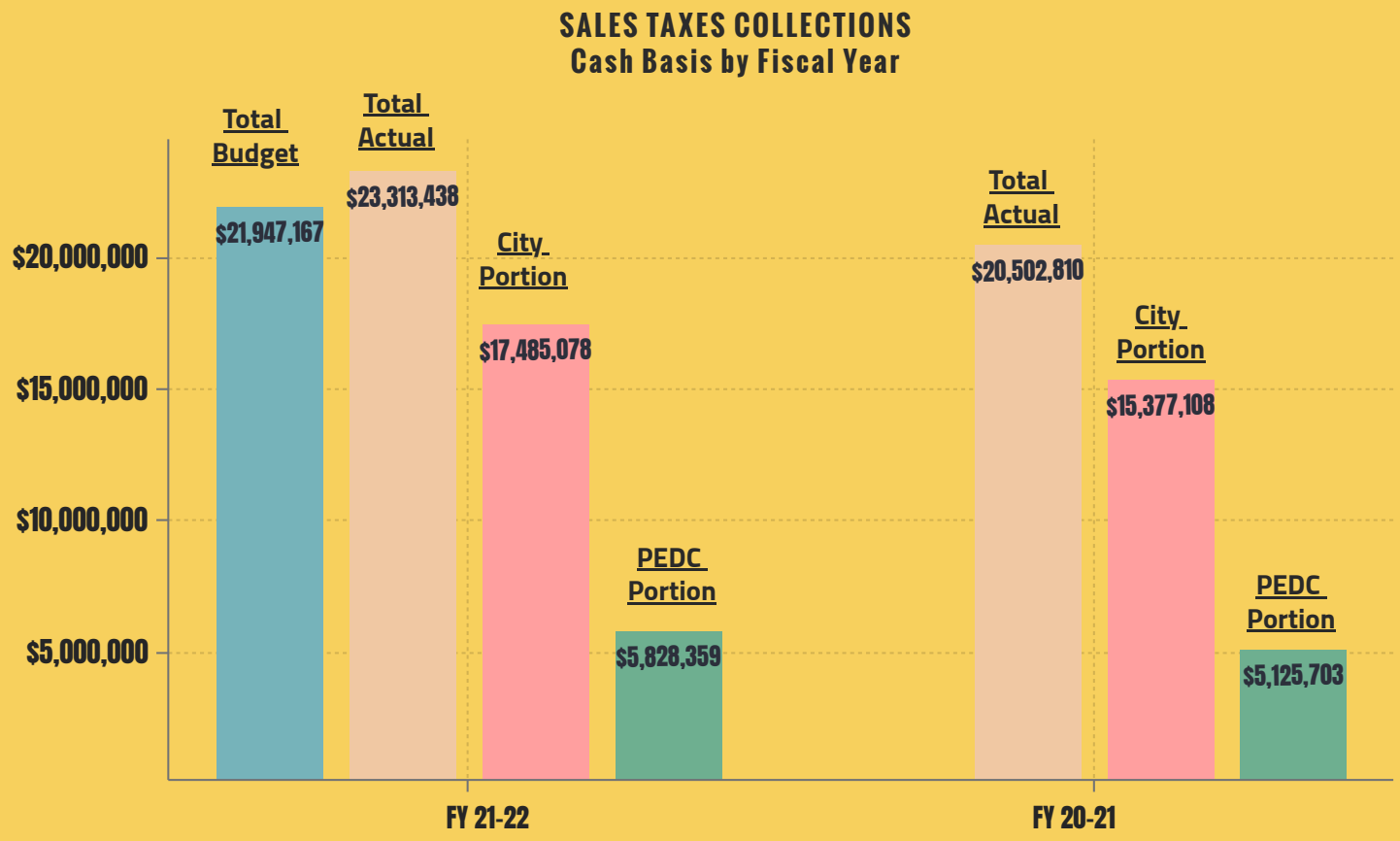
Karla Saavedra
City Management Office

Created/Initiated - 7/14/2022
Final Approval - 7/15/2022

CITY OF PHARR SALES TAXES

as of July 2022

FY 2021-2022



12.72% YTD

Increase in Sales Tax from Last Year*

8.34%

Compared to July 2021 Cash Basis.

Ranked No. 7

compared to neighbor Cities

*Growth is based on Calendar Year per Texas State Comptroller

CREATED BY

Karla Saavedra, CGFO

WE ARE TEAM PHARR

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: July 11, 2022
MEETING DATE: July 19, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Approval of Minutes for July 5, 2022 Regular Called Meeting.

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

Issue: Minutes for meeting held on Tuesday, July 5, 2022 at 4:00 pm

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 - 7/11/2022
Final Approval - 7/15/2022

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, JULY 5, 2022
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, July 5, 2022 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Pro Tem Daniel Chavez
Comm. Eleazar Guajardo
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Roberto "Bobby" Carrillo
Comm. Ramiro Caballero

STAFF PRESENT: Andy Harvey, City Manager/Police Chief
Edward Wylie, Deputy City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, City Clerk
Maria Rangel, Asst. City Engineer
Karla Saavedra, Finance Director
Juan Villescas, Municipal Judge
Joel Robles, Asst. Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Dev. Srvcs. Director
Kimberly Mendoza, Code Enforcement Dir.
Luis Marin, Asst. Public Works Director
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Yuri Gonzalez, Chief Comms. Officer
Kenneth Ennis, Public Safety Comm. Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Pete Arredondo led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING THE WEEK OF JULY 18-22, 2022 AS 100TH ANNIVERSARY OF PHARR FIRE DEPARTMENT (FIRE)

Comm. Medina read proclamation proclaiming the week of July 18-22, 2022 as 100th Anniversary of the Pharr Fire Department and presented proclamation to Pilar Rodriguez, Fire Chief, and staff.

Pilar Rodriguez, Fire Chief, thanked the Commission for the recognition and stated they would be hosting an event as part of their 100th Anniversary celebration on July 21, 2022 from 6:00 p.m. to 10:00 p.m. in downtown park.

ITEM 3. PUBLIC TESTIMONY

Edith Castillo, McAllen resident, spoke on item 6.B and voiced her concerns regarding the $10.00 non-resident fee.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Hilda Pedraza, City Clerk, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT (ENGINEERING)

Hilda Pedraza, City Clerk, introduced the item.

Andy Harvey, City Manager, stated City Engineer's report was in their packets and questions could be entertained at this time. There being no questions, he called upon Sergio Alanis, Parks & Recreation Director.

Sergio Alanis, Parks & Recreation Director, recognized the All Start Baseball team members for placing their Regional Tournament and qualifying to the World Series. Coaches Roberto Hernandez and Cesar Maldonado introduced the boys and girls team members and thanked the Commission for their continued support.

Comm. Flores congratulated the team members for their accomplishments and thanked the coaches and parents for their time and dedication. Comm. Chavez, Comm. Medina, and Comm. Guajardo echoed Comm. Flores comments.

Danny Ramirez, EMS Chief, reported on the Spina Bifida (SB) 250 bike ride from McAllen to San Antonio and introduced Casey Swanson. Mr. Swanson stated they hosted a charity cycling event for the Suzannah Smiles non-profit corporation and thanked Pharr EMS for assisting them throughout the course and ensuring riders safety.

Jose Pena, IT Director, and Cynthia Garza, CDBG/External Affairs Director reported on the Fiber Connect 2022 Conference held in Nashville, Tennessee. Mr. Pena stated 15 home installations were complete as of today and showed a video on Gray Bar supplier. Ms. Garza stated city leaders spoke at the conference about the City of Pharr's story on the broadband project network and presented a video.

Yuri Gonzalez, Chief Communications Officer, reported on the 4th of July Independence Day festival held on Saturday, July 2, 2022 and stated it had been a success. A recap video of the event was presented.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR JUNE 20, 2022 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2022-19 TO MODIFY THE FEE SCHEDULE FOR THE PHARR NATATORIUM LOCATED AT 3001 N. CAGE BLVD. (3RD AND FINAL READING) (PARKS)

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

1. MELDEN & HUNT, INC., REPRESENTING ADELANTE HOLDINGS, LTD., OWNER, REQUESTED A LIFE OF THE USE CONDITIONAL USE PERMIT TO ALLOW A SELF-STORAGE FACILITY IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 2.30 ACRES, MORE OR LESS, OUT OF LOT 151, KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 2605 NORTH SUGAR ROAD. CUP#220429 (TABLED) (DEVELOPMENT SERVICES)

2. FUERA DE LUGAR, LLC, D/B/A FUERA DE LUGAR RESTAURANT, 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 0.071 OF AN ACRE TRACT OF LAND, MORE OR LESS, OUT OF PLAZA SPORTS CENTER PHASE 1 LOT 1 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1101 EAST NOLANA LOOP. CUP#150101 (DEVELOPMENT SERVICES)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Guajardo **moved** to untable item 6.C.1. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Comm. Medina **moved** to approve consent agenda items. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2022-25 is filed with the City Clerk's office.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPOINTING/REAPPOINTING AN ALTERNATE MUNICIPAL JUDGE (ADOPTION ON ONE READING) (ADMINISTRATION)

Hilda Pedraza, City Clerk, introduced the item.

Andy Harvey, City Manager, briefly stated Rodolfo "Rudy" Martinez was the current Alternate Municipal Judge and recommended approval with same terms and conditions.

Comm. Medina **moved** to reappoint Rodolfo" Rudy" Martinez as Alternate Municipal Judge as recommended. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2022-26 is filed with the City Clerk's office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING TWO (2) ALTERNATE MEMBERS TO THE BOARD OF ADJUSTMENT (DEVELOPMENT SERVICES)

Hilda Pedraza, City Clerk, introduced the item.

Andy Harvey, City Manager, briefly stated current alternate members wished to be reappointed and recommended approval.

Comm. Flores **moved** to reappoint Rogelio Torres and Ramiro Gutierrez as alternate members to the Board of Adjustment. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2022-27 is filed with the City Clerk's office.

DRAFT

ITEM 8. CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF MEMORANDUM OF AGREEMENT WITH THE COASTAL BEND REGIONAL ADVISORY COUNCIL FOR THE RIO GRANDE VALLEY HOSPITAL PREPAREDNESS PROGRAM (EMERGENCY MEDICAL SERVICES)

Hilda Pedraza, City Clerk, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXECUTE AN INVESTIGATOR-INITIATED STUDY AGREEMENT BETWEEN BFLY OPERATIONS, INC. AND THE CITY OF PHARR / PHARR EMS (EMERGENCY MEDICAL SERVICES)

Hilda Pedraza, City Clerk, introduced the item.

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

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

None

ITEM 10. RECONVENE

None

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:51 p.m.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ
MAYOR

DRAFT

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 5th DAY OF JULY 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 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: July 11, 2022
MEETING DATE: July 19, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, ratifying Resolution rescheduling City Commission Regular Meeting of Monday, July 18, 2022.

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

Issue: Ratify change of City Commission meeting date.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 7/11/2022
Patricia Rigney	Approved - 7/12/2022
City Management Office	Final Approval - 7/15/2022

STATE OF TEXAS **{}**

COUNTY OF HIDALGO **{}** **R E S O L U T I O N**
NO: R-2022-___

CITY OF PHARR **{}**

WHEREAS, Article III, Section 1 of the Charter of the City of Pharr authorizes the Board of Commissioners to fix the time for the two (2) regular meetings per month of the Board of Commissioners of the City of Pharr; and

WHEREAS, The Board of Commissioners have by motion made and seconded unanimously agreed to designate the time of 4:00 p.m. on every first and third (1st & 3rd) Monday of every month the regular City Commission Meetings; and

WHEREAS, The City Commission Regular Meeting of Monday, July 18, 2022 needs to be cancelled and rescheduled. Nothing herein is intended to prevent the calling of a special called meeting of the Board of Commissioners of the City of Pharr, Texas if circumstances require the holding of such meeting.

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

The City Commission Meeting of Monday, July 18, 2022 be cancelled and rescheduled to Tuesday, July 19, 2022 at 4:00 p.m.

The Board of Commissioners ratifies the action of meeting on Tuesday, July 19, 2022.

PASSED, APPROVED, AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR this the 19th day of July 2022.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: July 14, 2022
MEETING DATE: July 19, 2022

FROM: Ruben Rosales, Public Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for sealed bids for a supply contract for the purchase and delivery of aluminum sulfate liquid polymer blend and liquid ammonium sulfate.

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

Issue: Staff is requesting authorization to solicit sealed bids for the purchase and delivery of aluminum sulfate liquid polymer blend & liquid ammonium sulfate. (Project# 2122-60-582-SP005-157)

Fiscal Consideration: N/A

Staff Recommendation: Request of bids

Alternatives: N/A

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

ROUTING:

Ruben Rosales	Created/Initiated - 7/14/2022
Ruben Rosales	Approved - 7/14/2022
Ignacio Amezcua	Approved - 7/14/2022
Patricia Rigney	Approved - 7/14/2022
Karla Saavedra	Approved - 7/15/2022
City Management Office	Final Approval - 7/15/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.
DATE SUBMITTED: July 13, 2022
MEETING DATE: July 19, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for Statement of Qualifications (SOQ) for Construction Material Testing (CMT) and Geotechnical Engineering Services Pool.

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

Issue: The current Master Service Agreement for Professional Construction Material Testing and Geotechnical Engineering Services will expire on September 04, 2022. This agreement is on the last 1-year extension out of two 1-years extensions allowed. The original time of the agreement was 2-years starting on September 04, 2018, and it will have been active for a total of 4-years.

As a result, there is a need to advertise a Statement of Qualifications (SOQs) for Professional Construction Material Testing and Geotechnical Engineering Services. Once SOQs are received, staff will review, score, and rank the submittals and make a recommendation to the City Commission for the new pool of CMT and geotechnical firms. The same option will be available to extend the contract twice in 1-year increments.
(Project #2122-01-528-S017-663)

Fiscal Consideration: No fiscal considerations at this time except cost to advertise.

Once a Master Service Agreement is in place, costs will be consistent across the various firms and over the life of the agreement. Services will be budgeted at the time a new project is created.

Staff Recommendation: Staff recommends approval to advertise the SOQ for Professional Construction Material Testing and Geotechnical Services

Alternatives: The alternative is to procure these services individually, at the time they are needed.

Exclude Material from Public Packet? No
Reason: No exclusion.

ROUTING:

Maria Rangel	Created/Initiated - 7/13/2022
Ignacio Amezcua	Approved - 7/13/2022
City Management Office	Final Approval - 7/15/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.
DATE SUBMITTED: July 14, 2022
MEETING DATE: July 19, 2022

FROM: Ruben Rosales, Public Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for sealed bids for a supply contract for the Purchase and delivery of Chlorine & Calcium Hypo-Chlorite.

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

Issue: Staff is requesting authorization to advertise for sealed bids (Project# 2122-60-582-SP006-157)

Fiscal Consideration: N/A

Staff Recommendation: Request for bids.

Alternatives: N/A

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

ROUTING:

Ruben Rosales	Created/Initiated - 7/14/2022
Ruben Rosales	Approved - 7/14/2022
Ignacio Amezcua	Approved - 7/14/2022
Patricia Rigney	Approved - 7/14/2022
Karla Saavedra	Approved - 7/15/2022
City Management Office	Final Approval - 7/15/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.
DATE SUBMITTED:
MEETING DATE: July 19, 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: City Commission

AGENDA ITEM #: 6.F.1.
DATE SUBMITTED: July 12, 2022
MEETING DATE: July 19, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Iglesia Pentecostes El Buen Pastor, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1). The property is legally described as being Lots 15 thru 18, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 213 E. St. John. **CUP#220532**

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

Issue: Iglesia Pentecostes El Buen Pastor, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1). **CUP#220532**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval the request for Life-of-the-Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1). If approved, this item must comply with the listed conditions. Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1) subject to staff's recommendations.

Alternatives: n/a

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

ROUTING:

Iris Mata	Created/Initiated - 7/12/2022
Patricia Rigney	Approved - 7/12/2022
Roland Gomez	Approved - 7/14/2022
City Management Office	Final Approval - 7/15/2022

Pharr
Development Services

MEMORANDUM

DATE: TUESDAY, JULY 19, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DEVELOPMENT SERVICES DIRECTOR

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH FILE NO. **CUP#220532** (IGLESIA PENTECOSTES EL BUEN PASTOR)

GENERAL INFORMATION:

APPLICANT: Iglesia Pentecostes El Buen Pastor, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1).

LEGAL DESCRIPTION: The property is legally described as being Lots 15 thru 18, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 213 E. St. John.

ZONING: The property is currently zoned Single-Family Residential District (R-1). The surrounding area is zoned Single-Family Residential District (R-1) to the north, east, west and south. This area is generally designated for single family residential use in the Land Use Plan.

COMMENTS:

FIRE DEPARTMENT:	Pending approval of the Conditional Use Permit.
CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC: Sixty-Seven (67) 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 letter or legal notice.

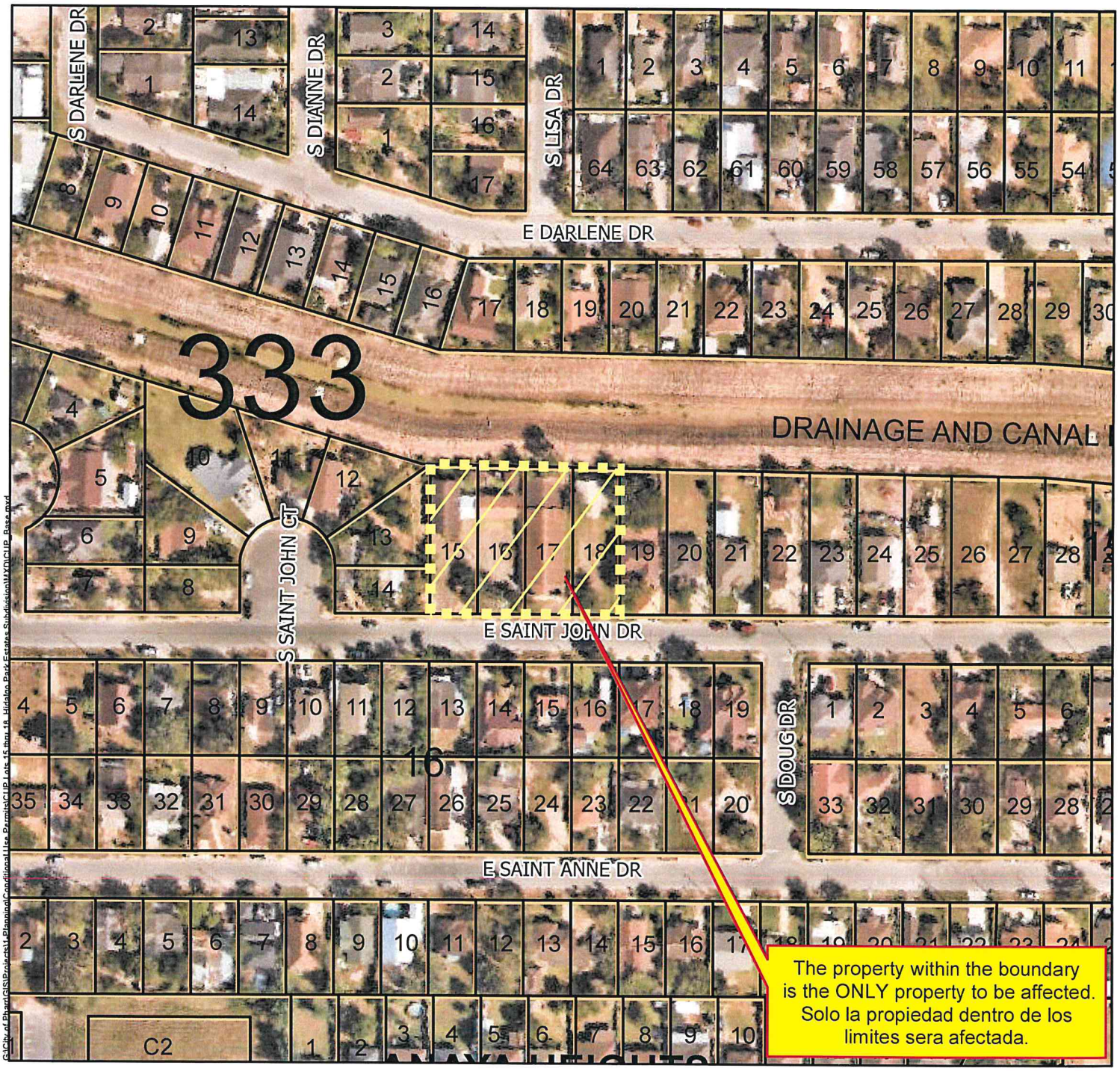
DEVELOPMENT SERVICES RECOMMENDATION: Development Services is recommending **approval** the request for Life-of-the-Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1). If approved, this item must comply with the following conditions:

1. This permit shall be for the Life-of-the Use and issued to the current owner only;
2. The storage unit shall not have separate electrical services;
3. No living amenities shall be installed in unit;
4. Applicant shall comply with all City of Pharr Ordinances and codes, any violation will terminate this Conditional Use Permit;
5. Applicant must acquire a building permit before start of construction;
6. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
7. The following shall be considered as grounds for the revocation of the Conditional Use Permit:
    - Any change in use or change in extent of use, area or location.
    - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
    - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

PLANNING & ZONING COMMISSION: Planning and Zoning Commission voted unanimously to **approve** the request for a Life-of-the-Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1) subject to staff's recommendations.

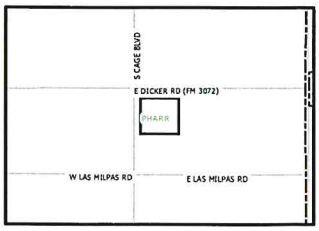
Proposed Conditional Use Permit
Being Lots 15 thru 18, Hidalgo Park Estates Subdivision
Iglesia Pentecostes El Buen Pastor

Pharr Engineering



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

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



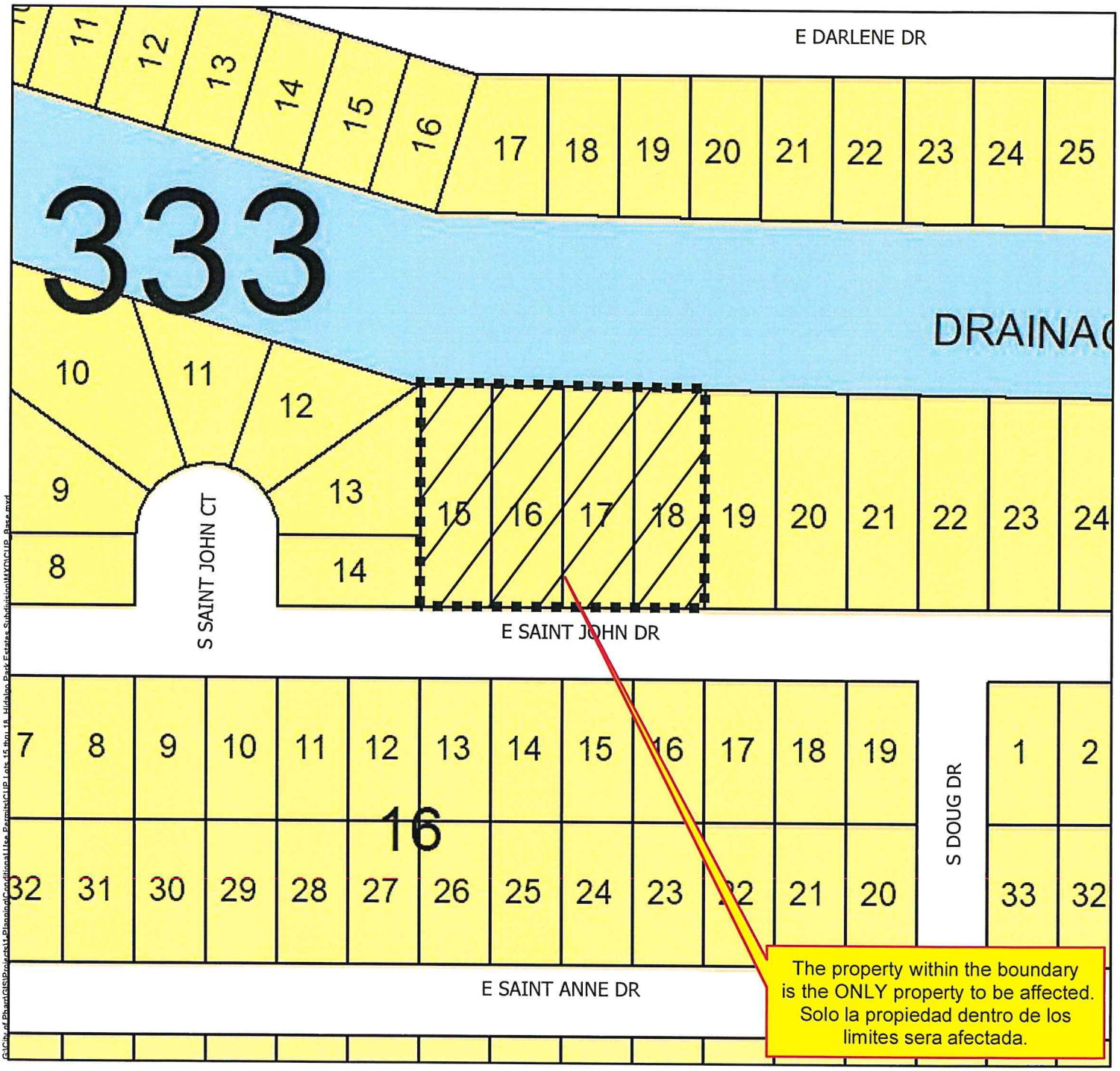
City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

Date: 6/8/2022

Proposed Conditional Use Permit
Being Lots 15 thru 18, Hidalgo Park Estates Subdivision
Iglesia Pentecostes El Buen Pastor



- 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
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- Planned Unit Development

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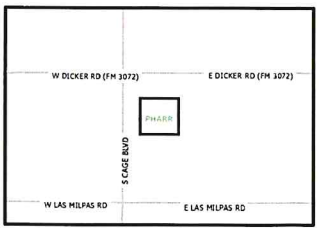


City of Pharr, Texas
Engineering Department
956.402.4242

Date: 6/8/2022

Scale: 1 inch = 100 feet

0 50 100 200 300 400 Feet

G:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permits\CUP Lots 15 thru 18 Hidalgo Park Estates Subdivision\MXD\CUP_Base.mxd

Altar
Cabinet
Fence
Fence
Calishe
Parking space

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.
DATE SUBMITTED:
MEETING DATE: July 19, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent
(* 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 #: 6.G.1.
DATE SUBMITTED: July 12, 2022
MEETING DATE: July 19, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Melden & Hunt, Inc., representing Irene Uribe Manrique De Lara, President for Garmen Investments, LP, A Texas Limited Partnership, is requesting final plat approval of the proposed Sugar Garden Village Subdivision. The property is legally described as being a 9.697 acre tract of land being the north half of the south half of Lot 119, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 3800 Block of North Sugar Road. **SUB#210308**

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

Issue: Melden & Hunt, Inc., representing Irene Uribe Manrique De Lara, President for Garmen Investments, LP, A Texas Limited Partnership, is requesting final plat approval of the proposed Sugar Garden Village Subdivision. **SUB#210308**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed Sugar Garden Village Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Sugar Garden Village Subdivision.

Alternatives: n/a

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

ROUTING:

Iris Mata	Created/Initiated - 7/12/2022
Patricia Rigney	Approved - 7/12/2022
Roland Gomez	Approved - 7/14/2022
City Management Office	Final Approval - 7/15/2022

Pharr
Development Services

MEMORANDUM

DATE: TUESDAY, JULY 19, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DIRECTOR DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: SUGAR GARDEN VILLAGE SUBDIVISION
FILE NO. **SUB#210308**

GENERAL INFORMATION:

APPLICANT: Melden & Hunt, Inc., representing Irene Uribe Manrique De Lara, President for Garmen Investments, LP, A Texas Limited Partnership, is requesting final plat approval of the proposed Sugar Garden Village Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 9.697 acre tract of land being the north half of the south half of Lot 119, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 3800 Block of North Sugar Road.

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

PROPERTY PROPOSED USE: Apartments.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Sugar Garden Village Subdivision subject to the following conditions set before you.

STREETS, PAVING AND R.O.W.:

1. Provide streetlight layout maximum distance is 250'.
2. Proposed Robin Ave., shall align with north and south existing street R.O.W.
3. Subdivision gates shall be 40' away from new R.O.W.
4. Provide street names.

EASEMENTS:

1. Provide 15' exclusive easement to City of Pharr for water & sewer lines.
2. Verify correct width for HCID #2 easements at rear of property next to ditch.
3. Label easement on lot 15.
4. Easements shall not overlap other easements.

SIDEWALK:
ADA:

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. See attached comments.

WATER:

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

SEWER:

1. See attached comments.
2. Provide all crossing conflicts details for sewer, water and irrigation.
3. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. Shall provide crossing conflicts for all crossings.

OTHER:

1. Make text legible on plat layout.
2. Shall comply with ordinance O-2021-09.
3. Add "private" to owner's dedication signature block.
4. Label and show all existing easements.
5. Match owner with notary signature block.
6. Provide all details, street, sewer and water.
7. Park land fee: $250/dwelling(32 lots x 4 dwelling per lot =128 dwellings ($250*128 dwellings)= $32,000, shall be paid at N.T.P issuance, already paid.
8. HCID #2 comments; must spot pipeline, there is a total of 25' R.O.W. to the west centered on the pipeline and no utilities can exist in HCID #2 R.O.W.
9. Subdivision to be recorded with a cashier's check.
10. Staff notes are attached.

PLANNING AND ZONING COMMISSION:	The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Sugar Garden Village Subdivision.

Pharr Fire – Rescue

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

Subdivision: **SUGAR GARDEN VILLAGE SUBDIVISION (STAFF COMMENTS)**

Reviewed By: Mike Navarro Date: 04-13-2021

1. All designed waterlines shall be a minimum of **eight (8) inch for residential and (8-12) inch in diameter for commercial and (12) inch** of better for industrial areas unless fire flow requires larger lines for commercial areas.
2. All designed **waterlines shall be looped** on a fire department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab)
3. Fire hydrants shall be installed at a maximum of 300 ft. intervals in any mercantile district and every **600 ft. in residentia**l areas and shall **be FACTORY YELLOW** from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises **at distances not exceeding 400 ft.,** but in no case shall hose lengths be greater than 400 ft. The distance shall be measured on a roadway surface meeting the fire department access requirements of **503.1 International Fire Code 2012.**
4. All premises where building or portions of buildings are located more than 300 ft. from a main street fire hydrant: system shall be provided with approved on-site fire hydrant (s) and water mains capable of supplying adequate fire flow approved by the Fire Officials.
5. Street names shall be provided prior to or during the per-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. Alignment of new streets with existing streets shall take precedence over new street name assignment.
6. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
7. $25.00 fee for each Blue Marker to be affixed on payment by city to indicate location of a fire hydrant. FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.
8. Contractor testing waterlines shall dispose highly chlorinated water. (Hazardous Waste)
9. Fire lanes must be painted RED: 15 feet on each side of hydrant (total 30 feet) * with lettering at least 3 inches tall. FIRE LANE – TOW AWAY ZONE.
10. Any new subdivision with **GATED COMMUNITY SECURITY SYSTEMS** must obtain the Fire Department approved **Knox Box Switch –Rapid Entry System** made by the Knox Company (Phone Number 800-552-5669 Fax 949-623-4647) or an approved fire department siren system before subdivision's final approval of 503.5 in International Fire Code 2012: Where security gates are installed, with a minimum of **20 ft.** (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the fire official.
11. Designed fire lanes or roads deemed necessary for fire department access by the fire official shall be established and maintained in an operable condition.503.1 International Fire Code 2012: All weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by a way of an **approved fire apparatus access road with an asphalt**, or concrete driving surface capable of supporting the imposed load of fire apparatus weighting at **least 75,000 pounds.**
12. Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the **minimum road width shall be 26 feet,** exclusive of shoulders.
13. All water valves (hydrant and main) shall be open prior to final inspection.
14. Public utilities personnel must be advised prior to opening and closing existing water valves.
15. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments: PHARR FIRE MARSHAL OFFICE CONDUCTED A STAFF REVIEW MEETING WITH ALL CITY DEPARTMENTS AND FIRE DEPARTMENT HAD SEVERAL COMMENTS TO BE ADDRESSED.

- **Shall call out all existing fire hydrants shown on the plans either Existing or Proposed.**
- **Shall provide a FIRE HYDRANT detail to be 6 feet away from the curb and or 1 foot away from the sidewalk.**
- **Shall provide Hydrant Valve Detail to include 30x30x6 concrete collar.**
- **Shall provide the entrance detail and shall show measurements shall provide minimum of 20ft gate entrance**
- **Shall provide a entrance minimum from lot line to begging of the Opening of the gate to be 40 feet to avoid the fire apparatus to have rear on the main roadway.**
- **Plat note: shall add ALL FIRE LINES INSTALLED SHALL BE INSTALLED BY A LICENSED SPRINKLER COMPANY.**

PLAT REVIEW MEETING FOR:

SUGAR GARDEN VILLAGE SUBDIVISION

****

COMMENTS: Initials: J.R/ R.B. APRIL 15, 2021

****

WATER:

- Will need 15' utility easement to be exclusive to the City of Pharr
- Will need 12"x12"x8" Stainless steel tapping sleeve on the north west corner of the property.
- Will need to show all water valves
- Will need to provide crossing details for all location concerning 24"and 36"storm drain
- Will need 16" PVC casing in water line in each storm drain crossing
- Will need 5 water service for each lot
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need 15' utility easement to be exclusive to the City of Pharr
- Will need 6" sewer services for each lot
- All Manhole Ring and Covers will need to be Composite Based with City of Pharr Logo
- Will need projected Flow and Peak Flow and capacity of subdivisions sewer
- Follow City of Pharr Construction Standards Manual

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

Print Name:_____

Signature:_____ Date:_____

Pharr Public Work

SUBDIVISION: Plat Review Meeting
Sugar Garden Village Subdivision
N. Sugar Rd.
Pharr Tx, 78577

DATE: 04/14/2021

Plat Notes:

- No comments

General Notes:

- Identify inlets on Sugar Rd.
- Show details on outfalls between lot 4,5 and 12,13 also to drain ditch.
- Must submit a digital copy (in USB) for review and one (1) hard copy for finalization of the Stormwater Pollution Prevention Plan w/Notice of Intent at pre-construction meeting. Will be reviewed and must be approved prior to any earthwork disturbance and Notice to Proceed (NTP) is issued.

Pharr Engineering

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Sugar Garden Village Subdivision **DATE:** April 15, 2021

REVIEW: Preliminary (comments plans dated 4-8-2021)

PLAT

1. Add Note---5.0'-ft sidewalk with ADA compliant ramps and landings will be required to be constructed along all streets at the time of building permit phase.

SITE PLAN

1. Include all pertinent City of Pharr details. (ADA sidewalk, street detail, curb and gutter with continuous rebar, storm sewer line bedding detail, type A inlet, valley gutter City head walls for all discharge points, single and dual water service detail, fire hydrants preferably Mueller, valve box with 30" x 30" x 6" concrete collar, sanitary sewer line bedding detail, sanitary sewer services, sanitary sewer manhole detail, cleanout)
2. Fire hydrants are to be located 6'ft from back of curb.
3. All discharge points for drainage must have headwalls on both sides of drainage swale to prevent erosion of embankment. RCP must be flush with headwall as per City of Pharr standards.

DRAINAGE

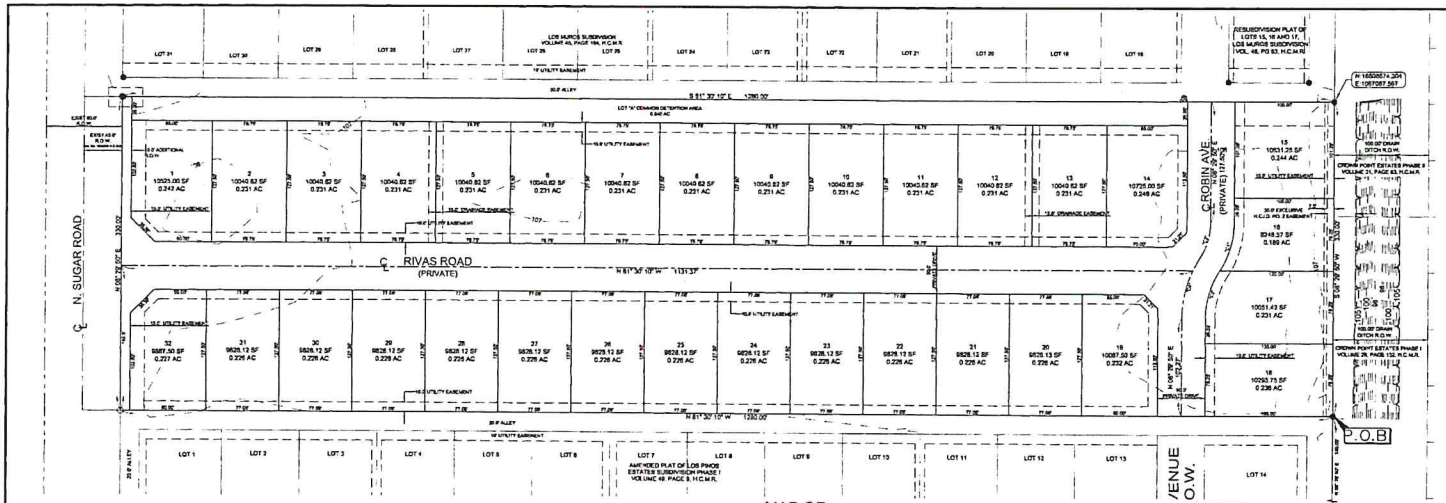
1. Drainage plan to be reviewed and approved by H.C.D.D. No. 1.
2. Drainage plan to be reviewed and approved at building permit stage.

CLOSEOUT DOCUMENTS

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

ADDITIONAL COMMENTS

- Access road must follow City of Pharr standards for paving.
- Testing will be required on all utility crossings.
- Valley gutter will require concrete testing and must meet 4000 psi design strength.
- Curb and gutter must meet design strength of 3000 psi and must include continuous rebar.
- Sidewalk must meet design strength of 3000 psi and must follow City design standard.



MAP OF
SUGAR GARDEN VILLAGE
(PRIVATE SUBDIVISION)

A SUBDIVISION OF 9.697 ACRE TRACT OF LAND BEING THE NORTH HALF OF THE SOUTH HALF OF LOT 119, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, HIDALGO COUNTY DEED RECORDS, HIDALGO COUNTY, TEXAS

SCALE: 1" = 60'

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT

H.C.M.R. - HIDALGO COUNTY MAP RECORDS
No. - NUMBER
PG. - PAGE
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
R.O.W. - RIGHT-OF-WAY
Sq. Ft. - SQUARE FEET
U.E. - UTILITY EASEMENT
VOL. - VOLUME

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
"C1"	52.92'	91.62'	C32° 08' 13"	N25° 08' 54"E	52.20'	27.23
"C2"	53.17'	91.62'	C33° 15' 04"	N25° 02' 32"E	52.42'	27.36
"C3"	38.46'	66.62'	C33° 04' 41"	N25° 04' 41"E	37.92'	19.78
"C4"	67.02'	116.62'	C33° 15' 04"	S25° 02' 32"W	66.73'	34.62

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 9.697 ACRES SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 119, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, HIDALGO COUNTY DEED RECORDS, WHICH SAID 9.697-ACRE TRACT WAS CONVEYED TO GILMA T. RIVAS BY VIRTUE OF A WARRANTY DEED RECORDED IN VOLUME 1294, PAGE 88, HIDALGO COUNTY DEED RECORDS, SAID 9.697 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 119,

THENCE, N 00° 29' 50" E ALONG THE EAST LINE OF SAID LOT 119, A DISTANCE OF 330.00 FEET TO A NO. 4 REBAR FOUND ON THE NORTHEAST CORNER OF AN AMENDED PLAT OF LOS PINOS ESTATES SUBDIVISION PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 48, PAGE 9, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 81° 37' 10" W ALONG THE NORTH LINE OF SAID AMENDED PLAT OF LOS PINOS ESTATES SUBDIVISION PHASE I, A DISTANCE OF 1,290.00 FEET TO A NO. 4 REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF N. SUGAR ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 00° 29' 50" E ALONG THE EAST RIGHT-OF-WAY LINE OF N. SUGAR ROAD, A DISTANCE OF 330.00 FEET TO A NO. 4 REBAR SET ON THE SOUTH LINE OF LOS MUROS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 48, PAGE 194, HIDALGO COUNTY MAP RECORDS, FOR THE NORTHWEST CORNER OF THIS TRACT.
3. THENCE, S 81° 37' 10" E ALONG THE SOUTH LINE OF SAID LOS MUROS SUBDIVISION, A DISTANCE OF 1,290.00 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16026874.304, EASTING: 1067087.567) ON THE EAST LINE OF SAID LOT 119 AND THE WEST RIGHT-OF-WAY LINE OF A 100.00-FOOT DRAIN DITCH RIGHT-OF-WAY, FOR THE NORTHEAST CORNER OF THIS TRACT;
4. THENCE, S 00° 29' 50" W ALONG THE EAST LINE OF SAID LOT 119 AND THE WEST RIGHT-OF-WAY LINE OF SAID 100.00-FOOT DRAIN DITCH RIGHT-OF-WAY, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.697 ACRES OF LAND, MORE OR LESS.

GENERAL NOTES:

1. FLOOD ZONE DESIGNATION: ZONE "B"
   ZONE "B" IS DEFINED AS: AREAS BETWEEN THE LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
   COMMUNITY-PANEL NUMBER: 480334 0425 C; MAP REVISED: NOVEMBER 16, 1982
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE TOP OF CURB OF ROAD MEASURED AT FRONT CENTER OF LOT.
3. MINIMUM BUILDING SETBACKS ARE AS PER CITY OF PHARR SETBACK ORDINANCE
4. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT A VOLUME OF APPROXIMATELY 1.414 ACRE FEET AND A VOLUME OF APPROXIMATELY 60,583 C.F. WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.

   NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS MULTI-FAMILY DEVELOPMENT.
5. CITY OF PHARR BENCHMARK: "BM #54" FROM THE CITY OF PHARR REFERENCE MARKS LIST PREPARED BY J.E. SAENZ AND ASSOCIATES, INC. ON AUGUST 21, 2002, BEING LOCATED ALONG THE W. SIOUX ROAD AND APPROXIMATELY 20 FEET EAST OF N. POINSETTIA LANE. NORTHING: 16605744.213, EASTING: 1084184.334, ELEVATION= 107.35 NAVD 88 (GEOID 1999)
6. NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT.
7. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS DISCHARGE POLLUTION DISCHARGE ELIMINATION SYSTEM (T.P.D.E.S.).
8. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
9. OWNER(S) TO MAINTAIN DETENTION/RETENTION AREA.
10. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
11. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPMENT PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
12. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
13. AS PER DECLARATION OF COVENANTS CONDITIONS, AND RESTRICTIONS FOR SUGAR GARDEN VILLAGE, RECORDED AS DOCUMENT NUMBER _____ HIDALGO COUNTY OFFICIAL RECORDS, DEVELOPER/HOMEOWNER ASSOCIATION/OWNER, THEIR SUCCESSORS AND/OR ASSIGNS, AND NOT THE CITY OF PHARR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE, AND OTHER REQUIREMENTS AS PER SECTION 134-168 OF THE CODE OF ORDINANCE OF THE CITY OF PHARR, INCLUDING BUT NOT LIMITED TO THE COMMON AREAS, PRIVATE STREETS, AND DETENTION AREA. ANY AMENDMENT TO DECLARATIONS THAT CONFLICT WITH THE REQUIREMENTS OF SECTION 134-168 SHALL BE NULL AND VOID.
14. AS PER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUGAR GARDEN VILLAGE RECORDED UNDER DOCUMENT NUMBER _____ HIDALGO COUNTY OFFICIAL RECORDS, DEVELOPER/HOMEOWNER ASSOCIATION/OWNER, THEIR SUCCESSORS AND/OR ASSIGNS, AND NOT THE CITY OF PHARR SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT "A" COMMON DETENTION AREA AND ITS PERIMETER FENCE WALL.

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

AMPARO HERNANDEZ — DATE
MAYOR, CITY OF PHARR

ATTEST: CITY CLERK

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT # 2

ON THIS THE _____ DAY OF _____, 20____

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

PRESIDENT _____ ATTEST: _____ SECRETARY

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "SUGAR GARDEN VILLAGE" TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY GRANT AS EASEMENT TO THE CITY OF PHARR AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE SURFACE USE OF THE STREETS, ALLEYS, COMMON AREAS AND UTILITY EASEMENTS THEREON SHOWN ARE RESTRICTED TO THE EMPLOYEES AND AGENTS OF THE CITY OF PHARR, EMPLOYEES OF THE UTILITY COMPANIES UNDER FRANCHISE OF SAID CITY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF ALL STREET IMPROVEMENTS AND COMMON AREAS SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE "SUGAR GARDEN VILLAGE" HOMEOWNER'S ASSOCIATION. RIGHT OF WAY DEDICATION FOR SUGAR ROAD, BEING DEDICATED TO THE PUBLIC BY THIS PLAT.

GILMA T. RIVAS — DATE
3005 S. DOMINIQUE DR.
PHARR, TEXAS 78577

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DEYANIRA I. GUERRERO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE.

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

DATED THIS THE 1 DAY OF April, 2021

RUBEN JAMES DE JESUS, PROFESSIONAL ENGINEER No 126262
STATE OF TEXAS
DATE PREPARED 3-4-21
ENGINEERING JOB # 21055.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MISSION, TEXAS.

DATED THIS THE 1 DAY OF April, 2021

RUBEN JAMES DE JESUS, PROFESSIONAL LAND SURVEYOR No 6813
STATE OF TEXAS
DATE SURVEYED:
SURVEY JOB # 21055.00

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

APPROVED THIS THE _____ DAY OF _____, 20____.

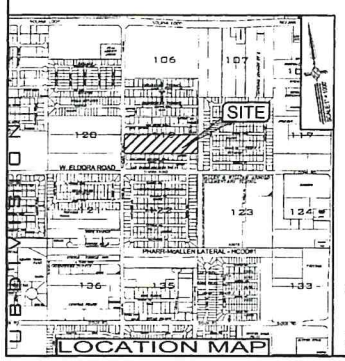
DANNY WYLIE, CHAIRMAN, PLANNING AND ZONING COMMISSION

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

ON: _____ AT: _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

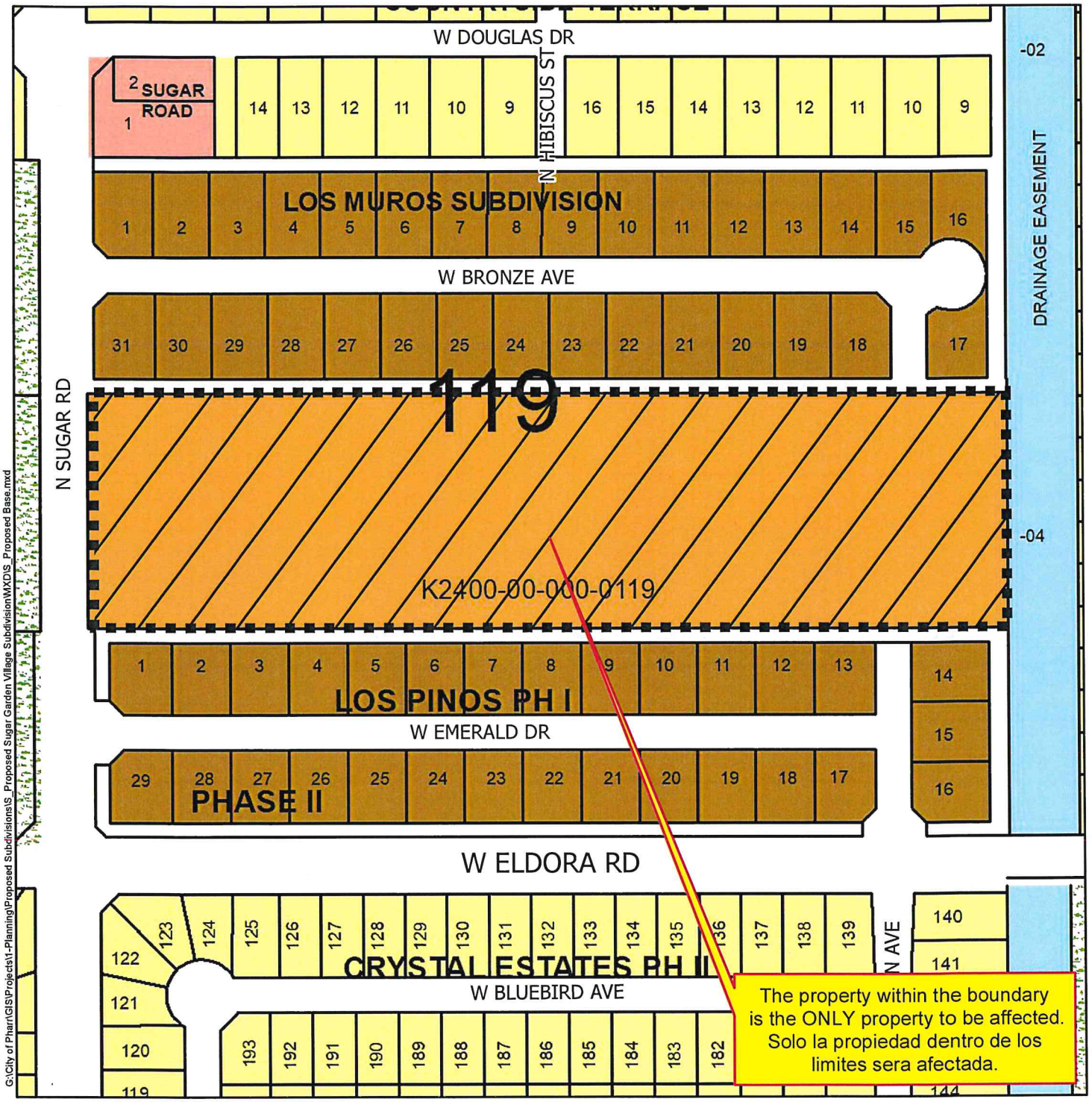


MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPELS FIRM # F-1435

DRAWN BY: S.A. DATE 3-31-21
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

Proposed Subdivision
Sugar Garden Village Subdivision
Melden & Hunt Inc

Pharr Engineering



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

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

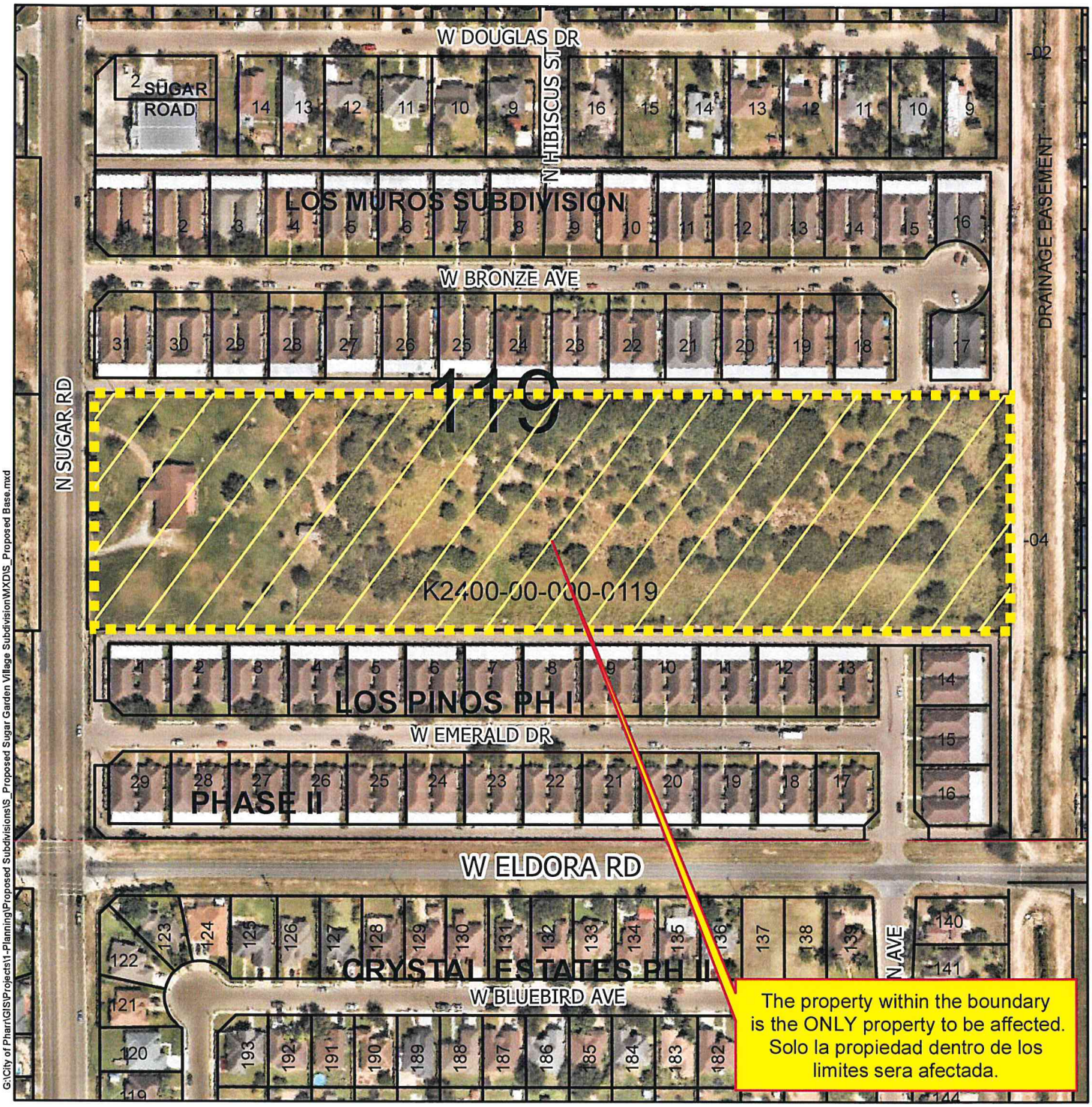
City of Pharr, Texas
Engineering Department
956.702.5355

N W E S

Date: 4/22/2021

Proposed Subdivision
Sugar Garden Village Subdivision
Melden & Hunt Inc

Pharr Engineering



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- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
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- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 4/12/2021

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.2.
DATE SUBMITTED: July 12, 2022
MEETING DATE: July 19, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Melden & Hunt Inc., representing Mendy Shapiro, Member for Texas NH Management, LLC, A Texas Limited Liability Company, is requesting final plat approval of the proposed Corolla Capital Subdivision Phase I Lot 1. The property is legally described as being a 4.004 acres out of Lot 317 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 6800 block of S. Cage Blvd. **SUB#210617**

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

Issue: Melden & Hunt Inc., representing Mendy Shapiro, Member for Texas NH Management, LLC, A Texas Limited Liability Company, is requesting final plat approval of the proposed Corolla Capital Subdivision Phase I Lot 1. **SUB#210617**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed Corolla Capital Subdivision Phase I Lot 1 subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Corolla Capital Subdivision Phase I Lot 1.

Alternatives: n/a

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

ROUTING:

Iris Mata	Created/Initiated - 7/12/2022
Patricia Rigney	Approved - 7/12/2022
Roland Gomez	Approved - 7/14/2022
City Management Office	Final Approval - 7/15/2022

Pharr
Development Services

MEMORANDUM

DATE: TUESDAY, JULY 19, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DIRECTOR DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: COROLLA CAPITAL SUBDIVISION PHASE I LOT 1
FILE NO. **SUB#210617**

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Mendy Shapiro, Member for Texas NH Management, LLC, A Texas Limited Liability Company, is requesting final plat approval of the proposed Corolla Capital Subdivision Phase I Lot 1.

LEGAL DESCRIPTION: The property is legally described as being a 4.004 acres out of Lot 317 Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 6800 block of S. Cage Blvd.

ZONING: The property is currently zoned Heavy Commercial District (HC). The adjacent zones are General Business District (C) and Single Family Residential District (R-1) to the north, General Business District (C) and Residential Mobile Home District (R-MH) to the south, Residential Mobile Home District (R-MH) to the east and General Business District (C) to the west. The property is designated for commercial and single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Tractor Supply store.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Corolla Capital Subdivision Phase I Lot 1 subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. Provide street light layout.
2. Power poles to be relocated to the new R.O.W. line.
3. Show street name along front of property.

EASEMENTS:

1. Easements shall not overlap.
2. Show all existing easements.
3. Show document number for abandonment for HCID #2, easements and fee simple R.O.W.
4. City of Pharr easement shall read: 15' or 10' Exclusive easement to City of Pharr dedicated by plat.

SIDEWALK:
ADA:

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. In compliance.

WATER:

1. Follow City of Pharr Construction Standards Manual.

SEWER:

1. Follow City of Pharr Construction Standards Manual.

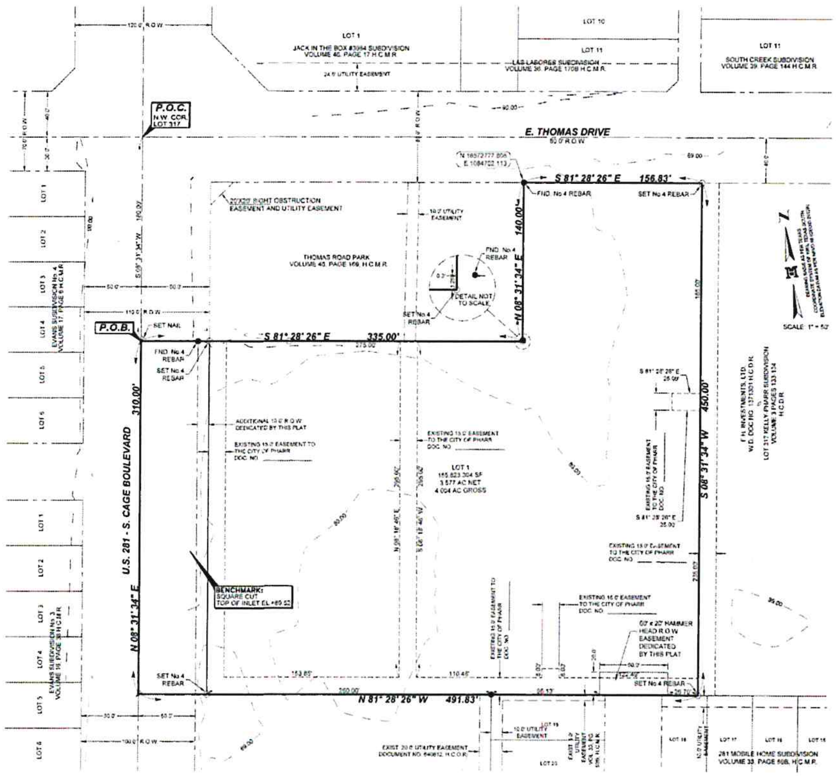
DRAINAGE:

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

OTHER:

1. Provide all pertinent City of Pharr details.
2. Provide updated warranty deed.
3. Shall comply with staff comments at time of subdivision final walk thru inspection.

PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Corolla Capital Subdivision Phase I Lot 1.



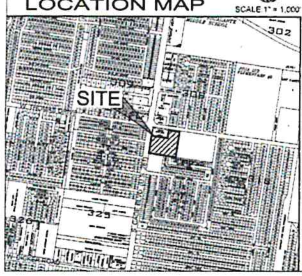
LEGEND

- FOUND No 4 REBAR
- FOUND No 5 REBAR
- SET No 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET NAIL
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- N.W. COR. - NORTHWEST CORNER
- P.O.C. - POINT OF COMMENCING
- P.O.B. - POINT OF BEGINNING
- DOC. NO. - DOCUMENT NUMBER
- W.D. - WARRANTY DEED
- SF - SQUARE FEET
- AC - ACRES
- VOL - VOLUME
- PG - PAGE

DRAWN BY ____EM____ DATE 02-24-2021
SURVEYED CHECKED R.L.G. DATE 03-29-22
FINAL CHECK ________ DATE ________

LOCATION MAP

SCALE 1" = 1,000'



MAP OF

COROLLA CAPITAL SUBDIVISION PHASE 1 LOT 1

4.004 ACRES [174,414.221 Sq. Ft.]
OUT OF LOT 317,
KELLY-PHARR SUBDIVISION
VOLUME 03, PAGE 130-134, H.C.D.R.
CITY OF PHARR,
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 4.004 ACRES SITUATED IN THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 317, KELLY PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGE 133 AND 134, HIDALGO COUNTY DEED RECORDS, WHICH SAID 4.004 ACRES WERE CONVEYED TO TEXAS NH MANAGEMENT, LLC, BY VIRTUE OF A GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 3283189, HIDALGO COUNTY OFFICIAL RECORDS, SAID 4.004 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 317 AND THE INTERSECTION S. CAGE BOULEVARD AND E. THOMAS DRIVE;

THENCE, S 08° 31' 34" W ALONG THE WEST LINE OF SAID LOT 317 AND WITHIN THE EXISTING RIGHT-OF-WAY OF S. CAGE BOULEVARD, A DISTANCE OF 180.00 FEET TO A NAIL SET FOR THE SOUTHERNMOST NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 81° 28' 26" E AT A DISTANCE OF 50.00 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY OF S. CAGE BOULEVARD, CONTINUING A TOTAL DISTANCE OF 335.00 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
2. THENCE, N 08° 31' 34" E A DISTANCE OF 140.00 FEET TO A NO. 4 REBAR FOUND [NORTHING 16572777.806, EASTING 1084702.113] FOR THE NORTHERNMOST NORTHWEST CORNER OF THIS TRACT;
3. THENCE, S 81° 28' 26" E ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF E. THOMAS DRIVE, A DISTANCE OF 156.83 FEET TO A NO. 4 REBAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;
4. THENCE, S 08° 31' 34" W A DISTANCE OF 450.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
5. THENCE, N 81° 28' 26" W AT A DISTANCE OF 182.03 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 441.83 FEET PASS THE EXISTING EAST RIGHT-OF-WAY OF S. CAGE BOULEVARD, CONTINUING A TOTAL DISTANCE OF 491.83 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
6. THENCE, N 08° 31' 34" E ALONG THE WEST LINE OF SAID LOT 317 AND WITHIN THE EXISTING RIGHT-OF-WAY OF S. CAGE BOULEVARD, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.004 ACRES, MORE OR LESS.

GENERAL NOTES

1. FLOOD ZONE DESIGNATION: ZONE "B"
   AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
   COMMUNITY-PANEL NUMBER: 480334 0500 B
   EFFECTIVE DATE: JANUARY 2, 1981
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE TOP OF CURB OF ROAD MEASURED AT FRONT CENTER OF LOT.
3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
   AS PER CITY OF PHARR SETBACK ORDINANCE
4. THE RUNOFF STORAGE REQUIRED FOR THIS SUBDIVISION IS 20,545.00 C.F. OF STORM SEWER RUNOFF. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THE SITE DEVELOPMENT HAS ESTIMATED THAT AN APPROXIMATELY 20,545.00 C.F. 0.472 ACRES FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENT.
   NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
5. CITY OF PHARR'S BENCH MARK: BM #19
   LOCATED ON THE NORTH SIDE OF E. THOMAS DRIVE 157 FEET WEST OF S. CAGE BOULEVARD.
   NORTHING:16572873.206, EASTING:1084332.972, ELEVATION: 89.12
6. NO PERMANENT STRUCTURE ALLOWED OVER ANY EASEMENT.
7. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS DISCHARGE POLLUTION ELIMINATION SYSTEM (T.P.D.E.S.).
8. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
9. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
10. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
11. OWNER(S) TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
12. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPMENT PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS ARE BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
13. SET 1/2" IRON ROD AT ALL LOT CORNERS WITH PLASTIC YELLOW CAP STAMPED "MELDEN & HUNT, INC."
14. 5.0' FT SIDEWALK WITH ADA RAMPS AND LANDINGS SHALL BE REQUIRED ALONG ALL STREETS AT THE TIME OF BUILDING PERMIT PHASE.
15. OWNER(S) ARE TO MAINTAIN DETENTION/RETENTION AREAS.
16. OWNER AND OWNER'S SUCCESSORS AND ASSIGNS IN OWNERSHIP SHALL HAVE THE RIGHT TO USE ALL OR ANY PART OF THE CITY OF PHARR UTILITY EASEMENTS FOR ANY PURPOSE THAT DOES NOT MATERIALLY INTERFERE WITH USE BY THE CITY OF PHARR OF THE CITY OF PHARR UTILITY EASEMENTS FOR THE EASEMENT PURPOSE, INCLUDING, BUT NOT LIMITED TO, PAVING, DRIVEWAYS AND/OR PARKING IMPROVEMENTS.

STATE OF NEW YORK
COUNTY OF KINGS

WE, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS COROLLA CAPITAL SUBDIVISION PHASE 1 LOT 1 TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

TEXAS NH MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY

MENDY SHAPIRO, MEMBER — 3-30-2022 DATE
3119 QUENTIN ROAD
BROOKLYN NY, 11234

STATE OF TEXAS
COUNTY OF KINGS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MENDY SHAPIRO KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 30TH DAY OF MARCH, 2022

NOTARY PUBLIC, FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 22

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE 1 DAY OF APRIL 2022

MARIO A. REYNA, PROFESSIONAL ENGINEER No 117368
STATE OF TEXAS

DATE PREPARED: 02-24-21
ENGINEERING JOB No. 20230.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF COROLLA CAPITAL SUBDIVISION PHASE 1 LOT 1 WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 02-09-21, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

ROBERTO N. TAMEZ, R.P.L.S. # 6238 — 04/01/2022 DATE
DATE SURVEYED: 02-09-21
T-1115, PAGE 52
SURVEY JOB No. 20230.00

ROBERTO N. TAMEZ 6238

APPROVED BY DRAINAGE DISTRICT

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

PAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT # 2

ON THIS THE 25th DAY OF May 20 22

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

PRESIDENT — ATTEST — SECRETARY

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

APPROVED THIS THE ____ DAY OF ________ 20 ___

DANNY WYLIE
CHAIRMAN, PLANNING & ZONING COMMISSION

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

AMBROSIO HERNANDEZ — DATE
MAYOR, CITY OF PHARR

ATTEST: CITY CLERK

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

ON: ________ AT ________ AM/PM
INSTRUMENT NUMBER ________
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: ________ DEPUTY

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

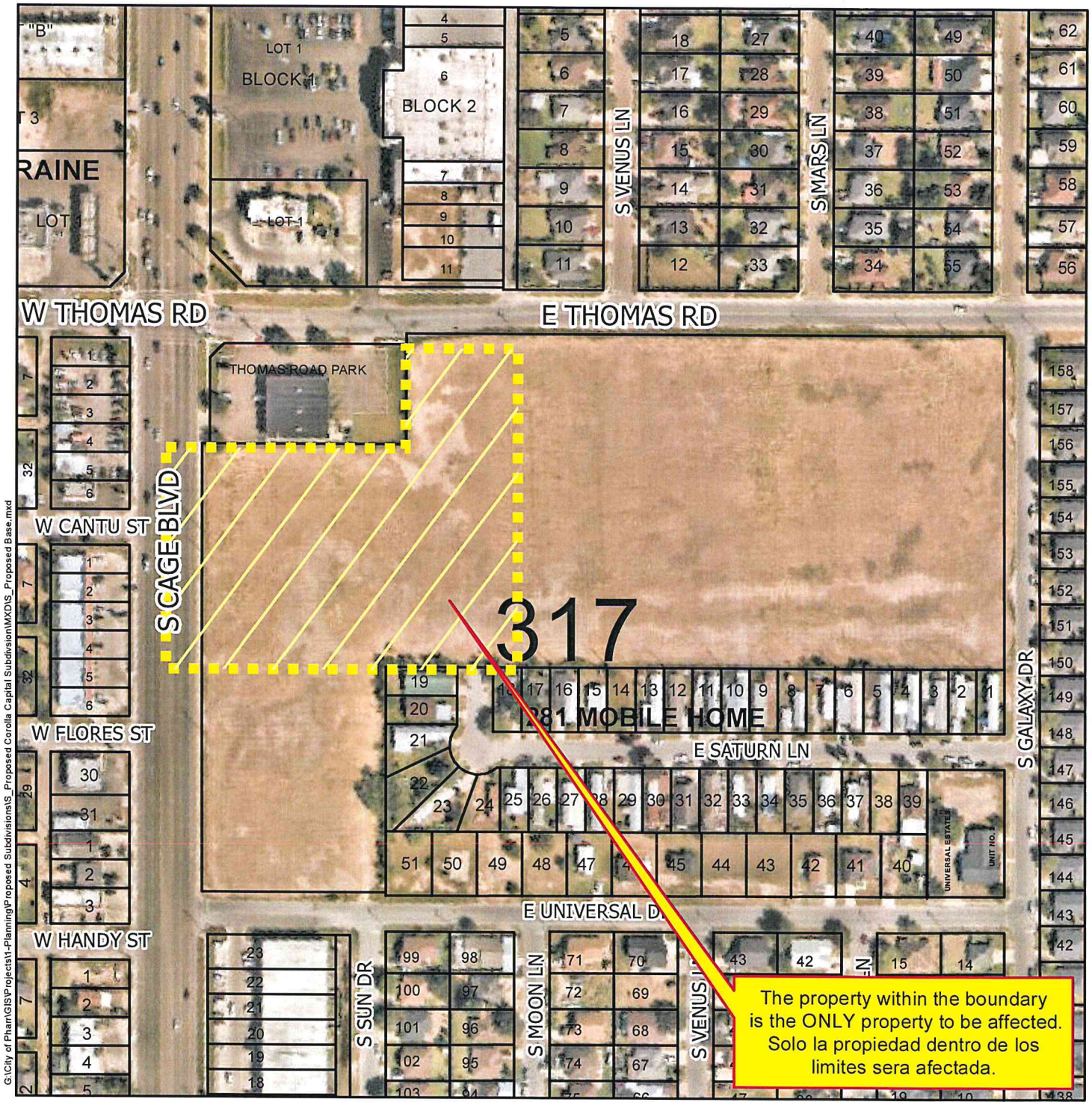
TBPLS No. 10095000

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER	MENDY SHAPIRO, MEMBER	3119 QUENTIN ROAD	BROOKLYN, NY 11234	-	-
ENGINEER	MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR	ROBERTO N. TAMEZ, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

Corolla Capital Subdivision
Melden & Hunt inc.

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed Corolla Capital Subdivision\MXD\S_Proposed Base.mxd

- 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 = 200 feet

0 100 200 400 600 800 Feet

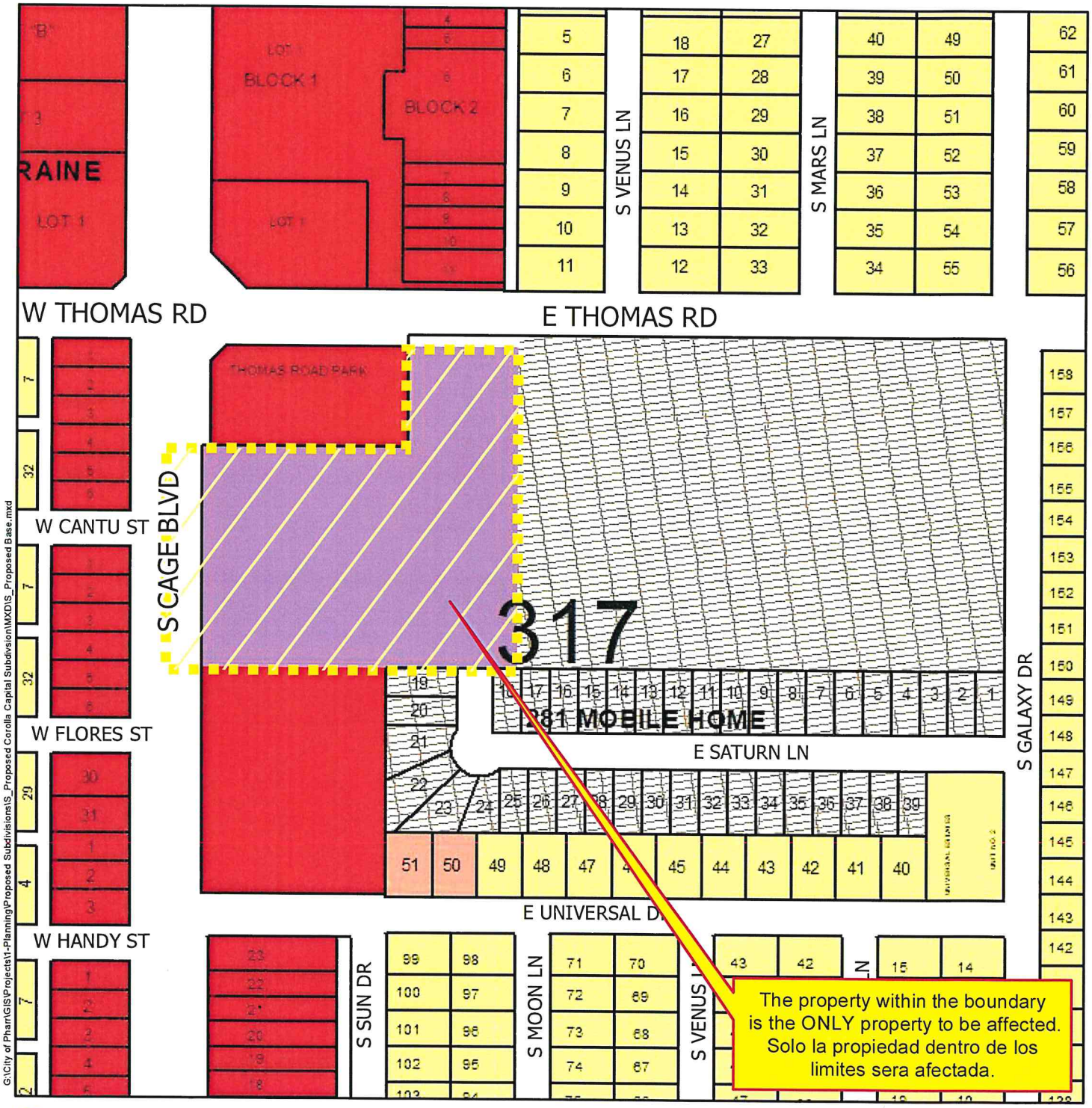
City of Pharr, Texas
Engineering Department
956.702.5355

N W E S

Date: 6/23/2022

Corolla Capital Subdivision
Melden & Hunt inc.

Pharr Engineering



Agricultural Open Space
Single Family
Single Family Small Lot
Residential Multi-Family
Residential Multi-Family High Density
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W
Government Owned
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Heavy Industrial
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Office Professional
PSJA ISD
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Planned Unit Development

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 6/23/2022

G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed Corolla Capital Subdivision\MXD\S_Proposed Base.mxd

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.3.
DATE SUBMITTED: July 12, 2022
MEETING DATE: July 19, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Salinas Engineering & Associates, representing Victor Rios, Sr. owner, is requesting final plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision. The property is legally described as being a 0.65 acre tract of land, more or less, known as all of Lot 44, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property physical address is 1401 W. Eisenhower Street. **SUB#211142**

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

Issue: Salinas Engineering & Associates, representing Victor Rios, Sr. owner, is requesting final plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision. **SUB#211142**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision.

Alternatives: n/a

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

ROUTING:

Iris Mata	Created/Initiated - 7/12/2022
Patricia Rigney	Approved - 7/12/2022
Roland Gomez	Approved - 7/14/2022
City Management Office	Final Approval - 7/15/2022

Pharr
Development Services

MEMORANDUM

DATE: TUESDAY, JULY 19, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DIRECTOR DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: LOTS 44A, 44B, 44C, AND 44D, REPLAT OF LOT 44, BEAMSLEY SUBDIVISION FILE NO. **SUB#211142**

GENERAL INFORMATION:

APPLICANT: Salinas Engineering & Associates, representing Victor Rios, Sr. owner, is requesting final plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.65 acre tract of land, more or less, known as all of Lot 44, Beamsley Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property physical address is 1401 W. Eisenhower Street.

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

PROPERTY PROPOSED USE: Single Family residential.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. In compliance.

EASEMENTS:

1. In compliance.

SIDEWALK: ADA:

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. In compliance.

WATER:

1. In compliance.

SEWER:

1. In compliance.

DRAINAGE:

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

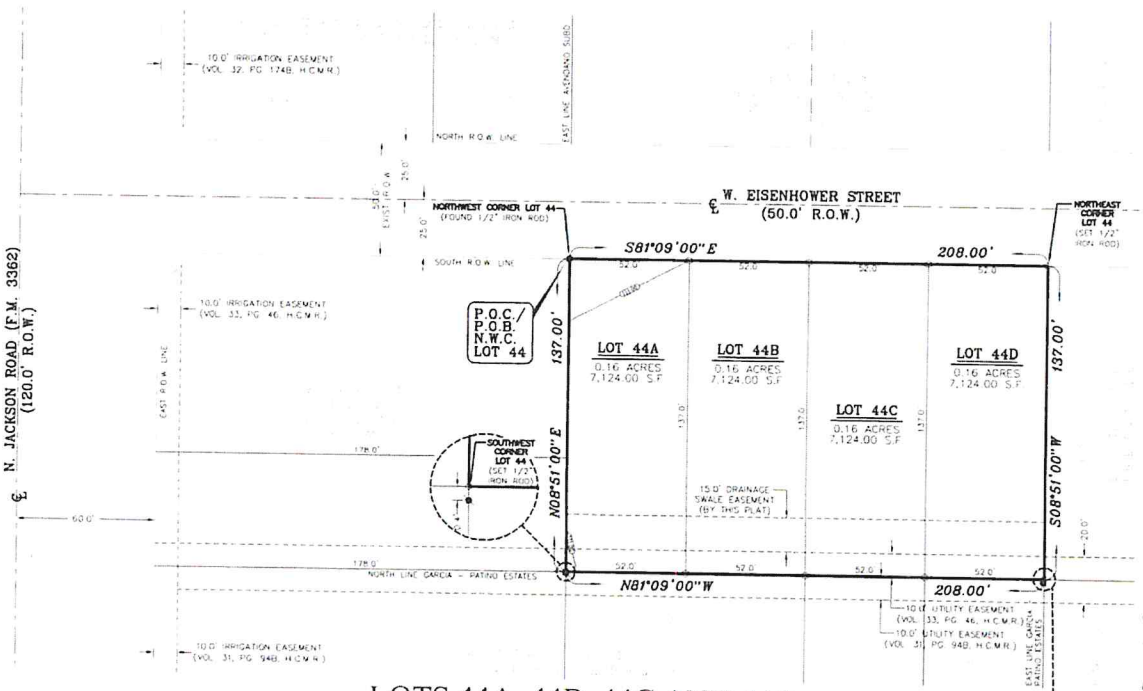
OTHER:

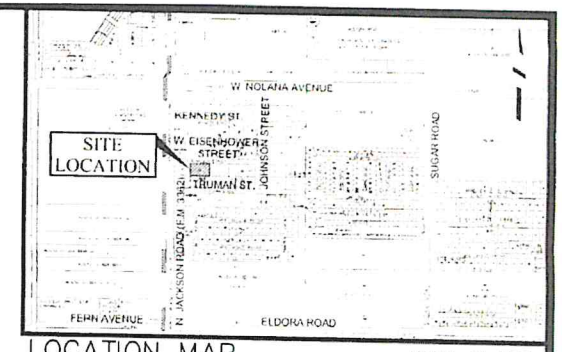
1. In compliance.

PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision.

LEGEND

SCALE: 1" = 40'





LOCATION MAP

SCALE: 1"=1000'

LOTS 44A, 44B, 44C AND 44D, RE-PLAT OF LOT 44, BEAMSLEY SUBDIVISION

BEING A 0.65 ACRE TRACT OF LAND, MORE OR LESS, KNOWN AS ALL OF LOT 44, BEAMSLEY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 33, PAGE 46, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

GENERAL PLAT NOTES:

1. MINIMUM BUILDING SETBACKS AS PER CITY OF PHARR ORDINANCE.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "B"
   COMMUNITY PANEL NO. 480334 0425 C
   EFFECTIVE NOVEMBER 16, 1982
   AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING).
3. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY XX.XX ACRES AND A VOLUME OF APPROXIMATELY 2,753.0 ACRE FEET (688.25 ACRE FEET ON EACH LOT) WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS RESIDENTIAL DEVELOPMENT.
4. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF THE CURB OF ROAD LOCATED AT THE CENTER OF LOT.
5. BENCHMARK NOTE:
   PHARR SURVEY CONTROL POINT NO. 57, N.A.V.D 88,
   NORTHING: 16610979.412, EASTING: 1085278.755, - LOCATED AT THE NORTH RIGHT-OF-WAY LINE OF NOLANA LOOP, WEST OF SUGAR ROAD. ELEV.= 106.86
6. A 5' CONCRETE SIDEWALK WILL BE REQUIRED ALONG W. EISENHOWER STREET AT BUILDING PERMIT STAGE.
7. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
8. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE) THE UNDERSIGNED OWNER(S) VICTOR T. RIOS, SR. OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE LOTS 44A, 44B, 44C AND 44D, RE-PLAT OF LOT 44, BEAMSLEY SUBDIVISION, TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____
OWNER: VICTOR T. RIOS, SR.
P.O. BOX 2225
McALLEN, TEXAS 78502

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2020 A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF _____
MY COMMISSION EXPIRES_____

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

METES AND BOUNDS DESCRIPTION

BEING A 0.65 ACRE TRACT OF LAND, MORE OR LESS, KNOWN AS ALL OF LOT 44, BEAMSLEY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 33, PAGE 46, MAP RECORDS OF HIDALGO COUNTY, TEXAS. SAID 0.65 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID LOT 44 AND LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF W. EISENHOWER STREET, A 50.0 FOOT PUBLIC ROAD RIGHT-OF-WAY, FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT,

(1) THENCE, SOUTH 81 DEGREES 09 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 44 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID STREET, A DISTANCE OF 208.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP STAMPED "SEA 5782" SET ON THE NORTHEAST CORNER OF SAID LOT 44 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT,

(2) THENCE, SOUTH 08 DEGREES 51 MINUTES WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 44, A DISTANCE OF 137.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP STAMPED "SEA 5782" SET ON THE SOUTHEAST CORNER OF SAID LOT 44 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT,

(3) THENCE, NORTH 81 DEGREES 09 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 44, A DISTANCE OF 208.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP STAMPED "SEA 5782" SET ON THE SOUTHWEST CORNER OF SAID LOT 44 FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT,

(4) THENCE, NORTH 08 DEGREES 51 MINUTES EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 44, A DISTANCE OF 137.0 FEET TO THE POINT OF BEGINNING, CONTAINING 0.65 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: NORTH LINE OF SAID LOT 44.
N:\SUBDIVISIONPLATS\LOT44 SUB\0.64.063017

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT OF LOTS 44A, 44B, 44C AND 44D, RE-PLAT OF LOT 44, BEAMSLEY SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ 2020

_____
CITY OF PHARR CHAIRMAN
DANNY WYLIE

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
AMBROSIO HERNANDEZ, MAYOR DATE

ATTEST:

_____ _____
CLERK, CITY OF PHARR DATE

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, DAVID O. SALINAS, A REGISTERED PROFESSIONAL ENGINEER AND PUBLIC SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND PUBLIC SURVEYING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCES AND ALL STATE STATUTES GOVERNING SURVEYS.

_____
DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF PHARR ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX REG. NO. 71973 ON SEPT. 22, 2020. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

_____
DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

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

ON _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS
HIDALGO COUNTY IRRIGATION DISTRICT # 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT # 2

ON THIS, THE _____ DAY OF _____, 2020

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

_____ ATTEST _____
PRESIDENT SECRETARY

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	VICTOR T. RIOS, SR.	P.O. BOX 2225	McALLEN, TEXAS 78502	(956) 605-1932	NONE
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

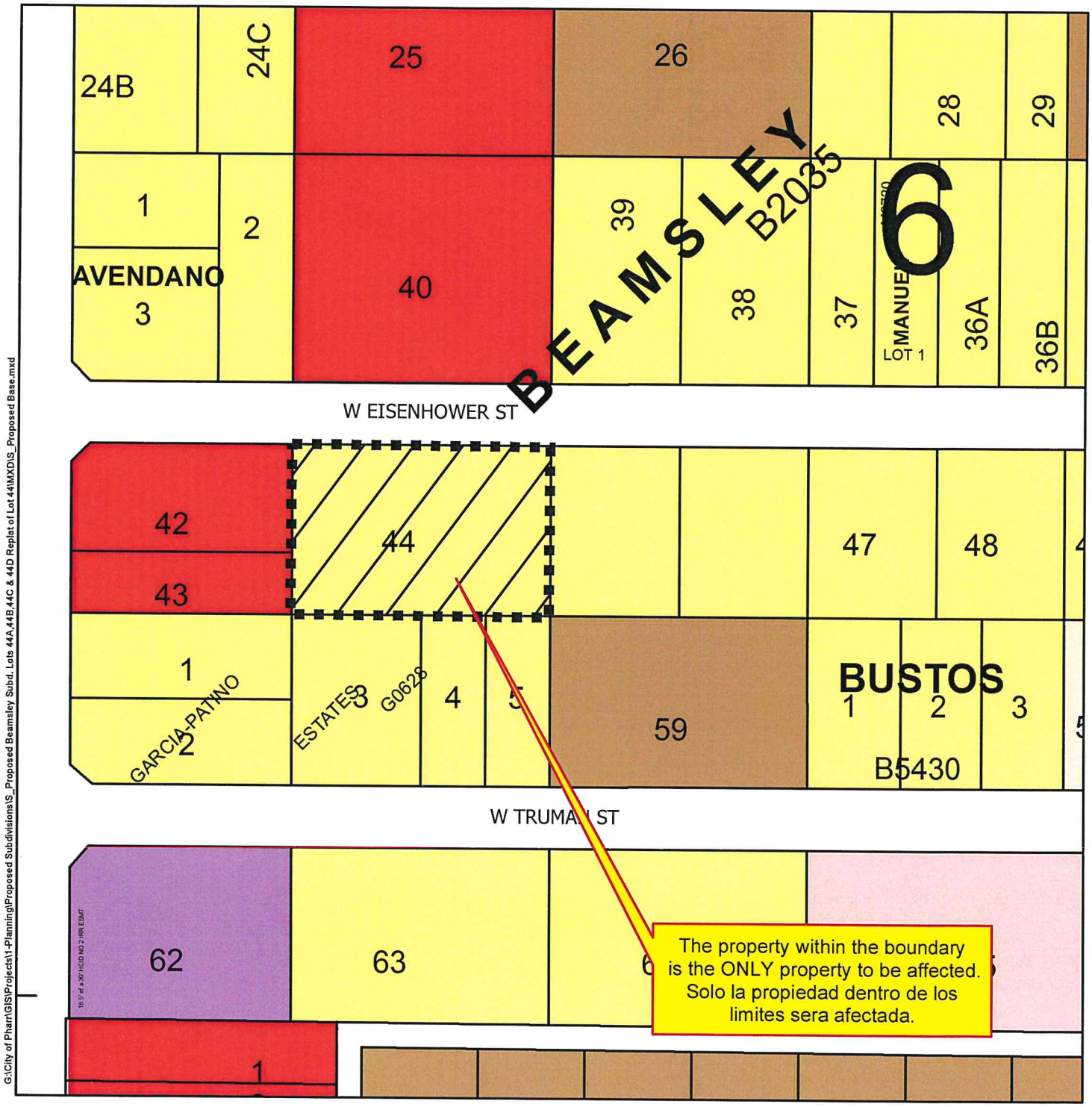
LOTS 44A, 44B, 44C AND 44D, RE-PLAT OF LOT 44, BEAMSLEY SUBDIVISION

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
DATE OF PREPARATION: SEPTEMBER 22, 2020
JOB NUMBER: SR-17-23684
OWNER: VICTOR T. RIOS, SR.
P.O. BOX 2225
McALLEN, TEXAS 78502

SALINAS ENGINEERING & ASSOCIATES
(F-6075) (10065700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL AVE. McALLEN, TEXAS 78501

Proposed Subdivision
LOTS 44A, 44B, 44C, AND 44D RE-PLAT OF BEAMSLEY SUBD
SALINAS Engineering & Associates

Pharr Engineering



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Agricultural Open Space
Single Family
Single Family Small Lot
Two Family
Medium Density Multi-Family
High Density Multi-Family
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W.
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PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 115 feet

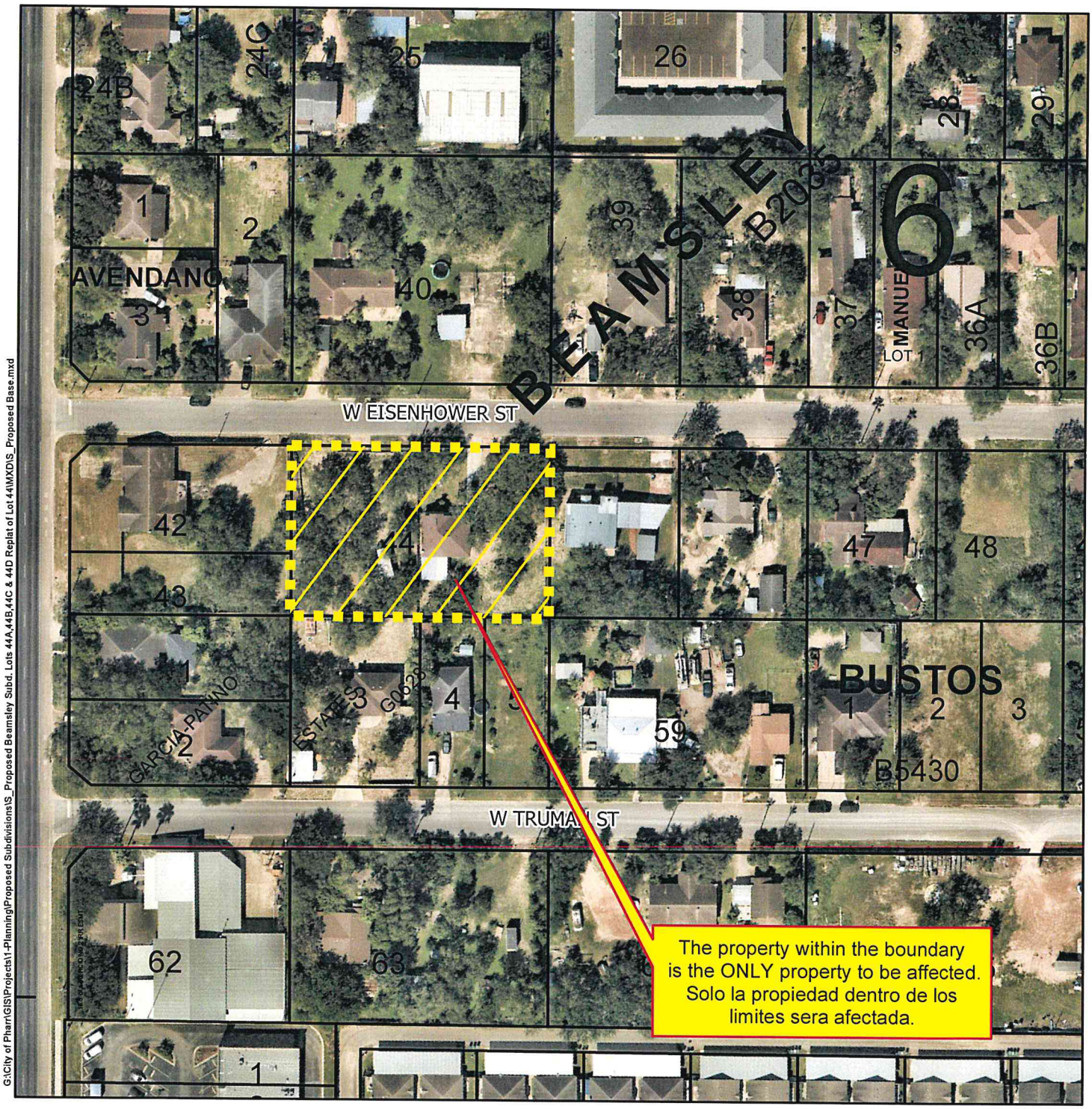
0 55 110 220 330 440 Feet

N W E S

Date: 11/13/2018

Proposed Subdivision
LOTS 44A, 44B, 44C, AND 44D RE-PLAT OF BEAMSLEY SUBD
SALINAS Engineering & Associates

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed Beamsley Subd. Lots 44A,44B,44C & 44D Replat of Lot 44\MXD\S_Proposed Base.mxd

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PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 115 feet

0 55 110 220 330 440 Feet

N W E S

Date: 11/13/2018

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.4.
DATE SUBMITTED: July 12, 2022
MEETING DATE: July 19, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Treviño Engineering, representing Rogelio A. Pruneda, is requesting final plat approval of the proposed Pruneda Subdivision. The property is legally described as being 0.454 acre tract of land forming a part or portion of Lot 325, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 100 Block of West Dicker Road. **SUB#160618**

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

Issue: Treviño Engineering, representing Rogelio A. Pruneda, is requesting final plat approval of the proposed Pruneda Subdivision. **SUB#160618**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed Pruneda Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Pruneda Subdivision.

Alternatives: n/a

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

ROUTING:

Iris Mata	Created/Initiated - 7/12/2022
Patricia Rigney	Approved - 7/12/2022
Roland Gomez	Approved - 7/14/2022
City Management Office	Final Approval - 7/15/2022

Pharr
Development Services

MEMORANDUM

DATE: TUESDAY, JULY 19, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DIRECTOR DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: PRUNEDA SUBDIVISION
FILE NO. **SUB#160618**

GENERAL INFORMATION:

APPLICANT: Treviño Engineering, representing Rogelio A. Pruneda, is requesting final plat approval of the proposed Pruneda Subdivision.

LEGAL DESCRIPTION: The property is legally described as being 0.454 acre tract of land forming a part or portion of Lot 325, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

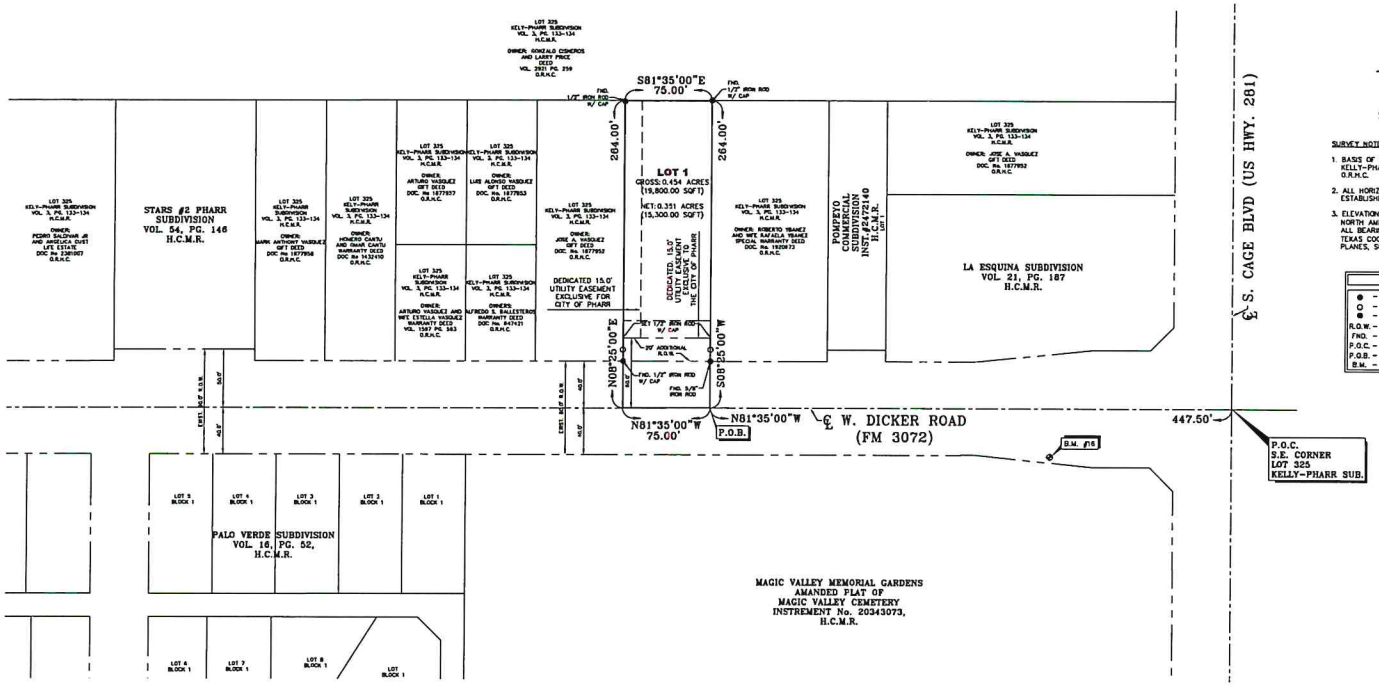
LOCATION: The property is located within the 100 Block of West Dicker Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are Single-Family Residential District (R-1) to the south and west, General Business District (C) and Single-Family Residential District (R-1) to the east and Agricultural and/or Open Space District (A-O) to the north. The property is designated for commercial use in the land use plan.

PROPERTY PROPOSED USE: Mechanic shop.

VARIANCES: None requested.

RECOMMENDATIONS:	Development Services recommends final plat approval of the proposed Pruneda Subdivision subject to the following conditions:
STREETS, PAVING AND R.O.W.:	1. In compliance.
EASEMENTS:	1. In compliance
SIDEWALK: ADA:	1. In compliance.
FIRE PROTECTION:	1. In compliance.
WATER:	1. In compliance.
SEWER:	1. In compliance.
DRAINAGE:	1. In compliance.
OTHER:	1. In compliance.
PLANNING AND ZONING COMMISSION:	The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Pruneda Subdivision.



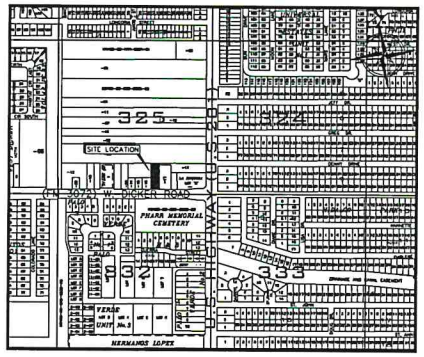
SCALE: 1"=50'

SURVEY NOTES:

1. BASIS OF BEARING: SOUTH BOUNDARY LINE LOT 325 KELLY-PHARR SUBDIVISION, VOL. 3, PG. 133-134, O.R.H.C.
2. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.
3. ELEVATIONS ON THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM, (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, US SURVEY FEET, GRID.

LEGEND

● -	FND. 1/2" IRON ROD
○ -	SET 1/2" IRON ROD
◉ -	SET 5/8" IRON ROD
R.O.W. -	RIGHT OF WAY
FND. -	FOUND
P.O.C. -	POINT OF COMMENCEMENT
P.O.B. -	POINT OF BEGINNING
B.M. -	BENCHMARK



LOCATION MAP
SCALE: 1"=500'

PRUNEDA SUBDIVISION

A 0.454 OF AN ACRE (19,800.00 SQ. FT.) TRACT OF LAND FORMING A PART OR PORTION OF LOT 325, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 3, PAGES 133-134, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 0.454 OF AN ACRE (19,800.00 SQ. FT.) TRACT OF LAND FORMING A PART OR PORTION OF LOT 325, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 3, PAGES 133-134, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.454 OF AN ACRE (19,800.00 SQ. FT.) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A POINT AT THE INTERSECTION OF SOUTH CAGE BOULEVARD (U.S. HWY. 281), AND W. DICKER ROAD (F.M. 3072), SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 325, KELLY-PHARR SUBDIVISION, THENCE NORTH 81°35'00" WEST, A DISTANCE OF 447.50 FEET, WITH THE SOUTH LINE OF SAID LOT 325, AND THE CENTER LINE OF SAID W. DICKER ROAD TO A POINT, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND, AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 81°35'00" WEST, A DISTANCE OF 75.00 FEET, WITH THE SOUTH LINE OF SAID LOT 325, AND THE CENTERLINE OF SAID W. DICKER ROAD TO A POINT, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 08°25'00" EAST, AT 40.00 FEET PASSED A HALF (1/2) INCH IRON ROD FOUND WITH CAP FOR THE EXISTING NORTH RIGHT OF WAY LINE OF SAID W. DICKER ROAD, CONTINUING A TOTAL DISTANCE OF 284.00 FEET, PARALLEL WITH THE EAST LINE OF SAID LOT 325, TO A HALF (1/2) INCH IRON ROD FOUND WITH PLASTIC CAP FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°35'00" EAST, A DISTANCE OF 75.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID LOT 325, TO A HALF (1/2) INCH IRON ROD FOUND WITH PLASTIC CAP FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°25'00" WEST AT 224.00 FEET PASS A 5/8 INCH IRON ROD FOUND, FOR THE EXISTING NORTH RIGHT OF WAY LINE OF SAID W. DICKER ROAD, CONTINUING A TOTAL DISTANCE OF 284.00 FEET, PARALLEL WITH THE EAST LINE OF SAID LOT 325, TO THE POINT OF BEGINNING, CONTAINING 0.454 OF AN ACRE (19,800.00 SQ. FT.) TRACT OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE), ROGELIO A. PRUNEDA THE UNDERSIGNED, OWNER (S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE PRUNEDA SUBDIVISION, TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WE WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF PHARR, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF PHARR.

_____
ROGELIO A. PRUNEDA
2302 EBANO ST.
HIDALGO, TEXAS 78557

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROGELIO A. PRUNEDA KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORECOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF_____, 20__

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
MAYOR, CITY OF PHARR DATE
AMBROSIO HERNANDEZ

_____ _____
ATTEST: CITY CLERK DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ _____
RAUL E. SESIN P.E., C.F.M DATE
GENERAL MANAGER

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

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACE UPON HIDALGO COUNTY IRRIGATION DISTRICT'S #2 RIGHTS OF WAYS OR EASEMENTS.

BY: _____ ATTEST_____
PRESIDENT SECRETARY

APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF PHARR, TEXAS, THIS THE _____ DAY OF _____ 20_____, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS.

_____ _____
CHAIRPERSON, PLANNING AND ZONING COMMISSION DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS
IDEN I. TREVIÑO
92036
LICENSED
PROFESSIONAL ENGINEER

_____ _____ _____
IDEN I. TREVIÑO, PE NO.92036 DATE

GENERAL NOTES:

1. FLOOD INSURANCE RATING ZONE: "B"
   AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND THE 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTION DRAINAGE ARE IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

   INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480334 0500 B
   REVISED: JANUARY 2, 1981
2. BENCHMARK: CITY OF PHARR B.M. # 16;
   NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), TEXAS COORDINATE SYSTEM, (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, US SURVEY FEET, GRID.
   ELEV.= 84.02, N: 16570233.296, E: 1063822.613,
   LOCATED APPROXIMATELY 156.00' WEST OF THE INTERSECTION OF W. DICKER ROAD AND S. CAGE BOULEVARD (U.S. HIGHWAY 281), ON THE SOUTH SIDE OF W. DICKER ROAD.
3. SETBACKS AS PER CITY OF PHARR ORDINANCE.
4. MINIMUM FINISH FLOOR ELEVATION: 18 INCHES ABOVE TOP OF CURB AT CENTER OF LOT.
5. NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT.
6. NO CONSTRUCTION OF ANY STRUCTURES IS ALLOWED UNLESS FIRE PROTECTION IS IN PLACE.
7. A 5' SIDEWALK WITH "ADA" COMPLIANT RAMP AND LANDING IS TO BE CONSTRUCTED ALONG THE NORTH SIDE OF W. DICKER RD. AT THE TIME OF BULDING PERMIT STAGE.
8. ALL SUBDIVISION IMPROVEMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS AND TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (T.P.D.E.S.).
9. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF 0.058 ACRES AND A VOLUME OF APPROXIMATELY 0.067 ACRE-FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.

   NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR.
10. OWNERS ARE TO MAINTAIN DETENTION AREAS.
11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
12. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
13. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
14. OWNER TO MAINTAIN RIGHT OF WAY (R.O.W.) AND PERIMETER OF SUBDIVISION.
15. DETENTION AREAS THAT ARE 3 FEET OR DEEPER WILL REQUIRE PERIMETER FENCE.

STATE OF TEXAS
COUNTY OF HIDALGO

"KNOW ALL MEN BY THESE PRESENTS:

THAT I, SAMUEL D. MALDONADO, DO HEREBY CERTIFY, THAT I PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND AS DESCRIBED AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF PHARR.

STATE OF TEXAS
SAMUEL D. MALDONADO
6027
REGISTERED
PROFESSIONAL
LAND SURVEYOR

_____ _____ _____
SAMUEL D. MALDONADO, RPLS NO. 6027 DATE

DATE OF PREPARATION: NOVEMBER 2013

NO.	SHEET	REVISION	DATE	APPROVED

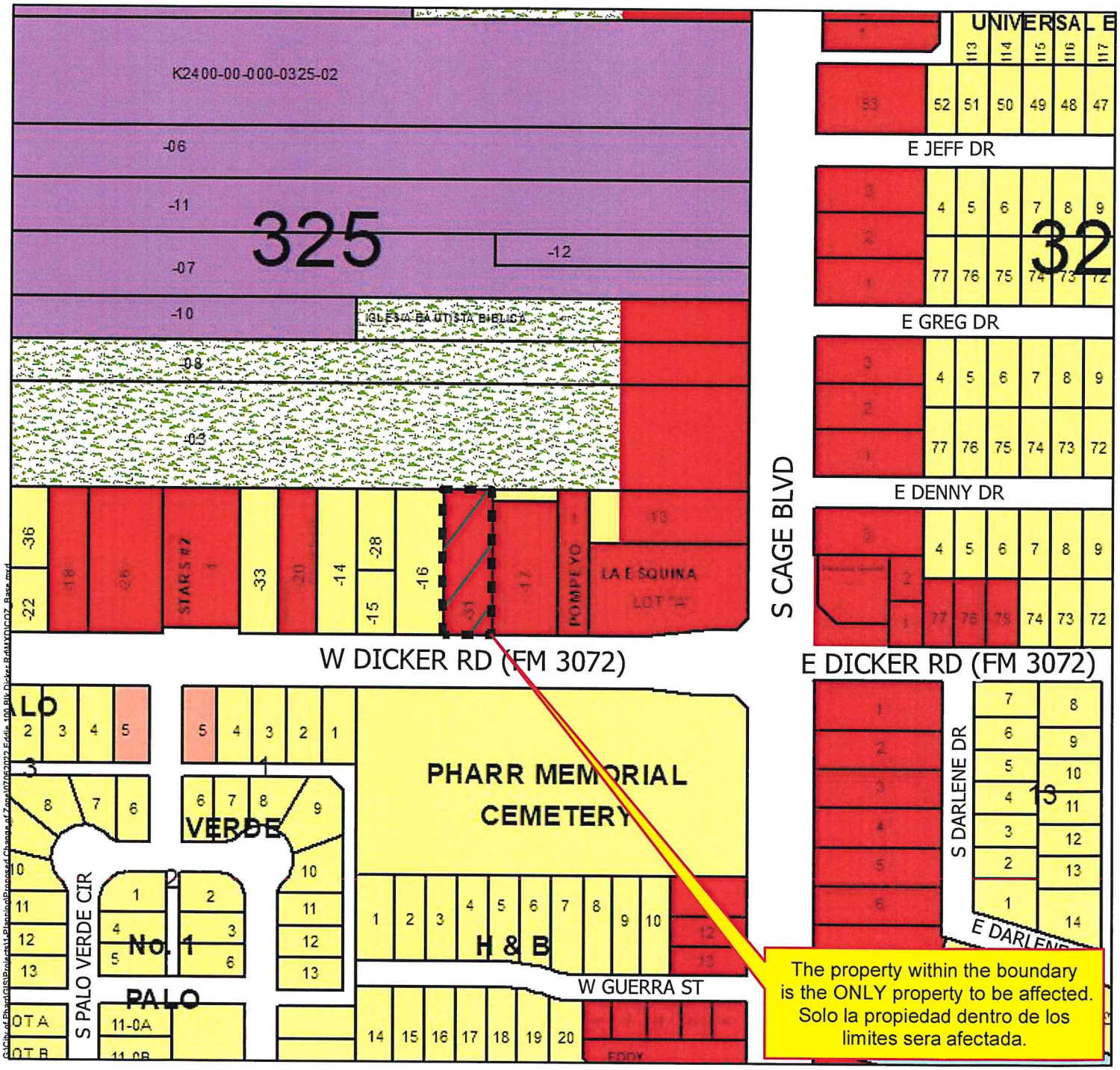
PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ROGELIO A PRUNEDA	2302 EBANO ST.	HIDALGO, TEXAS 78557	(956) 784-0490	
ENGINEER:	IDEN I. TREVIÑO, P.E.	200 S. 10TH ST. SUITE 1301	McALLEN, TEXAS 78501	(956) 283-8847	
SURVEYOR:	SAMUEL D. MALDONADO, RPLS	200 S. 10TH ST. SUITE 1500	McALLEN, TEXAS 78501	(956) 702-8880	(956) 702-8883

TREVIÑO ENGINEERING
FIRM No. F-7906
TEL No. (956) 283-8847
Ident@trevinoengineering.com
200 S. 10th St. Ste. 1301
McAllen, Texas 78501

Proposed Change of Zone
Pruneda Subdivision
Trevino Engineering

Pharr Engineering



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

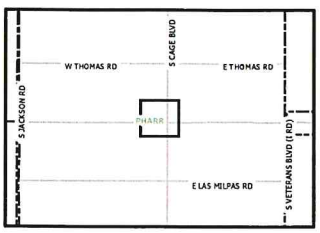
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 7/6/2022

Scale: 1 inch = 220 feet

0 110 220 440 660 880 Feet

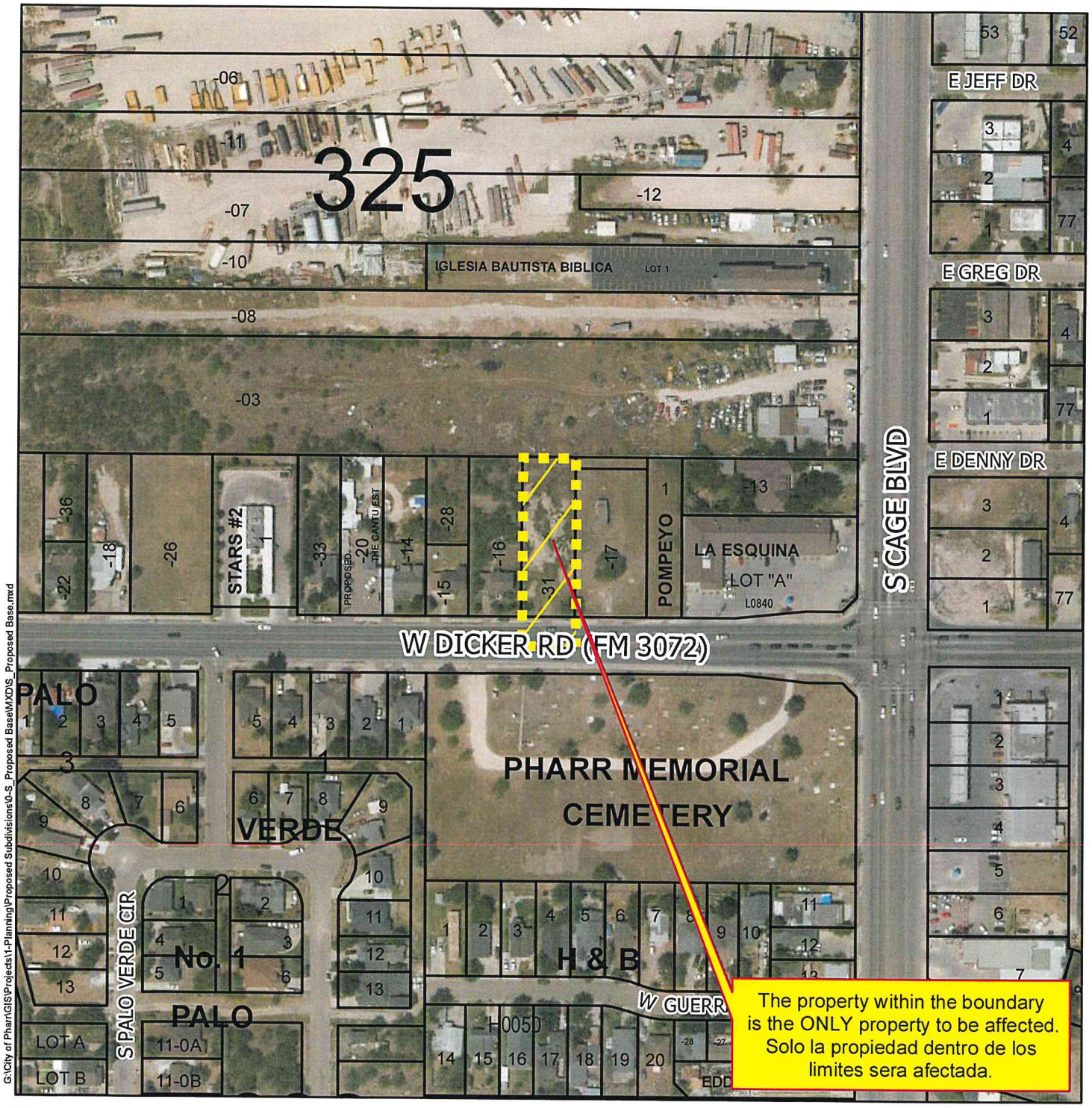
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Proposed Subdivision
Pruneda Subdivision
Trevino Engineering

Pharr
All-America City
2006

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\0-S_Proposed Base\MXD\S_Proposed Base.mxd

Agricultural Open Space
Single Family
Single Family Small Lot
Two Family
Medium Density Multi-Family
High Density Multi-Family
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
956.702.5355

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 1/17/2017

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: July 1, 2022
MEETING DATE: July 19, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Ordinance regarding Texas Gas Service Company's (TGS) Cost of Service Adjustment (COSA) Filing. ***(Adoption on One Reading)***

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

Issue: On April 28, 2022, Texas Gas Service Company ("TGS" or "Company") filed for a rate increase pursuant to the Cost of Service Adjustment ("COSA") tariff adopted by the Rio Grande Valley Service Area ("RGVSA") Cities. TGS claimed an entitlement to rate relief under the tariff in the amount of $3,717,040 on a system-wide basis. Attorney, Thomas Brocato, and consultant, Karl Nalepa, relied upon by the city coalition to review the TGS filing and negotiate a settlement, agreed to recommend a settlement of $2,750,000 on a system-wide basis.

Cities' consultant found that TGS' cost of service calculations were consistent with the terms of the COSA tariff. However, he identified several adjustments that were appropriate. After meeting to discuss the adjustment, the parties were able to reach negotiated resolution of the 2022 COSA.

In summary, the parties agreed to a total revenue requirement adjustment of $967,040 off of the Company's original request of $3,717,040. The agreed reductions to the revenue requirement results in a total increase of $2,750,000.
The new rates quill go into effect with meter reads after July 27.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends adoption of the Ordinance and tariffs establishing new rates.

Alternatives: Not to approve

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

ROUTING:

Hilda Pedraza Created/Initiated - 7/1/2022

Patricia Rigney	Approved - 7/1/2022
Karla Saavedra	Approved - 7/15/2022
City Management Office	Final Approval - 7/15/2022

Model Staff Report in Support of TGS
COSA Rate Increase Ordinance

Background

On April 28, 2022, Texas Gas Service Company ("TGS" or "Company") filed for a rate increase pursuant to the Cost of Service Adjustment ("COSA") tariff adopted by the Rio Grande Valley Service Area ("RGVSA") Cities. TGS claimed an entitlement to rate relief under the tariff in the amount of $3,717,040 on a system-wide basis. Attorney, Thomas Brocato, and consultant, Karl Nalepa, relied upon by the city coalition to review the TGS filing and negotiate a settlement, agreed to recommend a settlement of $2,750,000 on a system-wide basis.

Purpose of the COSA

The Texas Legislature allows gas utilities to annually adjust rates based on changes to invested capital. That statutory provision is referred to as the Gas Reliability Infrastructure Program ("GRIP"). In a GRIP proceeding, cities are not allowed to intervene at the Railroad Commission, cannot challenge the reasonableness of any investment, and may not recover rate case expenses. In 2009, RGVSA Cities negotiated a COSA tariff as a three year experimental substitute for the GRIP process. Finding the COSA process to be mutually beneficial, the COSA process was renewed at the end of the experiment. In 2012, Cities and TGS agreed to a revised COSA tariff. In 2017, Cities and TGS agreed to revise the existing COSA tariff. This is the fifth filing under the revised tariff.

Resolution of the 2022 Filing

Cities' consultant found that TGS' cost of service calculations were consistent with the terms of the COSA tariff. However, he identified several adjustments that were appropriate. After meeting to discuss the adjustment, the parties were able to reach negotiated resolution of the 2022 COSA.

In summary, the parties agreed to a total revenue requirement adjustment of $967,040 off of the Company's original request of $3,717,040. The agreed reductions to the revenue requirement results in a total increase of $2,750,000.

EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS IN THE ORDINANCE

Section 1. When rates change, it is critical for the regulatory authority to find existing rates to be unreasonable and for the new rates to be just and reasonable. This section finds that the new rates reflected in tariffs for each customer class attached to the Ordinance are reasonable.

Section 2. This paragraph authorizes TGS to collect an additional $2,750,000 in revenue.

Section 3. This paragraph requires the Company to reimburse the City for consulting and legal costs associated with the requested increase.

Section 4. This paragraph repeals any prior City action that might be inconsistent with the new tariffs adopted by the Council.

Section 5. This paragraph recites compliance with the Open Meetings Act.

Section 6. This paragraph is a typical savings clause, preserving the remaining provisions of the Ordinance should any one provision be determined to be invalid.

Section 7. Pursuant to the COSA tariff, the new rates are to become effective on or after the first billing cycle of August each year. This paragraph allows the Company to implement the new rates on meter reads that occur on or after July 27, 2022.

Section 8. This paragraph requires that an adopted and signed copy of the Ordinance be sent to the Company and outside counsel to the City.

RECOMMENDATION

The City staff recommends adoption of the Ordinance and tariffs establishing new rates.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF _____, TEXAS, ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE CITY AND TEXAS GAS SERVICE ("TGS" OR "THE COMPANY") REGARDING THE COMPANY'S APRIL 28, 2022 COST OF SERVICE ADJUSTMENT ("COSA") FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING NEW TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; PROVIDING FOR THE RECOVERY OF THE CITY'S AND TGS' REASONABLE AND NECESSARY RATE CASE EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY'S AND THE CITY'S LEGAL COUNSEL.

WHEREAS, the City of _____, Texas ("City") is a gas utility customer of Texas Gas Service ("TGS" or "the Company"), and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, pursuant to the terms of the agreement settling TGS' 2017 Statement of Intent to increase rates, to which City was a signatory, the City and other municipalities within the Rio Grande Valley Service Area and TGS worked collaboratively to develop the Cost of Service Adjustment ("COSA") tariff that allows for an expedited comprehensive rate review process; and

WHEREAS, on or about April 28, 2022, TGS filed with the City a COSA tariff seeking to increase natural gas rates to all customers residing in the City; and

WHEREAS, the Company requested a system-wide increase of $3,717,040; and

WHEREAS, the City coordinated a review of TGS' COSA filing and designated attorneys and consultants to resolve issues in the Company's COSA filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the City's rate expert concluded that TGS is able to justify an increase over current rates; and

WHEREAS, the City's attorney and consultant recommend that the City approve the Settlement Agreement reflecting increased revenues of $2,750,000 on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the City and are just, reasonable, and in the public interest; and

WHEREAS, the negotiated resolution of the Company's COSA filing and the resulting rates are, as a whole, in the public interest; and

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

Section 1. That the City Council finds that the existing rates for natural gas service provided by TGS are unreasonable and the new tariffs implementing this Ordinance, which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 2. That a rate increase of $2,750,000 on a system-wide basis is reasonable.

Section 3. That TGS shall reimburse the reasonable ratemaking expenses of the City in processing the Company's rate application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That the tariffs attached as Attachment A to this Ordinance shall become effective for meters read on and after July 27, 2022 consistent with the COSA tariff.

Section 9. That a copy of this Ordinance shall be sent to TGS, care of Stephanie Houle, 1301 South Mopac, Suite 400, Austin, Texas 78746, and to Thomas L. Brocato, Special Counsel to the City, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2022.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Texas Gas Service Company, a Division of ONE Gas, Inc.
Rio Grande Valley Service Area **RATE SCHEDULE 10**

RESIDENTIAL SERVICE RATE

APPLICABILITY

Applicable to a residential customer in a single dwelling, or in a dwelling unit of a multiple dwelling or residential apartment, for domestic purposes. A residential consumer includes an individually-metered residential unit or dwelling that is operated by a public housing agency acting as an administrator of public housing programs under the direction of the U.S. Department of Housing and Urban Development. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of		$18.02 plus
	All Ccf @	$0.88854 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated	Meters Read On and After
July 28, 2021	July 27, 2022

Texas Gas Service Company, a Division of ONE Gas, Inc.
Rio Grande Valley Service Area **RATE SCHEDULE 20**

COMMERCIAL SERVICE RATE

APPLICABILITY

Applicable to commercial consumers and to consumers not otherwise specifically provided for under any other rate schedule. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of		$141.62 plus (For Commercial Service) $123.62 plus (For Church Service)
	All Ccf @	$0.31650 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated
July 28, 2021

Meters Read On and After
July 27, 2022

Texas Gas Service Company, a Division of ONE Gas, Inc.
Rio Grande Valley Service Area **RATE SCHEDULE 30**

INDUSTRIAL SERVICE RATE

APPLICABILITY

Applicable to any qualifying industrial customer whose primary business activity at the location served is included in one of the following classifications of the Standard Industrial Classification Manual of the U.S. Government.

Division B - Mining - all Major Groups
Division D - Manufacturing - all Major Groups
Divisions E and J - Utility and Government - facilities generating power for resale only

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of		$903.88 plus
	All Ccf @	$0.30336 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Texas Gas Service Company, a Division of ONE Gas, Inc.
Rio Grande Valley Service Area **RATE SCHEDULE 40**

PUBLIC AUTHORITY SERVICE RATE

APPLICABILITY

Applicable to any qualifying public authority, public and parochial schools and colleges, and to all facilities operated by Governmental agencies not specifically provided for in other rate schedules or special contracts. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of		$132.93 plus
	All Ccf @	$0.38068 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

TRANSPORTATION SERVICE RATE

APPLICABILITY

Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule.

Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.'s (the "Company") distribution system. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

AVAILABILITY

Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company's Rio Grande Valley distribution system which includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.

COST OF SERVICE RATE

During each monthly billing period, a customer charge per meter per month listed by customer class as follows:

Commercial	$483.62 per month
Industrial	$1,153.88 per month
Public Authority	$487.93 per month

Plus – All Ccf per monthly billing period listed by customer class as follows:

Commercial	The First 5000 Ccf @	$0.31650 per Ccf
	All Over 5000 Ccf @	$0.01777 per Ccf

TRANSPORTATION SERVICE RATE
(Continued)

Industrial	The First 5000 Ccf @	$0.30336 per Ccf
	All Over 5000 Ccf @	$0.03453 per Ccf
Public Authority	The First 5000 Ccf @	$0.38068 per Ccf
	All Over 5000 Ccf @	$0.01595 per Ccf

ADDITIONAL CHARGES

1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.

2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.

3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Rio Grande Valley Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.

4) Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider RCE.

5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

6) The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

SUBJECT TO

1) Tariff T-TERMS, General Terms and Conditions for Transportation.

2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer.

3) Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: July 14, 2022
MEETING DATE: July 19, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration, if any, on Ordinance amending Ordinance No. O-2021-52 for budget amendment to the Fiscal Year 2021-2022 budget. (***Adoption on One Reading***)

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

Issue: In order to be transparent and to reflect proper budgetary activity, City is required to amend its Budget any time there is an increase of appropriations due to increase of revenues or available resources. This is to be compliance with GFOA, Auditing requirements and Texas Local Government Code.

Fiscal Consideration: N/A

Staff Recommendation: To Approve

Alternatives: Not to approve

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

ROUTING:

Karla Saavedra	Created/Initiated - 7/14/2022
Patricia Rigney	Approved - 7/14/2022
City Management Office	Final Approval - 7/15/2022

CITY OF PHARR, TEXAS
BUDGET YEAR 21-22- BUDGET AMENDMENT #2
DETAILED AMENDMENT ACTIVITY

GENERAL FUND						
REVENUES:					**REF**	
01	4	4883-62	Transfer IN-EMS	$ 3,286,400		To reduce original budgeted amount of transfers from EMS Enterprise Fund
01	4	4883-63	Transfer IN-FIBER	$ 2,270,200		To reduce original budgeted amount of transfers from FIBER Enterprise Fund
01	4	4883-70	Transfer IN-Bridge	$ (800,000)		To increase Bridge Transfers IN from Bridge Excess collected revenue
01	4	4762-000	Intergovemental UTRGV	$ 750,000		To reduce original budgeted for UTRGV Lease Rental fee not yet executed
01	4	4113-000	Sales Taxes	$ (800,000)		To Increase sales tax revenue collected as of June 2022
			Total Revenues (Increase)/Decrease	**$ 4,706,600**		
EXPENDITURES:						
01	510	1100	Salaries	$ 58,000		To ratify current base pay for Deputy City Manager for the remaining of the FY
01	510	1105	FICA	$ 4,500		To ratify current base pay for Deputy City Manager for the remaining of the FY
01	510	1115	Retirement	$ 7,000		To ratify current base pay for Deputy City Manager for the remaining of the FY
01	510	1100	Salaries	$ 16,500		To ratify assignment pay of $50,000 to City Manager position for Police Chief Duties for the remaining of the FY
01	510	1105	FICA	$ 1,300		To ratify assignment pay of $50,000 to City Manager position for Police Chief Duties for the remaining of the FY
01	510	1115	Retirement	$ 2,000		To ratify assignment pay of $50,000 to City Manager position for Police Chief Duties for the remaining of the FY
01	510	1100	Salaries	$ 1,600		To ratify increase in Car Allowance from $5,200 to $10,000 for ACM and allocate for remaining of FY
01	510	1105	FICA	$ 200		To ratify increase in Car Allowance from $5,200 to $10,000 for ACM and allocate for remaining of FY
01	510	1115	Retirement	$ 200		To ratify increase in Car Allowance from $5,200 to $10,000 for ACM and allocate for remaining of FY
01	510	1100	Salaries	$ 21,500		To ratify and allocate three months of personnel costs for new FTE (1) created or Strategic Planning and Policy Liaison
01	510	1105	FICA	$ 1,700		To ratify and allocate three months of personnel costs for new FTE (1) created or Strategic Planning and Policy Liaison
01	510	1106	Health Insurance	$ 2,500		To ratify and allocate three months of personnel costs for new FTE (1) created or Strategic Planning and Policy Liaison
01	510	1115	Retirement	$ 2,400		To ratify and allocate three months of personnel costs for new FTE (1) created or Strategic Planning and Policy Liaison
01	512	1100	Salaries	$ 3,300		To allocate assignment pay for additional duties to Mental Wellness Coordinator-ask Robert!
01	512	1105	FICA	$ 300		To allocate assignment pay for additional duties to Mental Wellness Coordinator
01	512	1115	Retirement	$ 400		To allocate assignment pay for additional duties to Mental Wellness Coordinator
01	520	1100	Salaries	$ 16,500		To reclassify one position from Wellness Facility Manager to Pharr ONE Manager and increase base pay from $35,900 to $50,000 and allocate for remaining of FY
01	520	1105	FICA	$ 1,300		To reclassify one position from Wellness Facility Manager to Pharr ONE Manager and increase base pay from $35,900 to $50,000 and allocate for remaining of FY
01	520	1115	Retirement	$ 1,900		To reclassify one position from Wellness Facility Manager to Pharr ONE Manager and increase base pay from $35,900 to $50,000 and allocate for remaining of FY
01	520	1100	Salaries	$ (25,900)		To eliminate (-1) Wellness Facility Coordinator and create new position of Pharr ONE Manager
01	520	1105	FICA	$ (2,000)		To eliminate (-1) Wellness Facility Coordinator and create new position of Pharr ONE Manager
01	520	1115	Retirement	$ (2,900)		To eliminate (-1) Wellness Facility Coordinator and create new position of Pharr ONE Manager
01	512	7701	Lease Principal	$ 1,700		To allocate funds for capital lease debt service payments
01	515	7701	Lease Principal	$ 30,400		To allocate funds for capital lease debt service payments
01	517	7701	Lease Principal	$ 5,900		To allocate funds for capital lease debt service payments
01	519	7701	Lease Principal	$ 3,500		To allocate funds for capital lease debt service payments
01	526	7701	Lease Principal	$ 4,600		To allocate funds for capital lease debt service payments
01	527	7701	Lease Principal	$ 36,900		To allocate funds for capital lease debt service payments
01	528	7701	Lease Principal	$ 8,900		To allocate funds for capital lease debt service payments
01	512	4402	Other Equipment Rentals	$ (6,300)		To use savings of other rentals and reallocate to other funds
01	515	4402	Other Equipment Rentals	$ (15,000)		To use savings of other rentals and reallocate to other funds
01	517	4402	Other Equipment Rentals	$ (5,900)		To use savings of other rentals and reallocate to other funds
01	519	4402	Other Equipment Rentals	$ (3,500)		To use savings of other rentals and reallocate to other funds
01	527	4402	Other Equipment Rentals	$ (35,700)		To use savings of other rentals and reallocate to other funds
01	528	4402	Other Equipment Rentals	$ (7,200)		To use savings of other rentals and reallocate to other funds
01	517	5530	Contractual Services	$ (700,000)		To reallocate funds for Paving Program incurred under General CIP Fund
01	524	1100	Salaries	$ (130,000)		To reallocate unused funds for Personnel Expenses and to eliminate (1) FTE Assistant Attorney Position
01	524	1105	FICA	$ (10,000)		To reallocate unused funds for Personnel Expenses and to eliminate (1) FTE Assistant Attorney Position
01	524	1106	Health Insurance	$ (7,400)		To reallocate unused funds for Personnel Expenses and to eliminate (1) FTE Assistant Attorney Position
01	524	1115	Retirement	$ (14,700)		To reallocate unused funds for Personnel Expenses and to eliminate (1) FTE Assistant Attorney Position
01	522	1100-001	Salaries Aquatic	$ 83,700		To adjust and increase Hourly rate to Part-Time Aquatic Park employees for the remaining of the FY
01	522	8803	Automotive	$ 186,500		To allocate prior year budgeted equipment spent in December 2021
01	512	4402	Other Equipment Rentals	$ (450,000)		To reallocate unused funds for Car Lease Expense to other unfunded accounts
01	525	1100	Salaries	$ (277,600)		To eliminate (8) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	525	1105	FICA	$ (21,200)		To eliminate (8) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	525	1106	Health Insurance	$ (59,100)		To eliminate (8) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	525	1107	Workers Comp	$ (1,200)		To eliminate (8) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	525	1108	Tec Taxes	$ (2,100)		To eliminate (8) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	525	1115	Retirement	$ (31,600)		To eliminate (8) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	530	9950-009	Incentive	$ 143,400		To allocate excess sales and building permit fees and paid as Incentive as per 380 Agreement
01	530	9980-55	Transfer Out-City Garage	$ (250,000)		To reallocate unused funds for City Garage Maintenance
01	530	9980-36	Transfer Out-General CIP	$ 1,050,000		To reallocate funds for Paving Program incurred under General CIP Fund
			Total Expenditures Increase/(Decrease)	**$ (360,700)**		
			NET EFFECT ON GENERAL FUND:	**$ (4,345,900)**		**<---Cash Available in Bank Account**
CDBG						
REVENUES:						
30	4	4XXX	CDBG GRANT Revenue	$ (4,600)		To ratify increase in base pay of $10,000 to CDBG specialist and allocate funding for the remaining of the year
			Total Revenues (Increase)/Decrease	**$ (4,600)**		
EXPENSES:						
30	52600	1100	Salaries	$ 3,300		To ratify increase in base pay of $10,000 to CDBG specialist and allocate funding for the remaining of the year
30	52600	1105	FICA	$ 300		To ratify increase in base pay of $10,000 to CDBG specialist and allocate funding for the remaining of the year
30	52600	1107	Workers Comp	$ 300		To ratify increase in base pay of $10,000 to CDBG specialist and allocate funding for the remaining of the year
30	52600	1108	Unemployment	$ 300		To ratify increase in base pay of $10,000 to CDBG specialist and allocate funding for the remaining of the year
30	52600	1115	Retirement	$ 400		To ratify increase in base pay of $10,000 to CDBG specialist and allocate funding for the remaining of the year
			Total Expenditures Increase/(Decrease)	**$ 4,600**		
			NET EFFECT ON CDBG	**$ -**		**<---No Effect**
CITY GARAGE						
REVENUES:						
55	4	4880-01	Transfer IN-General Fund	$ 250,000		To reallocate unused funds for City Garage Maintenance
			Total Revenues (Increase)/Decrease	**$ 250,000**		
EXPENSES:						
55	535	66xx	City Garage Repairs	$ (250,000)		To reallocate unused funds for City Garage Maintenance
			Total Expenditures Increase/(Decrease)	**$ (250,000)**		
			NET EFFECT ON CITY GARAGE	**$ -**		**<---No Effect**

UTILITY FUND					
REVENUES:					
			Total Revenues (Increase)/Decrease	**$ -**	
EXPENSES:					
60	583	1100	Salaries	$ 17,900	To ratify increase in certification pay for Laborer, Distribution supervisor and Backhoe Operator
60	583	1105	FICA	$ 1,400	To ratify increase in certification pay for Laborer, Distribution supervisor and Backhoe Operator
60	583	1107	Workers Comp	$ 800	To ratify increase in certification pay for Laborer, Distribution supervisor and Backhoe Operator
60	583	1108	Unemployment	$ 400	To ratify increase in certification pay for Laborer, Distribution supervisor and Backhoe Operator
60	583	1115	Retirement	$ 2,200	To ratify increase in certification pay for Laborer, Distribution supervisor and Backhoe Operator
60	584	1100	Salaries	$ 2,000	To ratify increase in certification pay for Maintenance Technician position
60	584	1105	FICA	$ 200	To ratify increase in certification pay for Maintenance Technician position
60	584	1107	Workers Comp	$ 100	To ratify increase in certification pay for Maintenance Technician position
60	584	1108	Unemployment	$ 100	To ratify increase in certification pay for Maintenance Technician position
60	584	1115	Retirement	$ 300	To ratify increase in certification pay for Maintenance Technician position
60	583	2214	Water Meter and Boxed	$ (25,400)	To reallocate funds for ratification of increase in certification pay for positions above
			Total Expenditures Increase/(Decrease)	**$ -**	
			NET EFFECT ON UTILITY FUND:	**$ -**	**<---No Effect**
EMS					
REVENUES:					
62	4	4662	Ground Revenue	$ 5,000,000	To amend and adjust uncollected revenue originally budgeted
62	4	4663	Helicopter Revenue	$ 8,000,000	To amend and adjust uncollected revenue originally budgeted
62	4	4663	Fixed Wing Revenue	$ 3,000,000	To amend and adjust uncollected revenue originally budgeted
			Total Revenues (Increase)/Decrease	**$ 16,000,000**	
EXPENSES:					
62	525	1100	Salaries	$ (1,335,800)	To remove (28) FTE's originally budgeted to provide service for potential contracts not yet in place.
62	525	1105	FICA	$ (102,200)	To remove (28) FTE's originally budgeted to provide service for potential contracts not yet in place.
62	525	1107	Workers Comp	$ (53,500)	To remove (28) FTE's originally budgeted to provide service for potential contracts not yet in place.
62	525	1108	Unemployment	$ (13,400)	To remove (28) FTE's originally budgeted to provide service for potential contracts not yet in place.
62	525	1115	Retirement	$ (160,300)	To remove (28) FTE's originally budgeted to provide service for potential contracts not yet in place.
62	525	9980-01	Transfer out General Fund	$ (3,286,400)	To amend and adjust Transfer Out to General Fund
62	525	8804	Other Equipment	$ (800,000)	To remove unused capital outlay funds
			Total Expenditures Increase/(Decrease)	**$ (5,751,600)**	
			NET EFFECT ON EMS:	**$ (10,248,400)**	**<---Expected to be claimed and recovered by ARPA funds***
FIBER (TEAMPHARR.NET)					
REVENUES:					
63	4		Fiber Revenue	$ 5,500,000	To amend and adjust uncollected revenue originally budgeted
63	4		Reconnection Fees	$ 26,400	To amend and adjust uncollected revenue originally budgeted
63	4		Interest	$ 17,000	To amend and adjust uncollected revenue originally budgeted
			Total Revenues (Increase)/Decrease	**$ 5,543,400**	
EXPENSES:					
63	518	1100	Salaries	$ (806,500)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 Help Desk Supervisor and 4 Help Desk Specialists
63	518	1104	Overtime	$ (55,500)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 Help Desk Supervisor and 4 Help Desk Specialists
63	518	1105	FICA	$ (65,800)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 Help Desk Supervisor and 4 Help Desk Specialists
63	518	1106	Hospital Insurance	$ (170,500)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 Help Desk Supervisor and 4 Help Desk Specialists
63	518	1107	Workers Comp	$ (3,800)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 Help Desk Supervisor and 4 Help Desk Specialists
63	518	1108	TEC Taxes	$ (11,100)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 Help Desk Supervisor and 4 Help Desk Specialists
63	518	1110	Uniforms	$ (20,000)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 Help Desk Supervisor and 4 Help Desk Specialists
63	518	1115	Employee Retirement	$ (94,500)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 Help Desk Supervisor and 4 Help Desk Specialists
63	518	5501	Communication	$ (6,000)	To amend and reflect unused funds
63	518	5503	Training and Travel	$ (40,000)	To amend and reflect unused funds
63	518	5507	Electricity	$ (15,400)	To amend and reflect unused funds
63	518	5528	Audit & Professional	$ (10,000)	To amend and reflect unused funds
63	518	5529	Professional Dues and Expenses	$ (10,000)	To amend and reflect unused funds
63	518	5530	Contractual Services	$ (200,100)	To amend and reflect unused funds
63	518	5532	Insurance	$ (77,400)	To amend and reflect unused funds
63	518	5535	Bank Service Charges	$ (250,000)	To amend and reflect unused funds
63	518	9980-01	Transfer Out-GF	$ (2,270,200)	To amend and adjust Transfer Out to General Fund
			Total Expenditures Increase/(Decrease)	**$ (4,106,800)**	
			NET EFFECT ON FIBER:	**$ (1,436,600)**	**<---Cash Available in Bank Account**
BRIDGE FUND					
REVENUES:					
70	4	4662	Bridge Toll Revenues	$ (800,000)	To reflect increase in Toll collections compared to original budget.
			Total Revenues (Increase)/Decrease	**$ (800,000)**	
EXPENSES:					
70	510	9980-001	Transfer Out	$ 800,000	To increase Bridge Transfers IN from Bridge Excess collected revenue
			Total Expenditures Increase/(Decrease)	**$ 800,000**	
			NET EFFECT ON BRIDGE FUND:	**$ -**	**<---No Effect**

ORDINANCE NO: O-2021-___

AN ORDINANCE AMENDING ORDINANCE O-2021-52; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, REAPPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE

WHEREAS, the Board of City Commissioners has adopted a budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and has filed same with the City Clerk, and complied with all procedures required by law; and

WHEREAS, state law requires that the governing body adopt an Ordinance, and the City charter requires that any amendment be approved by ¾ vote of the members of the Board.

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

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2021 and ending September 30, 2022, as presented to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects in need of amendment for said fiscal year.

SECTION 2: That the net sum **of (-$360,700)** expenditures is hereby appropriated out expenditures and **(-$4,706,600)** of revenues out of the General Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 3: That the net sum **of $4,600** expenditures is hereby appropriated out expenditures and **$4,600** of revenues out of the CDBG and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 4: That the net sum **of $250,000** expenditures is hereby appropriated out expenditures and **$250,000** of revenues out of the City Garage and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 5: That the sum **of $25,400** expenditures **and $25,400** revenues is hereby appropriated out of the Utility Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 6: That the net sum of **$(-5,751,600)** expenditures and (**-$16,000,000)** revenues is hereby appropriated out of the EMS and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 7: That the sum of **$800,000** expenditures and **$800,000** revenues is hereby

appropriated out of expenditures Bridge Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 8: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety, and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage and after publications requirements are met.

SECTION 9: Repealing Clause

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

SECTION 10: 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 11: Publication Effective Date

This ordinance shall be published after its passage and approval and shall take effect and be enforced from and after ten (10) days following such publication in the official newspaper.

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 19th of July.

CITY OF PHARR

_____
Ambrosio Hernandez

ATTEST:

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: July 14, 2022
MEETING DATE: July 19, 2022

FROM: Ruben Rosales, Public Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the repair and rehabilitation of manholes in the city of Pharr from Southern Trechless Solutions out of La Feria, Texas, through Buyboard Contract # 635-21 in the amount of $191,431.00.

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

Issue: Staff is requesting authorization to award contract agreement for the repair of manholes for the year 2022.
(Project # 2122-60-583-P029-001)

Fiscal Consideration: N/A

Staff Recommendation: For approval of repair and rehab or manholes for 2022.

Alternatives: N/A

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

ROUTING:

Ruben Rosales	Created/Initiated - 7/14/2022
Ruben Rosales	Approved - 7/14/2022
Ignacio Amezcua	Approved - 7/14/2022
Patricia Rigney	Approved - 7/14/2022
Karla Saavedra	Approved - 7/15/2022
City Management Office	Final Approval - 7/15/2022

SOUTHERN TRENCHLESS SOLUTIONS

P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355

Adminstx@southerntrenchless.com

Quote Issued: 6/7/2022
Quote: 22179

Invoice Issued: _____

Invoice: _____

Purchase Order #

Buyboard 635-21

Project: City of Pharr - Manhole Rehab #5 2022

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
		Manhole Rehab #5				
1	231	Mobilization	1	EA	$ 1,500.00	$ 1,500.00
2	90	Premium Manhole Frame & Cover Composite	25	EA	$ 1,950.00	$ 48,750.00
3	95	Manhole Rehabilitation - Cement	3352	SF	$ 19.00	$ 63,688.00
4	98	Manhole Rehabilitation - Epoxy	3352	SF	$ 19.00	$ 63,688.00
5	104	Manhole Bench Reconstruction	25	EA	$ 550.00	$ 13,750.00
6	407	Void filling Exterior of Manhole	1	CF	$ 55.00	$ 55.00
		Payment & Performance Bonds	0	EA	$ 5,595.00	$ -
					Total	**$ 191,431.00**

Exclusion:
1 Does Not Include Bypass or Point Repairs.
2 Water to be provided by the City of Pharr at no charge to Southern Trenchless, LLC.
3 Waste site to be provided by City of Pharr.

Instructions:
** Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____

Title: _____

*** **Please Make Checks Payable To:**
Southern Trenchless Solutions, LLC.
P.O. Box 8084
Weslaco, Texas 78599

BuyBoard® Cooperative Purchasing

We Appreciate Your Business!!!

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.
DATE SUBMITTED: July 7, 2022
MEETING DATE: July 19, 2022

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the City of Pharr/Pharr International Bridge and South Texas College for Certified Customs Specialist (CCS) Program.

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

Issue: On April 28, 2022, the Pharr International Bridge held a BridgeConnect Session for Certified Customs Specialist Program in conjunction with South Texas College, which sparked an interest in the trade community. After several meetings, the Pharr International Bridge was informed by STC that a total of 6 students applied for the program and would like to form a Memorandum of Understanding (MOU) with the City of Pharr / Pharr International Bridge. The Certified Customs Specialist (CCS) Program is designed to assist trade professionals involved in the import industry to become experts in the current import regulations.

Fiscal Consideration: $650 X 6 students = $3,900.00

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

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

ROUTING:

Vanessa Guzman	Created/Initiated - 7/7/2022
Luis Bazan	Approved - 7/11/2022
Patricia Rigney	Approved - 7/12/2022
Karla Saavedra	Approved - 7/14/2022
City Management Office	Final Approval - 7/15/2022

CONTRACT TRAINING AGREEMENT
South Texas College

This **Contract Training Agreement** ("Agreement") is made and entered into as of the 16 day of June, 2022 (the "Effective Date") and is by and between **SOUTH TEXAS COLLEGE** ("STC"), an Institution of Higher Education authorized by the laws and Constitution of the State of Texas, and **City of Pharr / Pharr International Bridge**, a home-rule municipal corporation ("City").

WHEREAS, the City requires training and educational services, as more fully described in **Attachment "A,"** and STC has the expertise, resources, personnel, and experience required to provide such services;

WHEREAS, this Agreement is of mutual interest and benefit to STC and the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and STC (sometimes collectively referred to herein as the "Parties" or individually as a "Party") agree as follows:

1. Services and Fees

a. During the term of this Agreement, STC shall provide training services to the City as set forth in **Attachment "A"** (the "Services"), which is incorporated herein by reference. The Services may be modified, reduced or expanded only with the advance written consent of the Parties. If there is any conflict between the terms and conditions of the Services described in **Attachment "A"** and those contained in the body of this Agreement, the terms of the Agreement shall control.

b. The City shall pay STC for the Services in accordance with the terms and conditions set forth in **Attachment "A."**

2. STC's Responsibilities and Representations

a. STC represents that all persons connected with STC who are directly in charge of providing the Services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

b. STC represents that to the best of its actual knowledge, as a result of providing the Services, there are no conflicts of interest between the City and any other person or entity for whom STC is providing or has provided training services. If, during the course of this Agreement, STC becomes aware of facts that constitute or may reasonably lead to a conflict of interest, STC shall promptly notify the City.

Except as may be expressly set forth in **Attachment "A**," STC represents that its performance does not depend on the acquisition of rights from any third party and that the conveyance of any deliverables described as part of the Services will not knowingly infringe on the intellectual property rights of any third party.

c. STC shall: i) designate an administrator to oversee and administer STC's performance of the Services; ii) provide one or more qualified trainers, training materials and equipment appropriate for the Services; iii) assume full responsibility for complying with the requirements of the U.S. Copyright Act with respect to any training materials provided by STC in connection with providing the Services; iv) ensure that any facilities that will be used for the Services will be open and ready for use on the date(s) and time(s) specified for the Services, if the Services will take place at STC; and v) provide certificates of completion for the participants who complete the training requirements as outlined in the Services.

d. STC represents and warrants that the Services will be performed in a professional and workmanlike manner using commercially reasonable industry standards. If STC breaches the foregoing warranties and the City notifies STC of such breach within ten (10) days after the completion of the Services in question, then, as the City's sole and exclusive remedy for the breach of any such warranty, and as STC's entire liability arising from or related to such breach, STC will promptly re-perform the Services at no cost to the City or, at the City's option, refund the amount paid by the City.

e. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.d., STC DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE, AND STC NEITHER ASSUMES NOR ACCEPTS ANY LIABILITY TO THE CITY OR OTHERS WITH RESPECT TO THE QUALITY OR SUFFICIENCY OF THE SERVICES OR ANY DELIVERABLES, OR ANY RESULTS TO BE ACHIEVED BY THE USE OF THE SERVICES AND ANY DELIVERABLES OR OTHER INFORMATION FURNISHED TO THE CITY.

3. City of Pharr's Responsibilities and Representations

a. The City shall: i) designate a contact person to communicate with STC about any specific requirements of the training program for which the Services are being provided and in connection with general planning and coordination; ii) refrain from copying, reproducing, creating derivative works, publishing, or further distributing any training materials provided by STC, unless otherwise permitted by STC; iii) make all required payments to STC within 30 days' of receipt of the invoice; and, iv) pay 10% of the total fee to STC if the City cancels the Services within 30 days of the first day on which the Services were to be provided, unless the cancellation is permitted by the terms of this Agreement.

b. The prevailing Party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing Party and any other recovery as authorized by Section 271.153 of the Texas Local Government Code.

4. Default and Termination

a. Except with respect to STC's breach of warranty, which is governed by Section 2.d., if a Party breaches this Agreement, the other party may, so long as such Party has not caused the breach, terminate this Agreement upon ten (10) days' written notice describing the details of the breach. The termination shall, however, not be effective if the breach is fully cured prior to the end of the ten-day period.

b. Either Party may, with or without cause, terminate this Agreement at any time upon giving thirty (30) days' advance written notice to the other Party. If terminated without cause, neither Party shall have liability to other Party other than STC's obligation to refund any sums paid by the City for any of the Services that were not performed.

c. The City acknowledges and agrees that by providing the Services, STC is not making any representation or warranty concerning the City's future performance or success and that STC is not responsible in any way for the operation of the City's business.

d. Neither Party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. In the event of delay or interruption in schedule due to circumstances out of the parties' control, the parties agree to reach an agreement to allow for alternate dates and/or means of performing the Services in Exhibit "A".

e. WITH THE EXCEPTION OF THE CITY'S OBLIGATION UNDER SECTION 3.a.iv., IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN CONNECTION WITH A BREACH OF SECTION 2.c.iii., TO THE EXTENT PERMITTED BY APPLICABLE LAWS, STC'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CITY TO STC UNDER THIS AGREEMENT.

5. Miscellaneous

a. The relationship created by this Agreement shall be that of independent contractor. Nothing in this Agreement shall be read to make the employees or agents of either Party an employee or an agent of the other.

b. This Agreement constitutes all representations, oral and written, of the work to be performed, replaces all previous agreements, and constitutes the entire agreement between the Parties; with the exception of establishing the dates on which the Services shall be provided, this Agreement may be modified only in writing, signed by each Party, after reasonable notice.

c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE PARTIES VOLUNTARILY WAIVE THEIR RIGHT TO ASSERT SOVEREIGN IMMUNITY FROM SUIT OR LIABILITY IN RESPONSE TO AN ACTION SEEKING ONLY THE REMEDIES FOR ENFORCEMENT OF THIS AGREEMENT. NEITHER PARTY WAIVES IMMUNITIES EXISTING UNDER APPLICABLE LAWS, AND IT IS EXPRESSLY UNDERSTOOD THAT THE WAIVER HERE GRANTED IS A LIMITED AND NOT A GENERAL WAIVER, AND THAT ITS EFFECT IS LIMITED TO SPECIFIC CLAIMS UNDER THIS AGREEMENT.

d. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the Parties, as the case may be.

e. STC, as part of an institution of higher education and recipient of federal and state funding, is subject to federal and state civil rights laws and regulations prohibiting it from discriminating on

the basis of race, ethnicity, gender, creed, age, disability or Veterans status in any program or activity of STC. This Agreement, and the Services offered pursuant to this Agreement, are subject to the provisions of those laws and regulations, and the City agrees that it will cooperate in any civil rights investigation conducted by STC or any external agency regarding the Services or STC's performance of this Agreement.

f. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Each Party submits to the exclusive jurisdiction of the courts located in Hidalgo County, Texas for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.

g. Neither Party shall assign its rights or obligations hereunder without the prior written consent of the other Party. STC shall not subcontract, either directly or indirectly, any of its responsibilities hereunder without the prior written consent of the City.

IN WITNESS WHEREOF, South Texas College and the City of Pharr have executed and delivered this Agreement as of the date first above written.

(STC) SOUTH TEXAS COLLEGE:

By:_____
Dr. Ricardo J. Solis
Interim President

By:_____
Carlos Margo
Associate Dean for ITED

City of Pharr:

By:_____
Andy Harvey
City Manager
City of Pharr, Texas

Type of Funding: Federal __; CFDA ___State ___; Local X ; Private ___

Upon the execution of this Agreement, please return both copies in the envelope provided for your convenience. When all signatures are obtained, one fully executed original will be returned for your records. Please mail to:

South Texas College
Institute for Advanced Manufacturing
3900 W. Military Hwy., Bldg. E
McAllen, Texas 78503

ATTACHMENT A
SERVICES AND COSTS

Cost of Training for City of Pharr employees located in Pharr, TX:

Program Title:	Certified Customs Specialist
Course No./Name:	1C3 9146
Course Description:	***Certified Customs Specialist (CCS)*** *Program is designed to assist trade professionals involved in the import industry to become experts in the current import regulations.*
Total No. of Hours:	90
Administrator Responsible:	Juan Rabanales
Company Contact:	Luis Bazan
Company Address:	9900 S. Cage Blvd Pharr, TX 78577 956-402-4660
Dates:	TBD (tentative start in August 2022)
Time:	Online, self-pace
Program Length:	6 months
Location:	City of Pharr/ Pharr International Bridge
Minimum Participants:	6 students per session
Tuition:	$650.00 x 6 students = $3,900.00
Total:	**$3,900.00**

(Note: additional participants will be charged at the rate of $650.00/participant.) The minimum cost, which includes up to and including six participants, will remain at $3,900.00 as the recovery of cost in order for STC to complete the Services even if the number of participants is fewer than six. Payment need to be done before the class starts).

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.B.
DATE SUBMITTED: July 15, 2022
MEETING DATE: July 19, 2022

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, on professional services agreement with Freese Nichols Engineers to conduct a Title XVI Watersmart Feasibility Report for the City of Pharr.

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

Issue: a feasibility study is needed to access federal dollars

Fiscal Consideration: 42k

Staff Recommendation: Approval, with changes as recommended by legal

Alternatives: deny

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

ROUTING:

Ed Wylie	Created/Initiated - 7/15/2022
Karla Saavedra	Approved - 7/15/2022
Patricia Rigney	Approved - 7/15/2022
City Management Office	Final Approval - 7/15/2022

FREESE AND NICHOLS

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Practical results
Outstanding service

800 N. Shoreline Boulevard, Suite 1600N □ Corpus Christi, Texas 78401 □ 361-561-6500

www.freese.com

May 31, 2022

Ruben Rosales
City of Pharr
801 E. Sam Houston Boulevard
Pharr, Texas 78577

Dear Mr. Rosales,

Freese and Nichols, Inc. is pleased to submit this proposal to provide professional services to the City of Pharr for the Title XVI WaterSmart Feasibility Report.

We appreciate this opportunity to present this proposal. If additional information is desired, please do not hesitate to contact us.

Yours very truly,
FREESE AND NICHOLS, INC.

Juan Bujanos, P.E.
Account Director

Rev. 4/19

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Pharr, Texas hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Title XVI WaterSmart Feasibility Report.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of Forty-one Thousand, Six Hundred Fifty-eight Dollars, $41,658.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

By: _____

David Bennett, P.E., Principal

Print Name and Title

Date: 05/24/22

ATTEST: _____

City of Pharr. Texas

By: _____

_____

Print Name and Title

Date: _____

ATTEST: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

PROJECT DESCRIPTION

The 2011 Lower Rio Grande Regional Water Plan projects 1,360 acre-feet/year (AFY) of water supply shortages for the City of Pharr in the year 2030 and increasing to 9,166 AFY by 2050. Several strategies are recommended in the regional water plan to address this projected shortage, with the largest supply coming through reservoir augmentation by potable reuse.

This scope of work corresponds to the preparation of a feasibility report for the development of a new water supply through reclamation of the City of Pharr's Wastewater Treatment Plant effluent to supplement the City's raw water reservoir. The items contained in this scope are required by The US Bureau of Reclamation, Title XVI WaterSmart's Water Infrastructure Improvements for the Nation, Desalination Construction Program, Reclamation Manual, Directives and Standards (WTR 11-01).

ASSUMPTIONS:

1. All preliminary costs prepared under this scope will be developed to a feasibility assessment level for major project components to be used only for planning purposes.
2. Field survey, geotechnical investigation, and environmental investigation services will not be included in this scope of work.

BASIC SERVICES: FNI will render the following professional services in connection with the Project:

1. PROJECT MANAGEMENT

A. Manage integration, scope, time, costs, quality, staff resources, communications, and procurements for the duration of the project.

B. Prepare monthly invoices, monthly status reports and monthly schedule updates.

C. Develop and implement a Quality Assurance / Quality Control plan for the work.

2. TITLE XVI WATERSMART PROGRAM

Prepare a feasibility report for the development of a new water supply through reclamation of the City of Pharr's Wastewater Treatment Plant effluent to be used for augmentation of the City's raw water reservoir.

A. Project Identifiers

1. Identification of project sponsor(s)
2. Description of the study area and project map
3. Definition of the study area in terms of both the site-specific project area and where the reclaimed, recycled or desalinated water supply will be needed and developed, and any reclaimed or desalinated water distribution systems.

FNI TB
OWNER_____

B. Statement of Problems and Needs.

Describe key water resource management problems and needs for which a water reclamation, recycling or desalination project will provide a solution, including the following information (all projections shall be reasonable and applicable for a minimum of 20 years):

1. Description of the problem and need for a reclamation, recycling or desalination project.
2. Description of current and projected water supplies, including water rights, and potential sources of additional water other than the proposed water desalination project, and plans for new facilities, other than the proposed project, if any.
3. Description of current and projected water demands, including a description of the current and projected water supply and demand imbalances.
4. Description of any water quality concerns for the current and projected water supply.

C. Water Reclamation and Reuse Opportunities

Address the opportunities for water reclamation, recycling and desalination in the study area, and identify the sources of water that could be reclaimed or desalinated, including the following information.

1. Description of all uses for reclaimed or desalinated water, or categories of potential uses, including, but not limited to, environmental restoration, fish and wildlife, groundwater recharge, municipal, domestic, industrial, agricultural, power generation, and recreation. Identify any associated water quality, and associated treatment requirements.
2. Description of the water market available to utilize reclaimed or desalinated water, including:
   a. Identification of existing and potential users, expected use, peak use, on-site conversion costs if necessary, desire to use reclaimed, recycled or desalinated water, including letters of intent if available.
   b. Description of any consultation with potential reclaimed, recycled or desalinated water customers. Letters of intent must be included, if applicable.
   c. Description of the market assessment procedures used.
3. Discussion of considerations (for example: physical, converting systems for reused water, or public acceptance) which will prevent implementing a water reclamation, recycling or desalination project. Identify methods or community incentives to stimulate reclaimed, recycled or desalinated water demand, and methods to eliminate obstacles which will inhibit the use of reclaimed, recycled or desalinated water, including pricing.
4. Identification of all the water and wastewater agencies that have jurisdiction in the potential service area or over the sources of reclaimed, recycled or desalinated water.

FNI TB
OWNER_____

5. Description of potential sources of water to be reclaimed, recycled or desalinated, including impaired surface and ground waters.
6. Description and location of the source water facilities, including capacities, existing flows, treatment processes, design criteria, plans for future facilities, and quantities of impaired water available to meet new reclaimed, recycled and desalinated water demands.
7. Description of any current water reclamation, recycling or desalination taking place in the study area, including a list of reclaimed water uses, type and amount of reuse, and a map of existing pipelines and use sites.
8. Description of current and projected wastewaters and disposal options other than the proposed water reclamation, recycling or desalination project, and plans for new wastewater facilities, including projected costs, if any.
9. Summary of any water reclamation, recycling and desalination technology currently in use in the study area, and opportunities for development of improved technologies.

D. Description of Alternatives

1. Description of the non-Federal funding condition. The reasonably foreseeable future actions that the non-Federal project sponsor would take if Federal funding were not provided for the proposed water reclamation, recycling or desalination project, including estimated costs.
2. Statement of the specific objectives all alternatives, including the water reclamation, recycling or desalination project, are designed to address.
3. Description of the proposed water reclamation, recycling or desalination project including detailed project cost estimate; annual operation, maintenance, and replacement cost estimate; and life cycle costs shall be provided with sufficient detail to permit a more in-depth evaluation of the project, including non-construction costs. In this regard, the cost estimates shall clearly identify expenditures for major structures and facilities, as well as other types of construction and non-construction expenses and shall be based on calculated quantities and unit prices.
4. The estimated costs shall also be presented in terms of dollars per million gallons (MG), and/or dollars per acre-foot of capacity, to facilitate comparison of alternatives described in Paragraph E below. References, design data, and assumptions must be identified. The level of detail shall be as required for feasibility studies in RM D&S, Cost Estimating (FAC 09-01).
5. Description of waste-stream discharge treatment and disposal water quality requirements, if applicable, for the proposed water reclamation, recycling or desalination project.

E. Description of one or more alternative technologies that could be used in the proposed water reclamation, recycling or desalination project under consideration. Where a project only consists of reclaimed, recycled or desalinated water distribution, alternative plans

FNI TB
OWNER_____

for distribution or implementation will be provided. These alternatives must be approvable by the state(s) or tribal authorities in which the project will be located.

F. Economic Analysis

A water reclamation, recycling or desalination feasibility study report must include an economic analysis of the proposed water reclamation, recycling or desalination project relative to other water supply alternatives that could be implemented by non-Federal project sponsors in lieu of a water reclamation, recycling or desalination project. This assessment needs to identify the degree to which the water reclamation, recycling or desalination project alternative is cost-effective, and the economic benefits that are to be realized after implementation. The study lead must submit the following information for the economic analysis in a water reclamation, recycling or desalination feasibility study report:

1. The economic analysis included in the feasibility study report shall describe the conditions that exist in the area and provide projections of the future with and without the project. Emphasis in the analysis must be given to the contributions that the plan could make toward alleviation of economic problems and the meeting of future water demand.

2. A cost comparison of alternatives that would satisfy the same demand as the proposed water reclamation, recycling or desalination project. Alternatives used for comparison must be likely and realistic, and developed with the same standards with respect to interest rates and period of analysis.

3. Description of other water supply alternatives considered to accomplish the objectives to be addressed by the proposed water reclamation, recycling or desalination project, including benefits to be gained by each alternative, total project cost, life cycle cost, and corresponding cost of the project water produced expressed in dollars per MG, and/or dollars per acre-foot. An appraisal level cost estimates, or better, is acceptable for these alternatives.

4. When a water reclamation, recycling or desalination project provides water supplies for municipal and industrial use, the benefits of the project can be measured in terms of the cost of the alternative most likely to be implemented in the absence of the project. This is assuming the two alternatives would provide comparable levels of service. This comparison must be provided, if applicable.

5. Some water reclamation, recycling or desalination project benefits will be difficult to quantify; for example, a drought tolerant water supply, reduced water importation, and other social or environmental benefits. These benefits shall be documented and described qualitatively as completely as possible. These qualitative benefits can be considered as part of the justification for a water reclamation, recycling or desalination project in conjunction with the comparison of project costs described above.

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G. Selection of the Proposed Water Reclamation, Recycling or Desalination Project

1. Provide a justification of why the proposed water reclamation, recycling or desalination project is the selected alternative in terms of meeting objectives, demands, needs, cost effectiveness, and other criteria important to the decision.

2. Provide an analysis and, if applicable, an affirmative statement of whether the proposed water reclamation, recycling or desalination project would address the following:

   a. reduction, postponement, or elimination of development of new or expanded water supplies;

   b. reduction or elimination of the use of existing diversions from natural watercourses, or withdrawals from aquifers;

   c. reduction of demand on existing Federal water supply facilities; and

   d. reduction, postponement, or elimination of new or expanded wastewater facilities.

H. Environmental Consideration and Potential Effects

The review of a water reclamation, recycling or desalination feasibility study report does not require National Environmental Policy Act (NEPA) compliance. The Department of the Interior categorical exclusion 1.11 "Activities which are educational, informational, advisory, or consultative to other agencies, public and private entities, visitors, individuals or the general public" applies to Reclamation's consultative review, and preparation of the water reclamation, recycling or desalination feasibility study reports. As stated in Paragraph 1. Scope, Reclamation is not making a recommendation to go forward with the proposed water reclamation, recycling or desalination project, nor is Reclamation using the water reclamation, recycling or desalination feasibility study report to propose an action to the Congress.

1. The water reclamation, recycling or desalination feasibility study report must include sufficient information on the proposed water recycling or desalination project to allow Reclamation to assess the potential measures and costs that will be necessary to comply with NEPA, and any other applicable Federal law. Accordingly, the following information is required:

   a. Discussion whether, and to what extent, the proposed water reclamation, recycling or desalination project will have potentially significant impacts on endangered or threatened species, public health or safety, natural resources, regulated waters of the United States, or cultural resources.

   b. Discussion whether, and to what extent, the project will have potentially significant environmental effects, or will involve unique or undefined environmental risks.

   c. Description of the status of required Federal, state, tribal, and/or local environmental compliance measures for the proposed water reclamation,

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recycling or desalination project, including copies of any documents that have been prepared, or results of any relevant studies.

d. Any other information available to the study lead that would assist with assessing the measures that will be necessary to comply with NEPA, and other applicable Federal, state or local environmental laws such as the Endangered Species Act or the Clean Water Act.

e. Discussion of how the proposed water reclamation, recycling or desalination project will affect water supply and water quality from the perspective of a regional, watershed, aquifer, or river basin condition.

f. Discussion of the extent to which the public was involved in the feasibility study, and a summary of comments received, if any.

g. Description of the potential effects the project will have on historic properties. Discussion must include potential mitigation measures, the potential for adaptive reuse of facilities, an analysis of historic preservation costs, and the potential for heritage education, if necessary.

h. If, at a later date, Reclamation provides funds for construction, all appropriate NEPA and other environmental and cultural compliance must be completed prior to any ground disturbing activities beginning in order for the project to be eligible.

I. Legal and Institutional Requirements.

The water reclamation, recycling or desalination feasibility study shall identify any legal or institutional requirements, or barriers to implementing the proposed project.

1. Analysis of any water rights issues potentially resulting from implementation of the proposed water reclamation, recycling desalination project. All proposed water reclamation, recycling or desalination projects must comply with state water law.

2. Discussion of legal and institutional requirements (e.g., contractual water supply obligations, Indian trust responsibilities, water rights settlements, regional water quality control board requirements), state, and/or local requirements with the potential to affect implementation of the project. Water reclamation, recycling or desalination projects using Reclamation project water must address contractual requirements as described in RM D&S, Reuse of Bureau of Reclamation Project Water (PEC 05-09).

3. Discussion of the need for multi-jurisdictional or interagency agreements, any coordination undertaken, and any planned coordination activities.

4. Discussion of permitting procedures required for the implementation of water reclamation, recycling or desalination projects in the study area, and any measures that the non-Federal project sponsor can implement that could speed the permitting process.

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5. Discussion of any unresolved issues associated with implementing the proposed water reclamation, recycling or desalination project, how and when such issues will be resolved, and how the project would be affected if such issues are not resolved.
6. Identification of current and projected wastewater discharge requirements resulting from the proposed water reclamation, recycling or desalination project (e.g., brine disposal).
7. Description of rights to wastewater discharges resulting from implementation of the proposed water reclamation, recycling or desalination project.

J. Financial Capability of Sponsor.

At the water reclamation, recycling or desalination feasibility study stage, Reclamation must request enough information to determine that the non-Federal project sponsor is likely to demonstrate financial capability if the project moves to construction. Reclamation will request more detailed information to make a determination that the non-Federal project sponsor is financially capable of funding the non-Federal share of the project's costs before a funding agreement covering construction can be executed. Accordingly, the following information is required to be included in the water reclamation, recycling or desalination feasibility study report.

1. Proposed schedule for project implementation.
2. Discussion of the willingness of the non-Federal project sponsor to pay for its share of capital costs and the full operation, maintenance, and replacement costs.
3. A plan for funding the proposed water reclamation, recycling or desalination project's construction, operation, maintenance, and replacement costs, including an analysis of how the non-Federal project sponsor will pay construction and annual operation, maintenance, and replacement costs.
4. Description of all Federal and non-Federal sources of funding and any restrictions on such sources, for example, minimum or maximum cost-share limitations. Generally, for water reclamation, recycling or desalination projects, the Federal cost share is limited to 25 percent, or $30,000,000, whichever is less.

K. Research Needs.

At a minimum, the report must include a statement on whether the proposed water reclamation, recycling or desalination project includes basic research needs, and the extent the proposed project will use proven technologies and conventional system components. The following information is required only if further research is necessary to implement the proposed water reclamation, recycling or desalination project:

1. description of research needs associated with the proposed water reclamation, recycling or desalination project, including the objectives to be accomplished through research;
2. description of the basis for Reclamation participation in the identified research;

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3. identification of the parties who will administer and conduct necessary research; and
4. identification of the timeframe necessary for completion of necessary research.

3. MEETINGS AND SITE VISITS:

A. Conduct one (1) meeting via teleconference with the City staff to review the EFR.

4. DELIVERABLES:

FNI will prepare and deliver a draft EFR and final EFR.

A. One (1) electronic copy in .pdf of the draft memo to the City.

B. One (1) 8.5 x 11 hard copy and one (1) electronic copy in .pdf format of the final memo to the City.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

A. Design, Bid and Construction Phase Services.

B. Platting or land entitlements.

C. Providing shop, mill, field or laboratory inspection of materials and equipment.

D. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

E. Additional field investigations or analysis required to respond to public or regulatory agency comments, including additional data requests, schematics or drawings for project features outside of the scope of services listed in Article I.

F. Expert representation at legal proceedings or at contested hearings.

G. Monitoring compliance with permit conditions.

H. Attendance at or assisting with additional public meetings.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

Milestone/Deliverable	Calendar Days / Deadline
Draft Title XVI WaterSmart Feasibility Report	90 Calendar Days from NTP
Final Title XVI WaterSmart Feasibility Report	30 Calendar Days from Receipt of Comments on Draft Report

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If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT.

ARTICLE IV

RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.

B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.

D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

E. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

F. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.

G. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Ruben Rosales, 801 E. Sam Houston Blvd., Pharr, TX 78577; Phone: (956) 402-4300; Email: ruben.rosales@pharr-tx.gov

Owner's Accounting Representative – Diana Martinez; 801 E. Sam Houston Blvd., Pharr, TX 78577; Phone: (956) 402-4300; Email: diana.martinez@pharr-tx.gov

FNI's Designated Representative – Juan Bujanos, P.E., 222 N. Expressway 77, Suite 106, Brownsville, Texas 78521; Phone: (956) 454-6740; Email: juan.bujanos@freese.com

FNI's Accounting Representative – Marissa Mendoza, 10431 Morado Circle, Suite 300, Austin, Texas 78759; Phone: (512) 381-1837; Email: marissa.mendoza@freese.com

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TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term City as used herein refers to the City of Pharr, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.

2. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Work required by the Agreement by altering, adding to and/or deducting from the Work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.

3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.

5. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by City and City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.

6. **INSURANCE:** FNI shall provide to City certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability		**Workers' Compensation**	
General Aggregate	$2,000,000	Per State Statute	
Automobile Liability (Any Auto)		**Professional Liability**	
CSL	$1,000,000	$3,000,000 Annual Aggregate	

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the City upon payment of FNI's fees for services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI will be at City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the

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Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.

11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect City against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If City designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.

12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to City and in acceptance of the services as satisfactory by the City. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

    If City fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to City, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.

14. **SUCCESSORS AND ASSIGNMENTS:** City and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of City and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

    Neither City nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.C.
DATE SUBMITTED: July 15, 2022
MEETING DATE: July 19, 2022

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, on professional services proposal from Freese Nicholes Eningeers to expand the current City of Pharr Certificate of Convenience and Necessity (CCN).

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

Issue: There is non-claimed CCN adjacent to the City of Pharr. The City wants to claim it

Fiscal Consideration: 25,205

Staff Recommendation: approval, with recommended changes from city atty

Alternatives: deny and not claim the ccn

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

ROUTING:

Ed Wylie	Created/Initiated - 7/15/2022
Karla Saavedra	Approved - 7/15/2022
Patricia Rigney	Approved - 7/15/2022
City Management Office	Final Approval - 7/15/2022

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

May 31, 2022

Ruben Rosales
City of Pharr
801 E. Sam Houston Boulevard
Pharr, Texas 78577

Dear Mr. Rosales,

Freese and Nichols, Inc. is pleased to submit this proposal to provide professional services to the City of Pharr for the Sewer CCN Extension.

We appreciate this opportunity to present this proposal. If additional information is desired, please do not hesitate to contact us.

Yours very truly,
FREESE AND NICHOLS, INC.

Juan Bujanos, P.E.
Account Director

CCN

L:\Client\OLCR\C\City of Pharr\Sewer CCN Amendment\Pharr CCN Asst Cover Lttr.docx

Rev. 4/19

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Pharr, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Sewer CCN Assistance.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of Twenty-Five Thousand, Two Hundred Five Dollars, $25,205.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

By: _____

Stephanie Neises, Principal

Print Name and Title

Date: 5/31/22

City of Pharr

By: _____

_____

Print Name and Title

Date: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

This project is the modification of the existing Certificate of Convenience and Necessity (CCN) boundaries for the City of Pharr. The City wishes to have the ability to serve all existing and proposed customers in its city limits as well as extra-territorial jurisdiction (ETJ) boundaries. The components of the project are to develop the boundary modification application and mapping, and to submit to the Public Utility Commission of Texas for approval. Freese and Nichols Inc. (FNI) will also assist with public notification requirements of the PUC for the boundary modifications.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

CCN Amendment Application Preparation

1. Data Collection: FNI will submit a data request summarizing the data needs for the CCN amendment application. Data items may include but are not limited to financial information, inspection reports, sewer facility information, and requests for sewer service.

2. Prepare Mapping Required for the CCN Amendment Application: FNI will prepare digital mapping in accordance with Public Utility Commission Geographic Information System (GIS) standards. The following maps are needed for the CCN application:
- General location map
- Map showing the proposed service area
- Map showing all sewer facilities for treatment, conveyance, and pumping
- Map showing any facilities, customers, or area currently being served outside the existing CCN
- Map showing any requests for sewer service outside the existing CCN

3. Prepare CCN Amendment Application: FNI will prepare the Public Utility Commission's (PUC) "Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity (CCN)" for the desired amended area. FNI will compile all information and provide the City with five hard copies and the digital files to be submitted to the PUC. The City will be responsible for the actual submittal to the PUC and any filing fees.

4. Meet with City to Review Application: FNI will submit the application to the City for review and attend a meeting to discuss comments and next steps in the application process.

5. Assist with Notification Requirements: FNI will identify entities and landowners needing notification of the CCN amendment. FNI will prepare the notification language and provide the City with instructions for executing the notification requirements. City will be responsible for mailing individual notifications and publishing public notification.

6. Provide Mapping for County Submittal: FNI will provide the mapping files of the updated CCN boundary to be submitted to the County. Water CCN boundaries are supposed to be kept on file with the county.

C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.

D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

G. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.

H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

I. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

J. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.

K. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Ruben Rosales
801 E. Sam Houston Blvd.
Pharr, TX 78577
Phone: (956) 402-4300
Email: ruben.rosales@pharr-tx.gov

Client's Accounting Representative – Diana Martinez
801 E. Sam Houston Blvd.
Pharr, TX 78577
Phone: (956) 402-4300
Email: diana.martinez@pharr-tx.gov

FNI's Designated Representative – Matthew Schorsch
9601 McAllister Freeway, Suite 1008
San Antonio, TX 78216
Matthew.schorsch@freese.com

FNI's Accounting Representative – Misty Ballard
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
Misty.ballard@freese.com

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the City of Pharr. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.

2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.

3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.

5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.

6. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability		**Workers' Compensation**
General Aggregate	$2,000,000	As required by Statute
Automobile Liability (Any Auto)		**Professional Liability**
CSL	$1,000,000	$3,000,000 Annual Aggregate

7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from

FNI _____
CLIENT _____

the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.

11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If Client designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.

12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.

13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CLIENT and in acceptance of the Services as satisfactory by the Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

    If Client fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

15. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

    Neither Client nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

FNI SN
CLIENT _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.D.
DATE SUBMITTED: July 15, 2022
MEETING DATE: July 19, 2022

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, on professional service agreement with Freese Nichols Engineers to conduct a Groundwater Supply Engineering Feasibility Study for approximately 240 acres.

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

Issue: Ground Water and Reclamation Water

Fiscal Consideration: 132,000

Staff Recommendation: approval, witch changes receommended by city atty

Alternatives: deny

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

ROUTING:

Ed Wylie	Created/Initiated - 7/15/2022
Karla Saavedra	Approved - 7/15/2022
Patricia Rigney	Approved - 7/15/2022
City Management Office	Final Approval - 7/15/2022

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

800 N. Shoreline Boulevard, Suite 1600N □ Corpus Christi, Texas 78401 □ 361-561-6500 www.freese.com

May 31, 2022

Ruben Rosales
City of Pharr
801 E. Sam Houston Boulevard
Pharr, Texas 78577

Dear Mr. Rosales,

Freese and Nichols, Inc. is pleased to submit this proposal to provide professional services to the City of Pharr for the Groundwater Supply Engineering Feasibility Report.

We appreciate this opportunity to present this proposal. If additional information is desired, please do not hesitate to contact us.

Yours very truly,
FREESE AND NICHOLS, INC.

Juan Bujanos, P.E.
Account Director

Rev. 4/19

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Pharr, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as City of Pharr Groundwater Supply Engineering Feasibility Report.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of One Hundred Thirty-one Thousand Five Hundred Fifty-one Dollars, $131,551.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.	**City of Pharr, Texas**
By: _____	By: _____
David T. Bennett, P.E., Principal Print Name and Title	_____ Print Name and Title
Date: 05-31-2022	Date: _____
ATTEST: _____	ATTEST: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

PROJECT DESCRIPTION

The City of Pharr (City, Owner) acquired a 240-acre tract of land, located on the southside of the IBWC floodway levee and border fence, with three existing on-site irrigation wells. The City is consulting with Freese and Nichols, Inc. (FNI) to provide a feasibility engineering report for the following alternatives:

1. Rehabilitate existing wells to route raw water to City reservoir.
2. Develop a new well site near existing City reservoir.
3. Develop a new treatment facility near existing wells to supply the southern distribution system.

ASSUMPTIONS:

1. All preliminary costs prepared under this scope will be developed to a feasibility assessment level for major project components to be used only for planning purposes.
2. Field survey, geotechnical investigation, and environmental investigation services will not be included in this scope of work.

BASIC SERVICES: FNI will render the following professional services in connection with the Project:

1. PROJECT MANAGEMENT

A. Manage integration, scope, time, costs, quality, staff resources, communications, and procurements for the duration of the project.

B. Prepare monthly invoices, monthly status reports and monthly schedule updates.

C. Develop and implement a Quality Assurance / Quality Control plan for the work.

2. ENGINEERING FEASIBILITY REPORT

FNI will provide an engineering feasibility report to assess the condition and proposed improvements for the existing wells and identify planning components to pump raw water to the City reservoir.

A. Conduct the Project Kickoff Meeting with the City to review the scope of services, and project schedule and to confirm the City's objectives in conjunction with the study.

B. Existing Well Site and Pipeline Evaluation

1. FNI will conduct one (1) site visit to the well sites with City staff to evaluate existing conditions and identify rehabilitation and improvement recommendations.
2. Collect and review available well records on the three existing wells, nearby wells and any other relevant information in the vicinity of that property and the WTP site. The records and data collected will include, but not be limited to, driller's logs and reports, water-level measurements, pumping tests, laboratory reports, water quality, and

FNI TB

OWNER_____

available geophysical logs for existing water wells and selected oil or gas well(s) or test hole(s) in the subject area. The files of the Texas Water Development Board, University of Texas (UT) Bureau of Economic Geology and other publically available information will be collected and utilized.

3. Conduct a well assessment of each well for potential conversion to public water supply.
   i. Where possible assess the adequacy and condition of the wells, casing, and pumps.
   ii. If needed, make recommendation for potential of a down-hole video being run inside the three wells.
   iii. Make recommendations on performance testing, sampling, lab testing needed for the assessments.
   iv. Review the water quality and well capacity/adequacy.
   v. Make recommendations for upgrades and associated costs.
   vi. Identify any permitting required.
4. Evaluate up to two (2) schematic-level alignment alternatives and identify the preliminary alignment for the raw water transmission pipeline to connect to the City's raw water reservoir. Consider factors including cost, impact on businesses and residents, utility conflicts, environmental impacts, and proximity to future thoroughfares, projects, or developments.
5. Obtain record information on existing utilities (water lines, wastewater lines, storm drainage, irrigation, electric, gas, etc.) along proposed water transmission alignment. Obtain other applicable data including floodplain, zoning, GIS data, aerial photography, and topographic data.
6. Prepare an overall aerial map illustrating the raw water pipeline alignment corridor based on the latest information and electronic files available or provided by the City.

C. New Well Site and Pipeline Evaluation

1. FNI will coordinate with the City to determine feasible well site options.
2. Evaluate feasibility of constructing a new well in the near vicinity of the City's WTP including hydrogeologic and associated permitting and costs required.
3. Evaluate up to two (2) schematic-level alignment alternatives and identify the preliminary alignment for the raw water transmission pipeline to connect to the City's raw water reservoir. Consider factors including cost, impact on businesses and residents, utility conflicts, environmental impacts, and proximity to future thoroughfares, projects, or developments.
4. Obtain record information on existing utilities (water lines, wastewater lines, storm drainage, irrigation, electric, gas, etc.) near the proposed well site and along the

FNI TB
OWNER_____

proposed raw water pipeline alignment. Obtain other applicable data including floodplain, zoning, GIS data, aerial photography, and topographic data.

5. Prepare an overall aerial map illustrating the raw water pipeline alignment corridor based on the latest information and electronic files available or provided by the City.

D. New Treatment Facility

1. Conduct one (1) site visit to the existing well sites and the potential treatment plant sites. Record site information including photographs of the potential sites, and identify possible construction constraints or design issues related to the sites.
2. Obtain record information on existing utilities (water lines, wastewater lines, storm drainage, irrigation, electric, gas, etc.) near the existing well site, proposed plant site, and the proposed water pipeline alignment to the southern area of the City. Obtain other applicable data including floodplain, zoning, GIS data, aerial photography, and topographic data.
3. Review and document the raw water quality data and capacity evaluation for the existing wells.
4. Evaluate up to two (2) site alternatives for the proposed plant and up to two (2) treatment method alternatives for the proposed treatment facility. Consider factors including property owners, water quality data, target water quality goals, capital and O&M costs, and impact on the project schedule.
5. Identify the treated water delivery point to integrate into the Southern Distribution System.
6. Evaluate up to two (2) schematic-level alignment alternatives and identify the preliminary alignment for the treated water transmission pipeline to connect to the City's southern distribution system. Consider factors including cost, impact on businesses and residents, utility conflicts, and proximity to future thoroughfares, projects, or developments.
7. Prepare an overall aerial map and property map illustrating the plant site and the existing property lines along the treated water pipeline alignment corridor based on the latest information and electronic files available or provided by the City.
8. Conduct a meeting with the City to review and finalize the alternatives for plant site, treatment method and the treated water pipeline alignment before developing the evaluating the alternatives to a more detailed level.

E. Hydraulic Analysis

1. Perform a preliminary hydraulic analysis on the three water supply alternatives to identify recommended infrastructure. Pipeline sizing and approximate head conditions for the pumping facilities will be determined.
2. Prepare mapping to illustrate proposed system improvements.

F. Preparation of Draft Engineering Feasibility Report.

FNI TDB
OWNER_____

FNI will develop an Engineering Feasibility Report (EFR) including the results of the existing well assessment, recommended improvements, and planning level OPCC for each alternative.

1. Conduct a Draft Review Workshop with the City to review and finalize the three alternatives.
2. Address the City's review comments and submit the Final EFR and OPCC.

G. Preparation of Draft Opinion of Probable Construction Cost.

FNI will prepare an Opinion of Probable Construction Costs (OPCC) for the three alternatives. OPCC will be developed to a Class 5 estimate to assess the feasibility of the improvements based on cost estimate levels defined by the American Association of Cost Engineers (AACE).

3. MEETINGS AND SITE VISITS:

A. Conduct one (1) meeting via teleconference with the City staff to review the EFR.

4. DELIVERABLES:

FNI will prepare and deliver a draft EFR and final EFR.

A. One (1) electronic copy in .pdf of the draft memo to the City.

B. One (1) 8.5 x 11 hard copy and one (1) electronic copy in .pdf format of the final memo to the City.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

A. Design, Bid and Construction Phase Services.

B. Platting or land entitlements.

C. Providing shop, mill, field or laboratory inspection of materials and equipment.

D. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

E. Additional field investigations or analysis required to respond to public or regulatory agency comments, including additional data requests, schematics or drawings for project features outside of the scope of services listed in Article I.

F. Expert representation at legal proceedings or at contested hearings.

G. Monitoring compliance with permit conditions.

H. Attendance at or assisting with additional public meetings.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

FNI TB
OWNER_____

Milestone/Deliverable	Calendar Days / Deadline
Draft Engineering Feasibility Report	90 Calendar Days from NTP
Final Engineering Feasibility Report	30 Calendar Days from Receipt of Comments on Draft Report

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT.

ARTICLE IV

RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.

B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.

D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

E. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

F. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.

G. Bear all costs incident to compliance with the requirements of this Article V.

FNI TDB
OWNER_____

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Ruben Rosales, 801 E. Sam Houston Blvd., Pharr, TX 78577; Phone: (956) 402-4300; Email: ruben.rosales@pharr-tx.gov

Owner's Accounting Representative – Diana Martinez; 801 E. Sam Houston Blvd., Pharr, TX 78577; Phone: (956) 402-4300; Email: diana.martinez@pharr-tx.gov

FNI's Designated Representative – Fred Resendez, P.E., 222 N. Expressway 77, Suite 106, Brownsville, Texas 78521; Phone: (956) 873-1203; Email: fred.resendez@freese.com

FNI's Accounting Representative – Marissa Mendoza, 10431 Morado Circle, Suite 300, Austin, Texas 78759; Phone: (512) 381-1837; Email: marissa.mendoza@freese.com

FNI TB
OWNER_____

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term City as used herein refers to the City of Pharr, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.

2. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.

3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.

5. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by City and City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.

6. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

Commercial General Liability		**Workers' Compensation**	
General Aggregate	$2,000,000	As required by Statute	
Automobile Liability (Any Auto)		**Professional Liability**	
CSL	$1,000,000	$3,000,000 Annual Aggregate	

7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal

FNI TB
CITY _____

activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.

11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If City designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.

12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.

13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CITY and in acceptance of the Services as satisfactory by the City. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

    If City fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

15. **SUCCESSORS AND ASSIGNMENTS:** City and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of City and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

    Neither City nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

FNI TB
CITY _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.E.
DATE SUBMITTED: July 15, 2022
MEETING DATE: July 19, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and amend contract with City of Pharr's construction management firm for oversight and inspection of the Mexican portion of the Twin Bridge Expansion Project as requested by the Pharr International Bridge Board.

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

Issue: mexican cosult

Fiscal Consideration: 581k

Staff Recommendation: unknown till after negotiations

Alternatives: deny

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

ROUTING:

Hilda Pedraza	Created/Initiated - 7/15/2022
Karla Saavedra	New -
Patricia Rigney	
City Management Office	

CAXCAN S.A. de C.V.
INGENIEROS CIVILES

SCOPE OF SERVICES

Mexico City. May, 2022.

Brownstone Consultants, LLC
Pharr, Texas 78577

In relation to the works of Bridge Expansion of Pharr Bridge, I show below our proposal for the continuation of the works in a fifth phase:

Period of execution of the works:

June 2022 to November 2023.

Tasks:

1. Technical support to the contractor in charge of the construction of the bridge on the Mexican side.
2. Follow up, monitoring of the project, permits and authorizations with the different agencies on the Mexican side.
3. Adjustments to the project, due to requirements or changes in the work site.
4. Monthly reports of the works advance in the Mexico side of the Bridge.
5. Monthly reports of the works advance in the access highway.
6. Photographic report.

Fee:
The cost of the services shown above is $450,000.00 dollars.

Payment method:
A monthly amount of $25,000.00 dollars will be paid for 18 months.

Kindest Regards.

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Ing. Jesus Javier Montero Casillas
DIRECTOR OPERATIVO.

CAXCAN S.A. de C.V.
INGENIEROS CIVILES

PESTALOZZI 117 COL.NARVARTE CP 03020
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EMAIL caxcan@prodigy.net.mx

WORK SCHEDULE

Brownstone Consultants, LLC

PHARR - REYNOSA INTERNATIONAL BRIDGE

FIELD STUDIES AND CONCEPTUAL PLAN FOR
"Second Span of the Pharr –Reynosa Internacional Bridge "
PHASE 5

APRIL 2022

No	TASK	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL COST
1	TECHNICAL SUPPORT																			$0.00
2	FOLLOW UP, MONITORING																			$0.00
3	ADJUSTMENTS TO PROJECT																			$0.00
4	MONTHLY REPORTS BRIDGE																			$0.00
5	MONTHLY REPORTS ROAD																			$0.00
6	PHOTOGRAPHIC REPORT																			$0.00
	TOTAL MONTHLY PAYMENTS.	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	**$450,000.00**
	ACCUMULATED AMOUNT	25,000.00	50,000.00	75,000.00	100,000.00	125,000.00	150,000.00	175,000.00	200,000.00	225,000.00	250,000.00	275,000.00	300,000.00	325,000.00	350,000.00	375,000.00	400,000.00	425,000.00	450,000.00	

All the quantities shown above are in United States Dollars (USD)

ING. J. JAVIER MONTERO
OPERATIVE DIRECTOR CAXCAN S.A. DE C.V.