TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, OCTOBER 3, 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 October 5, 2022 as World Teachers' Day.

B) Proclamation proclaiming October 9-15, 2022 as Fire Prevention Week.

C) Proclamation proclaiming October 2022 as Domestic Violence Awareness and Prevention Month.

D) Proclamation proclaiming October 2022 as National Breast Cancer Awareness Month.

E) Proclamation proclaiming October 2022 as National Cybersecurity Awareness Month.

F) Proclamation proclaiming October 2022 as Community Planning Month.

G) Proclamation proclaiming October 2022 as The Start of the Produce Season Month.

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

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

A) Public hearing on development services cases.

B) **Public Hearing**: Solicitation of comments from the general public on the voluntary annexation of 13.12 acres of land, more or less, out of lot 249, Kelly Pharr Subdivision, generally located on the south side of West Javelina Drive, approximately 0.40 miles east of South Jackson Road, Extraterritorial Jurisdiction of the City of Pharr, Texas. (DEVELOPMENT SERVICES)

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

A) City Events of Interest.

B) City Engineer's Report

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 September 19, 2022 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Transparency.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2021-27 EMS Fee Schedule *(3rd and Final Reading).* **This item supports SG - Sound Governance and Fiscal Transparency.** (EMERGENCY MEDICAL SERVICES)

C) Consideration and action, if any, on Ordinance adopting Grants Management Policies and Procedures Manual *(3rd and Final Reading).* **This item supports SG - Sound Governance and Fiscal Transparency.** (GMCD)

D) Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-36 Fee Schedule for building permits, plan review and land use development *(2nd Reading).* **This item supports SG - Sound Governance and Fiscal Transparency.** (BUILDING AND CODE COMPLIANCE)

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

1. Marco Antonio Alvarado has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being Lot 47, Block 1, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 6617 South Saint Marie Drive. COZ#220846 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Jorge A. Espino, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single Family Residential District (R-1). The property is legally described as being 0.684 acres, more or less, out of Lot 191, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 904 E. Sam Houston Avenue. COZ#220847 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

F) PLATS:

1. Perez Consulting Engineers, representing Carlos Canales Melhem, owner of Pharr Bridge Investment, LP., is requesting preliminary plat approval of the proposed Master Plan of Pharr Bridge Business Park Phases 4 and 5 Subdivision. The property is legally described as being 20.58 acres of land and also being a part or portion of Lot 377, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 9800 Block of West Hi-Line Road. SUB#220826 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance regarding Water Conservation and Drought Contingency Plan Stage 2 *(1st Reading).* **This item supports QL - Quality of Life.** (PUBLIC UTILITIES)

B) Consideration and action, if any, on Ordinance amending the Code of Ordinances Article V, Section 2-249 vital statistics records fees *(1st Reading)*. **This item supports SG - Sound Governance and Fiscal Transparency.** (ADMINISTRATION)

C) Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 13.12 acres of land, more or less, out of lot 249, Kelly Pharr Subdivision, generally located on the south side of West Javelina Drive, approximately 0.40 miles east of South Jackson Road, Extraterritorial Jurisdiction of the City of Pharr, Texas. (1st Reading) **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

8. ADMINISTRATIVE:

A) Consideration and action, if any, on offer letter from the Hidalgo County Drainage District Number 1 for a 0.151 acre drainage easement for the Jackson Road Drain Project. **This item supports IF - Infrastructure.** (ENGINEERING)

B) Consideration and action, if any, on letter of commitment to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) in support of their application for the Federal Highway Administration's (FHWA) Reconnecting Communities Pilot Program for the Business 83 corridor Study. **This item supports IF - Infrastructure**. (ENGINEERING)

C) Consideration and action, if any, on selection of top ranked firms to establish a pool for Construction Material Testing and Geotechnical Engineering Services. **This item supports IF - Infrastructure**. (ENGINEERING)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to extend Service Contract with Pavement Markings, Inc. out of Donna, TX for the Installation of Thermoplastic Pavement Markings for Public Works. **This item supports IF - Infrastructure**. (PURCHASING)

B) Consideration and action, if any, authorizing City Manager to enter into a contract with 3HV Innovations, LLC out of Knoxville, TN for subscription services for TeamPharr.Net operations and workforce management software. **This item supports IF - Infrastructure**. (IT)

C) Consideration and action, if any, ratifying Agreement with Texas Department of Public Safety (DPS) for the Texas Gang Intelligence Index User. **This item supports SSC - Safe and Secure Community**. (POLICE)

D) Consideration and action, if any, ratifying Agreement with the National Wildlife Federation for the donation of native seed to be distributed at designated park areas throughout the City of Pharr. **This item supports QL - Quality of Life.** (PARKS)

E) Consideration and action, if any, ratifying Agreement between City of Pharr and Hidalgo County Emergency Services District No. 2 for EMS services.**This item supports QL - Quality of Life.** (ADMINISTRATION)

F) Consideration and action, if any, authorizing City Manager to enter into contract with Off Duty Management (ODM) for management, oversite, and assignment of Police Officers for off-duty employment with local vendors. **This item supports SSC - Safe and Secure Community**. (POLICE)

G) Consideration and action, if any, on Agreement with Pyro Shows of Texas for the Veteran's Day Fireworks Display to be held Saturday, November 5, 2022 and in the amount of $40,000.00.**This item supports QL - Quality of Life.** (FIRE)

H) Consideration and action, if any, authorizing City Manager to enter into a Service Agreement with Angel Track, a software-based Electronic Patient Care Report. **This item supports EV - Economic Vitality.** (EMERGENCY MEDICAL SERVICES)

I) Consideration and action, if any, on Amendment Number 1 in the amount of $99,620.00 to the Professional Engineering Services Agreement with GDJ Engineering, LLC, for the Development and Design of Moore Road from Jackson Road to Veterans Boulevard. **This item supports IF - Infrastructure.** (ENGINEERING)

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.perez@pharr-tx.gov for further information. Braille is not available.

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

WITNESS MY HAND AND SEAL, this 30th day of September 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**, City of Pharr's future strength depends on providing a high-quality education to all students; and*

***WHEREAS**, teacher quality matters more to student achievement than any other school-related factor; and*

***WHEREAS**, teachers spend countless hours preparing lesson plans and supporting students; and*

***WHEREAS**, our teachers have demonstrated great resilience, adaptability and creativity during the COVID-19 crisis; and*

***WHEREAS**, our community recognizes and supports its teachers in educating the children of this community; and*

***WHEREAS**, #TeachersCan is a statewide movement supported by more than 125 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas; and*

***WHEREAS**, City of Pharr encourages members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5 as a symbol of support for our educators.*

***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 October 5, 2022 as:*

"World Teacher's Day"

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of October 2022.*

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

Proclamation

WHEREAS, *the Pharr Fire Department is committed to ensuring the safety and security of all those working, living in and visiting City of Pharr; and*

WHEREAS, *fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and*

WHEREAS, *home fires killed more than 2,580 people in the United States in 2020, according to the National Fire Protection Association®, and fire departments in the United States responded to 356,500 home fires; and*

WHEREAS, *smoke alarms detect smoke well before people can, alerting them of danger when they may only have two minutes to escape safely from a fire, and working smoke alarms reduce the risk of dying in home fires; and*

WHEREAS, *Pharr residents need to be sure everyone in the home understands the sounds and signals of smoke alarms and knows how to respond; and*

WHEREAS, *Pharr residents will make sure their smoke and carbon monoxide alarms meet the needs of all their family members, including those with sensory or physical disabilities; and*

WHEREAS, *Pharr residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and*

WHEREAS, *Pharr first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and*

WHEREAS, *Pharr residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and*

WHEREAS, *the 2022 Fire Prevention Week theme ™, "Fire won't wait. Plan your escape." effectively serves to remind the citizens of Pharr it is important to have a home fire escape plan; and*

WHEREAS, *the City of Pharr urges all the people to plan and practice a home fire escape for Fire Prevention Week 2022 and to support the many public safety activities and efforts of the Pharr Fire Department.*

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 October 9th – 15th, 2022 as:*

"Fire Prevention Week"

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of October 2022.*

CITY OF PHARR

_____

Ambrosio Hernandez, Mayor

ATTEST:

_____

Hilda Pedraza, City Clerk

Proclamation

***WHEREAS**, the City of Pharr and the Pharr Police Department recognizes and participates in a public awareness campaign to support Domestic Violence Awareness Month; and*

***WHEREAS**, one in five women and one in nine men experience violence by an intimate partner and domestic violence can take the form of physical, emotional, sexual, psychological, and economic abuse; and*

***WHEREAS**, by providing our community with education about healthy relationships and by changing attitudes that support violence, we recognize that domestic violence can be prevented and the Pharr Police Department will work to provide prevention education on this terrible crime; and*

***WHEREAS**, it is vital to raise community and educational awareness and provide training for all, so that they may recognize when signs of domestic violence occur; and*

***WHEREAS**, everyone has the right to a safe and healthy relationship and to be free from abuse; and*

***WHEREAS**, City of Pharr urges all residents to work toward ending domestic violence by empowering people to develop healthier relationships, assisting victims in accessing information and supportive services they need, creating better and more resources for people in need, instituting effective educational tools in schools and engaging in discussions with family members and peers to promote awareness and prevention of the threat caused by domestic and family violence.*

***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 October 2022 as:*

"Domestic Violence Awareness and Prevention Month"

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of October 2022.*

CITY OF PHARR

_____

Ambrosio Hernandez, Mayor

ATTEST:

_____

Hilda Pedraza, City Clerk

Proclamation

WHEREAS, *one in eight women will be diagnosed with breast cancer in their lifetime; and*

WHEREAS, *according to the Centers of Disease and Prevention (CDC), breast cancer is the second most common cancer among women; and*

WHEREAS, *increasing the public's knowledge about the importance of early detection of breast cancer diagnosis and treatment can save lives; and*

WHEREAS, *Breast Cancer Awareness month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increasing education and regular screening; and*

WHEREAS, *Breast Cancer Awareness Month is a worldwide annual campaign in October, involving thousands of organizations, to highlight the importance of awareness, education, and research; and*

WHEREAS, *this October, as we display pink ribbons or wear pink clothing to raise awareness, we recognize breast cancer survivors, those currently battling the disease, friends, and families of diagnosed patients and applaud the efforts of our medical professionals and researchers working to find a cure.*

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 October 2022 as:*

"National Breast Cancer Awareness Month"

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of October 2022.*

ATTEST:

CITY OF PHARR

_____
Hilda Pedraza, City Clerk

_____
Ambrosio Hernandez, Mayor

Proclamation

***WHEREAS**, the City of Pharr recognizes that it has a vital role in identifying, protecting its citizens from, and responding to cyber threats that may have significant impact to our individual and collective security and privacy; and*

***WHEREAS**, this year's national campaign theme — "See Yourself in Cyber" — demonstrates that while cybersecurity may seem like a complex subject, ultimately, it's really all about people. This October will focus on the "people" part of cybersecurity, providing information and resources to help educate the public, and ensure all individuals and organizations make smart decisions whether on the job, at home or at school – now and in the future; and*

***WHEREAS**, maintaining the security of cyberspace is a shared responsibility in which each of us – elected officials, City staff and community members, has a critical role to play, and awareness of computer security essentials will improve the security of City of Pharr's information, infrastructure, and economy; and*

***WHEREAS**, the Federal Government of the United States of America, the U.S. Department of Homeland Security (https://www.dhs.gov/topics/cybersecurity), the Multi-State Information Sharing and Analysis Center (http://msisac.cisecurity.org), the National Association of State Chief Information Officers (www.nascio.org), and the National Cyber Security Alliance (www.staysafeonline.org) all recognize October as National Cyber Security Awareness Month; and all citizens are encouraged to visit these websites, along with the STOP. THINK. CONNECT.™ Campaign website (www.dhs.gov/stopthinkconnect or www.stopthinkconnect.org) to learn about cybersecurity to put that knowledge into practice in their homes, schools, workplaces, and businesses.*

***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 October 2022 as:*

"National Cyber Security Awareness Month"

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of October 2022.*

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

Proclamation

***WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, townships, rural areas, and other places; and*

***WHEREAS**, community planning and plans can help manage this change in a way that provides better choices for how people work and live and provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and*

***WHEREAS**, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and*

***WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and*

***WHEREAS**, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and*

***WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Pharr.*

***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 October 2022 as:*

"Community Planning Month"

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of October 2022.*

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

Proclamation

***WHEREAS**, the journey that fresh produce makes from the farm to the dinner table is a sacred one and this is exactly what the Pharr International Bridge is honoring; and*

***WHEREAS**, the Start of the Produce Season Celebration event was established in 2013, and it has grown to become the region's premier produce season kick-off; and*

***WHEREAS,** as the number one produce bridge in the nation for over five years, the Pharr International Bridge continues to break import records for fresh produce grown in Mexico; and*

***WHEREAS,** in 2021, Pharr crossed nearly 200,000 shipments of fresh produce, which equals to over 30 percent of the produce imports monthly, that is over 60% for the state and over 30% for the nation on a yearly basis; and*

***WHEREAS,** the Pharr International Bridge has become critical to the fresh produce industry nationwide with its ideal location allowing trucks leaving Pharr to deliver to any point in the United States within four days, and any point in Canada within five. These fewer miles lead to fresher produce, better truck rates, and the ability to streamline operations, especially for fresh produce buyers.*

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

"The Start of the Produce Season Month"

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of October 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: October 3, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.
DATE SUBMITTED: September 28, 2022
MEETING DATE: October 3, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Public Hearing: Solicitation of comments from the general public on the voluntary annexation of 13.12 acres of land, more or less, out of lot 249, Kelly Pharr Subdivision, generally located on the south side of West Javelina Drive, approximately 0.40 miles east of South Jackson Road, Extraterritorial Jurisdiction of the City of Pharr, Texas.

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

Issue: In accordance with Section 43.0673 of the Texas Local Government Code, the governing body must provide persons interested in the annexation the opportunity to be heard.

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends approval.

Alternatives: n/a

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

ROUTING:

Melissa Ramirez	Created/Initiated - 9/28/2022
Patricia Rigney	Approved - 9/29/2022
Kimberly Mendoza	Approved - 9/29/2022
City Management Office	Final Approval - 9/30/2022

City of Pharr
Notice of Public Hearing

The City of Pharr intends to extend the present corporate limits by annexing land within the City's Extra Territorial Jurisdiction. The Department of Development Services will hold a public hearing regarding the proposed annexation. Any and all persons interested are encouraged to attend the public hearing and review the Service Plan for the area and voice their opinion. Said public hearings are scheduled as follows:

1. Monday, October 03, 2022 at 4:00 p.m. at the Pharr City Commission Room located at 118 S. Cage Boulevard, 2nd floor, Pharr, Texas.

The property is legally described as follows:

All that certain area of land being 13.12 acres, more or less, out of Lot 249, Kelly Pharr Subdivision, generally located south of West Javelina Drive, approximately 0.40 miles east of South Javelina Drive, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.

I, certify that the above notice of public hearing was posted on the bulletin board at City Hall on this the 21st day of September 2022, at 8:00 a.m. and in the City of Pharr web site (www.pharr-tx.gov)

CITY OF PHARR
PHARR, TEXAS

Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED:
MEETING DATE: October 3, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.
DATE SUBMITTED: September 27, 2022
MEETING DATE: October 3, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: City Engineer's Report

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

Issue: Presented here is the City Engineer's Report for Capital Improvement Projects (CIPs) under construction in the month of October 2022.

Fiscal Consideration: N/A

Staff Recommendation: The report is attached and the City Engineer is available to answer any questions.

Alternatives: N/A

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

ROUTING:

Maria Rangel	Created/Initiated - 9/27/2022
Ruben Alfaro	Approved - 9/29/2022
City Management Office	Final Approval - 9/30/2022

1

Architect: The Warren Group Architects, Inc.
Contractor: Davila Construction, Inc.
CM: Brownstone Consultants, LLC
Notice to Proceed: Dec. 2, 2020
Contract Time: 273
Time to Date: 566 (207.33% stop time, June 21, 2022)
Contract Amount: $7,500,000.00
Change Orders: $0.00
Current Contract: $7,500,000.00
Placed to Date: $7,498,986.89 (99.99%)
Description: The project generally consists of a new 12,990 sq. ft. community center that will house a lecture hall and computer lab, a French garden with reflective pool and walking trail, and an amphitheater. The location is at 1121 E. Nolana Lp.
Status: Phase I has been accepted by CC at meeting on June 20, 2022. Substantial Completion for Phase II, except amphitheater, was granted June 21, 2022.
Next Step: Project close-out of Phase II is ongoing and is expected to be accepted by City Commission in October 2022.

07-26-2022

Northside Community Center (1/1)

Pharr Engineering

CONSTRUCTION

2

Engineer: TEDSI Infrastructure Group, Inc.
Contractor: International Consulting Engineers
CM: Brownstone Consultants, LLC
Notice to Proceed: Sept. 8, 2020
Contract Time: 545 + 26 + 30 + 112 + 223 (ETC April 02, 2023, *2nd BSIF Exit*)
Time to Date: 755 (80.66%)
Contract Amount: $7,463,934.37
Change Orders: $550,939.58
Current Contract: $8,014,873.96
Placed to Date: $7,262,823.90 (90.62%)
Description: The Northbound Lanes generally consists of constructing two (2) additional northbound lanes and super wide load north roadway. The 2nd BSIF Exit generally consists of constructing two (2) new exit truck lanes to the BSIF facility. Improvements also include primary and secondary inspection booths, canopies, and reshaping & regrading of a drain ditch.
Status: Change Orders #3 and #4 were approved at the Regular City Commission Meeting on August 15, 2022.
Next Step: The contractor is finishing the last few items and is working towards a revised completion date of **October 11, 2022**.

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

Pharr Engineering

CONSTRUCTION

3

Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)
Time to Date: 454 (378.33%)
Contract Amount: $1,494,704.00
Change Orders: $0.00
Current Contract: $1,494,704.00
Placed to Date: $1,100,896.00 (73.65%)
Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.
Status: Contractor has completed the perimeter fence.
Next Step: Contractor will continue to work within the footprint of the lift station.

09-01-2022

Lift Station No. 30 *(1/1)*

Pharr Engineering

CONSTRUCTION

4

Engineer: City of Pharr
Contractor: Castle Enterprises, LLC.
CM: City of Pharr
Notice to Proceed: June 06, 2022 (new)
Contract Time: 120 (ETC Oct. 04, 2023)
Time to Date: 119 (99.17%)
Contract Amount: $314,717.70
Change Orders: $0.00
Current Contract: $314,717.70
Placed to Date: $22,572.00 (7.17%)
Description: The improvements on N. Fir Ave. will extend the existing road from Alan Street to Frontage Road. The extension will create a direction connection from Frontage Road to Ferguson Avenue. Improvements include drainage and sidewalk.
Status: Contractor has removed the irrigation standpipe.
Next Step: Contractor will work on the water line.

N. Fir Ave. Paving Improvements *(1/1)*

Pharr Engineering

CONSTRUCTION

5

WE ARE TEAM PHARR

DEPARTMENT MISSION STATEMENT

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

Pharr Engineering

END

6

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: September 23, 2022
MEETING DATE: October 3, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Approval of Minutes for September 19, 2022 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Transparency.**

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

Issue: Minutes for meeting on Monday, September 19, 2022

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

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

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 9/23/2022
Final Approval - 9/30/2022

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, SEPTEMBER 19, 2022
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, September 19, 2022 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Anali Alanis, Interim City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Judge
Juan Gonzalez, Interim Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Srvcs. Director
Rodrigo Davila, Public Works Director
Melanie Cano, Director of O.S.E.
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, External Affairs Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Fred Brouwen, Asst. Bridge Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Marcela Beas, Chamber President
Yuri Gonzalez, Chief Comm. Officer
Sara Salinas, Asst. P.S. Comms. 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 Hernandez called the meeting to order at 4:03 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Veronica Ramirez, Human Resources Director, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING SEPTEMBER 2022 AS OVARIAN CANCER AWARENESS MONTH

Mario Lizcano approached the podium and introduced Anabelle Arellano with DHR Health Cancer Center. Ms. Arellano stated their facility was a one-of-a kind institution with innovative approaches to clinical care. She further stated they provide excellent cancer treatment and support to patients and their families and thanked the Commission for the recognition.

Comm. Flores read proclamation proclaiming September 2022 as Ovarian Cancer Awareness Month and presented proclamation to Anabelle Arellano.

B) PROCLAMATION PROCLAIMING SEPTEMBER 2022 AS PROSTATE CANCER AWARENESS MONTH

Comm. Caballero read proclamation proclaiming September 2022 as Prostate Cancer Awareness Month. Mario Lizcano and Anabelle Arellano received the proclamation.

C) PROCLAMATION PROCLAIMING SEPTEMBER 25, 2022 AS NATIONAL DAY OF REMEMBRANCE FOR MURDER VICTIMS

Comm. Chavez read proclamation proclaiming September 25, 2022 as National Day of Remembrance for Murder Victims and presented proclamation to Robert Garcia and guests.

Robert Garcia thanked the Commission for the recognition and extended an invitation to their 10th Annual Candlelight Vigil at the Jose “Pepe” Salinas Memorial Recreation Center.

D) PROCLAMATION PROCLAIMING SEPTEMBER 26, 2022 AS HUMAN RESOURCES PROFESSIONAL DAY

Comm. Carrillo read proclamation proclaiming September 26, 2022 as Human Resources Professional Day and presented proclamation to Veronica Ramirez, HR Director, and staff.

E) PROCLAMATION PROCLAIMING OCTOBER 23-31, 2022 AS RED RIBBON WEEK

Comm. Guajardo read proclamation proclaiming October 23-31, 2022 as Red Ribbon Week. Police Chiefs from the cities of Pharr, San Juan, and Alamo, and PSJA ISD Police received the proclamation.

Joel Robles, Pharr Police Assistant Chief, stated this year the City of Pharr was the host city for the Red Ribbon Tri-City Parade on Saturday, October 8, 2022 and extended an invitation to all to attend.

ITEM 3. PUBLIC TESTIMONY

There were no public comments.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Mayor Hernandez opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY EVENTS OF INTEREST

Anali Alanis, Interim City Manager, briefly reported the 16 de Septiembre celebration at Jones Box Park had been a great success. A video recap was presented.

Anali Alanis, Interim City Manager, reported the Pharr Innovation & Technology Department would be hosting a series of educational technology conferences and the first conference would be held on Wednesday, September 21, 2022 at Pharr ONE, 1121 E. Nolana from 8:30 a.m. to 12:00 noon. She stated three speakers from different global manufacturers would be presenting and the event was open to anyone interested in technology.

Anali Alanis, Interim City Manager, also reported the “Bring Your Own Batteries” campaign was taking place this month at Public Works Department. She stated the event was from Monday to Friday, 8:00 a.m. to 5:00 p.m. and proof or residency was required.

Anali Alanis, Interim City Manager, informed the Commission moving forward all items placed on the agendas would be linked to the strategic goals as identified in the City of Pharr Strategic Plan adopted by the Commission on May 16, 2022. She stated the strategic objectives were service excellence, infrastructure, quality of life, sound governance and fiscal sustainability, economic vitality, and safe and secure community.

Lastly, Anali Alanis, Interim City Manager, called upon Lauro Garza with the Special Olympics Texas.

Lauro Garza, Associate Executive Director – South Region Special Olympics Texas RGV, thanked the Commission for their support and presented them with a plaque of appreciation.

B) SUBMISSION OF SALES TAX COLLECTION REPORT FOR SEPTEMBER 2022

Anali Alanis, Interim City Manager, introduced the item and reported the City of Pharr showed an increase of 9.1% year-to-date true growth compared to last year and 10.21% compared to last September 2022. She further stated Finance Director was in the audience and questions could be entertained at this time.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR AUGUST 30, 2022 BUDGET WORKSHOP; SEPTEMBER 2, 2022 SPECIAL CALLED MEETING; AND SEPTEMBER 6, 2022 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2022-16 MUNICIPAL FIBER OPTIC FEE SCHEDULE (3RD & FINAL READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (ADMINISTRATION)

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2021-27 EMS FEE SCHEDULE (2ND READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (EMERGENCY MEDICAL SERVICES)

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING GRANTS MANAGEMENT POLICIES AND PROCEDURES MANUAL (2ND READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (GMCD)

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ENTERING INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CLOSURE OF U.S. 281 (CAGE BLVD.) FROM POLK AVE. TO RIDGE ROAD FOR THE RED RIBBON TRI-CITY PARADE ON SATURDAY OCTOBER 8, 2022. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (POLICE)

F) CONSIDERATION AND ACTION, IF ANY, RATIFYING ADDENDUM NO. 2 TO JOTFORM SOFTWARE SERVICE AGREEMENT IN THE AMOUNT OF $10,224.00. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (COMMUNICATIONS)

G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR PROPOSALS FOR RETAIL ELECTRIC PROVIDER. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (PURCHASING)

H) CONSIDERATION AN ACTION, IF ANY, REJECTING PROPOSALS FOR THE CITY-WIDE DEBT COLLECTION SERVICE AND AUTHORIZING CITY MANAGER TO RE-ADVERTISE. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (PURCHASING)

I) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PHARR-SAN JUAN-ALAMO ISD FOR ROAD CLOSURES FOR THE PSJA ISD MARCHING FESTIVAL ON OCTOBER 1, 2022, THE UIL 5A AREA MARCHING CONTEST ON OCTOBER 22, 2022, AND THE UIL 6A MARCHING CONTEST ON OCTOBER 29, 2022. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

J) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM ST. ANNE MOTHER OF MARY CATHOLIC CHURCH FOR STREET CLOSURES FOR THEIR ANNUAL JAMAICA ON SATURDAY, NOVEMBER 5, 2022.THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

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

1. BALLI INVESTMENTS AND HOLDINGS LLC, D/B/A CALACAS TACOS AND BEER, REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.062 ACRES, MORE OR LESS, OUT OF LOT 1, JUNCTION VIEW SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 2101 NORTH CAGE BOULEVARD, SUITES 110 AND 111. CUP#220845. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

L) PLATS:

1. SALINAS ENGINEERING & ASSOCIATES, REPRESENTING OLIVER E. GUTIERREZ AND ENRIQUE GUTIERREZ CANTU, OWNERS, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED OLIVER SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.08 ACRE TRACT OF LAND OUT OF LOT 7, BLOCK 5, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 3000 BLOCK OF NORTH JACKSON ROAD. SUB#210829. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

2. MELDEN & HUNT, INC., REPRESENTING JEFFREY ERICKSON, MANAGER, FOR ERICKSON CONSTRUCTION, LLC., A TEXAS LIMITED LIABILITY COMPANY, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED MINNESOTA ESTATES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 15.455 ACRE TRACT OUT OF LOT 91, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 600 BLOCK OF WEST MINNESOTA ROAD. SUB#210935. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

3. MAS ENGINEERING, LLC., REPRESENTING ARMANDO GONZALEZ, OWNER, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED ROJAS SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.25 ACRE TRACT OF LAND OUT OF THE NORTH 99 FEET OF THE SOUTH 198 FEET OF THE NORTH 448 FEET OF THE EAST 220 FEET OF THE WEST 297 FEET OF LOT 233, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1200 BLOCK OF WEST HALL ACRES ROAD. SUB#210720. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

4. PABLO SOTO, JR. P.E., REPRESENTING LISANDRO ESPINOZA, OWNER, REQUESTED PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED LEELAND HEIGHTS ESTATES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.48 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 175, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 220 NORTH SUGAR ROAD. SUB#220720. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

5. QUINTANILLA, HEADLEY AND ASSOCIATES, INC., REPRESENTING EDUARDO CANTU, VICE PRESIDENT OF ESPONJAS DEVELOPMENT, LTD., REQUESTED PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED VACATE AND PLAT OF MARIA ELISE ESTATES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING AN 18.07 ACRE TRACT OF LAND BEING ALL OF LOTS 1 THROUGH 74 AND ALL OF THE 50 FOOT STREET RIGHTS-OF-WAY, MARIA ELISE ESTATES SUBDIVISION. THE PROPERTY IS LOCATED WITHIN THE 700 BLOCK OF EAST OWASSA ROAD. SUB#210618. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

Anali Alanis, Interim City Manager, introduced the item.

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

Ordinance No. O-2022-36 and Resolution No. R-2022-35 are filed with the City Clerk's office.

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

ITEM 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

The time being 4:39 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

Comm. Chavez left the meeting at this point of the agenda. The time being 5:00 p.m.

ITEM 11. RECONVENE

The time being 5:25 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION, IF ANY, ON ORDINANCE ADOPTING AND APPROVING BUDGET FOR YEAR BEGINNING OCTOBER 1, 2022 ENDING SEPTEMBER 30, 2023 (ADOPTION ON ONE READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item.

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

Ordinance No. O-2022-37 is filed with the City Clerk's office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING TAX RATE FOR FY 2022-2023 (ADOPTION ON ONE READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item.

Comm. Carrillo **moved** that the property rate be increased by the adoption of tax rate of $.7176, which is effectively an 8.5% percent increase in the tax rate.

Karla Saavedra, Finance Director, briefly explained the proposed tax rate of $.7176 was not an increased in the tax rate; the increase was in the values an appraisal of properties.

There being no discussion, a Roll Call vote was requested.

ROLL CALL VOTE:

AYES: Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo, Comm. Bobby Carrillo, Comm. Ramiro Caballero, Comm. Ricardo Medina, and Comm. Itza Flores.

ABSENT: Comm. Daniel Chavez

Ordinance No. O-2022-38 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ORDINANCE AMENDING O-2019-36 FEE SCHEDULE FOR BUILDING PERMITS, PLAN REVIEW AND LAND USE DEVELOPMENT (1ST READING). THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (BUILDING AND CODE COMPLIANCE)

Anali Alanis, Interim City Manager, introduced the item.

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

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE PHARR ECONOMIC DEVELOPMENT CORPORATION II BOARD OF DIRECTORS. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY *(TABLED)* (PEDC II)

Anali Alanis, Interim City Manager, introduced the item.

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

Comm. Medina **moved** to reappoint Marty Moore, Mario Lizcano, Reynaldo Perez and appoint Michael Pacheco to the Pharr Economic Development Corporation II Board of Directors. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2022-36 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING (1) MEMBER TO THE PHARR FIREFIGHTERS AND POLICE OFFICER'S CIVIL SERVICE COMMISSION. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (ADMINISTRATION)

Anali Alanis, Interim City Manager, introduced the item and briefly stated Vittorio Puente expressed interest in continuing to serve.

Comm. Carrillo **moved** to reappoint Vittorio Puente to the Civil Service Commission. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2022-37 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON THE PROPOSED EXPENDITURE ALLOCATION BUDGET FROM THE AMERICAN RESCUE

PLAN ACT (ARPA) FUNDING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, APPROVING BUDGET FOR PHARR ECONOMIC DEVELOPMENT CORPORATION II FOR FY 2022-2023.THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item.

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

C) CONSIDERATION AND ACTION, IF ANY, APPROVING BUDGET FOR TAX INCREMENT REINVESTMENT ZONE NO. 1 FOR FY 2022-2023. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item.

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

D) CONSIDERATION AND ACTION, IF ANY, APPROVING BUDGET FOR TAX INCREMENT REINVESTMENT ZONE NO. 2 FOR FY 2022-023. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item.

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

E) CONSIDERATION AND ACTION, IF ANY, APPROVING BUDGET FOR PHARR HOUSING FINANCE CORPORATION FOR FY 2022-2023. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item.

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

F) CONSIDERATION AND ACTION, IF ANY, APPROVING THE BUDGET FOR PHARR HOUSING FINANCE CORPORATION JACKSON PLACE APARTMENTS FOR FY 2022-2023. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item.

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

G) CONSIDERATION AND ACTION, IF ANY, APPROVING BUDGET FOR THE GREATER PHARR CHAMBER OF COMMERCE FOR FY 2022-2023. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD THE SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF ALUMINUM SULFATE LIQUID POLYMER BLEND AND LIQUID AMMONIUM SULFATE TO CHEMTRADE CHEMICALS FROM PARSIPPANY, NJ.THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

Anali Alanis, Interim City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT WITH CITY OF WESLACO FOR ANIMAL SHELTER SERVICES. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (PUBLIC WORKS)

Anali Alanis, Interim City Manager, introduced the item.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO RENEW AGREEMENT WITH HOLLIS RUTLEDGE AND ASSOCIATES, INC. ON GRANT MANAGEMENT, PLANNING AND WRITING. THIS ITEM

SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (PURCHASING)

Anali Alanis, Interim City Manager, introduced the item.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANT FROM WESLACO, TEXAS FOR THE POLICE DEPARTMENT POLYGRAPH SERVICES. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (PURCHASING)

Anali Alanis, Interim City Manager, introduced the item.

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BLR-HR HERO FOR SUBSCRIPTION SERVICES FOR HR TOOLS AND COMPLIANCE. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (HR)

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Carrillo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:31 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

DRAFT

ON THIS THE 19th DAY OF SEPTEMBER 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: September 20, 2022
MEETING DATE: October 3, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2021-27 EMS Fee Schedule *(3rd and Final Reading).* **This item supports SG - Sound Governance and Fiscal Transparency.**

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

Issue: EMS Department is asking for the EMS Transport fee's be adjusted

Fiscal Consideration: The fiscal consideration is an increased revenue per call.

Staff Recommendation: Staff recommends approval by adjusting the EMS Fee schedule.

Alternatives: The alternative is to leave fees the same.

Exclude Material from Public Packet? No
Reason: Not excluded.

ROUTING:

Hilda Pedraza	Created/Initiated - 9/20/2022
Daniel Ramirez	Approved - 9/30/2022
Patricia Rigney	Approved - 9/30/2022
Karla Saavedra	Approved - 9/30/2022
City Management Office	Final Approval - 9/30/2022

ORDINANCE NO. O-2022~~1~~-__

AN ORDINANCE OF THE CITY OF PHARR AMENDING O-20~~21-~~27~~18~~~~17-13~~, CHAPTER 50, ARTICLE III OF THE CITY CODE OF ORDINANCE REGULATING EMERGENCY AMBULANCE SERVICE IN THE CITY OF PHARR; DECLARING THAT THE CITY WILL BE SOLE PROVIDER OF EMERGENCY AMUBLANCE SERVICE WITHIN THE CITY, PROVIDING FOR PENALTY; REPEALING PRIOR ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a privately owned and operated ambulance company had furnished public and emergency ambulance service to the Citizens of Pharr for many years; and

WHEREAS, such privately owned and operated ambulance company is on the verge of discontinuing such ambulance services in the City of Pharr in ~~April of~~ 2021; and

WHEREAS, the continuance of emergency and non-emergency ambulance services and emergency medical services to the citizens of Pharr is of utmost important to the health, safety, and welfare of the Citizens of Pharr, and

WHEREAS, the City Commission of the City of Pharr, Texas has investigated and determined that there is a public need for emergency and non-emergency ambulance services; and that the further regulation and provision of such ambulance services is intended to be a valid exercise of police power by the City; and

WHEREAS, the City Commission has decided to provide emergency ambulance services, as, in the judgment of the City Commission, are necessary and reasonable for the continuing health, safety, and welfare of the citizens of Pharr; and

WHEREAS, the City deems it in the best interest of the Citizens that it declare that the City of Pharr Emergency Medical Services Department ("City EMS") will be the sole provider of emergency ambulance services within the City of Pharr city limits; and

WHEREAS, in order to safely and effectively manage the number of private ambulances within the City, it is in the best interests of the citizens of the city to adopt regulations governing private ambulance service in the City; and

WHEREAS, the City Commission therefore desires to amend the City's Code of Ordinances, Chapter 50 Article III as set forth herein.

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

Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Purpose. The purpose of this Ordinance is to declare that the City of Pharr Emergency Medical Services Department is the sole provider of emergency ambulance response to emergency calls for service and to regulate private ambulance service within the City.

SEC. 50-86. DEFINITIONS. As used herein the following words shall have the meaning indicated:

(a) **ALS** means advanced life-support emergency medical service vehicle qualification. A vehicle qualifies as an advanced life-support emergency medical services vehicle if it:

(1) When response-ready or in-service, authorized EMS vehicles operating at the ALS level shall be staffed at a minimum with one EMT Basic and one AEMT or EMT- Intermediate

(2) has sufficient equipment and supplies for providing intravenous therapy and endotracheal or esophageal intubation; and

(3) has two-way radio communications.

(b) **Ambulance** means any vehicle equipped or used for transporting wounded, injured, or sick persons, but specifically excludes funeral coaches and vehicles used for patient transfers.

(c) ~~**Ambulance Call** means the act of responding with an ambulance to a request for transportation of a sick or injured person. **Not used in here.**~~

~~(d)~~ **Ambulance Personnel** means a person who has the duty of performing or assisting in the performance of an ambulance call, including ~~driving~~driving, or acting as an attendant on an ambulance.

(~~e~~d) **BLS** means basic life-support emergency medical services vehicle qualification. A vehicle qualifies as a basic life-support emergency medical services vehicle if it is designed for transporting the sick or injured and has sufficient equipment and supplies for providing basic life-support.

(~~f~~e) **City** means and refers to the City of Pharr, Texas, and its City limits.~~, including its extraterritorial jurisdiction. DO WE INCLUDE ETJ?~~

(~~g~~f) **Critical Care Transport** means the provision of medical care by a critical care transport team to a patient requiring critical care transport by a critical care transport agency such that the failure to initiate on an urgent basis or maintain during transport acute medical interventions, pharmacological interventions, or technologies would likely result in sudden, clinically significant or life threatening deterioration in the patient's condition.

(~~h~~g) ~~**Director** DO WE CHANGE THIS TO EMS CHIEF? means the director of the department designated by the City Manager to enforce and administer this article, or the director's authorized representative.~~

~~(i)~~ **Emergency ambulance** means an ambulance used, designed or redesigned for the purpose of transporting the sick or injured, providing basic life-support, advanced life-support, or mobile intensive care, the rendering of first aid, and/or assisting in rescue operations while the vehicle is being operated under emergency conditions.

(j~~h~~) ~~**Emergency Care** means care provided to the sick or injured during emergency transportation to a medical facility and includes any necessary stabilization of the sick or injured in connection with that transportation. **NOT USED IN HERE**~~

~~(k)~~ **Emergency/9-1-1 call** means a request for ambulance service in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.

(~~l~~i) **Emergency circumstances** means the existence of circumstances in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.

(j~~m~~) **Emergency medical service advisory designee (EMSAD*)*** means the individual (normally the EMS~~fire~~ ~~c~~Chief or his designee) authorized to oversee the operation of the ambulance service system~~ and the performance of the awarded company under the terms of the contract~~.

(~~n~~k) **Emergency patient** means a person in whom a sickness or injury may cause a significant risk to the person's life or limb. Such sickness or injury may include, but is not limited to, trauma (major injury to the body, head, or extremities), chest pain, abdominal pain, unconsciousness, delirium, imminent delivery of a child, and serious infection.

(~~o~~l) **Emergency run** means an emergency ambulance trip, that may require ~~requiring~~ the use of warning lights or sirens, to the place where an emergency exists or from the place of the emergency to a hospital, medical clinic or office, or other appropriate destination for the patient.

~~(i) **Emergency service** means the company that has been awarded the current emergency ambulance service contract and has been granted a license from the City of Pharr in conjunction of the execution of such contract.~~(m) **EMS Chief** means the director of the EMS Department designated by the City Manager to enforce and administer this Ordinance, or the Director's authorized representative.

~~(p) **Licensee** means the company that has been awarded the current emergency ambulance service contract and has been granted a license from the City of Pharr in conjunction of the execution of such contract.~~

~~(p) **Pharr Public Safety Communication Center** means the central communications center of the Pharr Police and Fire Department or EMC????~~

(~~q~~n) **MICU** means mobile intensive care unit. Emergency ambulance service that utilizes a vehicle designed and qualified as an advanced life-support emergency services vehicle as defined herein and has sufficient equipment and supplies to provide cardiac monitoring, defibrillation, cardioversion, drug therapy, and two-way radio communication, and ~~has qualified personnel to render such services~~ when

response-ready or in-service, authorized EMS vehicles operating at the MICU level shall be staffed at a minimum with one EMT Basic and one certified or licensed EMT-Paramedic.

(or) **Neonate/Pediatric Transport Personnel** means a registered nurse, physician, or respiratory therapist specially trained in the emergency and transport care of newborn and pediatric patients.

(ps) **Operate** means to drive or to be in control of an ambulance.

(qt) **Operator** means the driver of an ambulance, the owner of an ambulance, or the holder of a private ambulance service license.

(ru) **Owner** means the person to whom state license plates for a vehicle were issued.

(sv) **Person** means any individual, corporation, business, trust, partnership, association, or other legal entity.

(t) **Pharr Public Safety Communication Center** means the central communications center of the City of Pharr.

(wu) **Private ambulance** means an ambulance constructed, equipped, and used for transporting sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency.

(vx) **Private ambulance service** means the business of transporting, for compensation, sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency. (BUT SEE DEFINITNION OF TRANSPORT SERVICE)

(wy) **Private Ambulance Service Registration** means a permit issued by the City to allow a private ambulance service to operate within the City. A private ambulance service becomes registered when it applies, meets the requirements specified in this Ordinance, and has been approved by the City.

(xz) **Registered Agency** means a person or entity authorized under this article to engage in private ambulance service. The term includes any owner, operator, driver, ambulance personnel, employee, or agent of the licensed business, but does not include a subcontractor.

(yaa) **Response time** means the total elapsed time between the moment the licensee's dispatch center personnel have received a request for services and patient location (i.e., "time call received") and the moment the licensee's responding unit arrives upon the scene of the emergency incident (i.e., "time unit arrived").

(zbb) **Special event** means any parade, sporting event, concert, or other event or gathering requiring on-site standby medical personnel.

(aacc) **Specialized Emergency Medical Services Vehicle** means a vehicle that is designed for responding to and transporting sick or injured persons by any means of transportation other than by standard automotive ground ambulance or rotor or

fixed wing aircraft that has sufficient staffing, equipment, and supplies to provide for the specialized needs of the patient transported. This category includes, but is not limited to, watercraft, off-road vehicles, and specially designed, ~~configured~~configured, or equipped vehicles used for transporting special care patients such as critical care or burn patients.

(bb~~dd~~) **Street** means any street, alley, avenue, boulevard, drive, ~~highway~~highway, or other surface commonly used for the purpose of travel within the corporate City limits of the City. ~~ETJ??~~

(cc~~ee~~)**Transport Service** shall ~~include:.~~include:

1. ~~Shall include t~~The non-emergency pickup and delivery within the limits of the City ~~and its ETJ of sick,~~ of sick, ~~-~~injured, or wounded persons where the element of time in transporting said sick, injured, or wounded persons (patients to or from a hospital, rest home, or other health care facility) is not essential to the health or life of such patient. Such transport vehicles shall be at a BLS as a minimum during the transport of a patient. The transport service regulated hereby does not regulate the pickup of a patient outside the City.
2. Responding to an Emergency/ 9-1-1 Call~~(assisting the City contracted ambulance company)~~. Such transport vehicles shall have as a minimum of a MICU vehicle and a paramedic attendant, unless directed otherwise by City emergency personnel (~~i.e.~~i.e., major emergency situations with multiple injuries).

SEC. 50-87 AMBULANCE SERVICES PROVIDED BY CITY EMERGENCY MEDICAL SERVICES DEPARTMENT

A. The City Emergency Medical Services Department (City EMS) shall provide all emergency ambulance response to emergency calls for service within the City except as provided herein.
B. The City EMS department shall be the sole primary ~~also exclusively~~ provider of all ~~Transport Service and Special Event~~ emergency medical services upon the streets, alleys or any public way or place within the City; provided, however, the City EMS Department may authorize registered private ambulance services to provide transport service and special event services when City EMS Services are not available.
C. The City shall charge fees for non-emergency and emergency ambulance services in the City provided in response to all ~~-~~calls for service received by the City EMS Department ~~requesting the services~~.
D. The person receiving emergency ambulance service, whether transported by ambulance or treated without being transported by ambulance and any person contracting for the service shall be responsible for payment of all fees. In the case of service received by a minor, the parent or guardian of the minor shall be responsible for payment of all fees.

SEC. 50-88 ~~CITY LICENSE REQUIRED~~ PRIVATE AMBULANCE SERVICE REGISTRATION REQUIRED.

A. A person commits an offense if he operates a private ambulance service within the City without a valid private ambulance service registration issued by the City or operates or attempts to operate a private emergency ambulance service within the City in violation of this Ordinance. Proof of registration shall be prominently displayed on the rear driver side of the ambulance.

B. A person commits an offense if he advertises or causes to be advertised the operation of a private ambulance service that does not have a valid private ambulance service registration granted under this Ordinance when the advertisement is reasonably calculated to be seen by persons seeking private ambulance service in the City.

C. A person commits an offense if he~~y~~ transports or offers to transport, for compensation, a sick, injured, or deceased person by private ambulance from a location within the City to a location either inside or outside the City without holding or being employed by a person holding a valid private ambulance service registration issued under this Ordinance.

D. A person commits an offense if he hires or employs a private ambulance service to pick up a sick, injured, or deceased person in the City when he knows the private ambulance service does not have a valid private ambulance service registration under this Ordnance.

E. No person shall furnish, operate, conduct, maintain, ~~advertise~~advertise, or otherwise be engaged in the operation of medical transfer services upon the streets of the City without first having registered in accordance with the terms and provisions of this Ordinance.

F. An exception shall be made on emergency services furnished for calls originating outside the City.

G. Specialized Emergency Medical Services Vehicles are exempted from the registration requirements of this Ordinance.

~~G.~~

~~It shall be unlawful for any person to engage in furnishing emergency or non-emergency service within the City by operating or driving or causing to be operated or driven an emergency or non-emergency ambulance upon the public streets of the City without first having obtained a license, which shall be prominently displayed on the rear driver side of the ambulance, as hereinafter provided. An exception shall be made on emergency services furnished for calls originating outside the City. Air ambulance companies are exempted from licensing requirements of this chapter.~~

~~It shall be an affirmative defense to any prosecution brought under this section that the emergency ambulance service in question was provided in response to a call or request from a private citizen or specifically requested by an officer or employee of the City.~~~~do we want this exception?~~

SEC. 50.89 PRIVATE AMBULANCE REGISTRATION REQUIREMENTS ~~APPLICATION FO~~

~~**R LICENSE.**~~

~~T~~To obtain a private ambulance service registration, a person must make written application ~~Applications for licenses under this division shall be made~~ to the EMS Chief containing the following: ~~City Manager or his designee and shall contain the following~~:

(1) The name, telephone number, address, and e-mail address of the owner(s) of the ambulance service, the trade name under which applicant does business, and the street address and telephone number of the business establishment from which the private ambulance service will be operated.

(2) The form of business of the applicant and, if the business is a sole proprietorship, partnership, corporation, or association, a copy of the documents establishing the business and the name and address of each person with a direct interest in the business.

(3) A brief description of the experience and history of the ambulance service as well as a minimum of three references, one of which must be from a hospital located in Hidalgo County, with the name and business phone number of a contact person, capable of evaluating the ambulance service provider in a comprehensive manner.

(4) Proof of a registration from the Texas Department of State Health Services to operate as an emergency medical services provider.

(5) A brief description of the method by which emergency ambulance service is to be provided and coordinated with local hospitals, ~~police~~police, and fire departments, and 911 emergency service, as applicable, in the City.

(6) The location and description from which the ambulance(s) will operate within the service delivery districts.

(7) The number and description of the ambulance(s), including photos, the make, model, year of manufacture, Vehicle Identification Number, state license number for the current year, ~~motor and chassis number,~~ and a description of the equipment in each ambulance for providing emergency medical service.

(8) Identity of the persons who will operate the ambulance(s) and their certifications issued by the Texas Department of State Health Services. ~~, their social security number, list of training classes, date of issue and numbers of all E.M.S.~~

~~certifications held by each of such persons pertaining to ambulance and emergency medical service required by the Texas Department of Health.~~

(9) A statement that the applicant agrees to comply with this Ordinance and all local, state, and federal laws. ~~[division and all laws and] Ordinances applicable to ambulance or emergency ambulance service, and proof that the applicant has all required licenses and required equipment.~~

(10) A statement that the applicant will render satisfactory and efficient ambulance service in accordance with criteria and standards generally recognized in the emergency ambulance business.

(11) A certificate of insurance verifying insurance in the amounts set forth in this division for the full term of the proposed registration ~~license~~.

SEC 50-90~~89~~. REQUIREMENTS FOR ISSUANCE OF REGISTRATION ~~LICENSE.~~

(A) ~~T~~The ~~Fire Chief~~ EMS Chief or his/her designee may recommend the issuance of a registration ~~license t~~to the City Manager if he/she determines:

(1) That the applicant maintains a sufficient number of ambulances with adequate equipment to efficiently serve the general public in the City and that the granting of such license will promote the health, safety, and general welfare of the general public.

(2) That the applicant has filed with the ~~Fire Department~~ EMS Chief or his/her designee insurance policies providing insurance coverage for each vehicle owned or operated by the applicant for injury to or death of persons in accidents resulting from any cause for which the owner or operator of the vehicle would be liable on account of any liability imposed on such person by law, regardless of whether the ambulance was being driven by the owner or owner's employee, agent, agent, or lessee. Applicant shall provide coverage in all categories equivalent to the 911 contract provider:

(3) Liability for injury to any one person, $1,000,000

(a) Liability arising out of one occurrence, for injury to one or more persons arising out of~~—~~ one occurrence, $1,000,000.

(b) Property damage, per occurrence, $1,000,000.

(c) The applicant has provided a certificate of malpractice insurance of $1,000,000 for each claim. The applicant shall provide malpractice insurance on "occurrence" rather than a "claims made" basis. That is, as long as the incident occurred during the policy period, coverage shall be provided no matter when the claim is made, even if the claim is made several months or years after the actual event took place or after this contract or the insurance policy expires.

(d) The certificate of insurance shall show general liability coverage for the applicant in the amount of $1,000,000.00. If a license is issued, the licensee shall name the City as an additional insured on such policies.

(e) Insurance required under this section must include: (1) a cancellation provision in which the insurance company is required to notify the City EMS Department in writing not fewer than ten (10) days before canceling, failing to renew, or making a material change to the insurance policy; and (2) a provision to cover all vehicles, whether or not owned by the registrant, operating under the private ambulance service registration.

(4) That the applicant and applicant's agents and employees hold all licenses required by state laws.

(5) That a satisfactory method of communication between ~~licensee~~ registrant and the City EMS Department~~ Fire Department and Police Department~~, including any agency within the City which may be tasked with enforcement of this chapter, has been agreed upon.

(6) All applicants shall make their ambulances available for an inspection at a time and date set by the City EMS Chief ~~Fire Chief~~ or his designee.

(7) As a condition of obtaining a registration~~ license~~, the applicant or its designated agent shall execute a hold harmless, defend and indemnification agreement with the City.

(B) The recommendation made by the City EMS Chief ~~Fire Chief~~ or his/her designee may be appealed to the City Manager.

(C) The City Manager shall make a final determination which shall be final and not appealable.

(D) Issuance of Registration~~ License~~.

(1) After receipt of an application for ~~a license~~ registration as required by this chapter, the City EMS Chief and/or his/her designee shall consider such application and shall review any information the applicant may wish to present.

(2) Upon receipt of a recommendation by the ~~Fire Chief~~ City EMS Chief or his/her designee a final determination shall be made by the City Manager, which shall be final and conclusive and without appeal.

(E) ~~License~~ Registration Issuance Requirements.

~~T~~The public convenience and necessity require the proposed ambulance or transport service for which the application has been submitted. In determining whether public convenience and necessity require the ~~licensing~~ registration of the proposed ambulance or transport service, the City Manager and/or his/her designee shall consider whether the public is, at the time, adequately served, the financial responsibility of the applicant, the number, kind and type of equipment, certification levels of personnel on units, the schedule of rates proposed to be

charged, the increase traffic congestion upon the streets of the City, the demand for increased parking space upon the streets which will result, whether the safe use of the streets by the public, both vehicular and pedestrian, will be preserved, and such other facts as may be relevant to the above, including the services provided by the City EMS Department ~~Fire Department~~ at this time.

SEC. 50-91. - REQUIREMENTS FOR ~~LICENSEES~~ REGISTRANTS.

(a) Minimum equipment and facilities.

(1) ~~The City designated 911 provider shall provide and maintain in a safe and operational manner a minimum of five ambulances with licenses issued by the state department of health in accordance with V.T.C.A., Health and Safety Code §§ 773.001 et seq. and 774.001 et seq.~~

~~(2)~~ All persons operating such ambulances and rendering emergency service shall have all licenses and/or certificates required by state law and shall comply with all rules and regulations prescribed by the Texas ~~s~~State of State Health Services. ~~department of health. The primary ambulance(s) shall be type I or type III modules equipped with, at a minimum, advanced life-support capability. Except for time down for repairs, both units must be in service, or immediately available for service. If an ambulance is to be out of service for more than four hours, or if both units are out of service simultaneously, the licensee must obtain replacement units for the period of unavailability and must notify E.M.S.A.D. Units, equipment and supplies shall be maintained in sanitary conditions consistent with state department of health requirements. Each ambulance shall be identified by four-inch letters, numbers or a combination thereof prominently displayed on the sides, front and rear of each unit.~~

(~~3~~2) ~~All other non-emergency ambulance service providers (transport services) shall follow state guidelines on equipment, vehicles, and manpower requirements as set by state guidelines.~~

~~(4) The licensee registrant must demonstrate that a training facility of continuing education for licensee's registrant's staff, whether paid or volunteer, is readily available.~~ The registrant ~~licensee~~ shall maintain an office in Hidalgo County which is accessible to the public and staffed at least 30 hours per week during normal working hours.

(b) Personnel and Staffing Requirements.

(1) All ambulances of ~~the licensee~~ registrant shall be staffed with personnel in accordance with state department of health guidelines and Title 25, Texas Administrative Code.

(2) ~~Each member of the City's designated 911 provider's staff must have at least one year of EMS field experience.~~

~~(3)~~ One hundred percent of the ~~licensee's~~ registrant's emergency response staff shall possess current basic EMT or higher qualifications.

(4) The ~~licensee~~ registrant shall require that all personnel wear uniforms during the performance of their duties, which uniforms shall be adopted by

registrantlicensee and which will allow the general public to readily identify such personnel as emergency ambulance personnel.

(5) When on duty, licensee's registrant's personnel shall carry on their person photo identification cards and certifications issued by the state department of health establishing their certification.

(c) Operation of Ambulances.

(1) No company, except as stated in Section 50-87 88, shall operate any emergency ambulance upon the public streets in rendering ambulance emergency services in response to emergency calls unless holding a valid license registration from the City, and until such ambulance has been certified for such usage by the Fire Chief City EMS Chief or his/her designee, and the owner of such ambulance and the person operating same have complied with all rules and regulations prescribed by the City, and shall have complied with the statues of the state pertaining to the operation of ambulances and are the holders of valid permits and/or licenses for such purpose. Only the designated 9-1-1 provider for the City is eligible to acquire the emergency license.

(2) No company shall operate any ambulance upon public streets in rendering of non-emergency services, such as transferring patients from hospitals, nursing homes, physicians' offices or other medical facilities or private residences, unless holding a valid license registration from the City and until such ambulance has been certified for such usage by the City EMS Chief Fire Chief or his/her designee, and the owner of such ambulance and the person operating same have complied with the rules and regulations prescribed by the City, and have complied with the statues of the state pertaining to the operation of ambulances and are holders of valid permits and/or licenses for such purposes. It shall be unlawful for any company to operate an ambulance within the City without displaying a valid City of Pharr private ambulance service registration license. It is a defense to prosecution if the service originated outside the City.

(3) License Private ambulance service registrant's holder's facilities and ambulances are subject to random inspection for Ordinance compliance by applicable City staff. License Registrant holder shall also make records available for review to applicable City staff to determine Ordinance compliance.

(4) It shall be unlawful for the owner, operator, or any employee of an establishment or any person to knowingly hire or summons any ambulance in violation of this Ordinance.

SEC. 50-92. - TERM OF LICENSE; RENEWAL.

A private ambulance service registration expires one year from the date of issuance. Any license granted shall be valid for a period of one year. Furthermore, upon successful acquisition of a new ambulance service contract the licensee registrant will be required to prepay the fee in reference to the length of time of the contract and complete the renewal application for registrationthe license.

~~In the event of the termination of the ambulance service contract either by the City or the provider, any and all licenses granted in the fulfillment of the contract will become null and void and the licensee's fees paid for the license will be reimbursed on a per year basis only.~~~~What?~~

SEC. 50-93. ~~– LICENSE~~ REGISTRATION FEES.

(1) ~~*License*~~ *Registration Fees*. All registrations ~~licenses~~ issued under the terms hereof shall terminate one year from the date of issuance and may be renewed by filing a renewed application at least 30 days prior to such date. Prior to the issuance of an approved registration ~~license~~, the applicant shall pay a sum of $500.00 to the City, which sum is considered as the reasonable and necessary cost to administer this chapter and ~~licenses~~ registrations issued hereunder.

(2) *Inspection fees.* A successful applicant shall pay for such license the sum of $150.00 per every ten ambulances presented for inspection~~,~~. ~~which~~Said sum is considered as the reasonable and necessary cost to administer this chapter and ~~licenses~~ registrations issued hereafter. The registration ~~license~~ sticker must be displayed clearly on the left rear door of the ambulance. If the ambulance unit fails inspection, the company will be given 30 days to bring vehicle back for re-inspection, if the ambulance company is not in compliance within those 30 days, the ~~license~~ registration fee will not be refunded.

~~(2)~~

SEC. 50-94. – PRIVATE AMBULANCE SERVICE REGULATIONS ~~RESPONSE TO CITY-ORIGINATED EMERGENCY CALLS REQUIRED.~~

A. It shall be unlawful for any person, either as owner, agent or otherwise, other than a member of the City EMS Department, or any town, county, state or agency of the United States, or duly appointed representative of the City, to furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the operation of emergency ambulance service, transport service, or special event EMS service, upon the streets, alleys or any public way or place within the City, for the purpose of treating and/or transporting patients within the City, except in the following circumstances:

1. A person shall operate an emergency ambulance within the City to render assistance during a catastrophe or major emergency, whether an emergency exists, if requested to do so by the City EMS Department, in writing via mutual aid agreement, ~~or Police Department,~~ when City EMS Department emergency ambulances are determined to be insufficient in number or inadequate for other reasons.
2. A registered agency may operate a private ambulance within the City as a backup emergency ambulance if requested to do so by the City EMS

Department, in writing via mutual aid agreement, when City EMS Department emergency ambulances are not available for emergency calls, transport service, or special events.

~~3. A person may operate a private ambulance on an emergency run to a hospital within the City, if:~~

~~i. The emergency patient was picked up by the ambulance outside the City limits; and (ETJ??)~~

~~ii. The ambulance making the emergency run is licensed and operated in accordance with the Emergency Medical Services Act (Chapter 773, Texas Health and Safety Code), as amended.~~

~~4.~~3. A registered agency may operate a private ambulance on an emergency run if, upon providing transport within the City in response to transport that originated outside the City, the registered agency determines that an emergency exists requiring the sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.

~~5.~~4. A registered agency may operate a private ambulance on an emergency run if, while performing the service of maintaining a private ambulance at a particular location for a special event within the City, the registered agency determines that an emergency exists requiring ta sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.

~~6. A registered agency may operate a private ambulance on an emergency run to transport vital organs, including, but not limited to, hearts, lungs, kidneys and eyes, to or from a hospital within the City. We don't have a hospital here right now.~~

~~7. A registered agency may operate a private ambulance, critical care transport ambulance, or other specialized emergency medical service vehicle on an emergency run to transport a newborn, pediatric or other critical care patient from a lower-level skill facility to a higher-level skill facility if:~~

~~i. The patient's doctor has determined that an emergency exists; and~~

~~ii. The patient is accompanied by a neonate, pediatric or critical care transport personnel.~~

B. This prohibition does not apply to the operation of an air ambulance that is regulated and certified by the U.S. Federal Aviation Administration and that is operating in compliance with state licensing requirements.

C. Any person who operates a registered private ambulance on an emergency run under this section shall, if requested in writing by the City EMS Department, within

10 days of each emergency run, submit to the EMS Chief a report describing the circumstances requiring the emergency run.

D. In the event a patient dies while being transported from one place within the City to another place within or beyond its limits, the registrant of such ambulance shall:

1. Immediately notify the City EMS Department of such death, by two-way radio or telephone; and
2. Within twenty-four (24) hours of the incident, file a written report with the Chief of Police upon such forms as he may provide or prescribe, giving all information therein required an any other relevant information which the Police Chief may require.

SEC. 50-95. INTENTIONALLY LEFT BLANK

~~Each person filing an application to operate a non-emergency ambulance or ambulance service within the City shall be deemed, by the filing of such application, to agree to respond to all emergency calls when requested to do so by originating from the City's EMS Department Fire Department or Police Department or contracted 9-1-1 provider and the acceptance of such calls, except for justifiable cause, to be determined by the Fire Chief EMS Chief and/or his designee and shall be a condition for the continuation of the license to operate such ambulance or ambulance service. Failure to comply may result in the revocation of the registration license. Provided, however, that only the City EMS Department 9-1-1 approved applicant may respond to emergency calls. It is an affirmative defense to prosecution if an ambulance operates in violation of this Ordinance and was summoned for emergency mutual aid by the City EMS Department Pharr 9-1-1 provider, Police and/or Fire Department.~~

~~SEC. 50-95. - CANCELLATION OF LICENSE REGISTRATION. WHY DO WE HAVE THIS SECTION IT'S SIMILAR TO THE PENALTY ONE~~

~~Should any registrant licensee fail to respond to an emergency call as herein provided for, without justifiable cause, or fail to transfer call, render satisfactory and efficient emergency ambulance service, or provide mutual aid when requested or fail to comply with any of the provisions of this chapter the City Manager shall have the right to cancel any such license upon recommendation from the Fire EMS Chief and/or his designee. The finding of the City Manager on such issue shall be final, conclusive and non-appealable. Any registrant license holder cancelled under this section may not reapply for a license registration for a period of six months.~~

SEC. 50-96. - ALLOWABLE CHARGES.

(a) Registrants ~~Licensees~~ are authorized to charge the rates prescribed and set forth in this division. The City will not guarantee payment of such fees, nor will it process

billing for the registrant ~~licensee~~. Fees shall be paid by persons receiving the service directly to the registrant ~~licensee~~. ~~Licensees~~ Registrants shall not charge for equipment, medical supplies and/or services provided by the City. Licensees shall not charge more than 125 percent of the Medicare prevailing rate for the City of Pharr ~~and its E.T.J.~~ for transportation. The City reserves the right and option to bundle bill and make adjustments as necessary for the betterment of the city.

(b) The following rates shall be charged for emergency ambulance services in the City:

~~Airway maintenance: BVM~~	~~$25.00~~	
~~Airway maintenance: Combi/tube~~	~~$125.00~~	
~~Airway maintenance: ET tube/holder~~	~~$30.00~~	
~~Airway maintenance: intubation~~	~~$125.00~~	
~~Airway maintenance: oral airway~~	~~airway~~	~~$3.50~~
~~Base rate: ALS*~~	~~$600.00~~	
~~Base Rate: BLS*~~	~~$500.00~~	
~~Blood sugar: accuchek/glucometer~~	~~$5.00~~	
~~Blood sugar: blood level strip~~	~~$5.00~~	
~~Blood sugar: lancets~~	~~$1.00~~	
~~Cardiac care: CPR~~	~~$150.00~~	
~~Cardiac care: defib pads~~	~~$90.00~~	
~~Cardiac care: defibrillation~~	~~$125.00~~	
~~Cardiac care: EKG electrode~~	~~$2.00~~	
~~Cardiac care: monitoring~~	~~$75.00~~	
~~Gloves~~	~~$2.00~~	
~~Hot pack/cold pack~~	~~$2.00~~	
~~Immobilization: backboard~~	~~$60.00~~	
~~Immobilization: cervical collar~~	~~$22.50~~	
~~Immobilization: head blocks~~	~~$25.00~~	
~~Immobilization: KED short board~~	~~$100.00~~	
~~Immobilization: splints~~	~~$20.00~~	

~~IV therapy: IO needle~~	~~$35.00~~
~~IV therapy: IV disposable supplies~~	~~$12.50~~
~~IV therapy: IV monitoring~~	~~$65.00~~
~~IV therapy: NaCl 500 ml~~	~~$1.50~~
~~IV therapy: saline lock disposable~~	~~$22.95~~
~~IV therapy: IV start/attempt~~	~~$125.00~~
~~Mileage: ALS (per mile)~~	~~$12.00~~
~~OB kit~~	~~$22.95~~
~~Oxygen: administration~~	~~$43.00~~
~~Oxygen: mask~~	~~$3.00~~
~~Oxygen: nebulizer~~	~~$3.00~~
~~Pharmaceuticals: Adenocard 6 mg~~	~~$115.75~~
~~Pharmaceuticals: Adenosine 6 mg~~	~~$115.75~~
~~Pharmaceuticals: Albuterol .083%/2.5 mg.~~	~~$4.35~~
~~Pharmaceuticals: Asprin~~	~~$1.00~~
~~Pharmaceuticals: Atropine sulfate 0.3 mg.~~	~~$12.50~~
~~Pharmaceuticals: Atrovent 0.18 mg~~	~~$15.00~~
~~Pharmaceuticals: Benadryl 50 mg~~	~~$5.00~~
~~Pharmaceuticals: Dextrose 50%~~	~~$15.00~~
~~Pharmaceuticals: Dopamine premix~~	~~$47.75~~
~~Pharmaceuticals: Epinephrine 1:10,000 1 mg~~	~~$12.50~~
~~Pharmaceuticals: Epinephrine 1:1,000 1 mg~~	~~$10.00~~
~~Pharmaceuticals: Lasix 20 mg~~	~~$10.00~~
~~Pharmaceuticals: Lidocaine~~	~~$13.50~~
~~Pharmaceuticals: Lidocaine drip~~	~~$30.00~~
~~Pharmaceuticals: Morphine sulfate 10 mg~~	~~$6.00~~
~~Pharmaceuticals: Narcan 1 mg~~	~~$30.00~~

~~Pharmaceuticals: Nitro spray $25.00~~

~~Pharmaceuticals: Oral glucose $10.00~~

~~Pharmaceuticals: Sodium bicarb 50 ml $30.00~~

~~Pharmaceuticals: Thiamine 100 mg $10.00~~

~~Pharmaceuticals: Lorazepam 2 mb $12.45~~

~~Pulse oximetry $27.00~~

~~Suctioning supplies $21.75~~

~~Treatment on-scene, transport refused AMA $50.00~~

~~Unit sterilization/prep $25.00~~

~~Waiting time, unusual, over 30 minutes (per ½ hr) $37.50~~

~~Wound care/bleeding control $20.00~~

~~Wound care: burn sheet $12.50~~

~~Wound care: Kerlix $3.00~~

~~Wound care: sterile 4x4 $1.00~~

~~Wound care: sterile 5x9 ABD pad $1.00~~

~~Wound care: tape 1"—2" $1.50~~

~~Wound care: triangular bandage $2.00~~

ALS 2 AMBULANCE	Unit Price Amount	$2,000.00~~$1,050.00~~
14-24 GAUGE CATHETER	Unit Price Amount	$30.00
AIRWAY MAINTENANCE	Unit Price Amount	$100.00
ALCOHOL PREPS	Unit Price Amount	$2.20
ALS EMERGENCY AMBULANCE	Unit Price Amount	$1,800.00~~$850.00~~
ALS N-EMERGENCY AMBULANCE	Unit Price Amount	$1,800.00~~$850.00~~
ALS SUPPLIES	Unit Price Amount	$165.00

BAG VALVE MASK - ADULT	Unit Price Amount	$50.00
BAG VALVE MASK - CHILD	Unit Price Amount	$45.00
BANDAGES 5X9 / DRESSINGS	Unit Price Amount	$30.00
BETADINE PREP	Unit Price Amount	$2.00
BLEEDING CONTROL PROCEDURE	Unit Price Amount	$100.00
BLS EMERGENCY AMB	Unit Price Amount	$1,400.00~~$850.00~~
BLS NON-EMERG (3RD TRIP)	Unit Price Amount	$1,400.00~~$850.00~~
BLS NON-EMERGENCY TRANSPORT	Unit Price Amount	$1,400.00~~$850.00~~
BLS SUPPLIES	Unit Price Amount	$150.00
CARDIAC 12-LEAD/INTERPRETATION	Unit Price Amount	$100.00
CHEST DECOMPRESSION KIT	Unit Price Amount	$150.00
CHEST DECOMPRESSION PROCEDURE	Unit Price Amount	$150.00
CHEST TUBE MANAGEMENT	Unit Price Amount	$100.00
CLOTH TAPE - 2"	Unit Price Amount	$5.50
CLOTH TAPE 1"	Unit Price Amount	$5.50
COLD PACK / HOT PACK	Unit Price Amount	$45.00
CPAP - CONT AIRWAY PRESS VENT	Unit Price Amount	$150.00
CPAP CIRCUIT	Unit Price Amount	$100.00
CPR	Unit Price Amount	$150.00
DEFIB / CARDIOVERSION	Unit Price Amount	$200.00
DIPHENHYDRAMINE HCL INJ 50 MG	Unit Price Amount	$59.00
DISPOSABLE BLANKET	Unit Price Amount	$15.00
DRUG - ADENOSINE 1 MG	Unit Price Amount	$75.00

DRUG - DILTIAZEM 5MG VIA IV	Unit Price Amount	$75.00
DRUG - DOPAMINE HCL 40MG	Unit Price Amount	$75.00
DRUG - ORAL GLUCOSE	Unit Price Amount	$75.00
DRUG -METHYLPREDNISOLONE 125MG	Unit Price Amount	$75.00
DRUGS - ALBUTEROL 0.083% 3ML	Unit Price Amount	$30.00
DRUGS - ASPIRIN @ 81MG	Unit Price Amount	$4.00
DRUGS - ATROPINE @ 1MG 10ml	Unit Price Amount	$67.00
DRUGS - ATROVENT 0.5MG/2.5ML	Unit Price Amount	$75.00
DRUGS - BENADRYL 50 MG/ML 1ML1	Unit Price Amount	$75.00
DRUGS - DEXTROSE 50% 500ml	Unit Price Amount	$75.00
DRUGS - EPI 0.1 mg injectabl	Unit Price Amount	$75.00
DRUGS - EPI @ 1:10,000 1ml	Unit Price Amount	$75.00
DRUGS - FUROSEMIDE 20 MG	Unit Price Amount	$75.00
DRUGS - GLUCOSE 15G	Unit Price Amount	$75.00
DRUGS IV NORMAL SALINE 250CC	Unit Price Amount	$35.00
DRUGS - LABETALOL 10MG	Unit Price Amount	$75.00
DRUGS - LACTATE RINGERS 1000ML	Unit Price Amount	$75.00
DRUGS - LIDOCAINE 1% 10ML	Unit Price Amount	$75.00
DRUGS - MAGNESUIM SULFATE	Unit Price Amount	$100.00
DRUGS - MIDAZOLAM HCL 1 MG	Unit Price Amount	$75.00
DRUGS - MORPHINE SULFATE 2MG	Unit Price Amount	$75.00
DRUGS - NALOXONE 1 MG	Unit Price Amount	$75.00
DRUGS - Ondansetron HCl 1MG	Unit Price Amount	$75.00

DRUGS - PHENERGAN 25MG	Unit Price Amount	$75.00
DRUGS - SUCCINYLCHOLINE 20MG	Unit Price Amount	$75.00
DRUGS - THIAMINE 100 MG	Unit Price Amount	$39.80
DRUGS- Fentanyl citrate IV	Unit Price Amount	$75.00
DRUGS -NITROGLYCERIN TAB/SPRAY	Unit Price Amount	$35.00
DRUGS-SODIUM BICARB 8.4% 50mEq	Unit Price Amount	$75.00
EKG - ELECTRO PADS DISPOSABLES	Unit Price Amount	$28.00
EKG - PAPER STRIPS DISPOSABLES	Unit Price Amount	$3.00
EKG "UNILEAD" 12 LEAD ELECTROD	Unit Price Amount	$70.00
EMESIS BASIN / BAG	Unit Price Amount	$9.00
ENDTIDAL CO2 MONITOR-DETECTOR	Unit Price Amount	$75.00
ET STYLET - ADULT	Unit Price Amount	$11.00
ET STYLET - CHILD	Unit Price Amount	$11.00
ET TUBE	Unit Price Amount	$28.00
ET TUBE TAMER - ADULT	Unit Price Amount	$3.00
ET TUBE TAMER - CHILD	Unit Price Amount	$3.00
EXTRA ATTENDENT	Unit Price Amount	$75.00
GLOVES DISPOSABLES	Unit Price Amount	$7.00
GLUCOMETER	Unit Price Amount	$40.00
GLUCOSE MISC SUPPPLIES	Unit Price Amount	$29.00
GROUND MILEAGE	Unit Price Amount	$35.00~~$25.00~~
IMMOBILIZATION - BACKBOARD SPL	Unit Price Amount	$100.00
IMMOBILIZATION - C-COLLAR	Unit Price Amount	$75.00

	Unit Price	
IMMOBILIZATION - HEAD BLOCKS	Amount	$50.00
	Unit Price	
IMMOBILIZATION - SPIDER WEBING	Amount	$25.00
	Unit Price	
IMMOBILIZATION PROCEDURE	Amount	$150.00
	Unit Price	
INTRAOSSEOUS NEEDLE	Amount	$150.00
	Unit Price	
INTUBATION	Amount	$150.00
	Unit Price	
IV - 10 GTTS MACRO SET	Amount	$30.00
	Unit Price	
IV - DRIP SET	Amount	$30.00
	Unit Price	
IV - LACTATED RINGERS 1000ML	Amount	$75.00
	Unit Price	
IV - SALINE FLUSH 10CC	Amount	$15.00
	Unit Price	
IV - START KIT	Amount	$75.00
	Unit Price	
IV - VENIGARD	Amount	$15.00
	Unit Price	
IV - VENIGUARD	Amount	$20.00
	Unit Price	
IV ADMIN SET	Amount	$49.50
	Unit Price	
IV PUMP	Amount	$75.00
	Unit Price	
IV SUPPLIES AND CATHETER	Amount	$175.00
	Unit Price	
KERLEX	Amount	$25.00
	Unit Price	
LEUR LOCK	Amount	$25.00
	Unit Price	
MAC/LARYNGOSCOPE BLADE-ALL SZS	Amount	$25.00
	Unit Price	
Midazolam hydrochloride 1MG	Amount	$75.00
	Unit Price	
NASAL INTUBATION KIT	Amount	$75.00
	Unit Price	
NEBULIZER	Amount	$28.50
	Unit Price	
NEBULIZER MASK	Amount	$40.00
	Unit Price	
NEEDLE 18G - 22G	Amount	$20.00
NON-COVERED MILEAGE	Unit Price	$35.00~~$25.00~~

	Amount	
	Unit Price	
NON-REBREATHER MASK	Amount	$45.00
	Unit Price	
NON-REBREATHER MASK	Amount	$45.00
	Unit Price	
NPA (NASAL PHARIYNGAL AIRWAY)	Amount	$20.00
	Unit Price	
O2 TUBING	Amount	$8.00
	Unit Price	
ONDANSETRON HYDROCHLO INJ 1MG	Amount	$36.00
	Unit Price	
OPA (ORAL PHARIYNGAL AIRWAY)	Amount	$6.00
	Unit Price	
OXYGEN	Amount	$75.00
	Unit Price	
OXYGEN MASK/NASAL CANNULA	Amount	$50.00
	Unit Price	
PILLOW DISPOSABLES	Amount	$10.00
	Unit Price	
PULSE OXIMETRY	Amount	$30.00
	Unit Price	
RAPID SEQUENCE INDUCTION	Amount	$150.00
	Unit Price	
RATE FLOW EXTENSION SET	Amount	$75.00
	Unit Price	
RETURNED CHECK FEE	Amount	$25.00
	Unit Price	
ROTOR	Amount	$27,500
	Unit Price	
ROTOR MILEAGE	Amount	$250.00
	Unit Price	
Special Care Transport (SCT)	Amount	$2,000.00
	Unit Price	
SHEETS DISPOSABLES	Amount	$16.50
	~~Unit Price~~	
~~SPECIALTY CARE TRANSPORT~~	~~Amount~~	~~$1,050.00~~
	Unit Price	
STERILE - 4X4 OR 2 X 2	Amount	$12.10
	Unit Price	
SUCTION - AIRWAY MAINT	Amount	$30.00
	Unit Price	
SUPERGLOTIC AIRWAY	Amount	$150.00
	Unit Price	
SYRINGE 1CC - 10CC	Amount	$15.00
	Unit Price	
TRAUMA CONTROL PROCEDURE	Amount	$150.00

TREATMENT / NO TRANSPORT	Unit Price Amount	$50.00
VACUTAINER HOLDER	Unit Price Amount	$5.50
VACUTAINER LUER ADAPT / NEEDLE	Unit Price Amount	$5.50
VENT - SINGLE USAGE CIRCUIT	Unit Price Amount	$50.00
VENTILATOR AIRWAY MAINTANCE	Unit Price Amount	$100.00
WAITING TIME 1/2 HR INCREMENTS	Unit Price Amount	$50.00
WC MILEAGE	Unit Price Amount	$3.00
WHEELCHAIR BASE	Unit Price Amount	$20.00
	Unit Price Amount	
	Unit Price Amount	
		$25,000
Fixed Wing	EMS	
Fixed Wing Mileage	DEDICATED SPECIAL EVENT Services	$250.00
	Unit Price Amount	
	Unit Price Amount	
MICU Ambulance		$140.00
ALS Ambulance	Unit Price Amount	$125.00
BLS Ambulance	Unit Price Amount	$118.00
EMT-Paramedic	Unit Price Amount	$45.00
EMT-Advanced	Unit Price Amount	$37.50

EMT-Basic	$30.00

* If patient is pronounced dead at the scene of an incident after the ambulance is called, charges will be limited to base rate and any supplies used at the scene.

SEC. 50-97. -RECORDS REQUIRED.

~~The registrant licensee shall keep t~~True and accurate records of ~~its~~ activities in the City shall be kept as required by local, state, and federal law, ~~and its E.T.J.,~~ including the following:

(1) The number of emergency calls made;

(2) The name of the person requesting emergency service, and the location thereof;

(3) The time that the call was received, the time that the ambulance was dispatched and the time of arrival at the destination (the response time);

(4) The nature of the call; and

(5) The charges made for the call.

SEC. 50-98. - CITY'S RIGHT OF INSPECTION.

The City reserves the right to periodically inspect each and every registrant ~~licensee~~, including inspection of all permits, licenses, certificates, records, and equipment of registrant ~~licensees~~ to ensure that all requirements of this division are being met, that the equipment provided meets all legal requirements, and to ensure that the personnel operating ambulances and rendering service hold current valid certifications issued by the state department of health and are properly trained in the operation of the ambulance, the use of all equipment and the performance of all required procedures.

SEC. 50-99. RESERVED RIGHTS OF CITY.

The City reserves the right to grant an exclusive contract, enter Interlocal Agreements and Mutual Aid Agreements, for emergency ambulance service for such period of time as it deems necessary to a qualified registrant ~~licensee~~ upon terms and conditions to be agreed upon between the parties, subject to the requirements and conditions of this division. If so designated, only the City EMS Department or its Designated ~~911~~ ~~P~~provider

shall respond to ~~911~~ emergency calls. ~~The City also reserves the right to render emergency ambulance service with its own equipment and personnel.~~

~~SEC. 50-100. SUBSIDY BY CITY TO LICENSEE.~~

~~In the event the City enters into an exclusive contract for emergency ambulance service, the City may pay a subsidy to the ambulance service provider as part of such contract.~~

SEC. 50-100~~1~~. ASSUMPTION OF RISK, INDEMNITY OF CITY.

The registrant ~~licensee~~, as a condition of the issuance of a registration ~~license~~ under this division, agrees to assume all risks incident to or in connection with the operation of an ambulance service within the City and its extraterritorial jurisdiction, and agrees to be solely responsible for all accidents, injuries, or damages of whatever nature to persons or property caused by or resulting from the registrant's ~~licensee's~~ operation. The registrant ~~licensee~~ shall indemnify and hold harmless the City, its officers, ~~agents~~agents, and employees from any and all claims, suits, losses, damages, liens, or injuries to persons or property of whatever nature arising directly or indirectly from the registrant's ~~licensee's~~ operation.

SEC. 50-101. UNLAWFUL OPERATIONS AND PROHIBITED ACTS.

It shall be unlawful for any person to intentionally or knowingly:

A. Follow any police car, ambulance or fire apparatus which is responding to an emergency call on the streets of the City.

B. Solicit on the streets of the City the business of transporting injured or sick persons.

C. Intercept any communication concerning emergency incidents within the City and divulge or publish the existence, contents, substance, purpose, effect or meaning of such intercepted communication and no such solicitor, owner or person, not being entitled thereto, shall receive or assist in receiving any such message emanating through the radio medium of the EMS, Police, or Fire Department for his own benefit or for the benefit of another solicitor, owner, operator, or person in the business of furnishing ambulance service.

D. Use on a vehicle a siren and/or emergency warning light(s) without prior authorization by the City EMS Chief, unless on an emergency run.

E. Use a uniform, insignia, badge, title, identification card, or vehicle marking for the purpose of identification to the public or others as an authorized provider of emergency medical services without prior approval from the City EMS Chief.

F. Operate or cause to be operated an ambulance on any street of the City or provide ambulance standby services at any location within the City without first having registered in accordance with this Ordinance or unless exempted therefrom by the provisions of this Ordinance.

G. Operate a private ambulance or use any equipment in providing private ambulance service that fails to comply with all minimum safety and equipment

standards for a basic life support vehicle by the Emergency Medical Services Act (Chapter 773, Texas Health and Safety Code), as amended, or by any rule or regulation promulgated under that act.

H. Sell or attempt to sell any plan including subscription to provide any ground ambulance services within the City limits which are not allowed by this Ordinance or any applicable law. ~~What about ETJ??~~

I. Request the services of any ambulance which is not registered in accordance with the provisions of this Ordinance or exempted therefrom by the provisions of this Ordinance.

J. Give false information to induce the dispatch of an ambulance or helicopter rescue unit.

K. Give false information on applications for private ambulance registration.

SEC. 50-102. ENFORCEMENT; PENALTY FOR VIOLATION; INJUNCTION AND OTHER REMEDIES.

(1) Pharr Police Department Officers may assist in the enforcement of this Ordinance. A police officer, upon observing a violation of this Ordinance or the rules and regulations established by this Ordinance, may take necessary enforcement action to ensure effective regulation of private ambulance service.

(2) Any person, company, ~~registrant~~registrant, or emergency service provider who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and each day the violation continues shall be a separate offense. Each offense shall be punishable by a fine not to exceed Five Hundred ($500.00) dollars.

(3) Any person, company, registrant, or emergency service provider who violates this Ordinance may have its registration cancelled by the City Manager on recommendation of the EMS Chief or his or her designee.

(4) The City Manager may enforce this Ordinance through injunctive relief and any other relief in a court of competent jurisdiction.

(5) This section shall not serve to limit any other remedies available to the City in law or equity.

~~(5)~~(6) Any registrant cancelled under this section may not reapply for registration for a period of six months.

~~Any person, company, registrant licensee or emergency service provider who knowingly violates any provision of this chapter may be fined no more than $1,000 per violation or have its license registration canceled by the City Manager on recommendation of the Fire EMS Chief or his or her designee. In addition to the above, the City may enforce this chapter through injunctive relief and any other relief in a court of competent jurisdiction.registrant~~

SEC. 50-103- MONTHLY REPORT REQUIRED

Registrants ~~Licensees~~ shall file a monthly written report to the EMS ~~Fire~~ Chief or his or her designee within ten days after the last day of each month, setting forth the date and time of each emergency call, the origin thereof, the address where such call was made, the place where such user was delivered, the elapsed time between receipt of call and completion of service.

SECTION 20: REPEAL OF CONFLICTING ORDINANCE

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 21: SEVERABILITY

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

SECTION 22: PUBLICATION; EFFECTIVE DATE

The ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.~~The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect upon its passage.on May 5, 2021.~~

~~PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 20____.~~

~~CITY OF PHARR, TEXAS~~

~~Ambrosio Hernandez~~
~~MAYOR~~

~~ATTEST:~~

~~_____~~

~~HILDA PEDRAZA, CITY CLERK~~

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2021.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____

IMELDA BARRERA, ASST. CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the ____ day of _____, 2021.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____

IMELDA BARRERA, ASST. CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2021.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA BARRERA, ASST. CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: September 26, 2022
MEETING DATE: October 3, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on Ordinance adopting Grants Management Policies and Procedures Manual *(3rd and Final Reading)*. **This item supports SG - Sound Governance and Fiscal Transparency.**

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Grants Management Policies and Procedures Manual.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 9/26/2022
Cynthia Garza	Approved - 9/26/2022
Patricia Rigney	Approved - 9/26/2022
Anali Alanis	Approved - 9/28/2022
City Management Office	Final Approval - 9/30/2022

ORDINANCE NO. O-2022-__

AN ORDINANCE, PROVIDING FOR THE DELEGATION OF THE DUTIES OF THE CITY MANAGER AS GRANTS MANAGEMENT; ADOPTING THE CITY OF PHARR GRANTS MANAGEMENT POLICIES & PROCEDURES MANUAL AS THE AUTHORITATIVE GUIDE TO GRANTS MANAGEMENT; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

Section 1: The City Manager or his designated representative shall act as Grants Management agent for the City of Pharr. These grant management policies and procedures manual outline the administrative Standard Operating Procedures (SOPs) with respect to grants and related activities for the City of Pharr (the "City").

This grant management policies and procedures manual aims to develop, implement, and maintain meaningful grant oversight and coordination for the City, thereby increasing grant-related revenues, limiting the City's exposure to grant-related legal liability, and improving the efficiency and impact of programs and services funded through grants. Regulations for grants the use of grant funds outlined in this manual shall apply to all activities financed by any funds for which the City of Pharr has grantee responsibility, including state, federal, or private grants, unless the terms of the said grant require differently. Therefore, the City of Pharr shall adopt such rules and regulations as they deem necessary governing requisitions and business transactions between themselves and the City's department heads, officers, and employees.

SECTION 2: REPEALING CLAUSE. This Ordinance and the attached grants management policies and procedures manual shall be enforced and applied to all personnel and agents of the City of Pharr and vendors. This Ordinance shall incorporate herein all other ordinances that exist in the Pharr Code of Ordinances not in direct conflict with this Ordinance as such are hereby abolished and repealed to the extent of the

conflict, and this Ordinance shall supersede any provisions in conflict herewith. All other provisions of the above-described Ordinance shall remain in full force and effect.

SECTION 3: SEVERABILITY CLAUSE. The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any sections, parts, or conditions of this Ordinance.

SECTION 4: PUBLICATION, EFFECTIVE DATE. The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

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

CITY OF PHARR

_____
Ambrosio Hernandez Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

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

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

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

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

CITY OF PHARR

GRANTS MANAGEMENT
COMMUNITY DEVELOPMENT
DEPARTMENT

POLICIES & PROCEDURES MANUAL

ROBERT GARCIA, BS, MS
GRANTS MANAGER

ADOPTED DATE:_____

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1. Introduction

This Grants Management & Community Development (GMCD) manual ensures that we comply with both fiscal and programmatic accountabilities of Federal and State or local funds, property, and other assets awarded to the City of Pharr with efficiency and effectiveness.

The City considers the term grant to include the following funding streams:

- Competitive (Discretionary) Grants
- Block Grants or Formula Grants
- Continuation of any grant type
- Cooperative Agreements and Contracts
- Earmarks
- Reimbursement programs
- Foundation Grants
- Corporate Grants

This manual is designed to assist City of Pharr personnel throughout the lifetime of a grant, including identifying a grant funding opportunity, applying for a grant, accepting a grant, tracking a grant, and closing out a grant. These policies and procedures provide City of Pharr personnel a framework to maximize grant award benefits and minimize waste, confusion, and non-compliance by ensuring that grant-related activities are consistent with the City's 2025 strategic priorities.

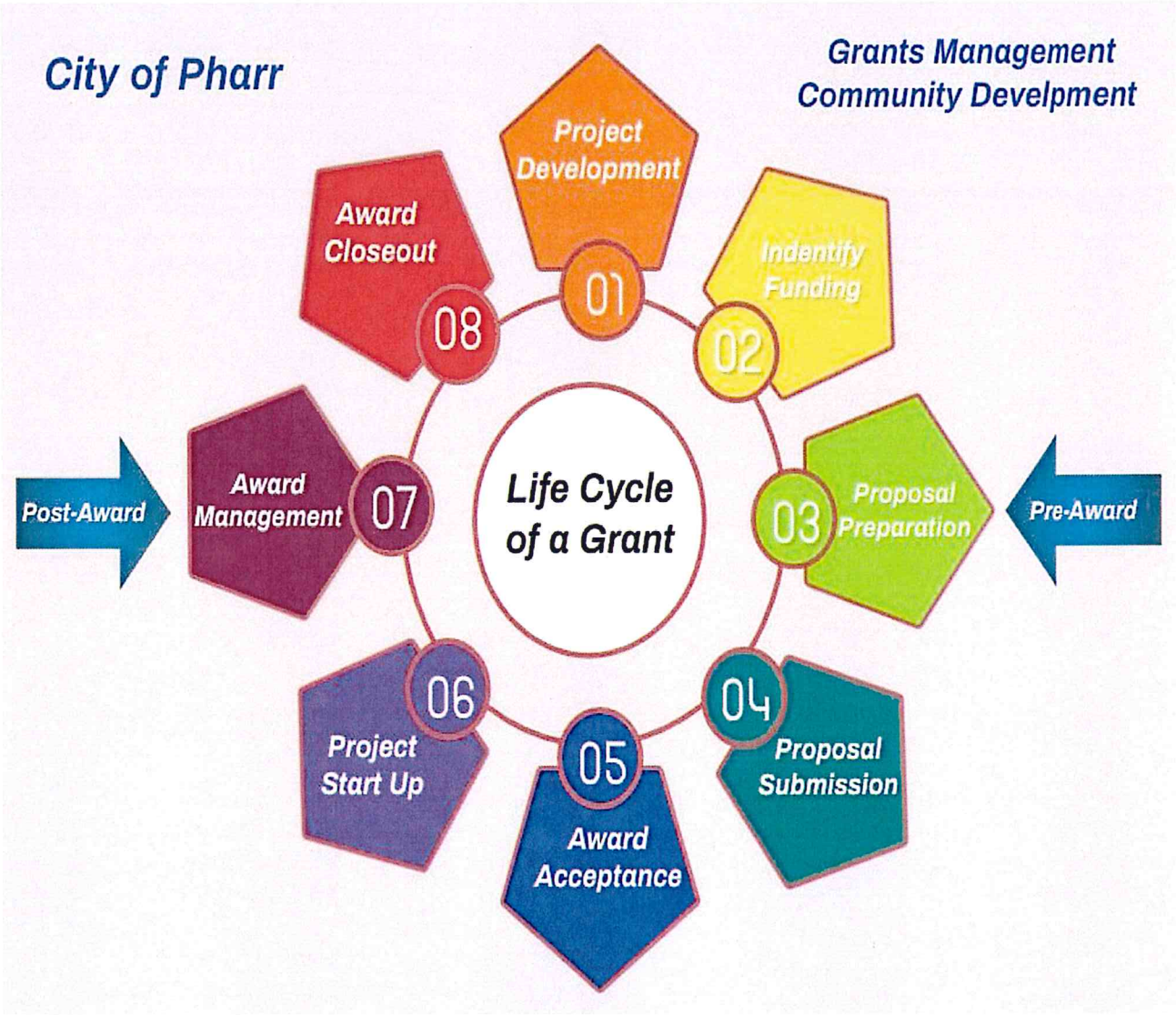
The general information provided in this document is based on multiple sources. For more specific information, consult the grant application and regulations. For expenditures, all applicable City of Pharr policies and procedures, administrative directives, and procurement code provisions are to be followed. Grant funds received by the City of Pharr (henceforth the City) support essential programs and services that the City provides to the community. These funds allow the City to extend pre-existing services, introduce new initiatives, gain technological advances, and subsidize programmatic staffing. Grant funds are dispersed throughout the City and impact various efforts, including homeland security, economic development, social services, public safety, recreation, and infrastructure improvement and maintenance, among others.

2. Resources for Finding Grants

Many different search engines are dedicated to finding grant-funded opportunities, but few are available without a paid subscription. For free resources that City of Pharr personnel can access to identify grant-funded opportunities, please see section 13 below (Useful Grant Management Links). Whenever searching for grants, City of Pharr personnel should be aware of eligibility requirements and deadlines. Eligibility requirements may include population size, demographics, or geographic location. The Grants Manager or Senior Leaders (SL) can also assist any City of Pharr personnel in finding appropriate grant opportunities to support program needs. Because grant funding allows the City to leverage local public funds to extend and enhance its services to the community, the impact of grant funding upon the community is significant. So too, should be the process that governs it.

3. Applying for a Grant

a. *The Lifetime of a Grant Award Flow Chart*



b. *Intent to Apply for Grant Form and Budget Worksheet*

Once a grant opportunity has been identified whether the City of Pharr status is the primary agency, a sub-recipient, or some other status, the potential Program Manager must submit the Grant Information Form (GIF) **(Attachment B).**

The purpose of the "GIF" is to:

1. Solidify the department's objectives and commitment to the process when seeking a unique grant opportunity.
2. Ensure that the City of Pharr has the current budget capacity to accept the award if granted.
3. Verify that the project and grant possibility align with the City of Pharr's goals and objectives.

The Grant Information Form (GIF) is required before submitting any grant application to the grantor agency. The Grants Management Community Development Department can assist any potential City Department Director in initiating this process. A flow-chart showing the steps of grant initiation is below:

Grants Management Community Developmet Department

10 STEPS
Grant Initiation Process

4. Roles and Responsibilities

The following guidelines identify the roles and responsibilities of City of Pharr personnel involved in administering externally funded grant awards. The Grants Manager and the Finance Department are available to answer any questions concerning grant proposal preparation, submittal, award, documentation, grant amendments, or other changes.

A. Grant Manager

The Grant Manager is the subject matter expert for the grant-funded project or program. Thus, is the primary person responsible for granting programmatic activities as authorized by the grant agreement. The Grant Manager has the responsibility to oversee administrative and financial activities of the grant award. The Grant Manager must comply with the terms and conditions of the grant award.

<u>Grants Manager and recipient Department responsibilities:</u>

1. Assist with grant proposal preparation, emphasizing the technical and budgetary components.
2. Reconcile and close expired grant fund accounts and contracts on the City of Pharr financial system within 90 days of the grant end date to close out the grant.
3. Reconcile any grant fund deficits with the Finance Department and Department Head.
4. Track grant fund expenditures to ensure they do not exceed the grant budget.
5. Comply with all reporting requirements as defined by the funding source and the City of Pharr.
6. If equipment is purchased using grant funds and subsequently the Department would like to sell or discard the equipment, the Grants Manager must first request permission from the grantor agency and the Finance Department. Once sold or discarded, the Grants Manager must notify the Finance Department and the grantor agency to remain in compliance.
7. Oversee and communicate with contractors/subcontractors/consultants to ensure that they remain compliant with the terms of the grantor agency regarding expenditures and allotted time.
8. Include required terms of grant in contract with contractors/subcontractors/consultants following the City of Pharr procurement code guidelines.
9. Modify the project scope and budget as needed to accommodate the grantor agency.
10. Notify the Department Head, Grants Manager, and Finance Department about project scope or budget changes.
11. Assist the Finance Department with the resolution of over-expenditures.
12. Ensure that the Grants Manager receives a copy of any reports or correspondence with the grantor agency.

B. Department Heads

The Department Head has programmatic and fiscal responsibilities for a designated department. They are the individual who supervises staff members who serve as grant Program Directors, Project Coordinator, or designee.

Senior Leaders (SL)-Department Head responsibilities:

1. Direct staff interested in applying for grant funding to submit the Intent to Apply for a Grant Information Form (GIF) includes the Grant Budget Worksheet (Attachments A) submitted to Grants Management Community Development Department.
2. Approve/disapprove the application request.

If the Department Head approves the GIF intent to Apply for a Grant, the Department Head shall:

1. Review applications involving subcontracts, matching commitments, and other variables affecting the City of Pharr's commitment to the grant.
2. Ensure the budget is adequate relative to the project scope and its justification is appropriate.
3. Verify cost-sharing through contributed effort is appropriate or those cost-sharing dollars are available and documented.
4. Ensure the project aligns with the department and the overall city's strategic goals.

C. Finance Department and Grants Manager

The Finance and Grant Management Department provides approval for Intent to Apply for Grant applications. Finance also oversees grant award budgets and guides matching requirements. The Grants Manager is the primary person responsible for providing coordination and monitoring of grant awards. In addition, the Grants Manager is responsible for ensuring that the City of Pharr grants management and compliance program is current and effectively fulfills the compliance requirements of the City's administrative policies and external grantor agencies.

Finance and Grant Management Department Responsibilities:

1. Assist City of Pharr personnel with grant proposal preparation, emphasizing the grant stipulations and compliance components.
2. Support grant seeking opportunities that Department Heads recommends.
3. Review GIF and recommend further approval by the City of Pharr Manager's Office.
4. When matching is required, the Finance Department will assist the Grant Manager in identifying an appropriate match.
5. Review and recommend approval/disapproval of a proposed grant budget.
6. Assist the Program Manager with grant fund appropriation.
7. Establish an appropriate accounting structure within the City of Pharr financial system to support and track grant fund expenditures.
8. Prepare annual inventory reports on capital assets purchased using grant funds.
9. Assist in preparing an itemized budget and justification.
10. Assist in modifying a grant award budget in compliance with the grantor's policies.
11. We will keep record retention of grant awards on files as per grants terms and conditions.
12. In conjunction with the Program Manager, prepare financial and activity reports.
13. We will ensure the assigned grant project designee comply with all grant requirements.
14. Provide guidance in the pursuit of grant award changes as needed by the City of Pharr and assist in securing prior approval from the grantor agency for modifications to the award budget and requests for no-cost time extensions.

Annual Audit

The City of Pharr external auditor performs an audit annually. This audit assesses the City of Pharr's financial systems. The audit is completed to assure that City of Pharr's financial transactions are executed following federal and state laws and regulations and makes recommendations to increase the efficiency and effectiveness of City of Pharr operations.

The Finance Department is responsible for coordinating annual federal and state **Single Audit Act** audits with the grants department.

D. Legal Department

The Legal Department provides legal advice to the Mayor and City of Pharr Council, and all City of Pharr Departments. The department also assists City of Pharr personnel with writing ordinances and council resolutions, reviewing and preparing grant agreements for signature by authorized officials, and drafting and negotiating contracts, settlements, and other documents pertinent to grant awards.

5. Important Federal Guidelines

A. Federal Spending Guidelines

In 2013, the U.S. Office of Management and Budget (OMB) published final guidance in the Federal Register entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). This Uniform Guidance supersedes and combines the requirements of eight previous OMB Circulars (A-21, A-50, A-87, A-89, A-102, A- 110, A-122, and A-133) with the intent to streamline the federal grant-making and monitoring process to ease the administrative burden for grant applicants and recipients and to reduce the risk of waste, fraud, and abuse. The Uniform Guidance is located in Title 2, Part 200 of the Code of Federal Regulations (CFR).

State and local governments need to take appropriate steps to comply fully with the Uniform Guidance, which sometimes differs in subtle but important ways from previous guidance. We must comply with 2 CFR Part 200 and federal cost accounting standards, and the following principles must be considered when charging costs to projects funded with federal or federal flow-through monies (flow-through, or pass-through, monies are federal funds awarded through a non-federal entity):

Direct Costs

Direct costs have been included in the proposal budget and are directly attributable to the expenses necessary to fulfill the project's objectives. Essential direct costs allowable on grant awards are those that have been budgeted and approved via the award proposal process. Direct costs may include without limitation:

- Salaries and fringe benefits of Grant's Manager, other technical personnel, and other workforce members as allowed per guidelines
- Capital equipment
- Project-related supplies and materials as allowed per guidelines
- Long-distance telephone charges
- Travel costs
- Contractors/Subcontractors/Consultants expenses
- 2% Administrative Cost Charge Per Grant Program - Overall program management, Preparing program plans, budgets schedules, and related amendments; Monitoring of programs, projects, such as program specific accounting, auditing or legal activities. (see 2 CFR §200.413 (c).

Indirect Costs

Indirect costs are generally shared among projects to support the general operations of the City of Pharr and, therefore, cannot be directly attributable to a single project. If the grantor agency permits indirect costs, then Grant Manager should negotiate the indirect cost rate with the grantor agency or accept the 10% default rate. Indirect cost negotiations will be overseen by the Finance Department or may be defined by an Indirect Cost Plan. Indirect costs may include without limitation:

- Clerical and administrative salaries and fringe benefits
- Postage (including commercial delivery services such as FedEx and UPS)
- Basic telephone service (i.e., monthly phone service)
- General-purpose office supplies (e.g., copier paper, ink cartridges, etc.).
- Software purchased for general purposes, e.g., Microsoft Office suite
- Subscriptions and Individual memberships

Cost Accounting Standards (CAS) Exceptions

The organization generally handles cost accounting standards (CAS) exceptions as indirect costs. Still, it may be necessary and reasonable to charge a grant award as a direct cost due to its specific nature. CAS exceptions must be specifically identified in the original grant proposal budget or receive prior approval from the grantor agency's manager before they are charged against a project.

Types of Cost Accounting Standards exceptions that may be considered include:

- **Clerical and Administrative**
  Individuals whose salaries are paid from a federal granting agency project must have responsibilities specifically associated with the work of the federal granting agency project.

The specific association requirement may be satisfied by unusually high levels of administrative activity associated with large and complex projects. Eligible responsibilities include coordinating financial activities for multiple projects core units, coordinating meetings amongst project participants, special reporting, etc. In addition, the clerical and administrative salaries must support a significant project or activity. A large project would include large complex programs that entail assembling and managing teams from City of Pharr departments and outside entities.

- **Postage and Commercial Carrier Charges**
  Should be restricted direct charges for postage or commercial carrier services (i.e., UPS, FedEx) to projects with a high demand for these items as described in the budget justification narrative.

- **Basic Telephone**
  Basic telephone charges may be directly charged to major projects/activities that can justify it as essential. However, all toll calls are allowable as a direct cost.

- **General Office Supplies**
  Direct charging of general office supplies should be restricted to projects with an exceptionally high demand for these items as described in the budget justification narrative.

B. Federal Financial Assistance Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) require for each Federal award of $25,000 or more that OMB create a searchable, no-cost, publicly accessible website (http://usaspending.gov/) that includes basic information about the recipient and the project being funded. In addition, FFATA was amended by the Government Transparency Act of 2008 (Public Law 110-252), requiring recipients to report certain information about themselves and their first-tier sub-recipients for awards obligated as of October 1, 2010. The Program Manager must file an FFATA sub-award report by the end of the month following the month in which the Program Manager awards any sub-grant > $25,000.00. In addition, the Transparency Act requires a manager to provide, for their DUNS number and the DUNS number of their sub-awardee(s), the names and total compensation of the five most highly compensated officers of an award or sub- awardee, if in the preceding fiscal year:

(1) Received 80 % or more of its annual gross revenues in Federal awards and $25,000,000.00 or more in annual gross revenues from Federal awards; and (2) the public does not have access to this information about the compensation of the senior executives of the award or sub-award through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

C. Important Federal Guidelines Regarding Construction Projects

It is the responsibility of the Program Manager and the recipient department to ensure compliance with the following federal requirements involving construction-related projects; however, the

Grants Manager is available for assistance with these requirements. The Program Manager and department(s) should plan accordingly to ensure that adequate time, funding, and staffing are available to carry out these additional responsibilities. These federal regulations/requirements will be communicated to all contractors/subcontractors/consultants that are funded through a grant award.

Davis-Bacon Act

The Davis-Bacon Act of 1931 is a federal law that requires contractors to pay wages to laborers and mechanics at a rate not less than the prevailing wages. All federal government construction contracts, and most contracts for federally assisted construction > $2,000.00, must include provisions for paying on-site workers no less than the locally prevailing wages and benefits paid on similar projects. Additionally, under the Contract Work Hours and Safety Standards Act, as amended, federal government construction contracts or federally assisted construction > $100,000.00 must compensate on-site workers 1.5x regular pay for all hours worked over the standard 40-hour workweek.

Uniform Relocation Assistance Act

The Uniform Relocation Assistance Act (a.k.a. Uniform Act) of 1970 is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displacement of persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federally funded projects.

When conducting a program or project under the Uniform Act, must address the specific legal responsibilities to affected property owners and displaced persons. Must be considered the following before property acquisition:

For Real Property Acquisition:

- Appraise property before negotiations.
- Invite the property owner to accompany the appraiser during the property inspection.
- Provide the owner with a written offer of just compensation and a summary of what is being acquired.
- Payment for the property before possession.
- Reimburse expenses resulting from the transfer of titles such as recording fees, prepaid real estate taxes, or other costs.

For Residential Displacements:

- Provide relocation advisory services to displaced tenants and owner-occupants.
- Provide a minimum 90 days written Notice to Vacate before requiring possession.
- Reimburse residents for moving expenses.
- Provide payments for the added cost of renting or purchasing comparable replacement housing.

For Non-residential Displacements (businesses, farms, and nonprofits):

- Provide relocation advisory services.
- Provide a minimum 90 days written Notice to Vacate before requiring possession.
- Reimburse for moving and re-establishment expenses.

6. Writing the Proposal

a. *Developing a Competitive Grant Proposal*

Assistance and guidance by the Grants Manager can be provided to any grant designee or department when preparing a grant proposal. The degree to which the grant designee wants assistance through the grant writing process will be determined and communicated to the Grants Manager. Successful grant writing includes the following:

1. Grant requires careful planning and time; therefore, we need 20 working days to prepare.
2. Searching for data and resources to support the grant proposal
3. Clear and concise language, careful to exclude professional jargon
4. Packaging a proposal, keeping in mind the grant proposal consists of many different sections that the Program Manager must compile before submission
5. Submitting a proposal to a grantor, and then follow-up with the grantor agency to make sure that all grant components have been received and that the grant meets the technical requirements of the grantor agency.

Once the GIF has been completed and approved and grant preparation begins, the grant designee/department must have the ability to obligate the time needed for proposal completion. Meetings with the Grant Manager and other involved stakeholders should be anticipated. Preparing a compelling and competitive grant proposal may involve research, interdepartmental collaborations, and unexpected anomalies, requiring time commitment. It is essential to follow all guidelines as specified by the grantor agency. Read the technical procedures for grant specifications about required information and how it should be arranged. Grant dismissal due to a technicality is the most common reason why grants are rejected. Use concise, enthusiastic, and persuasive language when writing. A reasonable budget with a substantial budget justification narrative is critical to the grant package.

b. *Grant Guidelines*

Grant application guidelines identify what to include in the respective proposal, and it is critical to thoroughly read and follow the grant application guidelines. Grant guidelines typically include:

1. Submission deadlines for pre-proposals (if applicable) and final proposal packages
2. Eligibility restrictions which may include, but are not limited to population size, demographic information, and geographic information
3. Proposal format such as, page limitations, page margins, line spacing, etc.
4. Grantor agency proposal review timetable
5. Budgets and budget justification narrative guidelines
6. Funding goals and priorities of the grantor agency
7. Award ceilings (and floors), which may be dependent on population

8. Grantor agency evaluation process and criteria
9. Point(s) of contact for proposal questions/follow-up (e.g., grant designee or GMCD)
10. Any other submission requirements

c. *Submitting the Proposal*

Each grant designee and Department director's responsibility is to ensure the grant application is approved through the City of Pharr internal process (approval of GIF Attachments B) before preparing a grant proposal to an external grantor agency. The Grants Manager's responsibility is to work with the grant designee and the department to ensure the proposal is prepared for submission before the prescribed deadline. Different grantor agencies may require various signatures from the City of Pharr, which the Grants Manager will coordinate once the application is prepared for submission. Typically, the Grants Manager will be responsible for the final submission of the completed proposal. Suppose the Program Manager is submitting the proposal. In that case, the Program Manager must notify the Grants Manager and get final approval authorizing the Program Manager to submit a grant proposal on behalf of the City of Pharr.

7. Receiving and Managing the Grant Funds and Award

a. *Types of Grant Funding*

Cost-Reimbursable

Grant Manager is responsible for submitting cost-reimbursable request expenditures of grant funds are the most common types of grants received by the City of Pharr. Reimbursement is requested by the City of Pharr after expenses have been paid, which means that the City of Pharr subsidizes the project costs until the grantor agency makes reimbursement. Therefore, it is vital that appropriate charges, which are compliant with the grantor agency, are posted to the correct project fund account. That reimbursement requests are submitted quarterly or more frequently as stipulated by the grant award.

Advance Funding

Advance funding grants are structured such that the award funds are received by the City of Pharr in advance of the project being performed, completed, or before project expenditures have been made. As with cost-reimbursable grant funds, appropriate charges must be made that comply with the grantor agency requirements. The Grant's Manager should also keep in mind that any remaining unspent funds must be returned to the grantor agency. In addition, advanced funding usually requires tracking interest revenues and either applying those funds to the project or returning them to the grantor agency. These requirements are detailed in the grant agreement upon receiving the grant award. Contact the Finance Department for assistance in receiving advance funding and monitoring interest earnings.

Fixed Price

These are grant awards where the grantor agency pays the City of Pharr a set amount to fulfill a project. The City of Pharr receives the total award amount regardless of whether all the funds are expended – if the project successfully meets the stated objectives as proposed in the grant application. Requiring fixed-price grant awards is the same as cost-reimbursable grant awards,

except they do not need a detailed listing of expenditures and are typically reimbursed in fixed increments, with final payment received once all deliverables have been submitted approved by the grantor agency.

b. Grant Agreements and City of Pharr Council Approval

Upon receipt of a grant award, if there is an accompanying grant agreement that requires City of Pharr Council approval, the Grants Manager and Department Director are responsible for sending the City of Pharr Council agenda materials to the City of Pharr Clerk's Office for inclusion in an upcoming Council agenda. The Legal Department will review the grant agreement and materials to comply with applicable laws and internal policy.

After the Council accepts the grant award and approves the grant agreement, two or more original copies of the grant agreement (one for the City of Pharr and the number required by the grantor agency) will be sent by the Grants Manager the grantor agency for complete execution.

Upon receipt of the fully executed grant agreement from the grantor agency, one signed copy is routed to the Program Manager, and one signed document is retained by the Grants Manager in the Finance Department. In addition, the Finance Department or GMCD accountant will generate a grant fund account and record the itemized budget for the expenditure of grant funds. The grant proposal and grant agreement will be filed in the GMCD Department and will be retained for three years following the final fiscal year of the close-out of the grant.

c. Award Setup

Once the City of Pharr Council approves the grant agreement, the funds have been appropriated, and the Grant Agreement Checklist (Attachment C) (see subparagraph (e) below) is completed, a grant award will be established in the City of Pharr Grant Database. Additionally, the Finance Department will set up a unique project number/grant fund account. The project/grant number is a critical number used when charging expenditures to a grant award. Finally, the Grants Manager will finalize the award set-up upon receipt of a fully executed grant agreement, releasing the project and award for spending.

Unless the grantor agency has authorized pre-spending, spending, or encumbering eligible grant funds is prohibited until full execution of the grant agreement is complete. Without prior approval, expenditures made before full grant agreement execution has been completed will be ineligible for grant reimbursement and transferred to the department's general fund account.

d. Establish the Grant Files

Upon receiving the award, an individual grant file for each grant award. At a minimum, must contain the following documents in the grant file:

1. Grant proposal/application
2. Grant award letter/executed agreement
3. Grant Agreement Checklist (Attachment C)

4. All modifications to the grant award, i.e., continuations, supplements, modifications
5. Council agenda items and resolution(s)

6. Budget amendments/transfers
7. Purchase orders and expenditure documentation
8. Contractor(s)/Subcontract(s)/Consultant(s) contracts (if applicable)
9. Reimbursement requests
10. All reports, including, but not limited to technical, progress, and final reports
11. Property records (and disposal records if applicable)
12. All written documentation pertaining to the grant, including correspondence, emails, notes, and phone log if applicable

g. The Grant Agreement Checklist

The Grant Agreement Checklist (Attachment C) will monitor and notify processes throughout the grant's lifetime. The Grants Manager initially prepares the checklist and then submitted to the Program Manager and the respective department for completion. The Grants Manager will review the award document and develop the Grant Agreement Checklist detailing the vital requirements to fulfill the administrative needs of the grant. We will use the Grant Agreement Checklist form to:

1. Identify the Project and Grant Award Manager(s)
2. Assign the project, award numbers, and identify the source(s) of cost matching
3. Establish the source of funding and the type of grant
4. Identify the CFDA number (critical for audit purposes)
5. Provide appropriate grantor point of contact information
6. Identify any contractors, subcontracts, consultants, etc.
7. Identify key award terms and deliverables required to fulfill grant requirements
8. Establish due dates for grant deliverables and reports (i.e., progress reports, financial reports, and project close out etc.)

8. Expenditures and Collecting Revenues

The grant agreement and general grantor policies establish the requirements for charging costs to the award, reporting those costs, and requesting reimbursement. The Grants Manager and the Finance Department can assist department staff with properly expensing award funds, invoicing, drawdowns, and identifying applicable expenditure backup documentation. All these functions will be carried out using the City of Pharr financial system.

a. *Eligible Costs and Assigning Project Charges*

To be charged against a grant award, all costs must be eligible, which means they are allowable, allocable, necessary, reasonable, and directly benefit a grant-funded project. In addition, transactions must be appropriately charged to the correct grant award to avoid unnecessary expenditure transfers later. Expenditure transfers on grants are audit flags that can lead to disallowable costs.

b. *Collecting Revenue*

Most grant awards are cost-reimbursable and generally supported by the City of Pharr until grant revenues are collected. Timely invoicing is critical to ensure that the City of Pharr promptly receives grant revenue as expenses are incurred. The Program Manager and department should reconcile their costs with the Finance Department every three months or as stipulated by the grant agreement. Most (but not all) federal and state grant awards are electronically transferred lines of credit and are "invoiced" via electronic drawdown.

c. *Computing and Network Systems Relating to Grant Supported Programs*

Before purchasing any computing or network systems/infrastructure, the Program Manager will consult with and seek approval from the City of Pharr Technology Services Director. These will ensure compatibility and supportability with the City of Pharr computing and network infrastructure. This guideline applies to hardware, software, and communications technologies, including data, voice, video, image radio telemetry, and facsimile purchases.

d. *Construction/Remodeling/Repair of Facilities*

Department Directors must consult with and obtain approval from the City Manager or Finance Department before seeking funding for construction, remodeling, or repair facilities. These will ensure compatibility and supportability of the City of Pharr facilities infrastructure. In addition, if grant funding is for a construction project, the project needs to be included in the approved CIP plan.

e. *Purchase of Vehicles and Equipment Supported by Fleet Services*

Department Directors must consult with and obtain approval from the Purchasing Department before purchasing vehicles and related equipment. These will ensure compatibility and supportability of all vehicles and equipment serviced by Fleet Services for all departments.

9. Monitoring and Oversight

Every award has reporting requirements specified in the grant agreement. Therefore, it is critical that all reports, including technical and financial, are provided promptly as defined in the reporting timeframe outlined in the grant agreement. During the grant's lifetime, the Department Director and department will work with the Grants Manager on the date and type of reports needed to be submitted to the grantor funding agency. Additionally, the City of Pharr holds all personnel accountable to its code of ethics (city of Pharr Personnel Policy Manual), which it monitors through the lifetime of a grant award.

a. Expenditure Monitoring

It is essential to the overall success of a grant-funded project that grant funds are appropriated properly and accurately. Therefore, grant awards should be reconciled on a quarterly basis (or as stipulated by the grantor agency) to ensure:

1. Expenditures are allowable, allocable, necessary, and reasonable based on the terms and conditions of the grant award
2. Expenditures are reported accurately
3. Award spending is within the project time frame of the grant budget

b. Cost Transfers

Incorrectly reported charges to grant-funded projects must be fixed through journal entries processed by the Finance Department. Misdirected incurred costs to federally funded projects must be transferred from the project and charged to the correct fund account within 90 days. Failure to correct inaccurate charges within this timeframe could result in the expense being precluded from grant award reimbursement. Accurate financial reporting is essential to comply with grantor agencies and maintain a valid City of Pharr budget. The Grants Manager can address questions regarding a particular expense to ensure compliance. In addition, the Grants Manager and Finance Department will review awards to ensure the accuracy of financial transactions and compliance with grant award agreements.

c. Reporting

The grantor agency requires grant reporting to assess the progress made towards fulfilling the grant objectives. The grant agreement or a grantor agency's guidance manual will describe the types of reports needed and the report submission schedule. The grantor agency requires grant reporting to determine if the grant award follows its guidelines. Typically, grants require financial reports, technical progress reports, annual progress reports (for multi-year awards), and a final report to close out the grant.

d. Financial Reporting

The grantor agency requires financial reports as an accounting measure to ensure that reported expenses follow the grant award objectives. The report format or form that the grantor agency requires is described in the grant agreement. Depending on the award funding type, expenditure documentation may be required. Providing the appropriate expense documentation monthly or quarterly (as stipulated by the grantor agency) is essential to ensure that grant funds are accurate

and eligible for reimbursement or expenditure.
In addition, these reports are critical for reducing the risk of adverse audit reports, which could result in the return of improperly expended grant funds. Finally, some financial statements may include property reports as part of the reporting requirements and the final grant award close-out.

e. Technical/Progress Reports

In addition to the financial reporting responsibilities associated with a grant-funded project, each grantor agency requires different reporting levels outlined in the grant agreement. For example, the grantor agency may request technical/ progress reports quarterly or bi-annually (for multi-year awards). As with financial statements, some grantors may require a specific format or specific forms to be used when documenting grant activity. These will include information in the grant agreement or guidance manual provided by the grantor agency.

f. Final Reports

All financial, programmatic, and other reports must be submitted within 90 days after the grant-fund end date to close out a grant. This deadline is crucial if the grant award agreement specifically stipulates that final billing received after the 90-day deadline are unacceptable and will not be paid. The accountant will submit reports to the Grants Manager for the last review.

10. Contracting/Subcontracting/Consultants

A contract or subcontract means all types of agreements, regardless of what they may be called, for the procurement of supplies, services, or construction. Monitoring subrecipients, such as vendors, contractors, and subcontractors, is crucial for grant award compliance. Please see (Purchasing Policies & Procedures Manual) for more details on contracts and regulations.

a. Types of Contracts/Subcontracts/Consultants

Generally, a vendor agreement is issued for obtaining routine commercial services, supplies, and equipment that require no special handling or prior approvals and are issued as standard purchase orders depending on the purchase amount.

A subaward is issued when part of the grant program must be performed by an external entity with particular expertise or resources that the City of Pharr does not possess and is necessary to fulfill the overall objectives of the grant-funded project. This type of subaward requires prior approval from the grantor agency and is subject to subrecipient monitoring.

b. Subrecipient Monitoring

A contractor/subcontractor/consultant awarded a sub-award is referred to as a sub-recipient. All grant requirements and regulations placed upon the City of Pharr through the grant agreement will apply to any sub-recipient. It is the responsibility of the Program Manager and the City of Pharr to ensure subaward compliance with the grant agreement. All sub-awards issued under federal grants must contain language requiring subrecipients to fulfill the grant agreement requirements and comply with grant agency regulations.

The federal regulations that describe sub-recipient monitoring contain the following core elements of compliance:

- Advising sub-recipients of all applicable federal laws and regulations and all grant requirements and rules from the grant agreement
- Routine receipt and review of technical performance/progress reports
- Routine review of expenditures
- Periodic on-site visits and/or regular contact, if necessary.
- The option to perform audits if necessary
- Review of audit reports filed by sub-recipients and any audit findings
- Review of corrective actions cited by sub-recipients in response to their audit findings
- Consideration of sanctions on subrecipients in cases of continued inability or unwillingness to have required audits or to correct non-compliant actions

All subawards for which monitoring is required shall be reviewed regularly throughout a grant-funded year and, at a minimum, must include:

- Review of financial and performance reports submitted by the subrecipient
- Perform site visits to review records and observe operations
- Maintain regular contact and make appropriate inquiries concerning program activities

c. Procurement/Suspension/Debarment

It is the responsibility of the department receiving the grant award to ensure that any sub-awardee funded through a grant award is not prohibited from receiving federal or state funds due to suspension or debarment. A person or entity debarred or suspended is excluded from federal financial and non-financial assistance and benefits under federal grant-funded programs and activities. Debarment or suspension of a participant in a grant-funded program by one agency has a government-wide, reciprocal effect. Contact the Purchasing Department's Office to determine suspended or debarred contractors that are no longer eligible to conduct business with the City of Pharr.

d. Matching/Cost Sharing

Full grant expenditures can be recorded in the grant fund, including the match. At the end of each month or quarter, each department will be responsible for calculating the amount of City match and/or other contributions, i.e., grants, partnerships, other agency contributions. We will be allocated from the grant fund to the General Fund or Operating Fund only 460000. The grant fund will record a credit to this account, and the General Fund or Operating Fund will record a debit to the account. Monthly, but no less than quarterly, journal entries are to be entered to transfer the city match so that quarterly reports to the granting agency are stated correctly. If the grant and City match expenditures are already allocated between funds and budgeted according to the allocation, continue with the allocation. No quarterly journal entries will be needed.

Sample Journal Entries to Record City Match:

City Match Expenditures in the Grant Fund
DR: Fund 1000-division-460000-program-Grant#-Project#
CR: Fund 1000-division-101000-program-Grant#-Project#

Note: The grant number should be used in the General Fund or Operating Fund. This should only be used for match activities.

- The use of the grant number in General Fund or the Operating Fund is generally for the term of the grant.
- The grant number will allow you to run reports by grant across all funding sources, both grant funds and local match funds.
- In city of Pharr account Incode Financial System the Grant number must be entered in both the "Grant" and "Project" fields in both funds.
- The budget is to include the amount of City match required by each grant.

e. In-Kind Contributions

In-kind contributions may be in the form of services, supplies, real property, or equipment. When in-kind services or contributions are allowable as a source of matching, the in-kind (non-cash) contribution must be valued or calculated at fair market value, i.e., the amount the organization would reasonably expect to pay if it were to purchase the item. Actual costs should always be used to determine value when available. For example, donated time should be calculated at the amount the organization would pay someone to perform the work if a volunteer did not perform it.

Any shared costs or matching funds, including in-kind contributions, must meet all of the following criteria for federal awards and, as a matter of practice, should be followed for non-federal awards as well:

1. Be verifiable from the organization's records
2. May not be included as contributions for any other federal award
3. Be necessary and reasonable for accomplishment of project or program objectives
4. Be allowable under the Cost Principles of the Uniform Guidance
5. May not be paid by the federal government under another federal award
6. Must be included in the approved budget by the awarding agency

Additional guidance regarding in-kind contributions, matching, and requirements can be found in the Uniform Guidance 2 C.F.R. § 200.306.
When in-kind contributions are being used for matching requirements, the information must be thoroughly documented. The fair market value of goods and services must be documented and feasible supported by the same methods used internally. Suppose the donated services are that of an employee in their regular line of work. In that case, the services will be valued at the employee's standard pay rate plus a cost of fringe benefits, but exclusive of overhead expenses. All donated time must be documented using some form of "time and effort" reporting and may also need to be supported with payroll documentation depending upon the stipulations of the award.

f. Program Generated Income

Program Generated Income (PGI) means gross income received by the grantee directly generated by a grant-supported activity or earned only due to the grant agreement during the grant

period. Except as otherwise provided in the state or federal agency regulations, program income does not include interest in grant funds, rebates, credits, discounts, refunds, etc., and interest earned. May be used PGI in the following ways:

- Additive: PGI is added to grant funds committed to the project by the grantor agency and used to fulfill eligible project/program objectives.
- Matching/Cost Share: PGI is used to finance the match/cost share of the project or program.
- Deductive: PGI is deducted from the total project or program budget.

The Grant's Manager, Grant Accountant, or designee shall:

1. Upon receipt of program income, review the laws, regulations, and the provisions of the contract or grant agreements applicable to the program and ascertain if program income was anticipated and, if so, the requirements for recording and using program income.
2. Prepare a deposit slip (transmittal slip) to deposit funds into the City of Pharr priorities and accounts.
3. Prepare a journal to record revenue.
4. Deposit funds with the City of Finance Department or account designee.

Note: All program income must be accounted for during the lifetime of the grant award and be reported, including its use and the method by which it was used. Failure to disclose PGI may require that all PGI may be deducted from the grant budget.

g. Support of Salaries and Wages

Personnel salaries/wages/overtime/fringe benefits funded through federal grants must be based on payroll documentation standard City of Pharr policy. Must support salaries/wages of employees used to meet the match/cost-sharing requirements of federal awards in the same manner as those claimed as allowable costs under federal grant awards. The consequences of noncompliance with employee salaries/wages/overtime/fringe benefits may be the disallowance of such charges to a federal grant program.

Where an employee works on a single grant award, must support charges for the employee's salaries and wages through bi-weekly certification that the employee worked solely on that program for the period covered by the certification. Such certification must be signed by the employee or supervisor who has first-hand knowledge of the work performed by the employee.

Where an employee works on multiple grant awards, a distribution of the employee's salaries and wages must be supported by a personnel activity report that:

- reflects an after-the-fact distribution of the actual activity of the employee
- accounts for total compensated activities
- is prepared at least monthly and coincides with one or more pay periods, and
- is signed by the employee or supervisor who has first-hand knowledge of the work performed by the employee.

Certifications: Employees working 100% of the time on a single grant must certify that the

employee worked solely on that grant project. (**Attachment G Form)**

- Periodic Certification Form – It is recommended that a form is maintained at a minimum, every six (6) months of the grant period.

h. Equipment and Inventory Control

Equipment purchased with grant funds shall be used exclusively for the project or program for which it was acquired during the grant's lifetime.
The Finance Department will conduct annual inventory reports and must maintain those records for three years after the fiscal year in which they were created or as per City of Pharr policy. Therefore, equipment must be properly maintained and safeguarded.

i. Federally Funded Equipment

The federal definition of equipment is a tangible property with a useful life of more than one year and an acquisition cost of $5,000 or more. Federally funded equipment inventory must be conducted every two years. Federally funded equipment must be tracked and include:

- The item description and serial/identification number
- Sources of funding and percentage paid with federal funds
- Titleholder identification (when applicable)
- Acquisition date and cost of the property
- Equipment location, condition, and use
- Disposition data (date, sale price, etc.).

j. Federally Funded Equipment Disposition

Once equipment can no longer be used, it must be disposed of following the instructions of the federal awarding agency. Disposition will be made as follows:

- Items with a fair-market value <$5,000 may be retained, sold, or otherwise disposed.
- For items with a fair-market value >$5,000, the grantor agency has 120 days to provide the requested disposition instructions, or the item may be retained/sold. If sold, the federal agency is entitled to a percentage of the sale proceeds.
- Property ownership may be transferred to the federal agency or eligible third party.

Additional guidance regarding federal inventory control, equipment usage, or required disposition can be found in the Uniform Guidance 2 C.F.R. § 200.313.

11. City of Pharr Personnel and Subrecipient Conduct Standards

Conflict of Interest

Conflicts of interest can damage the reputation and credibility of the city. Further, the appearance of a conflict of interest can be just as damaging to the city's reputation and credibility as an actual conflict. The appearance, as well as the actuality, of any conflict of interest or breach of trust by an official or employee of the city should be avoided. Attached Form D

Definitions:
Conflict of Interest - An officer or employee of the city acting or appearing to act on behalf of someone other than the city, or in carrying out duties has or appears to have a self-interest from which a personal profit or gain is realized, or that is actually or potentially adverse to the best interests of the city. Official – Any person appointed or elected to an office, position, committee, or commission of the City of Pharr, whether or not they receive compensation.

Mandatory Disclosures

In accordance with 2 CFR §200.113, all grant proposals submitted by the City of Pharr to a federal grantor agency, pass-through entity, or other grantor agency will include a mandatory disclosures statement. In the statement, City of Pharr personnel and subrecipients associated with the grant proposal will disclose in writing any violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal grant award.

Drug-Free Workplace

All City of Pharr personnel and City of Pharr grant award subrecipients are subject to the federal policies and guidelines to maintain a drug-free workplace. If any City of Pharr personnel or City of Pharr grant award subrecipients are convicted of a drug violation in the workplace, the City of Pharr must take two actions, in accordance with 2 CFR §182.225:

(a) First, the City of Pharr must notify federal grantor agencies. The City of Pharr may learn of drug convictions through employee self-admission or through other means. The city of Pharr written notification to the federal grantor agencies must:

(1) Be in writing and include the employee's position title.
(2) Include the identification number(s) of each affected award.
(3) Be sent within ten calendar days after the City of Pharr learns of the conviction: and
(4) Be sent to every federal agency on whose award the convicted employee was working. It will be sent to every awarding official or his or her official designee unless the federal grantor agency has specified a central point for the receipt of the notices.

(b) Second, within 30 calendar days of learning about an employee's conviction, the city of Pharr must either:
(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or
(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or another appropriate agency.

Failure by any City of Pharr personnel or City of Pharr grant award subrecipient to adhere to these conduct standards will result in disciplinary action may lead up to and include termination.

12. Modifications, Extensions, or Cancellations to the

Budget or Project Scope-of-Work

During the course of a grant award's lifetime, there are times when changes are necessary to either the budget or to the project scope-of-work. Most of these changes, called grant amendments, are allowable, but it is important to follow the policies and procedures written in the grant agreement provided by the grantor agency. These changes must be pre-approved by the Finance Department and the grantor agency before they are considered eligible. Contact the Grants Manager for assistance when a change is necessary.

a. *Prior Approvals*

It is essential to get written confirmation from the grantor agency before any money is spent on items that differ from what was approved in the original budget. Project activities that deviate from those initially proposed in the grant application need to be documented and receive prior approval from the grantor agency before being implemented. Copies of any budget amendments or similar documentation affecting the grant budget will be sent to the Finance Department. The Program Manager must seek approval from the Finance Department or the City of Pharr Council, as outlined in the City of Pharr procurement code.

Most grants allow at least one no-cost time extension to complete a project, if necessary. These requests must be documented, and written approval must be received from the grantor agency, usually in the form of a grant amendment/modification. Copies of these extension approvals will be forwarded to the Grants Manager in the Finance Department.

For those grants with subawards, a contract/subcontract extension may have to go to the City of Pharr Council for approval. The Program Manager and or department should contact the Legal Department for guidance on the policies and procedures to the specific contract/subcontract. If City of Pharr Council approval is necessary, the Grants Management Community Develop department will send the required documentation to the Department Director to submit and present the agenda item. Suppose a grant must be terminated before the original completion date or returned to the grantor agency prior to project initiation. In that case, the Grants Manager must be notified so that the grant is appropriately terminated. In addition, if the grant required City of Pharr Council approval, notification to the Council might also be required.

b. *Audits & Monitoring*

(SUBRECIPIENT MONITORING)

The activities of subrecipients will be monitored, as necessary, to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.

The Grant Accountant shall provide reasonable assurance that grants are monitored and that funds are expended in ways that meet provisions of pertinent statues, regulations, agency administrative requirements, relevant OMB circulars, and the terms of the award notice, subaward or agreement. As per OMB Circular A-102 Common Rule, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Section 40 OMB Circular A-133, Section 400(d), Audits of States, local Governments, and Non-Profit Organizations. The Grant designee shall:

1. Select projects for monitoring based on risk analysis. Consideration will be given to the performance of follow-up reviews and previous recommendations.
2. Develop a monitoring tool – identify scope and objective(s); determine what monitoring techniques will best achieve monitoring objective(s).
3. Develop a monitoring schedule based on expected risk of non-compliance – determine scheduled start and completion date and an anticipated number of hours to complete review.
4. Implement a monitoring plan.
5. Notify subrecipient when they have an upcoming monitoring visit and what is expected of them.
6. At the completion of the monitoring work, document findings and recommendations.
7. Develop a letter of the results of the monitoring and any corrective actions.
8. Follow-up on non-compliance and corrective action plan within 90 days of the monitoring results letter.
9. As part of the monitoring process, ascertain that the subrecipient has received an A-133 audit if required and obtain a copy. On any findings issued on grants with the City, a management decision will need to be issued within three months after receipt of the report. Follow-up to ensure the subrecipient takes appropriate and timely corrective action to the audit findings.
10. If the subrecipient has not gotten an audit as required, follow-up and take appropriate action until the audit is completed.

(Internal Monitoring)

Preparation for an audit should begin immediately after a grant award is received by the City of Pharr. The grant designee has the responsibility for monitoring compliance with Federal and State requirements in the various departments receiving grant funding.

Specific requirements must be met when managing grant funds and activities, which are defined in the grant agreement. For example, flagged costs and activities during an audit by a grantor agency can result in the City of Pharr being required to pay back the amount of the prohibited expenses. If such an event occurs, all disallowable costs will be transferred off the grant award and onto a non-grant, non-federal award source.

OMB Circular A-133 Compliance Supplement, Part 6 Compliance with Federal and State grant requirements will be monitored as necessary to ensure controls and procedures are being followed. The grant designee shall identify the specific grants serviced by each department and assess the risk of noncompliance with grant requirements based on prior issues identified, experience of staff involved, and the complexity of the requirements. From this evaluation, the Director will determine the frequency of the required monitoring.

In the event that a City of Pharr grant-funded program is selected for audit by an external grantor agency, the Grants Manager, Finance Director, Finance Assistant Director, and City of Pharr Manager's Office must be notified:

Federal Single Audit Act

Federal audit and annual reporting requirements are contained in 2 CFR §200.501 (Audit

Requirements). Non-federal entities that expend $750,000.00 or more in a year in federal awards are required to have a single or program-specific audit conducted for that year, performed by an outside auditor. It is essential that all grant activity and any changes to the grant award are well documented to facilitate any audit. Audit findings are provided to the grantor agency, which could prompt an audit by the granting agency.

The following activities are the 14 types of compliance requirements considered in every audit conducted in accordance with 2 CFR §200.514, and are referenced throughout this manual:
1 - Activities Allowed or Unallowed
2 - Allowable Costs/Cost Principles
3 - Cash Management
4 - Davis-Bacon Act
5 - Eligibility
6 - Equipment and Real Property Management
7 - Matching, Level of Effort, Earmarking
8 - Period of Availability of Federal Funds
9 - Procurement and Suspension and Debarment
10 - Program Income
11 - Real Property Acquisition and Relocation Assistance
12 - Reporting
13 - Subrecipient Monitoring
14 - Special Tests and Provisions

Texas Single Audit Act

The Texas Single Audit Act establishes uniform audit requirements for state financial assistance and follows the same cost principles and requirements established in the Federal Single Audit Act.

Note: The city will follow-up on any audit finding or issues within 3 months to ensure corrective action has been taken. Financial and Grants Management Internal Policy Guidance Manual.

13. Grant Close-Out

A grant award is considered completed when: (1) all work funded by the award is completed, or (2) the award funding period ends. The Program Manager has the responsibility of ensuring that a continuation, supplement, or time extension is requested in a timely manner to continue the project within 45 days prior to the end of the award end-date. If at the end of the award funded period the City of Pharr has not secured a continuation, supplement, or time extension, then grant close-out must occur. Typical grant close-out occurs within 90-days of the end of the grant-funded time, when the Program Manager must reconcile all budgetary items with the Finance Department. **(Attachment D Form)**

The grant agreement identifies the grantor agency's process to close out the grant award, including record retention requirements. Grant close-out is typically composed of the following:

- Settlement of cash, and match/cost share (if applicable); committed matching funds must be expended in addition to all granted funds

- Cancellation of outstanding purchase orders
- Ending personnel payroll distribution
- Final property inventory, and disposition of property (if applicable)
- Consideration of program generated income
- Submission of all reports including the final report to close-out the grant

The Grants Manager will coordinate finalizing reconciliation of the award and closing it in the City of Pharr financial system. Once a grant is closed-out, records retention is still applicable.

Records Retention

The grantor agency's grant agreement or guidance manual will define the period that all grant records must be retained. This period is typically 5-years after the end of the grant-funded period. When determining retention requirements prior to grant document destruction, City of Pharr staff must reference the grant agreement, City of Pharr records retention schedule, and the Texas retention schedule. The most rigorous of those requirements shall apply in this case the City of Pharr is 5 years.

The City must maintain that adequately identify the source and application of funds provided for Federal grants and subgrants as well as programmatic and statistical records. These must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting must be supported by source documentation.

The Grants Management and Finance Department shall establish requirements for retention of all pertinent to all Federal and State grants awarded (i.e., HUD-CDBG program, EDA, Department of Justice etc.), and for contracts and agreements in accordance with OMB Circular A-102 and the terms of the grant agreement.

The Grant Accountant shall:

1. Obtain copies of contracts and grant agreements.
2. Establish a file for each contract and grant agreement.
3. Update files as needed. Disposition or recovery of state or federally owned assets (as distinct from property acquired under the grant), and
4. Maintain for 5-years (or required retention period of the grant agreement) after the audit or until all issues resulting from litigation, audit/audit resolution, or claims have been resolved, or the closeout of the grant whichever is longer. For example, all CDBG files must be maintained for a minimum of four years after the City's grant year close out with HUD (which may be several years after an individual grant closeout).
5. Make all financial reports available for review upon request by the awarding agency, its Inspector General, or the Comptroller General of the United States.

LEGAL REQUIREMENTS:

OMB Circular A-102 Common Rule, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Section 42.

14. Environmental Review Policy, Procedures, and Standards 24 CFR Part 58

The Grants Management Community Development Department, acting through its Grants Administrator (Certifying CDBG Manager), is responsible for the environmental review, approval, and certifications necessary to ensure compliance with 24 CFR Part 58 as follows: 1. CDBG Manager and staff shall review all environmental reviews to ensure compliance with 24 CFR Part 58 prior to submission to the Certifying Officer for certification of the Request for Release of Funds. 2. Upon the initial award of activity, the CDBG Manager, shall provide the funding recipient with environmental review requirements under 24 CFR Part 58. 3. Grant Manager shall determine the most appropriate preparation avenue to develop the environmental review based on the level of review and the capacity of the funding recipient in accordance with Environmental Preparation Standards set forth in this document. 4. If an external consultant is not required, proceed to #6 5. If an external consultant is required because the funding recipient cannot prepare environmental review documents for a detailed review: a. The assigned Management Analyst will issue a Request for Services which guides for an external consultant to prepare a proposal. b. The assigned CDBG Manager will review the submission with the funding recipient to review the cost and scope of work, including the recommendations for additional environmental studies, as needed. 6. The assigned Management Analyst shall review the prepared environmental review document, subsequent studies, and source documentation for compliance with all applicable environmental laws. They will recommend any revisions or additional studies to the Grant Manager. The Management Analyst shall coordinate with the preparer upon review and approval of the recommended actions. Once satisfied, the environmental review record is signed and submitted by the preparer. 7. The Management Analyst provides prepares a draft of public notices for review by the Grants Manager and the Grants Administrator. The Management analysis ensures the public notice is published and obtains the appropriate documentation for the ERR. Once the public comment period closes, the CDBG Manager will complete the Request for Release of Funds (HUD Form 7015.15) and attach copies of the public notice documentation and the environmental review. This documentation must be cleared through the Grants Manager and submitted to the Grants Administrator for signature as Certifying Director of the Grants Management Community Development Department. Including the environmental review with submission of the 7015.15 to the Certifying Officer ensures that the environmental review is prepared before their certification of the 7015.15

Under the above internal review procedures, GMA will review the program/project scope of work and determine what environmental review needs to be conducted. The NEPA classifications that will choose are listed below:

1. Exempt – Subject to Related Laws at 24 CFR 58.34
2. Categorically Excluded, not Subject to 58.5. (24 CFR 58.35)
3. Categorically Excluded Subject to 58.5
4. Subject to an Environmental Assessment (24 CFR 58.36)
5. Subject to an environmental impact statement (24 CFR 58.37)

15. Grant Renewals

Many grant awards are available on a cyclical basis. Some programs and projects may be eligible for funding under the same grant opportunity for more than one cycle. All grants have individual cycles or periods of performance, but typical cycles occur annually, on either a calendar year, fiscal year, or federal fiscal year basis. When the Program Manager is interested in reapplying for additional funding through a grant renewal, the Intent to Renew a Grant Form (Attachment D), must be completed. This again activates the original process.

16. Useful Grant Management Links

The links and/or information provided below may periodically be updated or become outdated. If you do not find what you are looking for or would like additional assistance with grants resources, contact the Grants Manager.

City of Pharr Employee Portal
https://www.maranaaz.gov/employee-portal

Debarred and Suspended Contractors-Federal Excluded Parties List System
https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm

Federal Government Contracting Regulations
http://acquisition.gov

Grants.gov
http://grants.gov

National Grants Management Association
http://www.ngma.org

Office of Management and Budget (OMB)
https://www.whitehouse.gov/omb/

USA.gov
http://www.usa.gov

U.S. Dept. of Labor: Davis-Bacon Act and Other Related Acts
http://webapps.dol.gov/elaws/elg/dbra.htm

17. Grant Writing Tips and Guidance Links

Federal Grant Proposal Guidance and Assistance

Grants.gov Applicant Training
https://www.grants.gov/web/grants/applicants/applicant-training.html.

Guide to Proposal Writing from the National Science Foundation
http://www.nsf.gov/pubs/1998/nsf9891/nsf9891.htm

SAM and US Catalog of Federal Domestic Assistance Grant Writing Tutorial
https://www.sam.gov/portal/SAM/##11

Non-Profit Grant Proposal Guidance and Assistance

GrantProposal.com
http://www.grantproposal.com/
Grant Proposal Writing Tips from Corp for Public Broadcasting
http://www.cpb.org/grants/grantwriting.html

Proposal Writing Short Course from the Foundation Center
http://foundationcenter.org/getstarted/tutorials/shortcourse/index.html
.
Proposal Budgeting Basics from the Foundation Center
http://foundationcenter.org/getstarted/tutorials/prop_budgt/index.html

Samples of Successfully Funded Proposals from the Idea Bank
http://theideabank.com/onlinecourse/samplegrant.html

18. Attachments

(Attachment A- Grant Pre-Post Flow Chart)
(Attachment B- Grant Information Form)
(Attachment C-File Management Checklist)
(Attachment D -Grant Closeout Checklist)
(Attachment F -Code of Conduct Form)

ATTACHMENT A

Grant Process Flowchart

PRE-AWARD

1 IDENTIFY NEED

Develop Project Idea → **Find Funding Sources** → **Do We Qualify? Is It a 'Good Fit'?** → **Yes** → **Approval to Proceed**

Any city employee may initiate action to prepare a proposal for funding from an outside agency but must do so through appropriate campus procedures.

Consider:

- Consistency with mission and goals of the city.
- Problem/Need/Gap in service
- Goals
- Objectives
- Approach
- Outcomes/Impact
- Resources Available/Needed
- Time Frame

- Consult with GMCD Director or staff
- Search Grants: https://www.grants.gov/

Only proposals for the funding of activities that are consistent with the city's mission and goals and strategic plan will be submitted to outside agencies.

- Confer to the RFP/Announcement for requirements and restrictions
- Confer any applicable federal/ state guidelines
- Consider any limitations - is the city capable of fulfilling the requirements?
- Is the project feasible under current city circumstances?

No

No proposal may be submitted to an outside agency without approval by the Department Head and GMCD Department:

- Seek approval from your CM or senior level staff-this should be documented by proposal brief'
- Submit Proposal Brief to final review GMCD per policy guidelines.
- In coordination with GMCD, begin forming team and laying groundwork for proposal.
- Grants Manager will consult with Finance Dept., to discuss potential challenges, if necessary.

2 DEVELOP PROPOSAL

The GMCD Department and the department director will work together through the following steps to coordinate the development of a full proposal.

Thoroughly Read Guidelines → **Contact Funders (if possible)** → **Draft Project Narrative and Budget** → **Review and Edit** → **Route for Approval and Submit**

- Get to know funder/goals
- Determine funding minimum/ maximum.
- Identify budget requirements and restrictions
- Identify necessary contacts/ partners
- Re-examine whether the project is a 'good fi'

- Discuss planned proposal
- Ask for assistance;draft review if possible
- Ask about decision-making process and time frame
- Any additional guidance offered

- Gather data/research
- What will be the project's essential elements, and how will those help address established needs.
- Develop project timeline
- Assign tasks (if working with team).
- Answer each question in RFP.

- Self-review
- GMCD Peer-review
- Grants Director review
- Grants Manager review
- Finance Dept. Review
- HR review (if personnel)
- revised changes, and submit ss necessary.

- When complete, GDCD Depart. will disseminate the final draft with the Final Proposal and Budget Approval Form or Application.
- With appropriate approvals, the Grants Director, Authorized Official, Depart Designee, or Grant Manager will submit the proposal to the funding agency.

ATTACHMENT A

Grant Process Flowchart

POST-AWARD

3 RECEIVE AWARD

A substantial percentage of grant awards go through negotiation and revision before the award is made. For example, when a funder decides to support a project, it may be at a different amount than what was requested, or they may request changes in the proposal itself. The Grants Directors will work with the funding agency, the project lead, and the city's finance department to facilitate all negotiations made with the final approved budget.

Award Notification → **Contract Approval** → **Establish Grant Account**

- Funding agency will send notification and funding agreement/contract
- We will negotiate any requested budget adjustment with the grants manager, project lead, and finance department (when necessary)
- GMCD Dir, will notify all stakeholders(government offices, partners, etc.) whenever feasible.

GMCD Depart. will facilitate final approval via the Grant Award or Contract Approval package and submit it to the funding agency for final signatures.

In conjunction with GMCD, the Finance Depart will establish grant revenue and expense accounts/funds for project use.

4 EXECUTE PROJECT

Once the contract is in place, it's time to begin the project. The project lead, with the assistance of the GMCD, Finance Dept., and other applicable city staff, will be responsible for the proper technical conduct of the project or program, compliance with the terms and conditions of the agreed-upon terms upon of the project, management of funds within the approved budget, and administration of the project within the agreement/contract and award guidelines.

Start Project → **Manage Project** → **Project Close-out** → **Records Retention**

- The GMCD Director will coordinate a project "kick-off" meeting with the project team.
- To the extent possible, the timeline should stick to the funded proposal.
- Project Lead will work with GMCD, Finance Depart. HR., etc., to execute grant project as designed.

- The GMCD and Funding Agency Representative work together to adjust for unanticipated changes.
- Work with Grants Manager will submit all necessary reports and ensure compliance.
- Where applicable, prepare funding extension/renewal in coordination with Grants Manager and Finance Department.

Upon project completion, work with the GMCD and Finance Department to close grant accounts and submit all necessary final reports to the funding agency.

Their appropriate city department or the GMCD should maintain all records and contracts about the grant following city grant management and OMB policies/ guidelines and the specific requirements of the funding agency.

TEAM PHARR

Cynthia Garza-Reyes
GMCD Director
cynthia.garza@pharr-tx.gov

Robert Garcia
Grants Manager
robert.garcia@pharr-tx.gov

ATTACHMENT B

		GRANT INFORMATION FORM FY 2021-2022	☐ Declined	☐ Pending	☐ Awarded	

This form provides information to the Grants Management Community Department (GMCD) for the grant application, grant awards, or grant contract amendments. After completing, please forward the GMD attention to robert.garcia@pharr-tx.gov. Once the grant has been awarded or must process a contract/agreement, please, complete the GIF form and forward it to the GMCD. Then, we will submit it for further processing and final review.

	Dept. Notifications	Status	Priority	Grant Deadline	% Done	Days Left
Grant Inforamtion Form (GIF)					0%	

Agency:						
Contact Person:						
City Department:		Phone:			Email:	
Grant Title:					Start/End Date:	
Grantor:				Database Tracking Number:		
Total Grant Funding Request:			Requires Signature or Review From:		Mayor	
Total Cash Match:					City Manager	
Total Project Cost:					Legal Review	
Application Date:						
Grant Classification:	-	Need Funding For:		New or Continuation	-	
CFDA Number:				Electronic Submission:		-
Brief Description of Grant:						

	GRANT BUDGET SUMMARY				
FISCAL YEAR 21-22	PROPOSED BUDGET CATEGORIES	State or Federal	Cash Match	In-Kind	Total
	PERSONNEL	$100,000	$25,000	$0	$125,000
	CONTRACTUAL AND PROFESSIONAL SERVICES	$0	$0	$0	$0
	TRAVEL AND TRAINING	$0	$0	$0	$0
	EQUIPMENT	$0	$0	$0	$0
	SUPPLIES AND DIRECT OPERATING EXPENSES	$0	$0	$0	$0
	TOTAL DIRECT COSTS:	$0	$0	$0	$0
	INDIRECT COSTS	$0	$0	$0	$0
	TOTAL:	$100,000	$25,000	$0	$125,000
		Actual Total Match:	$25,000		
		Actual Match Percentage Applied to this Budget:	20.00%		

City Match Ceftification:	YES	Has city match been certified by the Department Director?	YES	Directors Initials:
For this City fiscal year, how much of the required local cash match amount is already in the departments budget:				
		Proposed source of match:		

Before purchasing equipment in excess of $5,000 with grant funds, contact the following city departments for review and approval the Purchasing and GMCD Departments:	Ask for PO #	Ask for Grant #
Comments:		

To be completed by Administrators:

Grants Manager Signature		Date		
Purchasing Dept. Director Signature		Date		
GMCD Director Signature		Date		
Finance Dept. Director Signature		Date		

To be completed by Grant Account:

Revenue Account #	Expenditure Account #

ATTACHMENT C
File Management

It is imperative that file management is consistent for all grants across all departments. Standardized file management protocols allow for a smooth transition during changes in personnel, instill confidence in granting entities during site visits, expedite reviews by the Financial Administration Department, and eases the audit process.

The Grants Coordinator will maintain the Master File, which includes the following (if applicable to the project and if required by the awarded Grant):

Funder/Legal Documents
- ☐ Grant application and project proposal
- ☐ Approved budget
- ☐ Administrative guidelines and regulations
- ☐ Official grant award notification (GAN)

Budget
- ☐ Copies of all contracts and blanket agreements for consultants and trainers
- ☐ Copies of purchasing documents
- ☐ Copies of expenditure/income tracking files
- ☐ Copies of monthly restricted program grants reconciliation report
- ☐ Copies of all reimbursement requests
- ☐ All correspondence with the funder regarding budget
- ☐ Copies of payroll documents
- ☐ In-kind or match documentation of expenses

Personnel
- ☐ Job descriptions
- ☐ Staff Resumes
- ☐ Staff performance evaluations
- ☐ Staff schedules
- ☐ Stall and volunteer sign-in sheets
- ☐ Time and Effort Documentation

Programmatic
- ☐ Staff phone numbers/email
- ☐ Program Officer contact information
- ☐ Project Timelines
- ☐ Minutes of meetings
- ☐ Project sign-in sheets
- ☐ Surveys and outcomes
- ☐ Data Collection
- ☐ Record Retention of all grants will be retained for 5 years by the Grants Department

ATTACHMENT D: **Closeout Checklist**

CLOSE-OUT CHECKLIST FOR GRANTS

Prior to requesting the closeout of a fund/organization number by the Department, please complete the following checklist:

Fund\Org Name:	
Fund\Agency\Org No:	
Grant\Award Number:	

	DESCRIPTION	Y/N	COMMENTS
1) Confirm that all expenditures and revenues are posted to the account.			
2) Make sure all outstanding encumbrances have been cleared.			
3) Verify that valid expenditures and revenues are posted to the account.			
4) Verify that all revenue have been received from awarding agency?			
5) Complete a reconciliation of the account balance to the General ledger.			
6) Identify disposition of cash balance.			
7) Identify disposition and clear any asset and liability accounts.			
8) Submit copy of the final financial report to Finance.			
9) Provide the Grant closeout letter or notice from grantor to the Finance department.			
10) To avoid further expenditures, contact Budget Office to adjust for unexpended appropriation.			
11) Prepare a not-encumbered invoice to the issuer of the grant for the return of any un-expended funds received.			
12) Meet with Grant and Special Revenue Fund Staff in Finance to discuss disposition of negative cash balance.			

CODE OF CONDUCT
ATTACHMENT F

No employee, officer or agent of the *City of Pharr, sub-grantee or subrecipient* shall participate in selection or in the award or administration of contract or conduct business with a vendor if a conflict of interest, real or apparent would be involved. Such a conflict would arise when:

A. *the employee, officer or any agent*
B. *a member of his immediate family*
C. *his or her partner*
D. *an organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for award.*

The *City of Pharr's, sub-grantee or subrecipient, officers, employees or agents* shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, vendors, or potential vendors. Depending on gravity, violation of this Code of Conduct could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

Non-disclosure Policy - No disclosure of verbal or written price quotations shall be made by any *City of Pharr* employee, sub-grantee or subrecipient. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the *City of Pharr* or termination of contractual agreements when a subrecipient/sub-grantee employee is involved.

Personal Interest - No member of the *City Council or any officer or employee of the City of Pharr, sub-grantee or subrecipient* shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract or in the sale to the *City of Pharr, sub-grantee or subrecipient* or to a contractor supplying the *City of Pharr, sub-grantee or subrecipient* of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the *City of Pharr.*

Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the *City of Pharr, sub-grantee or subrecipient* found guilty shall thereby forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the *City of Pharr, sub-grantee or subrecipient* shall render the contract voidable by the *Grants Management Community Development Director (GMCD) or the City Council Members.*

_____ _____

Employee, Officer or Agent Acknowledgment ***Print or type Name and Position/Title***

_____ _____

Entity/Organization Name ***Date***

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.
DATE SUBMITTED: September 20, 2022
MEETING DATE: October 3, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Building and Code Compliance

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-36 Fee Schedule for building permits, plan review and land use development *(2nd Reading).* **This item supports SG - Sound Governance and Fiscal Transparency.**

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

Issue: Amending fee Ordinance to be in line with neighboring cities.

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 - 9/20/2022
Roland Gomez	Approved - 9/28/2022
Patricia Rigney	Approved - 9/29/2022
Karla Saavedra	Approved - 9/30/2022
City Management Office	Final Approval - 9/30/2022

ORDINANCE NO. O-2022-_____

AN ORDINANCE AMENDING THE CITY OF PHARR'S SCHEDULE OF FEES ORDINANCE O-2019-36 BY UPDATING FEES IMPOSED BY THE CITY FOR BUILDING PERMITS, PLAN REVIEW AND LAND USE DEVELOPMENT FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND NAMING AN EFFECTIVE DATE.

WHEREAS, the City of Pharr is authorized to adopt regulations governing the development of land within the City in the interest of the public health, safety and welfare of its citizens; and

WHEREAS, Governor Abbot signed HB 852 on May 21, 2019 which prohibits municipalities from using valuation as a basis to determine residential permitting fees; and

WHERAS, the City's Development Services Department has reviewed the City's permitting fees and determined that changes are necessary to comply with HB 852; and

WHEREAS, upon review and consideration of the foregoing factors, the Board of Commissioners has determined that the building permitting fees should be amended as set forth below;

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

SECTION 1: That the City of Pharr hereby adopts in its entirety the amended schedule of fees attached hereto as Exhibit "A" updating fees imposed by the City for building permitting, plan review fees and land use development fees.

SECTION 2: That this ordinance shall be cumulative of all other ordinances of the City of Pharr and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 3: It is the intention of the Board of Commissioners that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance

SECTION 4: The fees in this ordinance shall become effective immediately upon passage.

DULY PASSED AND APPROVED this, the _____ day of September, 2022.

_____

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

APPROVED BY:

_____

PATRICIA RIGNEY, CITY ATTORNEY

EXHIBIT "A"
CITY OF PHARR- BUILDING AND CODE COMPLIANCE DEPARTMENT
BUILDING PERMIT FEES

1. Annual Registration for Multi-Family Dwellings

Annual Registration (Certificate of Occupancy)	$50.00
Occupancy Inspection	$20.00 per unit

2. Certificate of Occupancy

Types of Certificate of Occupancy	**Amount**
Commercial	$75.00 (inspection included)
Residential	$50.00 (inspection included)
Replacement CO	~~$10.00~~ $25.00

3. Carports, Canopies, Porches and Patios

Processing Fee	$20.00
Residential	$0.17 per square foot
Commercial	$0.20 per square foot

4. Commercial Building Permits (New, Additional, Alteration, Remodel, Interior Finish, Demolition, Plumbing Site Build, Access Control, Cell Tower, Commercial Generators. Fire, mechanical, electrical, plumbing, water meter and sewer tapping/connection are separate fees).

Processing fee $50.00 plus cost of permit

Schedule of Permit Fees Total Valuation	
Valuation	Fee
$1,000.00 and less	No Fee, unless inspection required, in which case a ~~$15.00~~ $20.00 fee for each inspection shall be charged, re-inspections included.
$1,000.00 to $50,000.00	~~$15.00~~ $20.00 for the first $1,000 plus $5.00 for each additional thousand or fraction thereof, to and including $50,000
$50,000.00 to $100,000.00	$260.00 for the first $50,000 plus $4.00 for each additional thousand or fraction thereof to and including $100,000.00
$100,000.00 to $500,000.00	$460.00 for the first $100,000.00 plus $3.00 for each additional thousand or fraction thereof to and including $500,000.00
$500,000.00 and up	$1,660.00 for the first $500,000.00 plus $2.00 for each additional thousand or fraction thereof.

Note:
Plan review checking fee for commercial buildings shall be equal to one-half of the building permit fee. The plan review checking fee is in addition to the building permit fee.

The City of Pharr will determine the valuations of a building or an alteration by the use of Valuation Data as attached in "Exhibit A-1"

5. **Sidewalk, Curb cut and Driveway Permit** $40.00

6. **Demolition Permit**

Residential • 500 sq. ft. or less + $.10 per sq. ft. after 500 sq. ft.	$50.00
Commercial • Up to 3000 sq. ft • 3,001 to 6,000 sq. ft. • Over 6,000 sq. ft.	 $150.00 $200.00 $250.00 + $25.00 for every additional 1,000 sq. ft.

7. **Electrical**

Minimum Permit Fee	~~$10.00~~ $25.00
Temporary Pole	~~$10.00~~ $25.00
~~Reinspection~~	~~$10.00~~
Working Clearance	~~$20.00~~ $50.00
New Service Fees:	
~~100 amps or less~~	~~$40.00~~
~~125 amps~~	~~$50.00~~
~~150 amps~~	~~$60.00~~
~~200 amps~~	~~$70.00~~
~~250 amps~~	~~$80.00~~
~~More than 250 amps~~	~~$100.00~~
Circuits or Feeders	$3.00
Change of or increase of service	~~$20.00~~ $30.00
Relocate service	~~$20.00~~ $30.00
T.V. cable transformer	$20.00
Inspection to reset meters	~~$10.00~~ $20.00
Added circuits to panelboards	$20.00
Mobile homes	$20.00

8. **Garage Sale Permits** ~~$10.00~~ $15.00 (limit 2 per calendar year)

9. **Lawn Irrigation Systems**

Residential	$150.00
Commercial	$250.00

10. **Mechanical** (other than gas piping systems) ~~$10.00~~ $30.00 (for issuing each permit)

Tons	Fees
1 – 2	$20.00 for the first ton plus $20.00 for additional ton. A fraction of a ton is $10.00
2 – 4	$40.00 for the first 2 tons plus $10.00 for each additional ton. A fraction of a ton is $5.00
4 – 10	$60.00 for the first 4 tons plus $5.00 for each additional ton. A fraction of a ton is $2.50

More than 10	$90.00 for the first 10 tons plus $2.00 for each additional ton or fraction thereof

Note: Fee(s) listed above apply for inspecting heating, ventilating, duct work, air-conditioning, exhaust, venting, combustion air, pressure vessel, solar, fuel oil and refrigeration systems and appliance installations.

400 square feet of air-conditioned area = 0 ton air conditioning = 12,000 BTU 3412 BTU = 1 KWH

Repairs, alterations, additions to existing system or re-inspections	$10.00 + Base Fee
Inspection: Boilers	$30.00 + Base Fee
Temporary operation of heating, ventilating, refrigeration or air-conditioning system or portion thereof	$20.00 + Base Fee

11. Moving Permits

New Wood frame house (driveway included)	~~$100.00~~ $125.00
Used house older than 5 years (driveway included)	~~$100.00~~ $125.00 plus ~~$100.00~~ ~~$125.00~~ inspection fee
New Manufactured home (driveway included)	~~$50.00~~ $75.00
Used Manufactured home (driveway included)	~~$50.00~~ $75.00 plus ~~$100.00~~ $125.00 inspection fee
Used or Relocation of Portable Buildings	~~$100.00~~ $125.00 plus ~~$100.00~~ $125.00 inspection fee

Note: An additional ~~$.50~~ $.75 per mile of travel round trip from city hall, non-refundable, if outside limits shall be applied to used homes/manufactured homes.

12. Plumbing

Schedule of Permit Fees	
Plumbing fixtures, per fixture	$6.00
Gas line	~~$10.00~~ $25.00
Water or sewer line	~~$10.00~~ $15.00
Private sewer connection	~~$10.00~~ 4”-$25.00 / 6”-$35.00
Public sewer tap or connection (unless otherwise stated)	$175.00
Sand/grease tap	~~$20.00~~ $25.00
Miscellaneous	$10.00
Permit	~~$20.00~~ $30.00

13. Residential Permits

Processing Fee ~~$10.00~~ $20.00 plus cost of permit

New Single-Family Residential Construction, additions, remodels/alterations	$0.34 per square foot
New Multi-Family (Duplex, Triplex, 4 or more units), additions, remodels/alterations	$0.40 per square foot
Solar Panels	$175.00
Reroof	$110.00
Residential Swimming Pools	$125.00
Accessory residential structure	$0.34 per square foot

14. Registration of Contractors (Annual Registration Fee)

General Contractor	$100.00 ~~$50.00~~ $75.00 annual renewal fee
Sign Contractor	~~$75.00~~ $100.00 ~~$25.00~~ $75.00 annual renewal fee
Irrigation Contractor	~~$75.00~~ $100.00 ~~$25.00~~ $75.00 annual renewal fee
Demolition Contractor	~~$75.00~~ $100.00 ~~$25.00~~ $75.00 annual renewal fee
Mechanical, Electrical, Plumbing Contractors	No fee applied per State Law (registration/license required)

15. Reinspection Fees:

First Reinspection	$50.00
Second Reinspection	$75.00
Third Reinspection	$100.00
Additional Reinspection	$125.00
After hours and Saturday Inspections	$150.00
Note: Reinspection fees will be applied to final inspection requests and certificate of occupancy	

16. Sewer Tap Charge

Residential	$1,100.00
Multi-Family (Duplex, Triplex, Four-Plex)	$3,000.00
Commercial	$5,000.00
Apartment House	$6,000.00
Note: Apartment house shall mean a building or buildings containing five (5) or more dwelling units. Any new apartment house with more than five (5) dwelling units, a $75.00 surcharge will be charged for each additional dwelling unit over five (5).	

17. Sign Permit Fee

Value	**Fee**	Fee if Electrified
$0.00 - $100.00	~~$15.00~~ $20.00	$50.00
$101.00 - $500.00	~~$30.00~~ $40.00	$60.00
$501.00 - $1,000.00	~~$50.00~~ $60.00	$90.00

Over $1,000.00	~~$50.00~~$80.00 plus $5.00 for each additional $1,000.00 valuation or portion thereof	Add ~~$70.00~~ $100.00

18. Water Tap Charge

Meter Size	Water Tap Charge
¾”	$900.00
1”	$1,400.00
1 ½”	$2,100.00
2”	$4,000.00
3”	$7,500.00
4”	$10,600.00
6” and over	$12,200.00

19. Other

Refunds	Request to refund permit, shall be refunded less 10% of permit fee, if no plan review nor legal notice was done.
Extensions	Extension fee shall be 25% of the original permit fee for up to 6 months (permit must be requested prior to lapsing of original permit, limit two total.
After the Fact (ATF)	Double the permit fee.

EXHIBIT A-1

TYPE OF CONSTRUCTION	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
APARTMENT (R)	37.00	35.00	33.00	33.00	32.00
AUTOMOBILE PARKING STRUCTURE (S)	26.00	24.00	21.00	21.00	21.00
CHURCH (A)	43.00	40.00	36.00	35.00	35.00
CONVALESCENT (I)	51.00	48.00	43.00	43.00	41.00
DWELLING (R)	41.00	40.00	37.00	36.00	34.00
EDUCATIONAL (E)	42.00	40.00	36.00	36.00	36.00
FACTORY – INDUSTRIAL	26.00	24.00	20.00	20.00	20.00
HAZARDOUS (H)	22.00	20.0	18.00	18.00	18.00
HOSPITAL (I)	73.00	70.00	68.00	68.00	64.00
HOTEL (R)	41.00	39.00	35.00	34.00	33.00
OFFICE	44.00	41.00	37.00	33.00	32.00
PRIVATE GARAGE AND /OR SHED (S)	20.00	18.00	16.00	16.00	16.00
PUBLIC GARAGE (S)	26.00	24.00	21.00	19.00	19.00
RESTAURANT (A OR B)	44.00	43.00	39.00	37.00	37.00
RETAIL STORE (M)	35.00	32.00	28.00	27.00	26.00
SERVICE STATION (B)	41.00	39.00	35.00	35.00	34.00
THEATER (A)	48.00	46.00	37.00	36.00	36.00
WAREHOUSE (S)	21.00	19.00	17.00	17.00	17.00
CARPORT	NP	NP	NP	07.00	06.00
PATIO	NP	NP	NP	08.00	08.00
SCREENED PATIO	NP	NP	NP	19.00	19.00

A deduction of $1,400 shall be made to structure that are not air conditioned with the exception of storage and factory occupancies.

EXHIBIT "B"
CITY OF PHARR- DEVELOPMENT SERVICES DEPARTMENT
PLANNING AND ZONING FEES

1. Administrative Fees

Type of Administrative Fees	Amount
Easement Vacation	$300.00 processing fee
Right-of-way abandonment or closure	$300.00 processing fee + $100.00 (nominal value of land, unless increased by City Commission or justified by appraisal
Zoning Verification Letters	$75.00 processing fee
Governmental Related Agreements	$500.00 processing fee
Use of City Easement Property by Private Parties	$500.00 administrative fees
Fiber Optic Licenses	$3,500.00 each fiber optic
Petrochemical Pipelines on City Property	$5,000.00 processing fee
Wireless Communication Towers on City-Owned Property	$3,500.00 per wireless communication tower
Sale of Surplus Real Property	$815.00 processing fee
Granting and releasing of easements	$150.00 processing fee
Right of Entry	Up to $300.00

2. Board of Adjustment Request

Board of Adjustment Request	Amount
Variance	$750.00 per case
Special Exception	$750.00 per case
Appeal of an Administrative Determination	$750.00 per case

3. Building and Standards Commission Appeals

Type of Building and Standards Commission Appeal	Amount
Per Appeal	$150.00

4. BYOB (Bring Your Own Bottle) Fee

Type of BYOB Permit Fee(s)	Amount
Event	$250.00
Venue	$750.00

5. Change of Zoning Request

Commercial or Industrial Zones – (O-P), (N-C), (C), (C-2), (H-C), (L-I), (H-I)	**Amount Per Acre**
Less than one (1) acre	$200.00
1.0 acre to 4.99 acres	$300.00
5.0 acres and over	$400.00 plus $50.00 per acre over the first 5 acres
Planned Unit Development (PUD)	
5.0 acres and over	$650.00 + $75.00 per acre over 5 acres
Residential Zones – (R-1), (R-MF), (R-MFHD), (R-HCMH)	
Less than one (1) acre	$150.00
1.0 acre to 4.99 acres	$250.00
5.0 acres and over	$250.00 plus $25.00 per acre over the first 5 acres

6. Conditional Use Permit Application(s)

Type of Conditional Use Permit	Amount
Alcohol Beverage Permit	Alcohol as a principle use: $350.00 application fee + $200.00 per year renewal fee Food as a principle use: $1,000.00 application fee + $200.00 per year renewal fee
Life of the Use Permits (all other)	$250.00
All other Conditional Use Permits	$150.00 + $50.00 per year renewal fee
Special Use Permit	$150.00 + $50.00 per renewal fee
New Cell Towers	$1,000.00 application fee
New Owner Existing Tower	$1,000.00 application fee
Co-Location	$1,000.00 application fee
Section 6409 (a)	$1,000.00

7. Copies of City Ordinance(s)

Types of City Ordinance(s)	Amount
Zoning Ordinance	$50.00 per ordinance (hard copy) or $25.00 (digital copy)
Subdivision Ordinance	$50.00 per ordinance (hard copy) or $25.00 (digital copy)
Sign Ordinance	$50.00 per ordinance (hard copy) or $25.00 (digital copy)
Landscaping Ordinance	$50.00 per ordinance (hard copy) or $25.00 (digital copy)
Standards Manual (Const. and Development Guide	$50.00 per ordinance (hard copy) or $25.00 (digital copy)

8. Credit Access Businesses

Credit Access Business Registration Certificate	$50.00

9. Existing Off-Premise Billboard Sign Fee

Size of Sign	Amount
Small (0 to 72 sq. ft.)	$100.00 per year
Medium (73 to 300 sq. ft.)	$150.00 per year
Large (301 to 672 sq. ft.)	$200.00 per year
Small Digital (0 to 382 sq. ft.)	$300.00 per year
Large Digital (383 to 672 sq. ft.)	$500.00 per year

10. Maps and GIS Document Fee(s)

Description	Sq. Ft.	B & W	Color
Letter	.6	$2.00	$2.00
Legal	.8	$2.00	$3.00
Tabloid	1.3	$4.00	$5.00
Wall Maps	Price per sq. ft.	$2.80 sq. ft.	$4.00 sq. ft.

11. Street Name or City Park/Building Name Change Fee

Type of Administrative Fees	Amount
Street Name	$500.00 processing fee
City Park/Building	$500.00 processing fee

12. Subdivision Fees

Type of Subdivision Fee(s)	Amount
Commercial Subdivision Plat Application	$325.00 + $15.00 per acre
Industrial Subdivision Plat Application	$325.00 + $15.00 per acre
Residential Subdivision Plat Application: • Up to 1 acre • 1 acre to 4.99 acres • 5 or more acres	 $275.00 $300.00 $60.00 per acre
Subdivision Inspection Fees	Three (3%) percent of the total of public improvements cost or $300.00 minimum
Water System Subdivision Fee	$100.00 per acre
Sewer System Subdivision Fee	$75.00 per acre
Right-of-way Testing Fee	Three (3%) percent of the total public improvements cost. Excess to be refunded to payee.
Street Sign Materials Fee	$175.00 per street or stop sign
Fire Hydrant and Fire Ring Fee	$50.00 for both
Parkland Dedication Fee: • Single-Family Residential • All other residential zones	 • $1,250.00 per acre • $250.00 per dwelling unit
Re-Inspections	1st request: $300.00 2nd request: $350.00 3rd or more: $400.00
Multiple Pre-Construction/Development Subdivision Meetings	$ 150.00 for every additional request, after the first scheduled meeting
Request for extension after 6 months	½ of subdivision filing fee

For any item not specifically included in the preceding schedule, the Development Services Department shall establish a fee consistent with the level of work and necessary inspections established by the schedule and the applicant shall be advised accordingly.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.
DATE SUBMITTED:
MEETING DATE: October 3, 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.E.1.
DATE SUBMITTED: September 27, 2022
MEETING DATE: October 3, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Marco Antonio Alvarado has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being Lot 47, Block 1, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 6617 South Saint Marie Drive. COZ#220846 **This item supports EV - Economic Vitality.**

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

Issue: Marco Antonio Alvarado has filed with the Planning and Zoning Commision a request for a Change of Zone from Single Family Residential District (R-1) to Residential Multi-Family District (R-MF).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Single Family Residential District (R-1) to Residential Multi-Family District (R-MF) as the property meets area requirements, is in line with the future land use plan, and has adequate ingress and egress.

At the Planning and Zoning Commission meeting of September 26, 2022, the Board voted unanimously to recommend approval of the rezoning request. There were five members present and voting.

Alternatives: N/A

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

ROUTING:

Melissa Ramirez	Created/Initiated - 9/27/2022
Patricia Rigney	Approved - 9/29/2022
Kimberly Mendoza	Approved - 9/29/2022
City Management Office	Final Approval - 9/30/2022

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, OCTOBER 3, 2022**

TO: **MAYOR AND CITY COMMISSION**

FROM: **KIMBERLY MENDOZA, DEVELOPMENT SERVICES DIRECTOR**

THROUGH: **ANALI ALANIS, INTERIM CITY MANAGER**

SUBJECT: **Re-zoning Request: From Single Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being Lot 47, Block 1, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 6617 South Saint Marie Drive. COZ#220846**

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

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

DESCRIPTION OF PROPERTY:

Marco Antonio Alvarado has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) to Residential Multi-Family District (R-MF) in order to develop and construct a triplex.

The subject site is located on the east side of South Saint Marie Drive, approximately

270 ft. south East Thomas Road and has a physical address of 6617 South Saint Marie Drive. The property is legally described as being Lot 47, Block 1, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas.
The property fronts South Saint Marie Drive, a 50 ft. local street, that runs north and south with a posted speed limit of 20 to 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property and the properties to the west and south were zoned to Single Family Residential District (R-1) on December 15, 1987. The property to the north was rezoned to Residential Multi-Family District (R-MF) on March 1, 2021. The property is generally designated for single-family residential use in the Land Use Plan.

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

Twenty-three (23) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on September 2, 2022, and a legal notice was published in the Advance News Journal on September 7, 2022. Staff received no response to the letters or the legal notice.

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

The Planning and Zoning Commission unanimously voted to approve the rezoning request from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) at the meeting on September 26, 2022.

CITY COMMISSION OPTIONS:

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

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Marco Antonio Alvarado, Owner
APPLICANT

Single Family Residential District (R-1)
CURRENT ZONE

6617 South Saint Marie Drive
ADDRESS

Residential Multi-Family District (R-MF)

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

STAFF RECOMMENDATIONS: **Approval**

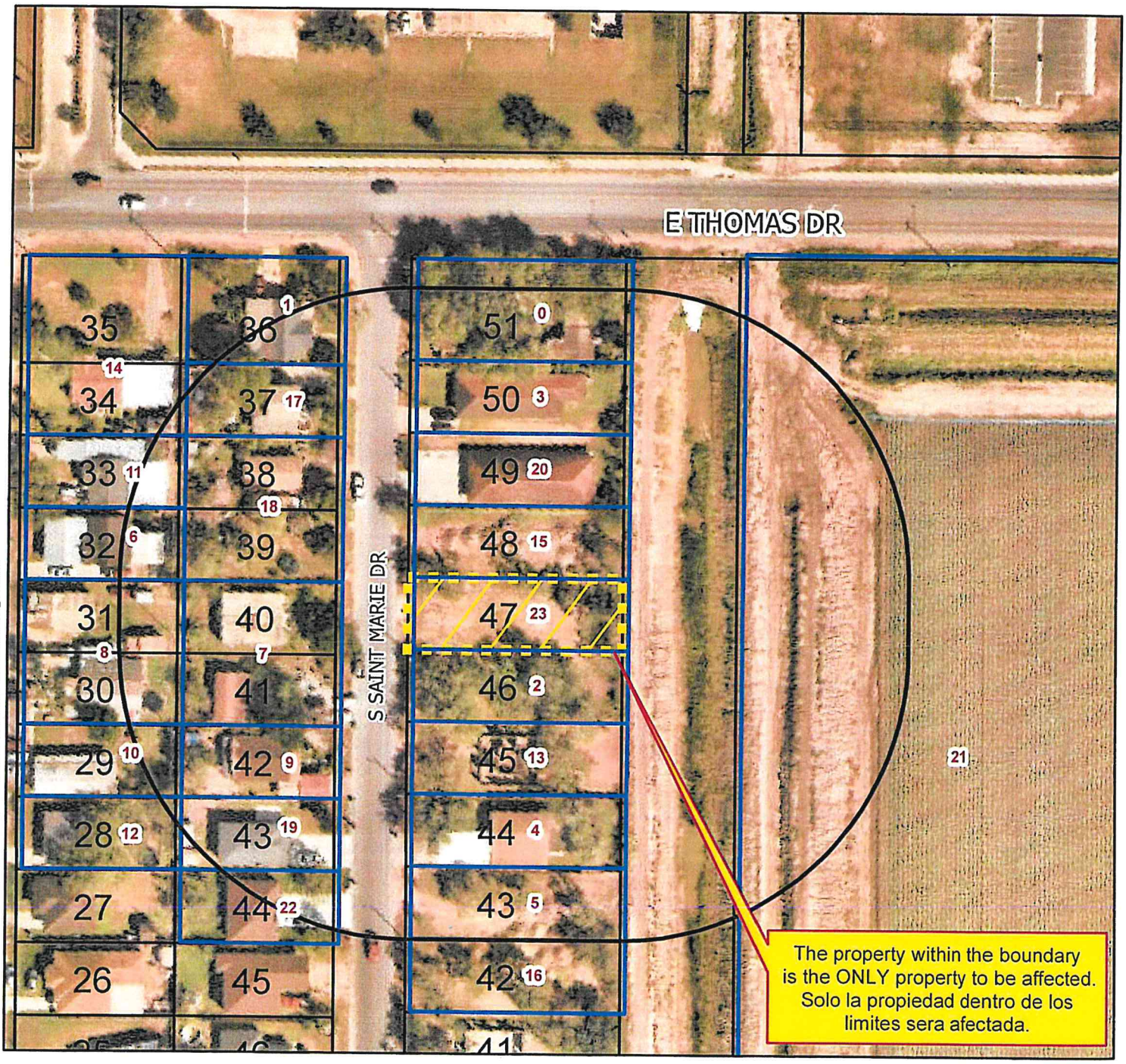
Development Services is recommending approval of the request to re-zone from Single Family Residential District District (R-1) to Residential Multi-Family District (R-MF) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances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

Laura Fonseca, Planner I
PREPARED BY

September 16, 2022
DATE

Proposed Change of Zone
Hidalgo Park Estates 1, Lot 47
Marco Antonio Alvarado

Pharr Engineering



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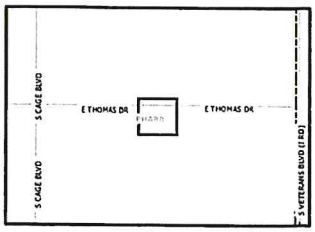
Zoning

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
- 200 ft Notification Buffer Zone
- Notified Properties
- Subject Property

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



City of Pharr, Texas
Engineering Department
956.402.4242

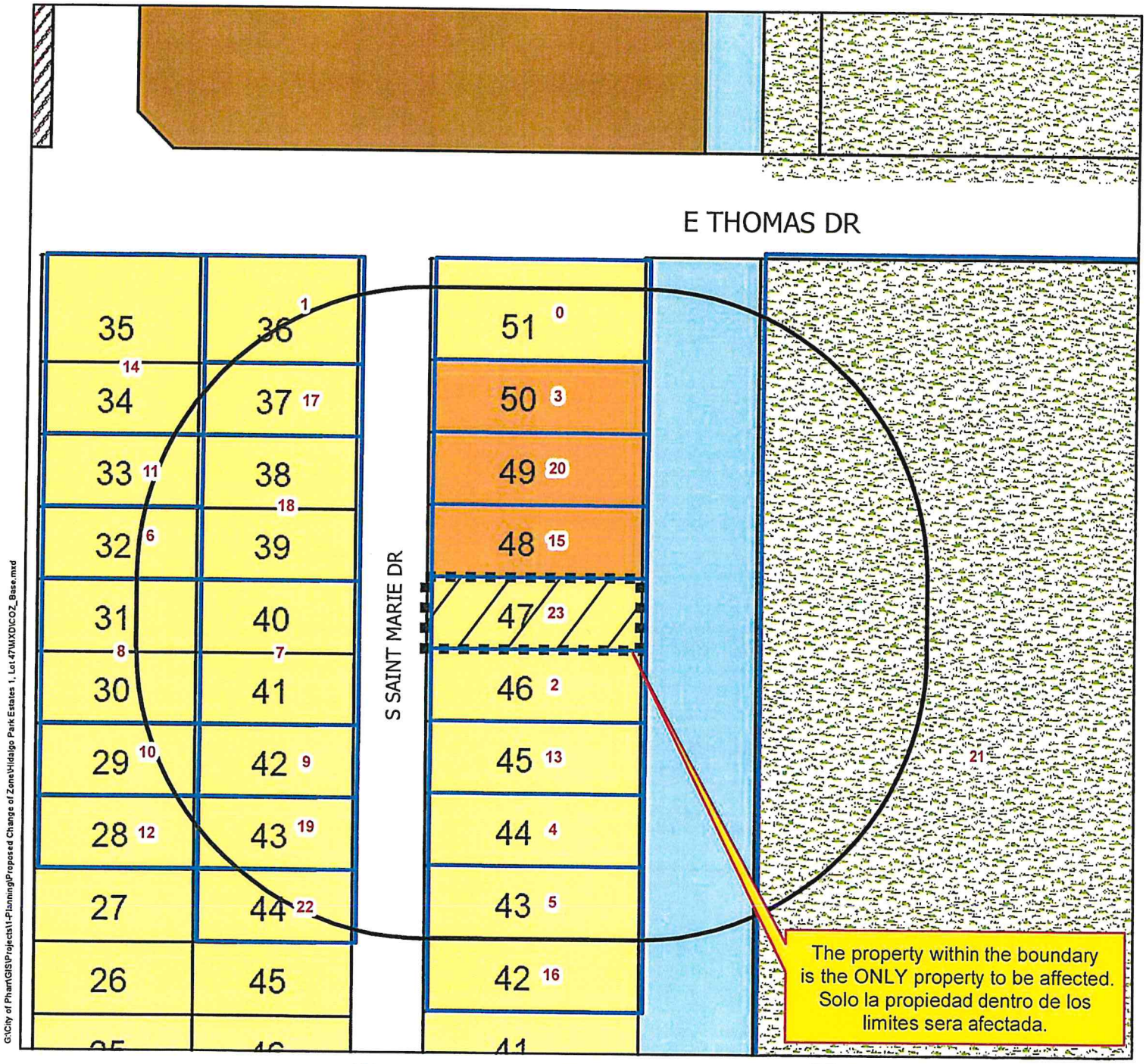
Date: 8/31/2022

Scale: 1 inch = 100 feet

0 50 100 200 300 400 Feet

Proposed Change of Zone
Hidalgo Park Estates 1, Lot 47
Marco Antonio Alvarado

Pharr Engineering



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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
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- Valley View ISD
- Planned Unit Development
- 200 ft Notification Buffer Zone
- Notified Properties
- Subject Property

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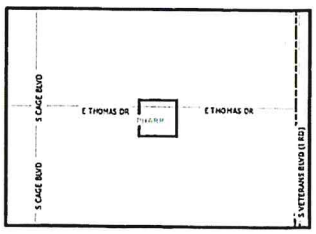
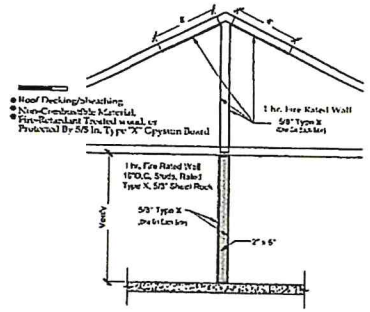


City of Pharr, Texas
Engineering Department
956.402.4242

Date: 8/31/2022

Scale: 1 inch = 100 feet

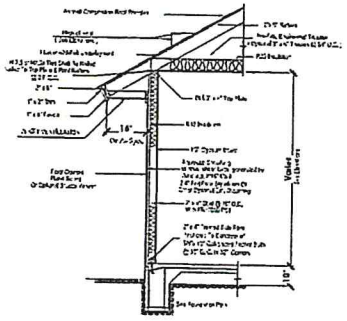
0 50 100 200 300 400 Feet



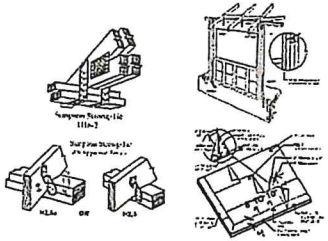
TENANT SEPARATION WALL Scale: None

"A - A"

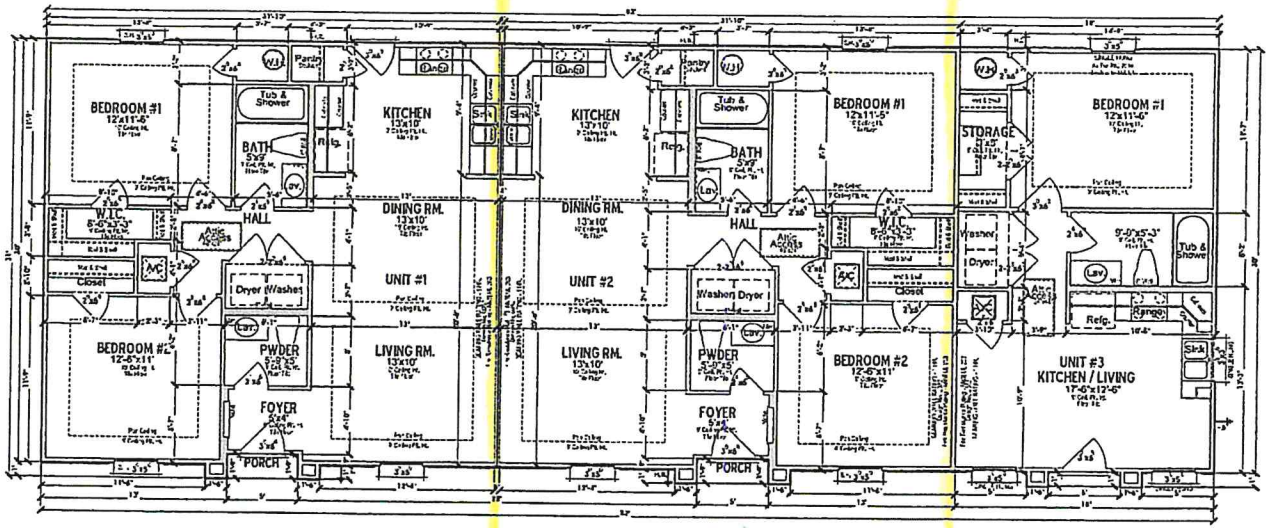
BEARING WALL RATING - 1 HR.
Design No. U382
Fire Resistance Rating - ANSI/UL 263



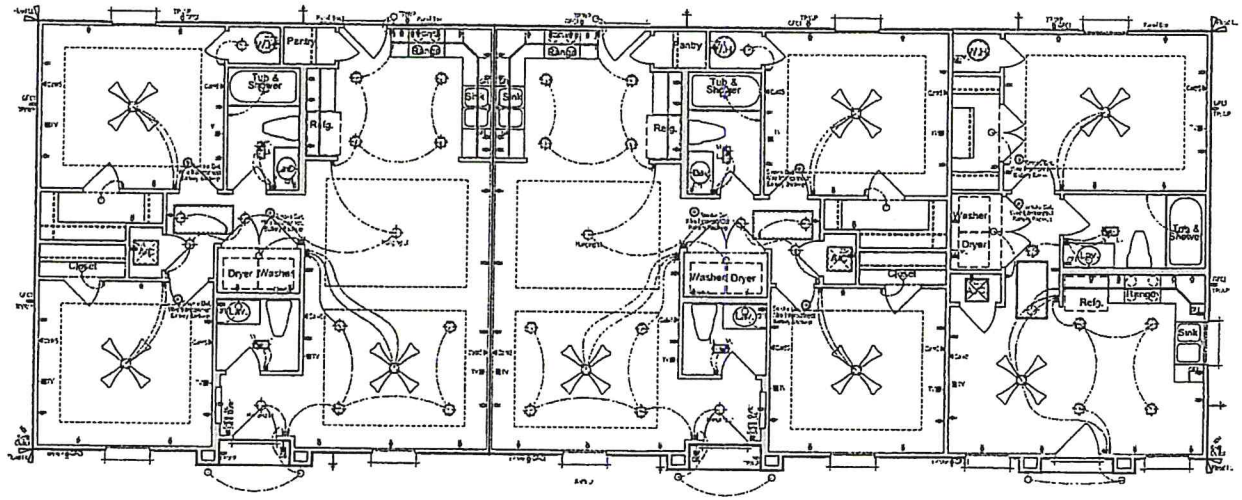
TYPICAL WALL SECTION



Electrical Symbol Legend			
Sym.	Description	Sym.	Description
	Ceiling Fan		Phone Jack
	Door Bell		Recess Light
	Flood Light		Smoke Detector
	Flourescent Light	$D	Dimmer Switch
	Light	$3	Three-Way Switch
	Duplex Outlet	$	Single Pole Switch
WP	Weather Proof Outlet		TV Jack
GFI	Ground-Fault Circuit Interrupter Outlet		Vent - Light
	O.H. Garage Door Opener & Plug		220 Volt Outlet



FLOOR PLAN Scale : 1/4"=1'-0"



ELECTRICAL PLAN Scale : 1/4"=1'-0"

1022 E. Tyler Suite #3
Harlingen, Texas 78550
Office: (956) 425-6604
E-mail: jandidesigns@att.net
Javier Martinez (956)345-5151
Ignacio Martinez (956)245-7106

J&I DESIGNS

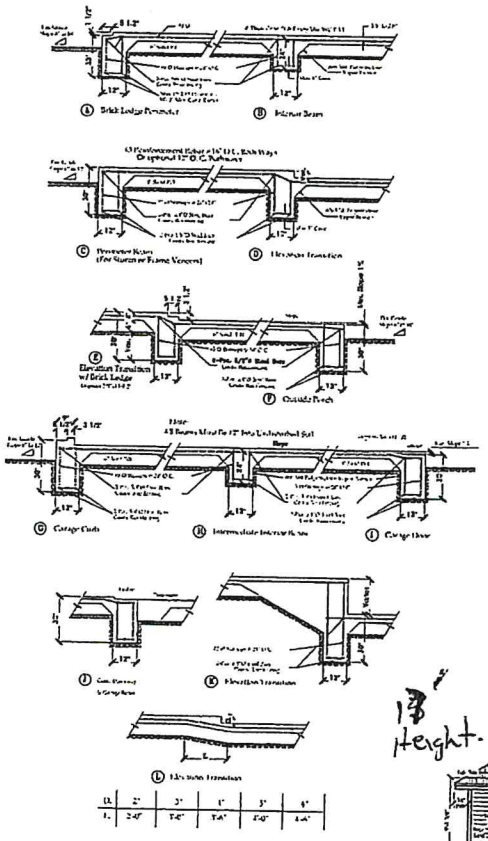
Marcos Alvarado
Lot #47, Block#1
Hidalgo Park Estates
Phar, Texas - Hidalgo County

DATE: 04-16-2022

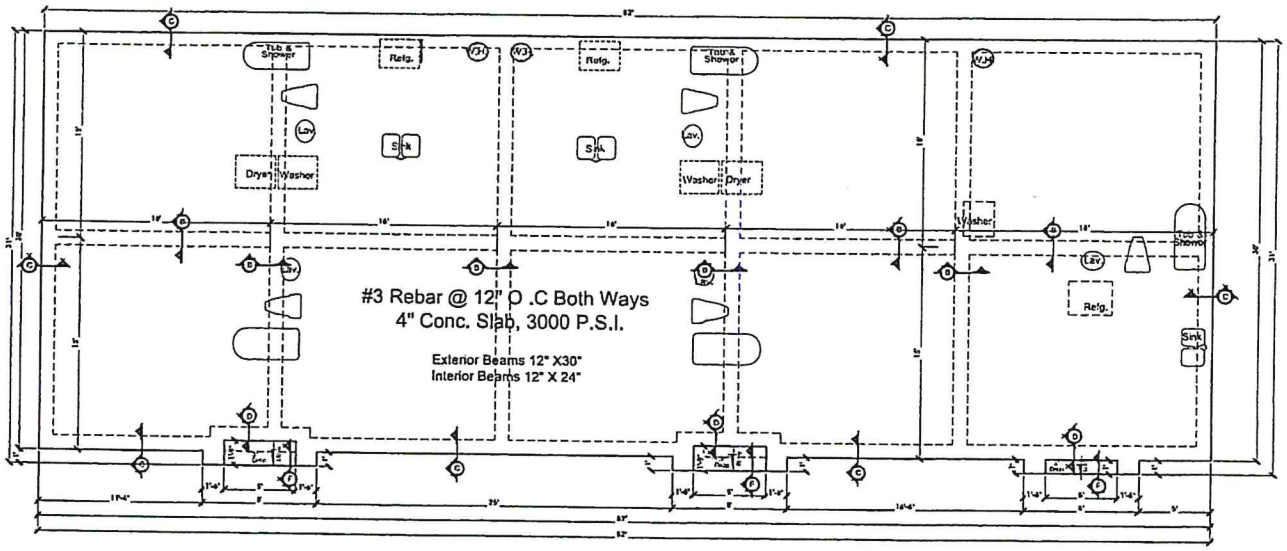
A-LA-955-2021

2 | 3

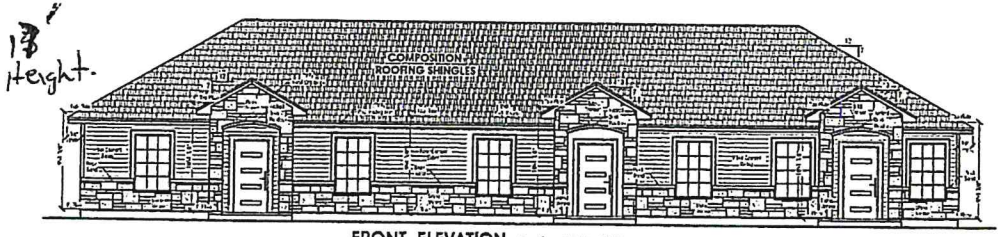
F-1



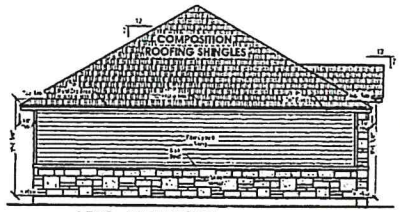
FOUNDATION DETAILS Scale : None



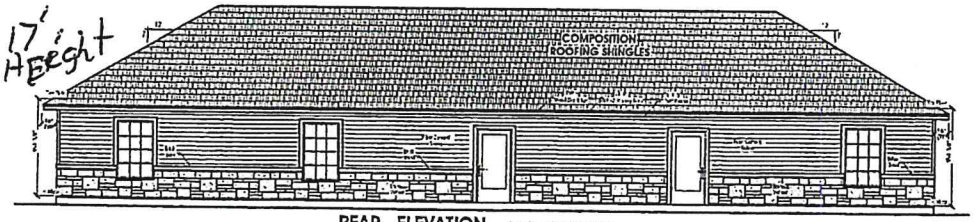
FOUNDATION PLAN Scale : 1/4"=1'-0"



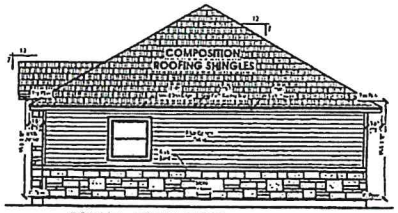
FRONT ELEVATION Scale : 3/16"=1'-0"



LEFT ELEVATION Scale : 3/16"=1'-0"



REAR ELEVATION Scale : 3/16"=1'-0"



RIGHT ELEVATION Scale : 3/16"=1'-0"

1022 E. Tyler Suite #3
Harlingen, Texas 78550
Office: (956) 425-6604
E-mail: jandidesigns@att.net
Javier Martinez (956)345-5151
Ignacio Martinez (956)245-7106

J&I DESIGNS

Marcos Alvarado
Lot #47, Block#1
Hidalgo Park Estates
Pharr, Texas - Hidalgo County

Date 04-18-2022

A-LA-955-2021

Sheet 3 of 3

S-1

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.2.
DATE SUBMITTED: September 27, 2022
MEETING DATE: October 3, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Jorge A. Espino, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single Family Residential District (R-1). The property is legally described as being 0.684 acres, more or less, out of Lot 191, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 904 E. Sam Houston Avenue. COZ#220847 **This item supports EV - Economic Vitality.**

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

Issue: Jorge A. Espino, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single Family Residential District (R-1).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Single Family Residential District (R-1) as the property meets area requirements, is in line with the future land use plan, and has adequate ingress and egress.

At the Planning and Zoning Commission meeting of September 26, 2022, the Board voted unanimously to recommend approval of the rezoning request. There were five members present and voting.

Alternatives: N/A

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

ROUTING:

Melissa Ramirez	Created/Initiated - 9/27/2022
Patricia Rigney	Approved - 9/29/2022
Kimberly Mendoza	Approved - 9/29/2022

City Management Office Final Approval - 9/30/2022

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, OCTOBER 3, 2022**

TO: **MAYOR AND CITY COMMISSION**

FROM: **KIMBERLY MENDOZA, DEVELOPMENT SERVICES DIRECTOR**

THROUGH: **ANALI ALANIS, INTERIM CITY MANAGER**

SUBJECT: **Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Single Family Residential District (R-1). The property is legally described as being 0.684 acres, more or less, out of Lot 191, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 904 E. Sam Houston Avenue. COZ#220847**

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

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

DESCRIPTION OF PROPERTY:

Jorge A. Espino, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single Family Residential District (R-1) in order to develop and construct a single-family residence.

The subject site which is located on the south side of East Sam Houston Avenue, approximately 3,742 ft. east of South Cage Boulevard and has a physical address of 904 East Sam Houston Avenue. The property is legally described as being 0.684 acres, more or less, out of Lot 191, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Sam Houston Avenue, an 80' major collector, with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The property to the west was rezoned from Agricultural and/or Open Space District (A-O) to Single Family Residential District (R-1) on April 1, 1997. The property to the east was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on February 19, 2005. The property to the south was rezoned from Agricultural and/or Open Space District (A-O) to Residential Single Family District (R-1) on April 19, 1983. There has been no other zoning request within the general vicinity of the subject property since that time. The property is generally designated for single family use in the Land Use Plan.

The Single-Family District is intended to be composed of single-family dwellings together with public, denominational and private schools, churches and public parks essential to create basic neighborhood units. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage. It is intended for areas that are properly buffered from nonresidential uses and protected from pollution and/or environmental hazards or from high volume of non-single-family traffic.

Seventeen (17) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius owners on September 2, 2022, and a legal notice was published in the Advance News Journal on September 7, 2022. Staff received zero (0) response to the letters or the legal notice.

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

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Single Family Residential District (R-1) at the meeting on September 26, 2022

CITY COMMISSION OPTIONS:

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

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Jorge A. Espino
APPLICANT

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

904 E Sam Houston Avenue
ADDRESS

Single Family Residedntial District (R-1)

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

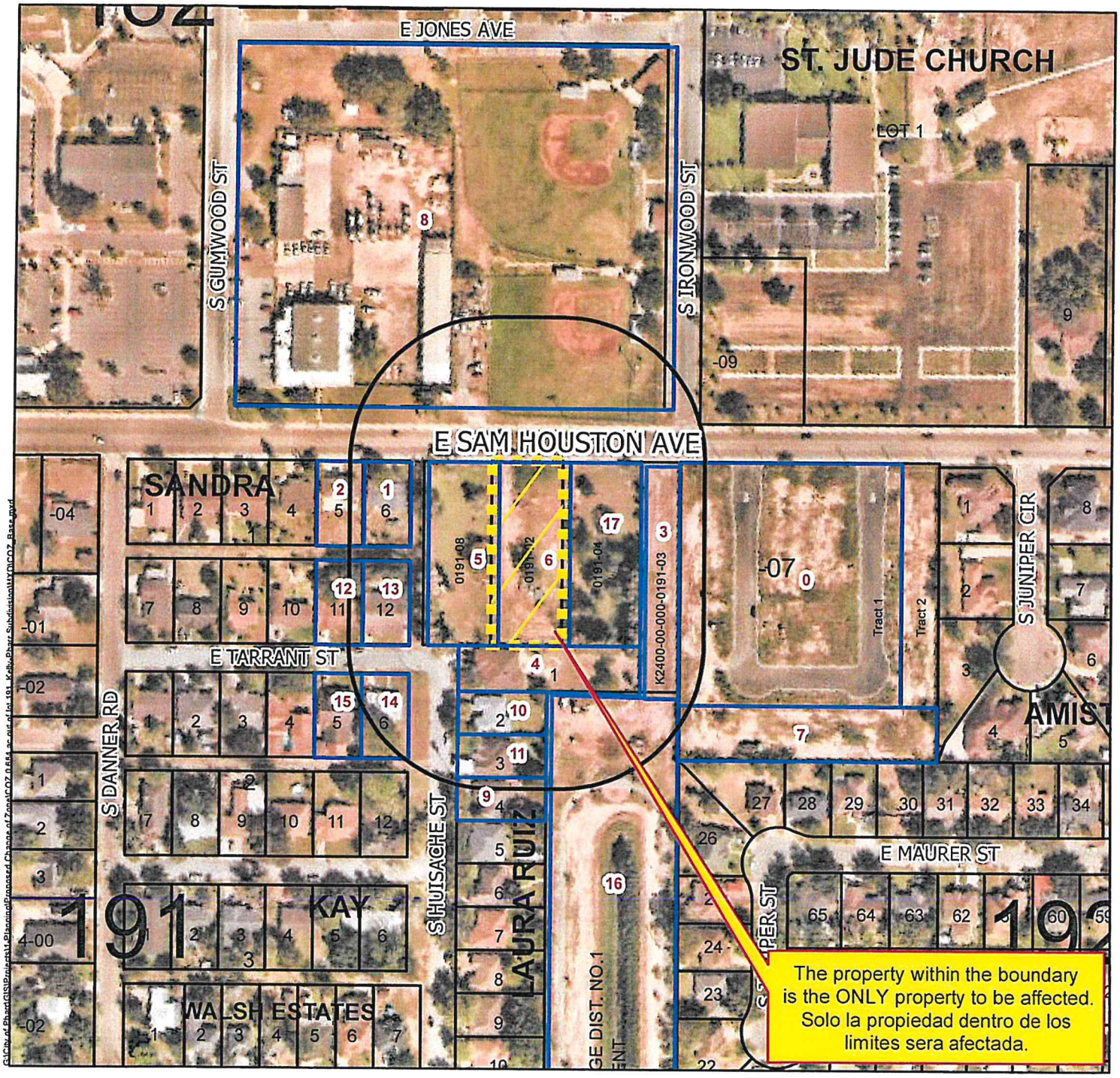
STAFF RECOMMENDATIONS: **Approval**

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

Laura Fonseca
PREPARED BY

September 19, 2022
DATE

Proposed Change of Zone
904 E Sam Houston Ave / 0.684 ac Lot 191, Kelly-Pharr
Jorge A. Espino



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
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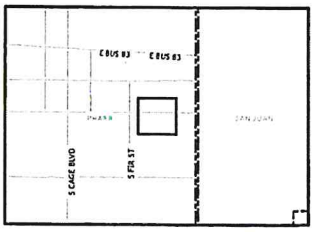
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development
- 200 ft Notification Buffer Zone
- Notified Properties
- Subject Property

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



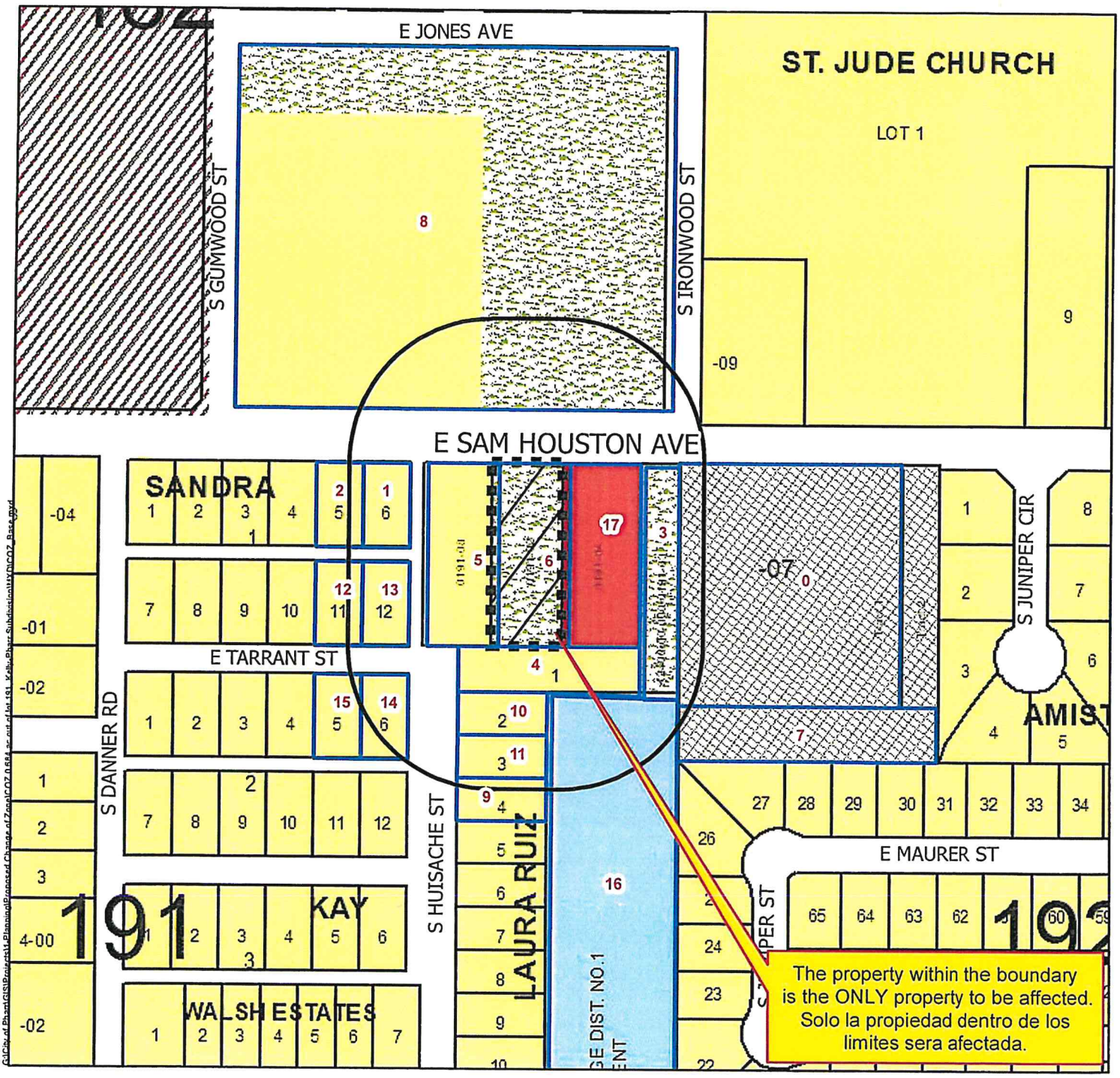
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 9/1/2022

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

Proposed Change of Zone
904 E Sam Houston Ave / 0.684 ac Lot 191, Kelly-Pharr
Jorge A. Espino



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
- 200 ft Notification Buffer Zone
- Notified Properties
- Subject Property

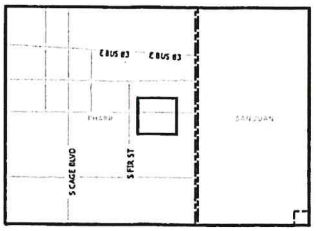
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 9/1/2022

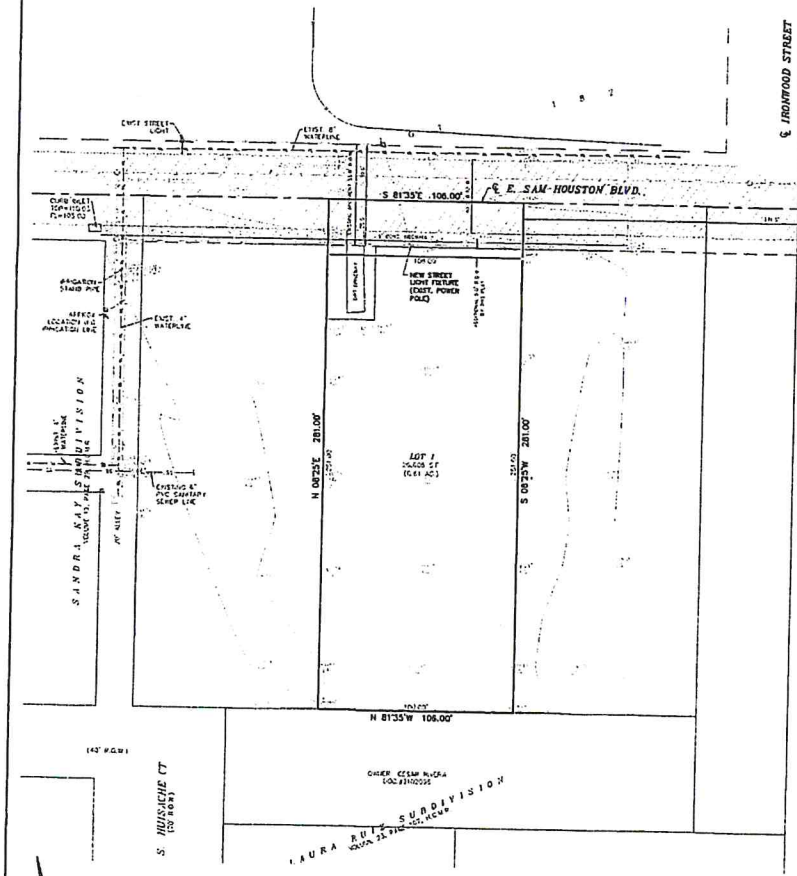
Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet



LA PIEDAD SUBDIVISION

BEING A SUBDIVISION OF 0.634 ACRE OUT OF LOT 181, KELLY PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134 OF THE HIDALGO COUNTY MAP RECORDS

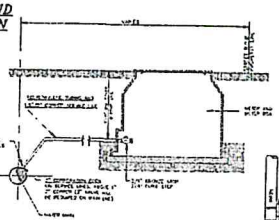


EXISTING CONDITION AND STREET LIGHT LOCATION

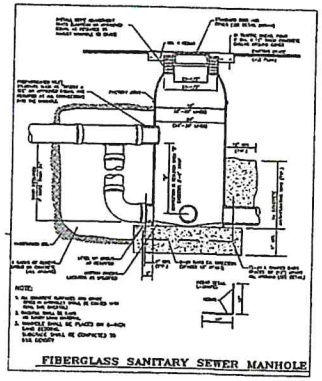
SCALE 1"=30'

BENCHMARK: CITY OF PHARR BENCHMARK #29
ELEVATION 111.42
SITE BENCHMARK: FOUND 1/2"-INCH IRON ROD LOCATED ON THE NORTHWEST CORNER OF THIS SUBDIVISION ELEVATION= 110.62

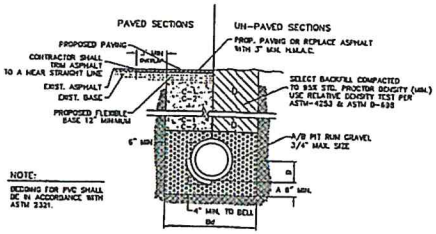
LEGEND
- Found 1/2" iron rod
- Set 1/2" iron rod with a plastic cap stamped "REA"
- Fence line
- Irrigation stand pipe
- Water valve
- Gas valve
- Power Pole
- Irrigation area (approx. location)
- Sanitary sewer line (approx. location)
- Overhead power cable (approx. location)
- Direction of flow arrow



SINGLE WATER SERVICE CONNECTION
NOT TO SCALE



FIBERGLASS SANITARY SEWER MANHOLE



NOTE:
BEDDING FOR PVC SHALL BE IN ACCORDANCE WITH ASTM 2321.

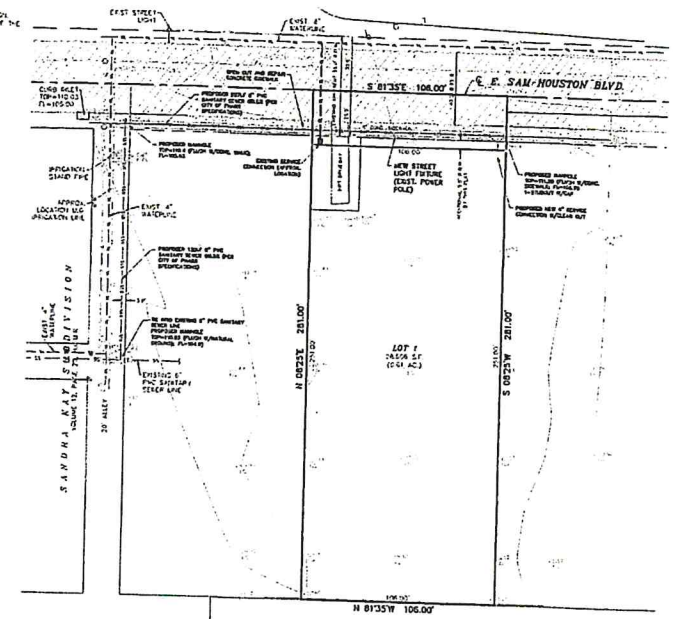
A. GRAVEL BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

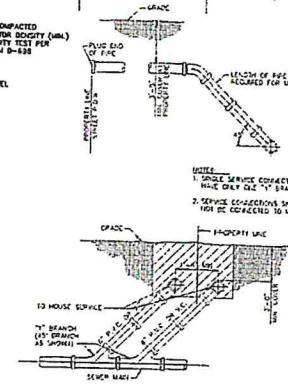
B. GRAVEL PLACED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 4" ABOVE TOP OF PIPE. PIT RUN GRAVEL 3/4" MAX. SIZE

C. TRENCH WIDTHS SHALL BE BELL O.D. + 12" OR IN ACCORDANCE WITH ASTM 2321 FOR PVC PIPE AND ASTM C12 (LATEST) FOR VITRIFIED CLAY PIPE. C-1 (CITY STREET, PARKING AREA, DRIVEWAYS). SELECT EXCAVATED BACK FILL COMPACTED TO 95% STP. PROCTOR IN 8" LIFTS. MECHANICAL COMPACTION. C-2 (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. SELECTED EARTH BACKFILL COMPACTED TO 95% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (NULLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

TRENCH BEDDING CIRCULAR PIPE (SANITARY SEWER)
NOT TO SCALE





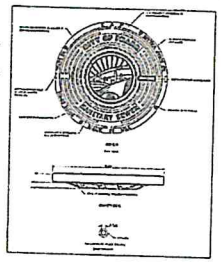
NOTES:
1. SINGLE SERVICE CONNECTIONS WILL HAVE ONLY ONE "Y" BRANCH
2. SERVICE CONNECTIONS SHALL NOT BE CONNECTED TO MANHOLES

SANITARY SEWER SERVICE CONNECTION
NOT TO SCALE

WATER AND SANITARY SEWER SERVICE LAYOUT

SCALE 1"=30'

NOTE: ALL MATERIALS AND IMPROVEMENTS TO BE CONSTRUCTED TO THE CITY OF PHARR SPECIFICATIONS.



PRELIMINARY– FOR REVIEW ONLY

STATE OF TEXAS
REYNALDO ROBLES, JR.
102357
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY REYNALDO ROBLES, JR PE. HOWEVER ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

DRAWN BY: JR
DATE: 6-20-21
JOB NO. 193-21
REVIEWED BY: JP

ROBLES ENGINEERING, LLC
PHARR, TEXAS
PO BOX 419
S.R.R. HIDALGO ST.
MISSION, TEXAS 78572
PHONE (956) 584-2423
FAX (956) 584-2011

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.
DATE SUBMITTED:
MEETING DATE: October 3, 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.F.1.
DATE SUBMITTED: September 27, 2022
MEETING DATE: October 3, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Perez Consulting Engineers, representing Carlos Canales Melhem, owner of Pharr Bridge Investment, LP., is requesting preliminary plat approval of the proposed Master Plan of Pharr Bridge Business Park Phases 4 and 5 Subdivision. The property is legally described as being 20.58 acres of land and also being a part or portion of Lot 377, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 9800 Block of West Hi-Line Road. SUB#220826 **This item supports EV - Economic Vitality.**

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

Issue: Perez Consulting Engineers, representing Carlos Canales Melhem, owner of Pharr Bridge Investment, LP., is requesting preliminary plat approval of the proposed Master Plan of Pharr Bridge Business Park Phases 4 and 5 Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends preliminary plat approval of the proposed Master Plan of Pharr Bridge Business Park Phases 4 and 5 Subdivision subject to the listed conditions.

At the Planning and Zoning Commission meeting of September 26, 2022, the Board voted unanimously to recommend approval of the proposed Master Plan. There were five members present and voting.

Alternatives: N/A

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

ROUTING:

Melissa Ramirez	Created/Initiated - 9/27/2022
Patricia Rigney	Approved - 9/29/2022
Kimberly Mendoza	Approved - 9/29/2022
City Management Office	Final Approval - 9/30/2022

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, OCTOBER 03, 2022

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: MASTER PLAN PHARR BRIDGE BUSINESS PARK PHASE 4 AND 5 SUBDIVISION
FILE NO. **SUB#220826**

GENERAL INFORMATION:

APPLICANT: Perez Consulting Engineers, representing Carlos Canales Melhem, Owner of Pharr Bridge Investment, LP., is requesting preliminary plat approval of the proposed Master Plan Pharr Bridge Business Park Phase 4 and 5 Subdivision

LEGAL DESCRIPTION: The property is legally described as being a 20.58 acres of land and also being a part or portion of Lot 377, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 9800 Block of West Hi-Line Road.

ZONING: The property is currently zoned Limited Industrial District (L-I). The adjacent zones are Agricultural and/or Open Space District (A-O) and Limited Industrial District (L-I) to the north and west, Limited Industrial District (L-I) to the east and Agricultural and/or Open Space District (A-O) to the south. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Warehouses.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary plat approval of the proposed Master Plan Pharr Bridge Business Park Phase 4 and 5 Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. Provide R.O.W. dimension for future extension of S. Sugar Rd.
2. Shall escrow 1/3 of street R.O.W., along W. Hi-Line Rd.

EASEMENTS:

1. Shall provide a 15' exclusive easement to City of Pharr, for public water or sewer lines.
2. Label and show all existing easements.

SIDEWALK:
ADA:

1. Follow City of Pharr Standards.

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. Follow City of Pharr Construction Standards manual.

DRAINAGE:

1. See attached comments.

OTHER:

1. Label all monuments on plat layout.
2. Remove Lot 1, duplicated.
3. Label and show the 20' additional R.O.W., along W. Hi-Line Rd.
4. Location map to be cleared and how recorded subdivisions.
5. Use the word dedicated by plat if adding any easements.
6. Remove Lot 4, Pharr Bridge Business Park, not recorded.
7. Show limits of abandonment for waterline on plat layout and callout to be abandoned by plat.
8. Staff plat notes are attached comments.

PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission voted unanimously to approve the preliminary plat of the proposed Master Plan Pharr Bridge Business Park Phase 4 and 5 Subdivision at the meeting of September 26, 2022.

801 E. SAM HOUSTON
PHARR, TEXAS 78577
PHONE: 956-402-4300
FAX: 956-783-4688

Pharr Public Utilities

Ruben Rosales
Public Utilities Director

STRAFF REVIEW MEETING FOR:

PHARR BUSINESS PARK PHASE 4 AND 5 SUBDIVISION

****

COMMENTS: Initials: J.R. / O.D.L. SEPTEMBER 13, 2022

****

WATER:

- Water lines will need to reflect drawings sent on July 27, 2022
- Will need to show water details
- Will need to show water crossing details on the gas line
- Will need to show water services
- Follow City of Pharr Construction Standards Manual

SEWER:

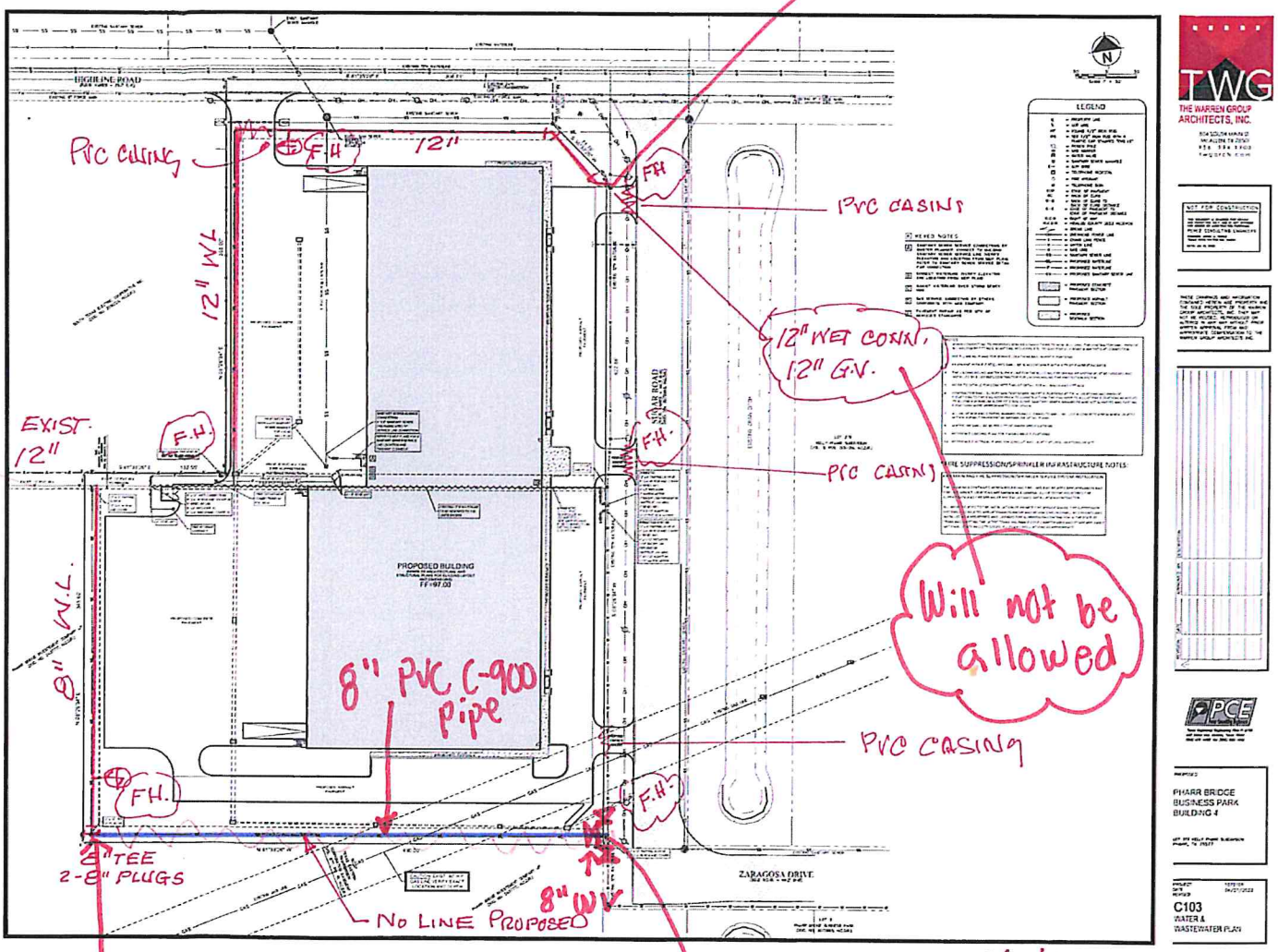
- Proposed 6"sewer service will need to be to main line (not into the manhole)
- Follow City of Pharr Construction Standards Manual

Developer/Owner/Responsible Party must comply with the conditions stated above. WATER 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 ALL 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:_____

12" Tee MJ
2 12" Water valves



6/10/22
J.O.P.

8" WV
8" WV
8" PVC C-900 pipe
FV

1-8" Tee (MJ)
3-8" Water valves

* Show crossing details for gas line.

Eddie Martinez

From:	Javier Rodriguez
Sent:	Tuesday, September 13, 2022 3:21 PM
To:	Eddie Martinez
Cc:	Oscar DeLeon; Ruben Rosales; Diana Martinez; Dago Soto; Rogelio Martinez Jr.; Roland Gomez; Kimberly A Mendoza; Ruben J. Alfaro
Subject:	Fwd: Trancasa - Pharr Bridge Business Park Phase 4
Attachments:	image001.gif; image002.png; image004.png; image002.png; image004.png; image005.jpg; image002.png; image004.png; image006.png; image007.png; image006.png; image006.png; image002.png; image004.png; image006.png; doc07062920220726104422.pdf

Good Afternoon,

Please see email trends below for concerning Pharr Bridge Business Park Phase 4 and 5
If you have any question please don't hesitate to contact me

Thank you

Javier Rodriguez

Distribution Supervisor
City of Pharr-Public Utilities
801 E. Sam Houston
Pharr, Tx.
Phone (956)402-4300 Ext: 2325
Cell: (956) 457-3307

javier.rodriguez@pharr-tx.gov

Begin forwarded message:

> **From:** Oscar DeLeon <oscar.deleon@pharr-tx.gov>
> **Date:** July 27, 2022 at 2:11:35 PM CDT
> **To:** Jorge Perez <jdp@perezce.com>, Ana Hernandez <ah@perezce.com>, Eddie Martinez <eddie.martinez@pharr-tx.gov>, Roland Gomez <roland.gomez@pharr-tx.gov>, Javier Rodriguez <javier.rodriguez@pharr-tx.gov>, rodolfo.bernal@pharr-tx.gov, Maria Rangel <maria.rangel@pharr-tx.gov>, Moises Beas <moises.beas@pharr-tx.gov>
> **Cc:** Ruben Rosales <ruben.rosales@pharr-tx.gov>, Diana Martinez <diana.martinez@pharr-tx.gov>
> **Subject: RE: Trancasa - Pharr Bridge Business Park Phase 4**
>
> Good Afternoon Mr. Perez.

I do apologize for the delay, the email was sent to my draft box. Attached is the requested information. If you have any questions please don't hesitate to contact me.

Thank You

Oscar De Leon Jr.
Public Utilities Assistant Director
City of Pharr
801 E. Sam Houston
Pharr Tx, 78577
Ph : (956) 402-4300 Ext 2324
Fax : (956) 783-4688
oscar.deleon@pharr-tx.gov

From: Oscar DeLeon
Sent: Monday, July 25, 2022 4:45 PM
To: Jorge Perez <jdp@perezce.com>; Ana Hernandez <ah@perezce.com>; Eddie Martinez <eddie.martinez@pharr-tx.gov>; Roland Gomez <roland.gomez@pharr-tx.gov>; Javier Rodriguez <javier.rodriguez@pharr-tx.gov>; rodolfo.bernal@pharr-tx.gov; Maria Rangel <maria.rangel@pharr-tx.gov>; Moises Beas <moises.beas@pharr-tx.gov>
Cc: Ruben Rosales <ruben.rosales@pharr-tx.gov>; Diana Martinez <diana.martinez@pharr-tx.gov>
Subject: RE: Trancasa - Pharr Bridge Business Park Phase 4

Yes, I will send those to you ASAP.

Thank You

Oscar De Leon Jr.
Public Utilities Assistant Director
City of Pharr
801 E. Sam Houston
Pharr Tx, 78577
Ph : (956) 402-4300 Ext 2324
Fax : (956) 783-4688
oscar.deleon@pharr-tx.gov

From: Jorge Perez <jdp@perezce.com>
Sent: Monday, July 25, 2022 4:44 PM
To: Oscar DeLeon <oscar.deleon@pharr-tx.gov>; Ana Hernandez <ah@perezce.com>; Eddie Martinez <eddie.martinez@pharr-tx.gov>; Roland Gomez <roland.gomez@pharr-tx.gov>; Javier Rodriguez <javier.rodriguez@pharr-tx.gov>; rodolfo.bernal@pharr-tx.gov; Maria Rangel <maria.rangel@pharr-tx.gov>; Moises Beas <moises.beas@pharr-tx.gov>
Cc: Ruben Rosales <ruben.rosales@pharr-tx.gov>; Diana Martinez <diana.martinez@pharr-tx.gov>
Subject: RE: Trancasa - Pharr Bridge Business Park Phase 4

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Thank you Oscar

Is it possible for you to send us the mark up plans to better understand your comments?

Jorge

Jorge D. Perez, P.E., R.P.L.S.
Senior Engineer
808 Dallas Avenue
McAllen, Texas 78501
956.631.4482
jdp@perezce.com

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From: Oscar DeLeon <oscar.deleon@pharr-tx.gov>
Sent: Monday, July 25, 2022 4:30 PM
To: Ana Hernandez <ah@perezce.com>; Eddie Martinez <eddie.martinez@pharr-tx.gov>; Roland Gomez <roland.gomez@pharr-tx.gov>; Javier Rodriguez <javier.rodriguez@pharr-tx.gov>; rodolfo.bernal@pharr-tx.gov; Maria Rangel <maria.rangel@pharr-tx.gov>; Moises Beas <moises.beas@pharr-tx.gov>
Cc: Jorge Perez <jdp@perezce.com>; Ruben Rosales <ruben.rosales@pharr-tx.gov>; Diana Martinez <diana.martinez@pharr-tx.gov>
Subject: RE: Trancasa - Pharr Bridge Business Park Phase 4

Good Afternoon Ma'am

After reviewing the plans provided and after we field verified the locations of the current water lines, the 8" proposed water line going to the S. will need to be connected back to the distribution system to the E. The reason for this line to be connected will be for the circulation of the water and fire protection if needed. Also please note this will be a 345' dead end, which will not be allowed. This will also include on the S. W. corner of the property to have a tee for future connection to the S. If you have any questions please don't hesitate to contact me or my staff.

Thank You

Oscar De Leon Jr.
Public Utilities Assistant Director
City of Pharr
801 E. Sam Houston

Pharr Tx, 78577
Ph : (956) 402-4300 Ext 2324
Fax : (956) 783-4688
oscar.deleon@pharr-tx.gov

From: Ana Hernandez <ah@perezce.com>
Sent: Monday, July 25, 2022 11:53 AM
To: Eddie Martinez <eddie.martinez@pharr-tx.gov>; Roland Gomez <roland.gomez@pharr-tx.gov>; Oscar DeLeon <oscar.deleon@pharr-tx.gov>; Javier Rodriguez <javier.rodriguez@pharr-tx.gov>; rodolfo.bernal@pharr-tx.gov; Maria Rangel <maria.rangel@pharr-tx.gov>; Moises Beas <moises.beas@pharr-tx.gov>
Cc: Jorge Perez <jdp@perezce.com>; Ana Hernandez <ah@perezce.com>
Subject: RE: Trancasa - Pharr Bridge Business Park Phase 4

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Good Morning, Eddie

As per previous conversations, we were informed we needed an approved Master Plan/Master Utility Plan in order to continue with the subdivision process.

Also, the water line layout was submitted to show we are looping the 12" line along the North and West of the subdivision boundary with a 8" line for future extension.

Currently, our office is in needed of approval of the submitted Master Plan/Master Utility Plan and Revised Water Line Layout in order to continue the designing and submitting the preliminary plans to your office.

If you have any questions, please feel free to let me know.

Ana Hernandez
Secretary - Records Manager
Perez Consulting Engineers
808 Dallas Ave.
McAllen, Texas 78501
956.631.4482

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender by reply of this email. This message contains confidential information such as plans, calculations, reports and direct communication to the intended addressee, and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by return e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

From: Eddie Martinez <eddie.martinez@pharr-tx.gov>
Sent: Monday, July 25, 2022 11:27 AM
To: Ana Hernandez <ah@perezce.com>; Roland Gomez <roland.gomez@pharr-tx.gov>; Oscar DeLeon

<oscar.deleon@pharr-tx.gov>; Javier Rodriguez <javier.rodriguez@pharr-tx.gov>; rodolfo.bernal@pharr-tx.gov; Maria Rangel <maria.rangel@pharr-tx.gov>; Moises Beas <moises.beas@pharr-tx.gov>
Cc: Jorge Perez <jdp@perezce.com>
Subject: RE: Trancasa - Pharr Bridge Business Park Phase 4

Good morning,

Ana,

Can you specify what exactly needs to be reviewed? So we can address it.

Thank you

Heriberto Martinez, Planner II
956-402-4242
P.O. Box 1729
118 S. Cage Blvd.
Pharr Texas, 78577
Website: www.pharr-tx.gov

From: Ana Hernandez <ah@perezce.com>
Sent: Monday, July 25, 2022 11:19 AM
To: Eddie Martinez <eddie.martinez@pharr-tx.gov>; Roland Gomez <roland.gomez@pharr-tx.gov>; Oscar DeLeon <oscar.deleon@pharr-tx.gov>; Javier Rodriguez <javier.rodriguez@pharr-tx.gov>; rodolfo.bernal@pharr-tx.gov; Maria Rangel <maria.rangel@pharr-tx.gov>; Moises Beas <moises.beas@pharr-tx.gov>
Cc: Jorge Perez <jdp@perezce.com>; Ana Hernandez <ah@perezce.com>
Subject: FW: Trancasa - Pharr Bridge Business Park Phase 4
Importance: High

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Good Morning, Eddie

I hope everyone had a good weekend.

I wanted to get a status update on the attached documents submitted for review. Our client is eager to get this project started and would appreciate some feedback. Also, is there anything we are lacking on our part to help expediate this process. Should any of this documents need to be submitted as hard copies please advise.

If you have any questions please feel free to contact our office at 956.631.4482 or via email at ah@perezce.com.

Thank you.

Ana Hernandez
Secretary - Records Manager
Perez Consulting Engineers
808 Dallas Ave.
McAllen, Texas 78501
956.631.4482

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From: Ana Hernandez
Sent: Friday, July 8, 2022 1:56 PM
To: Oscar DeLeon <oscar.deleon@pharr-tx.gov>; javier.rodriguez@pharr-tx.gov; rodolfo.bernal@pharr-tx.gov; Eddie Martinez <eddie.martinez@pharr-tx.gov>; roland.gomez@pharr-tx.gov; maria.rangel@pharr-tx.gov
Cc: Jorge Perez <jdp@perezce.com>; Ana Hernandez <ah@perezce.com>
Subject: RE: Trancasa - Pharr Bridge Business Park Phase 4
Importance: High

Good Afternoon, All

I am reaching out to your office/department to get a review status update on the attachments for the above referenced project.

Please let me know if your office/department has any comments or require additional changes.

Feel free to contact our office at 956.631.4482 or via email at ah@perezce.com.

Thank you.
Ana Hernandez
Secretary - Records Manager
Perez Consulting Engineers
808 Dallas Ave.
McAllen, Texas 78501
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From: Oscar DeLeon <oscar.deleon@pharr-tx.gov>
Sent: Monday, June 27, 2022 3:26 PM
To: Ana Hernandez <ah@perezce.com>
Subject: RE: Trancasa - Pharr Bridge Business Park Phase 4

Good Afternoon Ma'am

I will get with our staff concerning this exact location and we will let you know if we find any red lines which will need to be looked at. If you have any other questions please don't hesitate to contact me.

Thank You

Oscar De Leon Jr.
Public Utilities Assistant Director
City of Pharr
801 E. Sam Houston
Pharr Tx, 78577
Ph : (956) 402-4300 Ext 2324
Fax : (956) 783-4688
oscar.deleon@pharr-tx.gov

From: Ana Hernandez <ah@perezce.com>
Sent: Monday, June 27, 2022 10:36 AM
To: Oscar DeLeon <oscar.deleon@pharr-tx.gov>; Javier Rodriguez <javier.rodriguez@pharr-tx.gov>; Rodolfo Bernal <rodolfo.bernal@pharr-tx.gov>
Cc: Ana Hernandez <ah@perezce.com>
Subject: Trancasa - Pharr Bridge Business Park Phase 4

Good Morning, Mr. DeLeon

I am reaching out to your office about the review status for the above referenced project.

Our office did submit the Revised Water Line Layout, Utility Master Plan and the Subdivision Master Plan; hereto attached; to the Planning Department for review.

We were then advised that these documents were forward to the Public Utility Department and that I should contact you directly for a review status.

Please let me know if any changes are needed or if you have any questions; feel free to contact our office at 956.631.4482 or via email at ah@perezce.com.

Thank you.
Ana Hernandez
Secretary - Records Manager
Perez Consulting Engineers
808 Dallas Ave.
McAllen, Texas 78501
956.631.4482

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Pharr
Fire Department

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

Subdivision: Pharr Bridge Business Park Phase 4 & 5

Reviewed by: Dago Soto September 15, 2022

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or 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 hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential 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 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2012. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet 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. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-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.
7. 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.
8. A $25.00 fee for each **BLUE MARKER** to be affixed on pavement by city to indicate location of the fire hydrant. FIRE HYDRANT COLOR MUST BE FACTORY **YELLOW** FROM MANUFACTURE PRIOR TO INSTALLATION.
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet).*With lettering at least 3 inches tall (FIRE LANE – TOW AWAY ZONE).
11. 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: 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 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. 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 the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

- **Shall show existing and proposed fire hydrants on Utility layout**
- **Missing Fire Hydrant details and valve box details**
- **Preferably Mueller Brand Fire Hydrant (factory yellow)**

Pharr Public Work

SUBDIVISION: **Staff Review Meeting** **DATE: 09/13/2022**

Pharr Bridge Business Park **20.58 Acres (G)**

S. Sugar Road.

Pharr Tx, 78577

Plat Notes:

- **No comments**

General Notes:

- **Show Drainage details**
- **Obtain discharge permit from Public Works if connecting to city storm system.**
- **Show all utility crossing, elevations and outfalls details.**
- **Approved (by City Engineering Department) Drainage Layout Plan with Details to S.W.P.P.P.**
- **Show and Attach Erosion & Sediment Control Layout with BMP Details to S.W.P.P.P.**
- **Erosion & Sediment Plan Layout Must Be in Place Prior to any Earth Disturbance**
- **Erosion & Sediment Control during construction Shall be in accordance with the current Texas Pollution Discharge Elimination System (T.P.D.E.S.) Texas commission of Environmental Quality (T.C.E.Q.) and City of Pharr B.M.P. requirements.**
- **Must submit (1) digital copy in (USB) to review and must be approved prior to any earthwork disturbance or Notice to Proceed (N.T.P.) is issued. Must submit (3) three hard copies of the Finalized Stormwater Pollution Prevention Plan (S.W.P.P.P.) at Pre-Construction Stage.**

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Pharr Bridge Business Park Phase 4 & 5 Subdivision

DATE: September 15, 2022

REVIEW: Preliminary (comments plans dated 8-30-2022)

PLAT

1. Signature from P.E.
2. Signature from R.P.L.S.
3. Note No. 5--- Revise note to say… "Owners to maintain detention / retention areas".
4. Add note---5.0'ft sidewalk with ADA wheelchair ramps and landings shall be constructed along all streets at the time of building permit phase".
5. Add note--- Owners to maintain ROW and perimeter of subdivision.
6. Label all easements and ROW dedications if any.

SITE PLAN

1. Provide trench safety plan for utility installation.
2. Provide street light layout. Spacing not to exceed 250 feet.
3. Include all pertinent City of Pharr details for water and sewer items.
4. Include utility cross detail of water/gas line crossing.
5. Verify scale used for site plan.

DRAINAGE

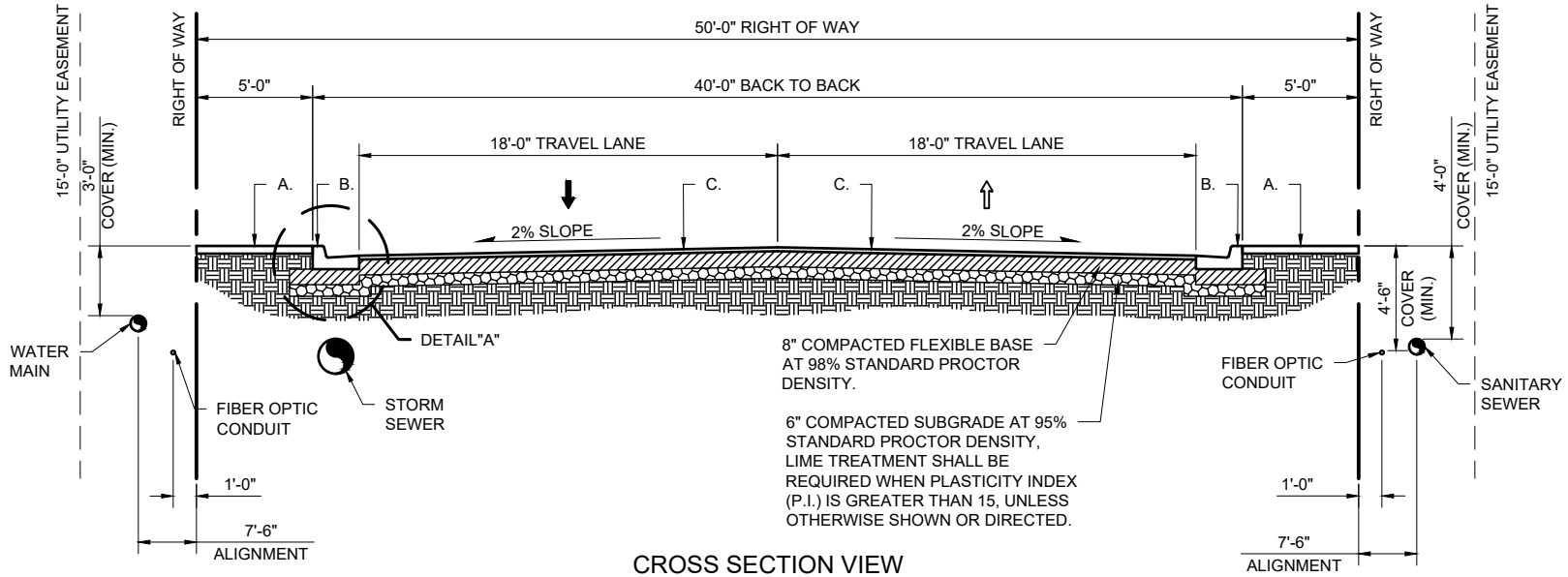
1. Drainage plan to be reviewed and approved at building permit stage.

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).

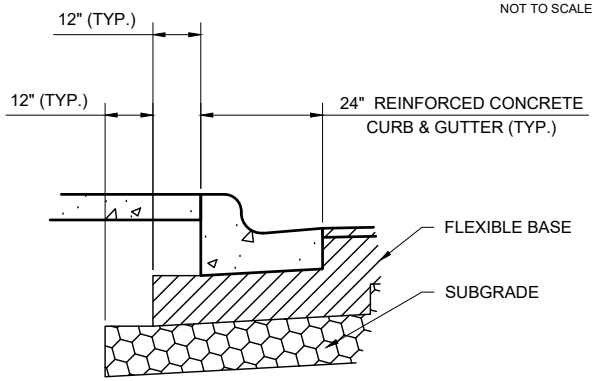
ADDITIONAL COMMENTS

- Access road must follow City of Pharr standards for paving.
- Testing will be required for concrete, paving and backfilling items.
- Curb and gutter must meet design strength of 3000 psi and must include 3 #3 continuous rebar.
- Sidewalk must meet design strength of 3000 psi and must follow City design standard.
- Driveway shall have a design strength of 4000 psi and concrete drive shall meet the appropriate design strength to prevent damage.
- Drainage headwall shall include a footing on top and shall be a minimum 18 inches long.
- Headwall width from edge to edge of discharge pipe shall be 18 inches minimum.
- Gate valve concrete collar dimensions shall be 30 inches x 30 inches x 6 inches.
- Proposed fire hydrants shall be 6 feet from back of curb.
- Fire hydrant detail preferred brand Mueller factory yellow. (Note: connection from hydrant to valve box is mechanical joint to mechanical joint and from valve box to watermain is flange to flange).
- Show all utility crossings that may be present in this site plan.
- Sanitary sewer service wye requires concrete cradle.
- Provide Public Works discharge permit when discharging into City storm system.



CROSS SECTION VIEW

NOT TO SCALE



DETAIL "A"

NOT TO SCALE

CONSTRUCTION NOTES:

A. 5'-0" (MIN.) REINFORCED CONC. SIDEWALK.
B. 24" REINFORCED CONCRETE CURB & GUTTER.
C. 2" H.M.A.C. PAVEMENT TYPE "D" WITH LIMESTONE & PRIME COAT (MC-30).

FIBER OPTIC NOTES:

1. ALL ROADWAYS SHALL HAVE AN INNER DUCT WITH A PULL STRING INSIDE THE ROAD RIGHT OF WAY, BUT OUTSIDE THE PAVEMENT.
2. A HAND HOLD SHALL BE INSTALLED BETWEEN EVERY OTHER LOT. SIZE TO BE DETERMINED BY CITY ENGINEER.
3. $1\frac{1}{4}$" INNER DUCT SHALL BE RUN FROM EVERY HAND HOLE, ACROSS THE ROADWAY, AND TO A HAND HOLE BETWEEN EVERY OTHER LOT ON THE OPPOSITE SIDE OF THE ROADWAY. SIZE TO BE DETERMINED BY THE CITY ENGINEER.
4. ALL INNER DUCT TO BE A MINIMUM OF 4'-6" DEEP.
5. ALL CONSTRUCTION PACKAGES MUST INCLUDE A CONDUIT PLAN.
6. REFER TO COMB STANDARDS FOR TYPICAL CONDUIT SYSTEM LAYOUT.

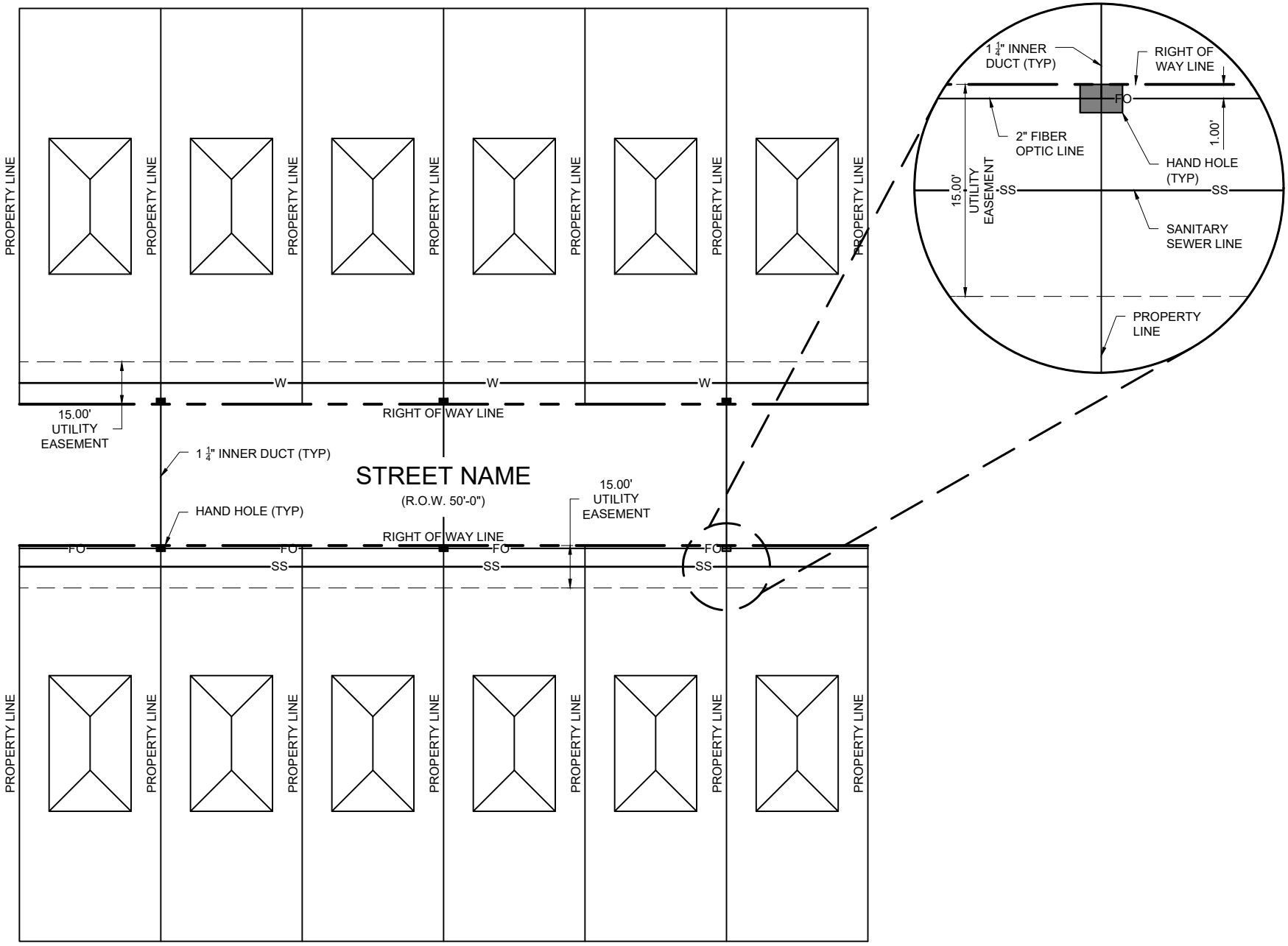
STR-1

Pharr Engineering
118 S Cage Blvd.
Pharr, TX 78577
956-402-4221

DESIGNED BY:	DESIGNER		
DRAWN BY:	DRAWN_BY		
CHECKED BY:	CKD_BY		
DATE:	DATE		

LOCAL 50' WITH
15' UTILITY EASEMENT

\\pharr1-fs4\Engineering\D-Drafting & Mapping\4-Drafting\Standard Details\1-City of Pharr\2019 Revisions\STR - Street\STR-1_STR-1A Local 50' with 15' Utility Easement.dwg



STR-1A

\\pharr1-fs4\Engineering\D-Drafting & Mapping\4-Drafting\Standard Details\1-City of Pharr\2019 Revisions\STR - Street\STR-1_STR-1A Local 50' with 15' Utility Easement.dwg

Pharr Engineering
118 S Cage Blvd.
Pharr, TX 78577
956-402-4221

DESIGNED BY:	DESIGNER
DRAWN BY:	DRAWN_BY
CHECKED BY:	CKD_BY
DATE:	DATE

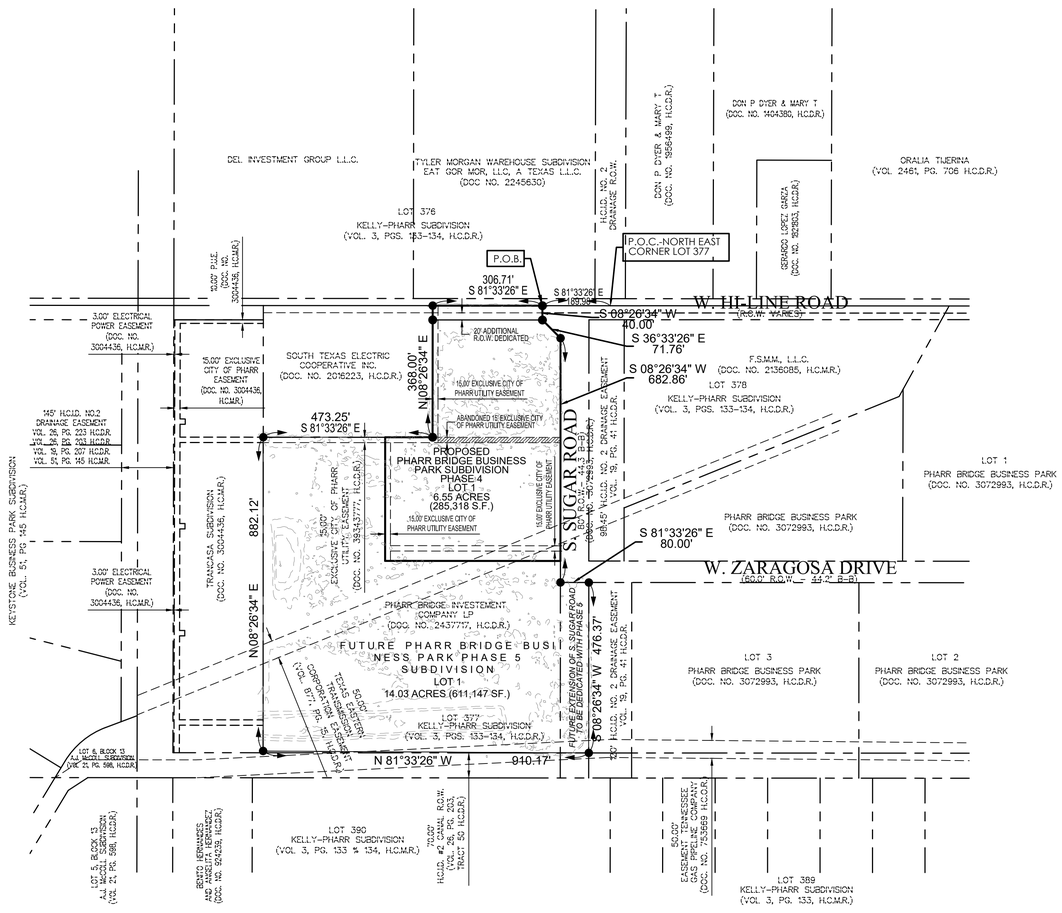
LOCAL 50' WITH 15' UTILITY EASEMENT

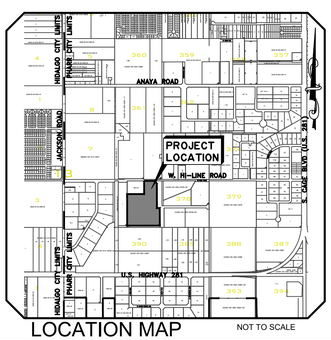
LEGEND:

F ● 1/2" IRON ROD FOUND
S ○ 1/2" IRON ROD SET W/ A PLASTIC CAP STAMPED
I.R.F. IRON ROD FOUND
I.R.S. IRON ROD SET
H.C.M.R. HIDALGO COUNTY MAP RECORDS
H.C.D.R. HIDALGO COUNTY DEED RECORDS

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.U.E. DENOTES PUBLIC UTILITY EASEMENT
R.O.W. DENOTES RIGHT OF WAY
— — — ℄ ROAD
— — — EXISTING R.O.W.

200 0 200
Scale 1" = 200'
BEARING BASIS: T.S.P.C. SOUTH ZONE





LOCATION MAP NOT TO SCALE

METES AND BOUNDS DESCRIPTION :

A TRACT OF LAND CONTAINING 20.58 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF **LOT 377, KELLY-PHARR SUBDIVISION**, MAP REFERENCE, VOLUME 3, PAGES 133 AND 134, H.C.D.R., AND SAID 6.83 ACRES OF LAND ALSO BEING A PART OR PORTION OF A TRACT OF LAND DEEDED TO PHARR BRIDGE INVESTMENTS COMPANY, LP, RECORDED ID IN DOCUMENT NO. 2437717, H.C.D.R., AND SAID 6.83 ACRES OF LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING ON THE NORTHEAST CORNER OF SAID LOT 377 WITHIN THE RIGHT-OF-WAY OF W. HI-LINE ROAD; THENCE N 81° 33' 26" W, ALONG THE NORTH LINE OF SAID LOT 377 AND WITHIN THE RIGHT-OF-WAY OF SAID W. HI-LINE ROAD A DISTANCE OF 189.98 FEET TO NORTHEAST CORNER OF THIS TRACT AND THE **POINT OF BEGINNING**;

THENCE S 08° 26' 34" W, AT A DISTANCE OF 20.00 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE SOUTH RIGHT-OF-WAY LINE OF SAID W. HI-LINE ROAD AND THE NORTHWEST CORNER OF PHARR BRIDGE BUSINESS PARK PHASE II AND THE WEST RIGHT-OF-WAY LINE OF SUGAR ROAD AS RECORDED IN DOCUMENT NO. 3072993, H.C.M.R., AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SUGAR ROAD A TOTAL DISTANCE OF 40.00 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN INSIDE CORNER OF THIS TRACT;

THENCE S 36° 33' 26" E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID S. SUGAR ROAD, A DISTANCE OF 71.76 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE S 08° 26' 34" W, CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID S. SUGAR ROAD, A DISTANCE OF 682.86 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 81° 33' 26" E, A DISTANCE OF 80.00 FEET TO A POINT FOR A CORNER OF THIS TRACT;

THENCE S 08° 26' 34" W, A DISTANCE OF 476.37 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 81° 33' 26" W, A DISTANCE OF 910.17 FEET TO A POINT ON THE S.E. CORNER OF THE TRANCASA SUBDIVISION AS RECORDED IN DOCUMENT NO. 3004436 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 08° 26' 34" E, ALONG THE COMMON LINE OF SAID PHARR BRIDGE INVESTMENTS COMPANY, LP AND SAID TRANCASA SUBDIVISION, A DISTANCE OF 822.12 FEET TO A POINT FOR THE MOST WEST NORTHWEST CORNER OF THIS TRACT, SAID POINT BEING ON THE SOUTHWEST CORNER OF THAT CERTAIN SOUTH TEXAS ELECTRIC COOPERATIVE, INC. TRACT AS RECORDED IN DOCUMENT NO. 2016223 H.C.D.R.;

THENCE S 81° 33' 26" E, ALONG THE SOUTH LINE OF THE SAID TEXAS ELECTRIC COOPERATIVE TRACT A DISTANCE OF 473.25 FEET TO AN IRON ROD FOUND FOR A CORNER OF THIS TRACT AND THE SOUTHEAST CORNER OF THE TEXAS ELECTRIC COOPERATIVE TRACT;

THENCE N 08° 26' 34" E, ALONG THE COMMON LINE OF SAID PHARR BRIDGE INVESTMENTS COMPANY, LP AND SAID TEXAS COOPERATIVE TRACT, A DISTANCE OF 368.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT, SAID POINT BEING ON THE NORTH LINE OF LOT 377, KELLY PHARR SUBDIVISION AND INSIDE THE W. HI-LINE ROAD RIGHT-OF-WAY;

THENCE S 81° 33' 26" E, ALONG THE NORTH LINE OF SAID LOT 377 AND THE NORTH LINE OF SAID PHARR BRIDGE INVESTMENTS COMPANY LP, A DISTANCE OF 306.71 FEET TO THE **POINT OF BEGINNING**, CONTAINING 20.58 ACRES OF LAND, MORE OR LESS.

THE METES AND BOUNDS DESCRIPTION ABOVE HAS BEEN ESTABLISHED FROM RECORD PLATS AND DOCUMENTS AND NOT FROM ON-GROUND FIELD SURVEY.

GENERAL NOTES:

1. FLOOD ZONE DESIGNATION: ZONE "B"
   ZONE "B" IS DEFINED AS 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: 4803340500 B
   MAP REVISED: JANUARY 2, 1981.
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE CENTERLINE OF ROADWAY MEASURED AT FRONT CENTER OF EACH LOT.
3. MINIMUM BUILDING SETBACK AS PER CITY OF PHARR ORDINANCE.
4. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 11,253 ACRES AND A VOLUME OF APPROXIMATELY 1.55 ACRE-FEET (67,518 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 COMMERCIAL DEVELOPMENT.
5. OWNERS ARE TO MAINTAIN DETENTION/RETENTION AREAS.
6. CITY OF PHARR BENCHMARK: MONUMENT #6
   HORIZONTAL DATUM IS TEXAS STATE PLACE COORDINATES SOUTH ZONE
   VERTICAL DATUM IS NGVD 1988 USING GEOID MODEL 1999
   ELEVATION = 95.72 FEET.
   NORTHING=16563137.028 EASTING=1077655.765
   LOCATION: APPROXIMATELY 1,150 FEET WEST OF S. SUGAR ROAD LOCATED ON THE SOUTH SIDE OF HI-LINE ROAD ON THE EAST SIDE OF AN EXISTING DRAINAGE DITCH.
7. NO STRUCTURES SHALL BE BUILT ON TOP OF ANY EASEMENT.
8. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
9. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
10. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
11. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE SITE PLAN AND BUILDING PERMIT REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
12. 5 FEET SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDINGS SHALL BE CONSTRUCTED ALONG ALL STREETS AT THE TIME OF BUILDING PERMIT PHASE.
13. OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.

STATE OF TEXAS
COUNTY OF HIDALGO
KNOW ALL MEN BY THESE PRESENTS:

THAT PHARR BRIDGE INVESTMENT, LP ESTABLISHED UNDER THE LAWS OF THE STATE OF TEXAS, OWNER OF THE REAL PROPERTY THE SUBJECT OF THIS PLAT, AND DESIGNATED HEREIN AS **MASTER PLAN FOR THE PHARR BRIDGE BUSINESS PARK PHASE 4 AND 5 SUBDIVISION** TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THOSE PORTIONS OF THE SUBDIVISION DESIGNATED AS STREETS, ALLEYS, EASEMENTS, PARKS, WATERCOURSES AND DRAINS, EXCEPT THAT THE UNDERSIGNED SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF PHARR, TEXAS.

WITNESS MY HAND ON THIS THE_____ DAY OF,_____ A.D. 20__.

_____
CARLOS CANALES MELHEM - OWNER
PHARR BRIDGE INVESTMENT, LP
100 AUSTIN DR. SUITE B
PHARR, TEXAS 78577

STATE OF TEXAS
COUNTY OF HIDALGO
ON THIS DAY PERSONALLY APPEARED **CARLOS CANALES MELHEM**, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND ACTING IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND ON THIS THE_____ DAY OF,_____ A.D. 20__.

_____
NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HIDALGO
THIS PLAT HAS BEEN SUBMITTED AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF PHARR AND HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS THE_____ DAY OF,_____ A.D. 20__.

_____
DANNY WYLIE - CHAIRMAN
PLANNING AND ZONING COMMISSION
PHARR, TEXAS

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 REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

DATED THIS THE_____ DAY OF, _____ A.D. 20__.

_____ ATTEST:_____
AMBROSIO HERNANDEZ CITY CLERK
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO DRAINAGE DISTRICT NO. 1:
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

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

STATE OF TEXAS
COUNTY OF HIDALGO
IRRIGATION DISTRICT NO. 2:

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 PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAYS OR EASEMENTS.

_____ ATTEST: _____
PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, 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 HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF PHARR, TEXAS.

DATED THIS THE_____ DAY OF, _____ 2022.

_____
CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608
C.V.Q. LAND SURVEYORS, LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
T.B.P.E.L.S. FIRM NO. 10119600

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION WAS GIVEN TO THIS PLAT.

DATED THIS THE_____ DAY OF, _____ 2022.

_____
JORGE D. PEREZ, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS T.B.P.E. NO. 34594

STATE OF TEXAS
JORGE D. PEREZ
34594
LICENSED
PROFESSIONAL ENGINEER

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

PCE Perez Consulting Engineers
Texas Registered Engineering Firm F-2158
808 Dallas Ave. McAllen, Texas 78501
(956) 631-4482 fax (956) 682-1545
DATE OF PREPARATION: APRIL 21, 2022

MASTER PLAN

PHARR BRIDGE BUSINESS PARK PHASE 4 AND 5

PHARR, TEXAS

A TRACT OF LAND CONTAINING 20.58 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 377, KELLY-PHARR SUBDIVISION, MAP REFERENCE, VOLUME 3, PAGES 133 AND 134, H.C.D.R., AND SAID 20.58 ACRES OF LAND ALSO BEING A PART OR PORTION OF A TRACT OF LAND DEEDED TO PHARR BRIDGE INVESTMENTS COMPANY, LP, RECORDED ID IN DOCUMENT NO. 2437717, H.C.D.R., PHARR, TEXAS

CONTACT INFORMATION:

OWNER:	CARLOS CANALES MELHEM PHARR BRIDGE INVESTMENT, LP 100 AUSTIN DR. SUITE B PHARR, TEXAS 78577
ENGINEER:	PCE-PEREZ CONSULTING ENGINEERS 808 DALLAS AVENUE McALLEN, TEXAS 78501
SURVEYOR:	CVQ LAND SURVEYORS LLC 517 BEAUMONT AVE. McALLEN, TEXAS 78501

ACad Rel: 24.2s (LMS Tech) User: jh
Sep 20, 2022 - 3:18PM LTI PSLT: TWO VR:0
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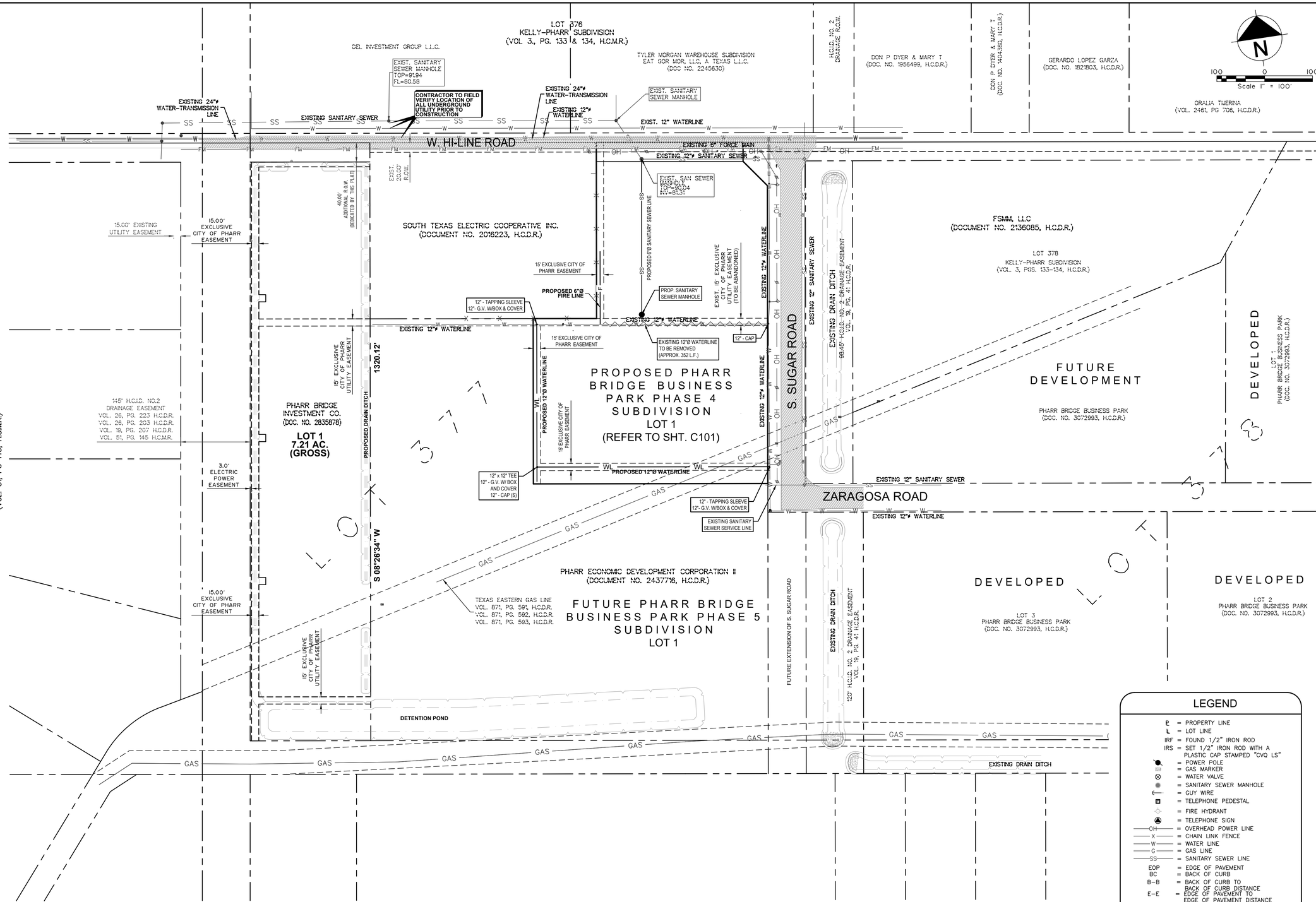

NOT FOR CONSTRUCTION

THIS DOCUMENT IS INTENDED FOR REVIEW ONLY AND IS NOT INTENDED FOR BIDDING, CONSTRUCTION, OR RECORDED PURPOSES.

PEREZ CONSULTING ENGINEERS

ENGINEER: JORGE D. PEREZ
TEXAS REGISTRATION NO: 34594

DATE: Sep 20, 2022

LEGEND

- = PROPERTY LINE
- = LOT LINE
- IRF = FOUND 1/2" IRON ROD
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- = POWER POLE
- = GAS MARKER
- = WATER VALVE
- = SANITARY SEWER MANHOLE
- = GUY WIRE
- = TELEPHONE PEDESTAL
- = FIRE HYDRANT
- = TELEPHONE SIGN
- OH = OVERHEAD POWER LINE
- X = CHAIN LINK FENCE
- W = WATER LINE
- G = GAS LINE
- SS = SANITARY SEWER LINE
- EOP = EDGE OF PAVEMENT
- BC = BACK OF CURB
- B-B = BACK OF CURB TO BACK OF CURB DISTANCE
- E-E = EDGE OF PAVEMENT TO EDGE OF PAVEMENT DISTANCE
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- = BREAK LINE
- WL = PROPOSED WATERLINE
- SS = PROPOSED SANITARY SEWER LINE

STATE OF TEXAS
JORGE D. PEREZ
34594
REGISTERED PROFESSIONAL ENGINEER
9/20/22

PCE
Perez Consulting Engineers
Texas Registered Engineering Firm F-2158
808 Dallas Ave, McAllen, Texas 78501
(956) 631-4482 Tel (956) 682-1545

PHARR BRIDGE INVESTMENT, LP
PHARR BRIDGE BUSINESS PARK PHASE 4 SUBD.

PHARR, TEXAS

MASTER UTILITY

PCE JOB NO	TR22104
FILE	
DATE	9/20/2022
DESIGNED	JDP
DRAWN	JH
REVISED	
CHECKED	

NO	REVISION	BY	DATE

VERIFY SCALE
0
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET C100

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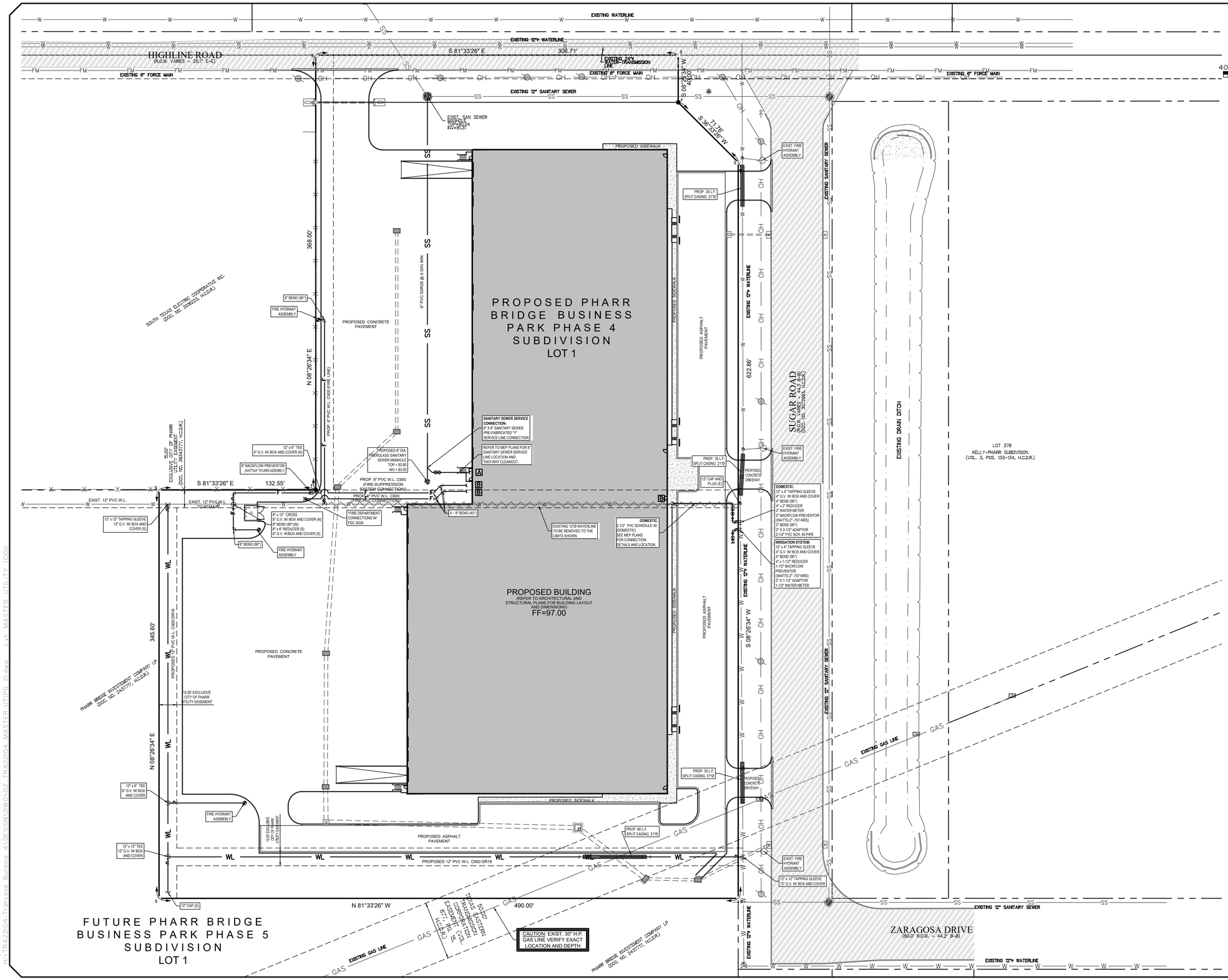

N

Scale 1" = 40'

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PEREZ CONSULTING ENGINEERS

ENGINEER: JORGE D. PEREZ
TEXAS REGISTRATION NO: 34594

DATE: Sep 20, 2022

STATE OF TEXAS
JORGE D. PEREZ
34594
REGISTERED PROFESSIONAL ENGINEER
9/20/22

PCE
Perez Consulting Engineers
Texas Registered Engineering Firm, F-2158
808 Dallas Ave. McAllen, Texas 78501
(956) 631-4482 fax (956) 682-1545

LEGEND

PL	= PROPERTY LINE
LL	= LOT LINE
IRF	= FOUND 1/2" IRON ROD
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
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H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
	= BREAK LINE
OH	= OVERHEAD POWER LINE
X	= CHAIN LINK FENCE
W	= WATER LINE
G	= GAS LINE
SS	= SANITARY SEWER LINE
WL	= PROPOSED WATERLINE
F	= PROPOSED WATERLINE
SS	= PROPOSED SANITARY SEWER LINE

X KEYED NOTES:

- **A** SANITARY SEWER SERVICE CONNECTIONS BY MASTER PLUMBER. CONNECT TO BUILDING SANITARY SEWER SERVICE LINE (VERIFY ELEVATION AND LOCATION FROM MEP PLAN). REFER TO SANITARY SEWER SERVICE DETAIL FOR CONNECTION
- **B** CONNECT WATERLINE (VERIFY ELEVATION AND LOCATION FROM MEP PLAN)
- **C** ADJUST WATERLINE OVER STORM SEWER PIPE
- **D** GAS SERVICE CONNECTION BY OTHERS. COORDINATE WITH GAS COMPANY.
- **E** PAVEMENT REPAIR AS PER CITY OF MERCEDES STANDARDS.

NOTES:

1. WHEN CONNECTING TO PROPOSED SERVICE CONNECTIONS TO NEW BUILDING, THE CONTRACTOR SHALL PROVIDE ALL NECESSARY FITTINGS, ADAPTERS, REDUCERS, ETC. TO SUCCESSFULLY MAKE A WATERTIGHT CONNECTION.
2. SEE PLUMBING PLANS FOR SERVICE LOCATIONS AND INVERT ELEVATIONS.
3. PAVEMENT REPAIR IF REQUIRED SHALL BE IN ACCORDANCE WITH CITY OF PHARR STANDARDS.
4. THE UNDERGROUND WATER SUPPLY LINE FOR THE BUILDING FIRE SPRINKLER SYSTEM MUST BE DESIGNED AND INSTALLED BY A LICENSED CONTRACTOR FOR UNDERGROUND FIRE PROTECTION SYSTEM.
5. REFER TO DETAILS FOR CONCRETE THRUST DETAIL FOR ALL BENDS AND FITTINGS.
6. CONTRACTOR SHALL SURVEY SANITARY SEWER INVERT ELEVATIONS AT TIE-IN LOCATIONS AND PROVIDE ELEVATIONS TO THE ENGINEER PRIOR TO CONSTRUCTION. THE ENGINEER TO ADJUST PIPE ELEVATIONS AS NEEDED TO ALLOW A MINIMUM SLOPE OF 0.50% SLOPE. SANITARY SEWER MANHOLES WAS NOT SURVEYED AND EXISTING ELEVATIONS WERE APPROXIMATED FOR DESIGN.
7. ALL VALVE BOX AND COVERS, MANHOLES AND CLEANOUTS SHALL INCLUDE A CONCRETE APRON WHEN LOCATED WITHIN ASPHALT PAVEMENT AS SHOWN ON DETAIL PLANS.
8. WATERLINE SHALL BE AS PER CITY OF PHARR SPECIFICATIONS.
9. REFERENCE GRADING PLAN FOR FINISH GRADE ELEVATIONS.
10. REFERENCE ELECTRICAL PLANS FOR CONDUIT AND LIGHT FIXTURES LOCATIONS ON SITE.

*FIRE SUPPRESSION/SPRINKLER INFRASTRUCTURE NOTES:

FIRE MAIN AND FIRE SUPPRESSION/SPRINKLER SERVICE SYSTEM INSTALLATION:

THE DRAWINGS CONTAINED HEREIN REGARDING FIRE LINES AND RELATED APPURTENANCES AND FIRE LINE SERVICE LOCATIONS ARE SHOWN AS A GENERAL GUIDE TO THE REGISTERED FIRE SUPPRESSION AND FIRE SPRINKLER SYSTEM LICENSED INSTALLATION CONTRACTOR.

ALL WORK RELATED TO THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS, FIRE SUPPRESSION SYSTEMS AND RELATED APPURTENANCES ABOVE AND BELOW GROUND SHALL BE DESIGNED AND INSTALLED BY A REGISTERED AND LICENSED FIRE SUPPRESSION CONTRACTOR IN THE STATE OF TEXAS AND MEETING THE LATEST TEXAS INSURANCE CODE CHAPTER 6003 AND OTHER APPLICABLE NATIONAL, STATE AND CITY CODES, RULES AND REGULATIONS AS APPROPRIATE.

PHARR BRIDGE INVESTMENT, LP

PHARR BRIDGE BUSINESS PARK PHASE 4 SUBD.

PHARR, TEXAS

MASTER UTILITY

PCE JOB NO.	TR22104
FILE	
DATE	9/20/2022
DESIGNED	JDP
DRAWN	JH
REVISED	
REVIEWED	

NO.	REVISION	BY	DATE

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET C101

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Sep 20, 2022 3:05PM L:\1 PSLT:\ TW:0 VR:0
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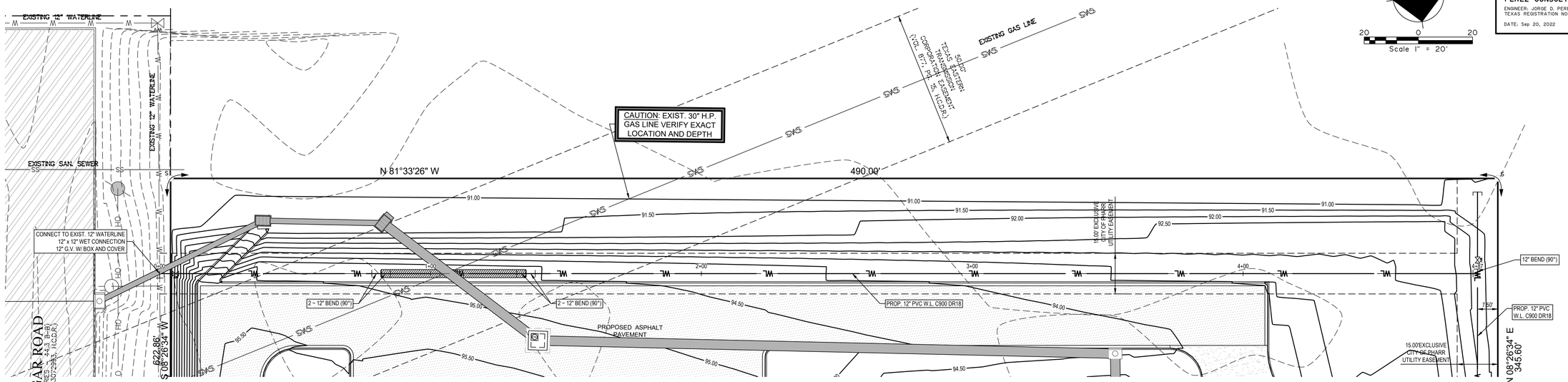
PEREZ CONSULTING ENGINEERS

ENGINEER: JORGE D. PEREZ
TEXAS REGISTRATION NO. 34594

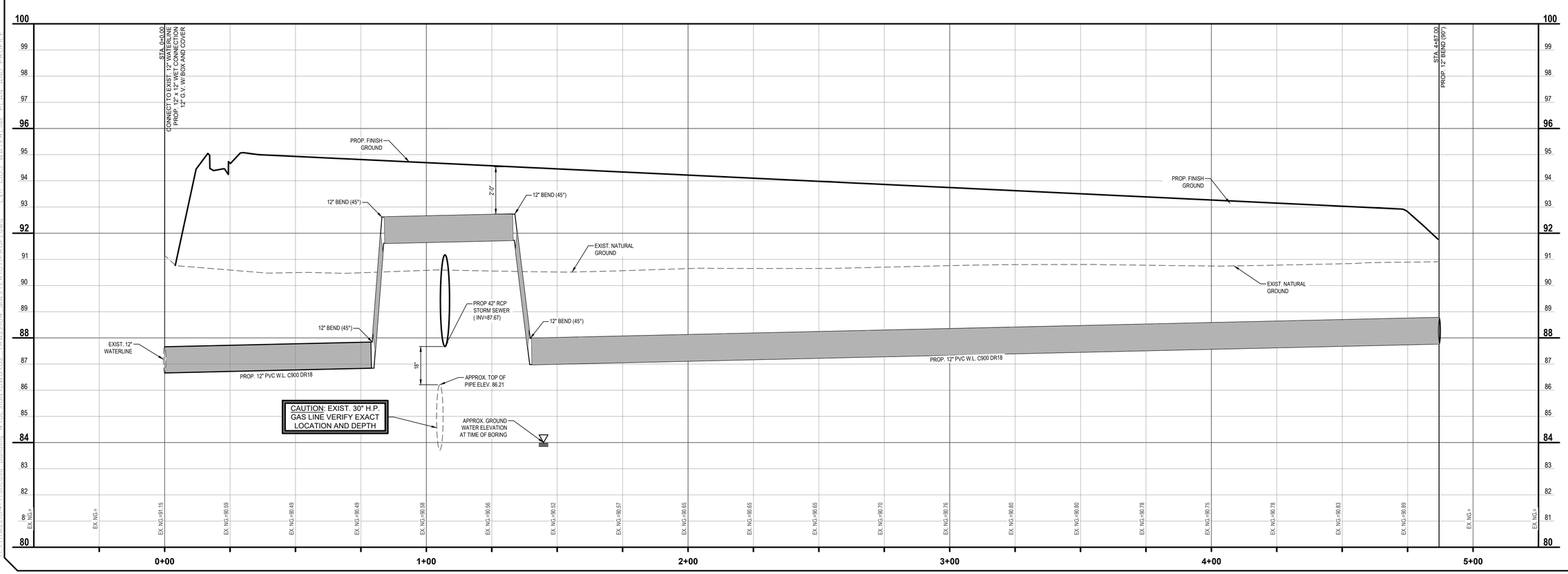
DATE: Sep 20, 2022

STATE OF TEXAS
JORGE D. PEREZ
34594
REGISTERED PROFESSIONAL ENGINEER
9/20/22



WATERLINE PROFILE LINE 'A'

HORZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 2'
VERT. EXAGGERATION: 10:1



PERE CONSULTING ENGINEERS
Texas Registered Engineering Firm, F-2158
808 Dallas Ave, McAllen, Texas 78501
(956) 631-4482 fax (956) 682-1545

PHARR BRIDGE INVESTMENT, LP

PHARR BRIDGE BUSINESS PARK PHASE 4 SUBD.

PHARR, TEXAS

MASTER UTILITY-WATERLINE PLAN & PROFILE

PCE JOB NO	TR22104
FILE	
DATE	9/20/2022
DESIGNED	JDP
DRAWN	JH
REVISED	
CHECKED	

NO.	REVISION	BY	DATE

VERIFY SCALE
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Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET C102

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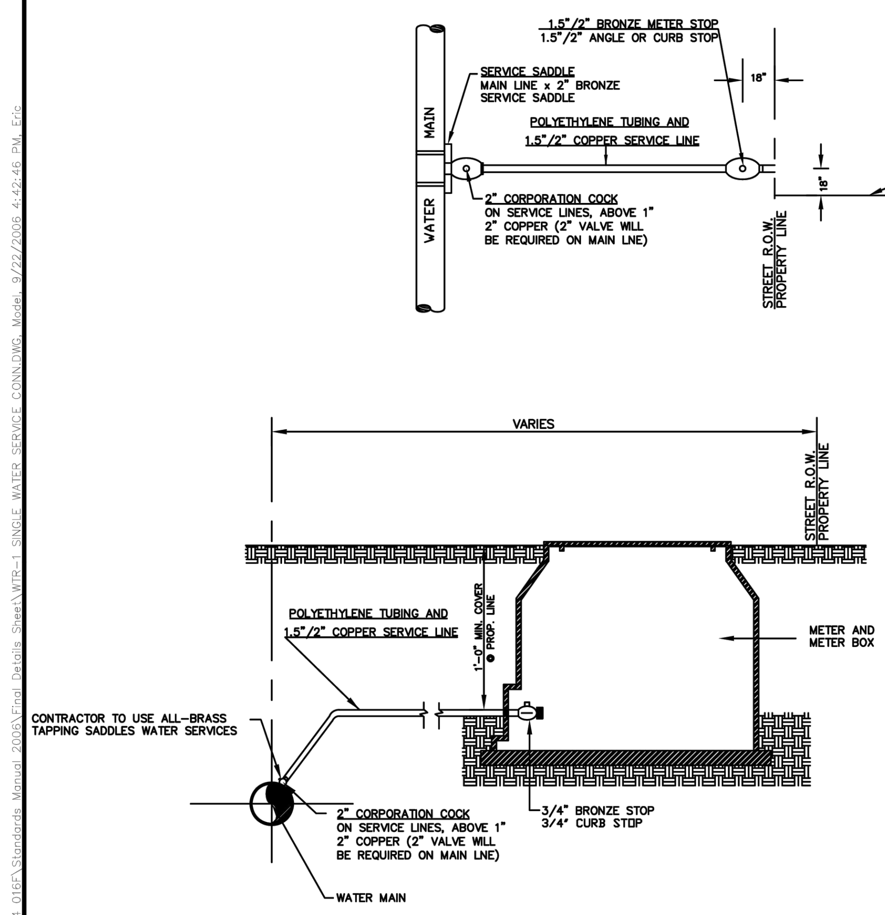
U:\TR22104-Torrejon Building 4\DESIGN\DWGS\02-TR22104 MASTER UTIPROF1.dwg Lt: 006 WATERLINE PLAN AND PROFILE



SINGLE WATER SERVICE CONNECTION

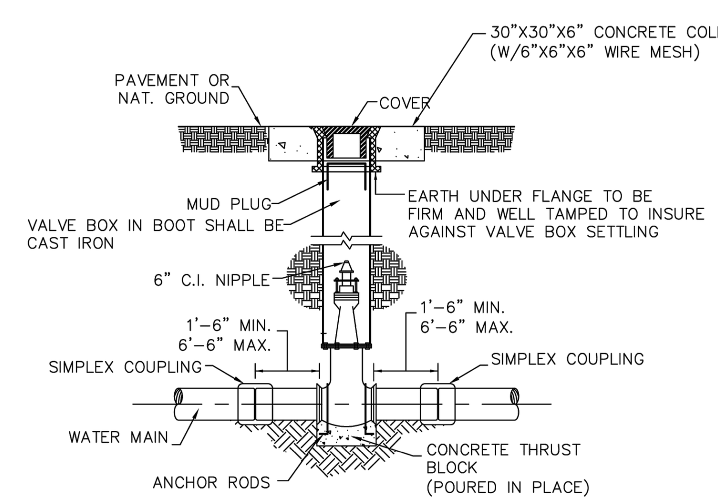
NOT TO SCALE

NOTE;
1. CASING REQUIRED ON ALL SERVICES EXTENDING ACROSS RIGHT-OF-WAY.
2. FOR METER SIZES SEE SECTION IV.

CITY OF PHARR
STANDARDS MANUAL
SINGLE WATER SERVICE CONNECTION

DRAWN:	E.Y.
APPROVED BY:	S.M.
STANDARD DETAIL:	WTR-1
JOB No. :	ENG 04 016A

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL. (956) 383-2984
FAX (956) 383-3736



VALVE & VALVE BOX INSTALLATION

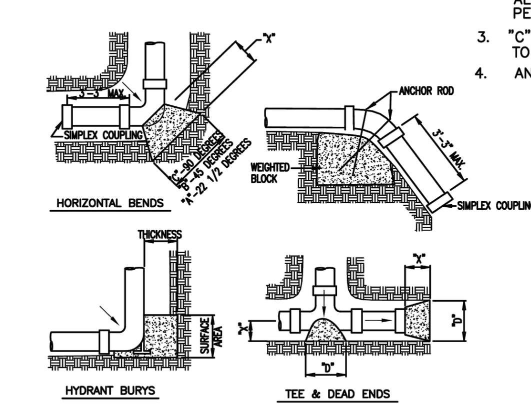
NOT TO SCALE

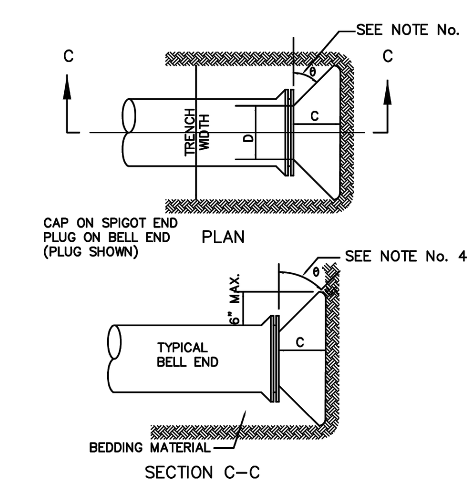
CITY OF PHARR
STANDARDS MANUAL
VALVE & VALVE BOX INSTALLATION

DRAWN:	E.Y.
APPROVED BY:	S.M.
STANDARD DETAIL:	WTR-3
JOB No. :	ENG 04 016A

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL. (956) 383-2984
FAX (956) 383-3736

GENERAL NOTES:
1. THE LOCATION OF THRUST BLOCKS DEPENDS UPON THE DIRECTION OF THRUST AND TYPE OF FITTINGS.
2. THRUST BLOCK CALCULATIONS ARE BASED ON A WATER LINE PRESSURE OF 150 P.S.I. AND AN ALLOWABLE SOIL BEARING VALUE OF 2,500 POUNDS PER SQUARE FOOT.
3. "C" DIMENSIONS SHALL BE LARGE ENOUGH TO MAKE ANGLE ø EQUAL TO LARGER THAN 45°.
4. ANGLE ø SHALL BE EQUAL TO OR LARGER THAN 45°.





HORIZONTAL BLOCKING TABLE

PIPE SIZE	"X"-• DIM. FT.	22 1/2 DEGREES "A"	MIN. AREA	45 DEGREES "B"	MIN. AREA	90 DEGREES "C"	MIN. AREA	TEE & PLUG "D"	MIN. AREA
4"	1.50	1.00	1.00	1.00	1.00	1.00	1.06	1.00	1.06
6"	1.50	1.00	1.00	1.14	1.30	1.55	2.40	1.30	1.70
8"	1.50	1.08	1.18	1.52	2.31	2.07	4.27	1.74	3.02
10"	1.50	1.35	1.84	1.90	3.61	2.58	6.66	2.17	4.71
12"	1.50	1.63	2.65	1.86	5.19	3.10	9.60	2.61	6.79

TABLE OF CASING SIZES

NOMINAL PIPE SIZE	CASING SIZE (INSIDE DIA.)	CASING MINIMUM WALL THICKNESS
16"	24"	0.25"

THRUST BLOCK DETAILS

NOT TO SCALE

CITY OF PHARR
STANDARDS MANUAL
THRUST BLOCK DETAILS

DRAWN:	E.Y.
APPROVED BY:	S.M.
STANDARD DETAIL:	WTR-4
JOB No. :	ENG 04 016A

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL. (956) 383-2984
FAX (956) 383-3736

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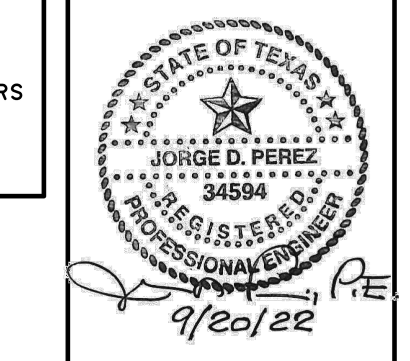
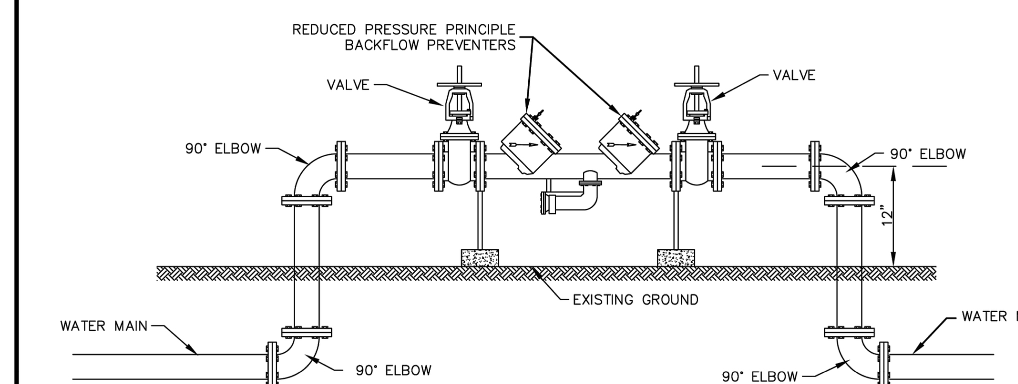
PEREZ CONSULTING ENGINEERS
ENGINEER: JORGE D. PEREZ
TEXAS REGISTRATION NO: 34594
DATE: Sep 20, 2022





NOTE:
ALL THE ABOVE-GROUND PIPE & FITTINGS TO BE DUETILE IRON AWWA C-110-87 OR BETTER.

BACKFLOW PREVENTOR DEVICE

NOT TO SCALE

NOTES:
1. PROVIDE WALL SLEEVES AND RESILENT CONNECTORS TO SEAL ANNULUS AROUND PIPE.
2. PROVIDE ADDITIONAL REINFORCEMENT AT CONCRETE OPENING.
3. COVER TO BE LOCKING TYPE.

CITY OF PHARR
STANDARDS MANUAL
BACKFLOW PREVENTOR DEVICE

DRAWN:	E.Y.
APPROVED BY:	S.M.
STANDARD DETAIL:	WTR-6
JOB No. :	ENG 04 016A

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL. (956) 383-2984
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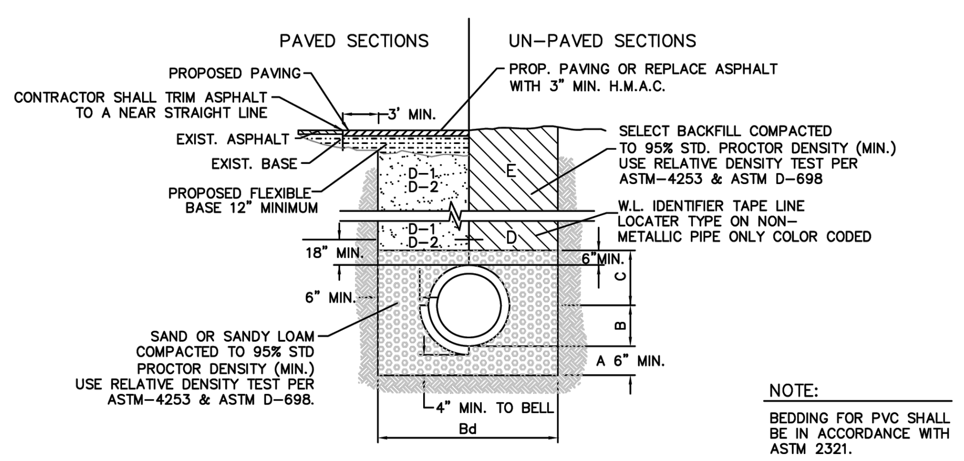


NOTE:
BEDDING FOR PVC SHALL BE IN ACCORDANCE WITH ASTM 2321.

A. SAND OR SANDY LOAM BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS=6")

B. SAND OR SANDY LOAM BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, HAND TAMPED) Bd TRENCH WIDTHS SHALL BE PIPE O.D. + 12" OR IN ACCORDANCE WITH ASTM 2331 FOR PVC PIPE.

C. SAND OR SANDY LOAM BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, HAND TAMPED)

D-1. (CITY STREETS, PARKING AREA, SELECT EXCAVATED BACKFILL MATERIAL COMPACTED TO 95% SPD. (8" LIFTS, MECHANICAL COMPACTION)

D-2. (STATE MAINTAINED ROADWAY) COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

E. SELECTED EARTH BACKFILL COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSITUTE.

TRENCH BEDDING CIRCULAR PIPE (WATER)

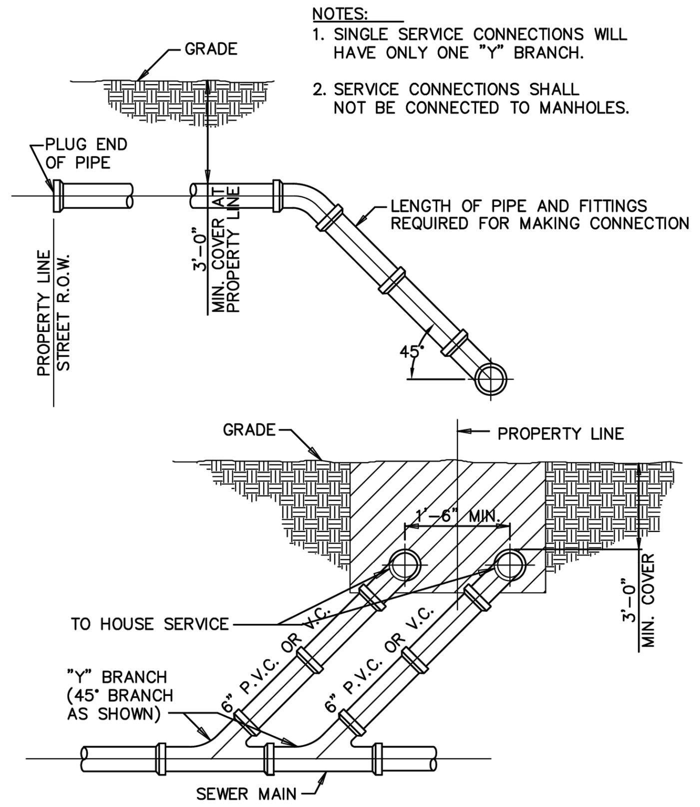
NOT TO SCALE

CITY OF PHARR
STANDARDS MANUAL
TRENCH BEDDING (WATER)

DRAWN:	E.Y.
APPROVED BY:	S.M.
STANDARD DETAIL:	WTR-8
JOB No. :	ENG 04 016A

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL. (956) 383-2984
FAX (956) 383-3736

NOTES:
1. SINGLE SERVICE CONNECTIONS WILL HAVE ONLY ONE "Y" BRANCH.
2. SERVICE CONNECTIONS SHALL NOT BE CONNECTED TO MANHOLES.



SANITARY SEWER SERVICE CONNECTION

NOT TO SCALE

CITY OF PHARR
STANDARDS MANUAL
SANITARY SEWER SERVICE CONNECTION

DRAWN:	E.Y.
APPROVED BY:	S.M.
STANDARD DETAIL:	SWR-1
JOB No. :	ENG 04 016A

J.E. SAENZ & ASSOCIATES, INC.
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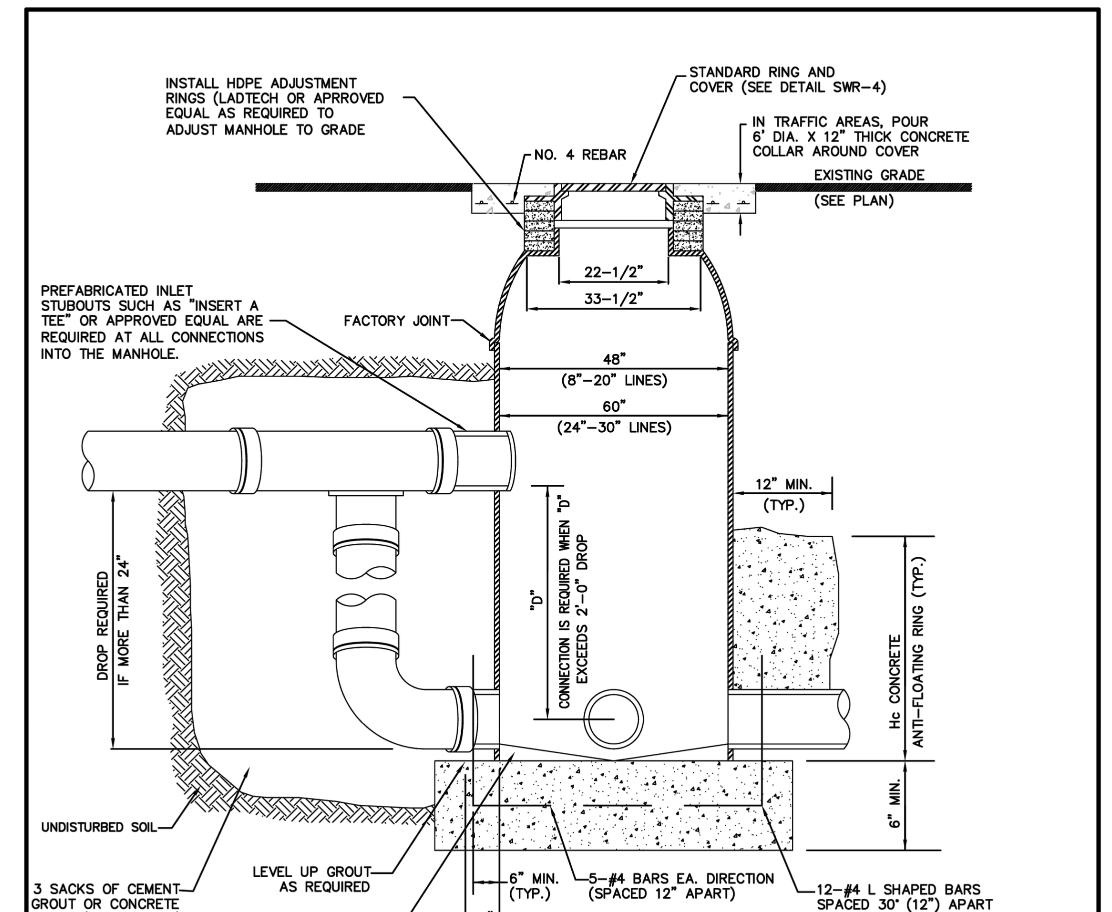
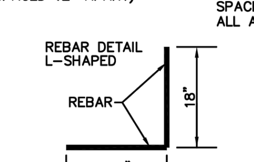
TEL. (956) 383-2984
FAX (956) 383-3736





NOTE:
1. ALL CONCRETE SURFACES AND GRADE RINGS IN MANHOLES SHALL BE COATED WITH COAL TAR. (INERTOL)
2. BACKFILL SHALL BE SAND OR SANDY LOAM MATERIAL.
3. MANHOLE SHALL BE PLACED ON 6-INCH SAND BEDDING.
SUBGRADE SHALL BE COMPACTED TO 95% DENSITY

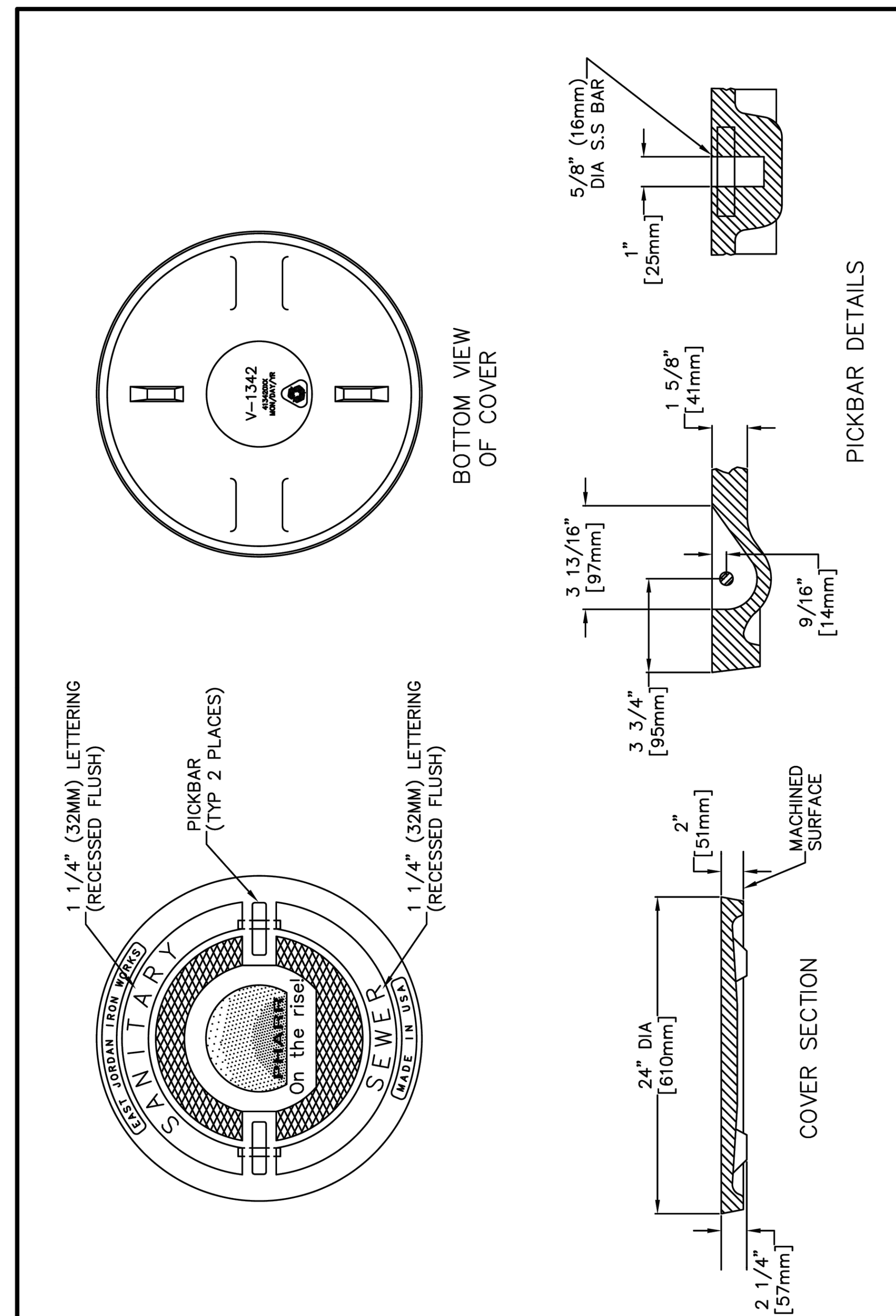
FIBERGLASS SANITARY SEWER MANHOLE

NOT TO SCALE

CITY OF PHARR
STANDARDS MANUAL
SANITARY SEWER FIBERGLASS MANHOLE DETAIL

DRAWN:	E.Y.
APPROVED BY:	S.M.
STANDARD DETAIL:	SWR-2
JOB No. :	ENG 04 016A

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL. (956) 383-2984
FAX (956) 383-3736



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CITY OF PHARR
STANDARD MANUAL
SANITARY SEWER LID

DRAWN:	M.C.
APPROVED BY:	S.M.
STANDARD DETAIL:	SWR-4
JOB No. :	ENG 04 016A

J.E. SAENZ & ASSOCIATES, INC.
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FAX (956) 383-3736

PCE
Perez Consulting Engineers
Texas Registered Engineering Firm F-2158
808 Dallas Ave. McAllen, Texas 78501
(956) 631-4482 fax (956) 682-1545

PHARR BRIDGE INVESTMENT, LP

PHARR BRIDGE BUSINESS PARK PHASE 4 SUBD.

PHARR, TEXAS

UTILITIES TYPICAL DETAIL

PCE JOB NO.	TR22104
FILE	
DATE	9/20/2022
DESIGNED	JDP
DRAWN	JH
REVISED	
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NO.	REVISION	BY	DATE

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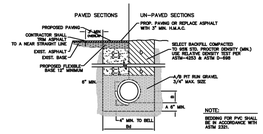


A. GRAVEL BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

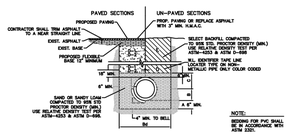
B. GRAVEL PLACED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 4" ABOVE TOP OF PIPE, PIT RUN GRAVEL 3/4" MAX. SIZE

C. TRENCH WIDTHS SHALL BE BELL O.D. + 12" OR IN ACCORDANCE WITH ASTM 2321 FOR PVC PIPE AND ASTM . 313 (LATEST) FOR VITRIFIED CLAY PIPE, D-1 (CITY STREET, PARKING AREA, SELECT EXCAVATED BACKFILL MATERIAL COMPACTED TO 95% STD. PROCTOR IN 8" LIFTS, MECHANICAL COMPACTION, D-2 (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. SELECTED EARTH BACKFILL COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION), FOUNDATION PREPARATION (WILLGROUTS, GRAVEL, OR CEMENT STABILIZERS, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, COMPACTED TO 95% STANDARD PROCTOR DENSITY AND RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL BE SUFFICIENT TO ACHIEVE THE REQUIRED DENSITY. MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED BAKEFILL.

TRENCH BEDDING CIRCULAR PIPE (SANITARY SEWER)

NOT TO SCALE



A. SAND OR SANDY LOAM BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS=6")

B. SAND OR SANDY LOAM BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, HAND TAMPED) IN TRENCH WIDTHS SHALL BE PIPE O.D. + 12" OR IN ACCORDANCE WITH ASTM 2321 FOR PVC PIPE.

C. SAND OR SANDY LOAM BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (8" LIFTS, HAND TAMPED)

D-1. (CITY STREETS, PARKING AREA, SELECT EXCAVATED BACKFILL MATERIAL COMPACTED TO 95% SPD. (8" LIFTS, MECHANICAL COMPACTION)

D-2. (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

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TRENCH BEDDING CIRCULAR PIPE (PRESSURE)

NOT TO SCALE

CITY OF PHARR STANDARDS MANUAL SEWER TRENCH BEDDING DETAIL	DRAWN:	I.R.	J.E. SAENZ & ASSOCIATES, INC.
	APPROVED BY:	S.M.	P.O. BOX 3293 EDINBURG, TEXAS 78540 TEL. (956) 383-2984 FAX (956) 383-3736
	STANDARD DETAIL:	SWR-5	
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NOT FOR CONSTRUCTION

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PEREZ CONSULTING ENGINEERS

ENGINEER: JORGE D. PEREZ
TEXAS REGISTRATION NO: 34594

DATE: Sep 20, 2022

STATE OF TEXAS
JORGE D. PEREZ
34594
REGISTERED
PROFESSIONAL ENGINEER
9/20/22

PCE
Perez Consulting Engineers
Texas Registered Engineering Firm F-2158
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(956) 631-4482 Fax (956) 682-1545

PHARR BRIDGE INVESTMENT, LP

PHARR BRIDGE BUSINESS PARK PHASE 4 SUBD.

PHARR, TEXAS

MASTER UTILITY

PCE JOB NO.	TR22104
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DATE	9/20/2022
DESIGNED	JDP
DRAWN	JH
REVISED	
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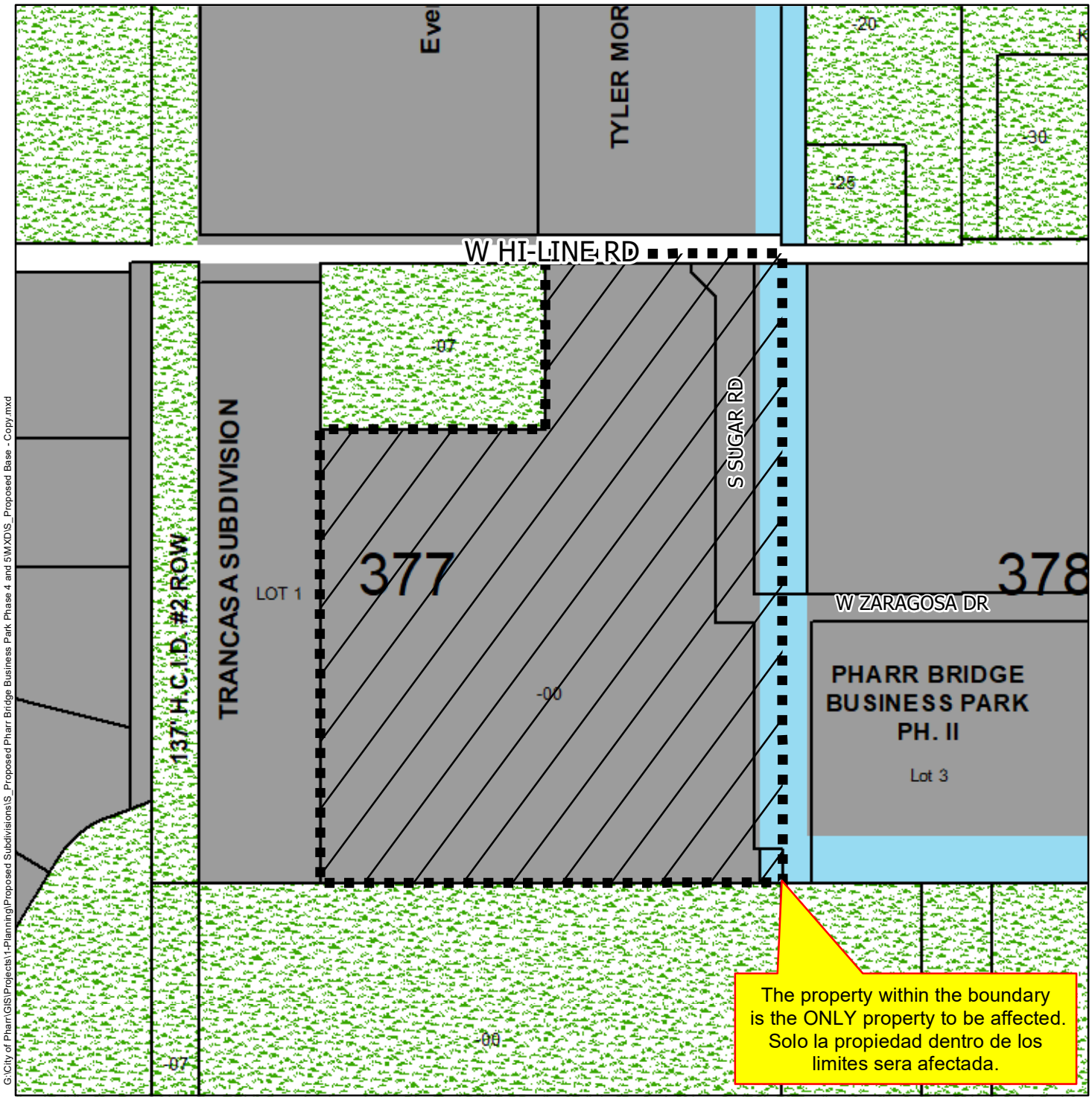
Proposed Subdivision
Pharr Bridge Business Park Phase 4 and 5
Perez Consulting Engineers



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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

City of Pharr, Texas
Engineering Department
956.702.5355

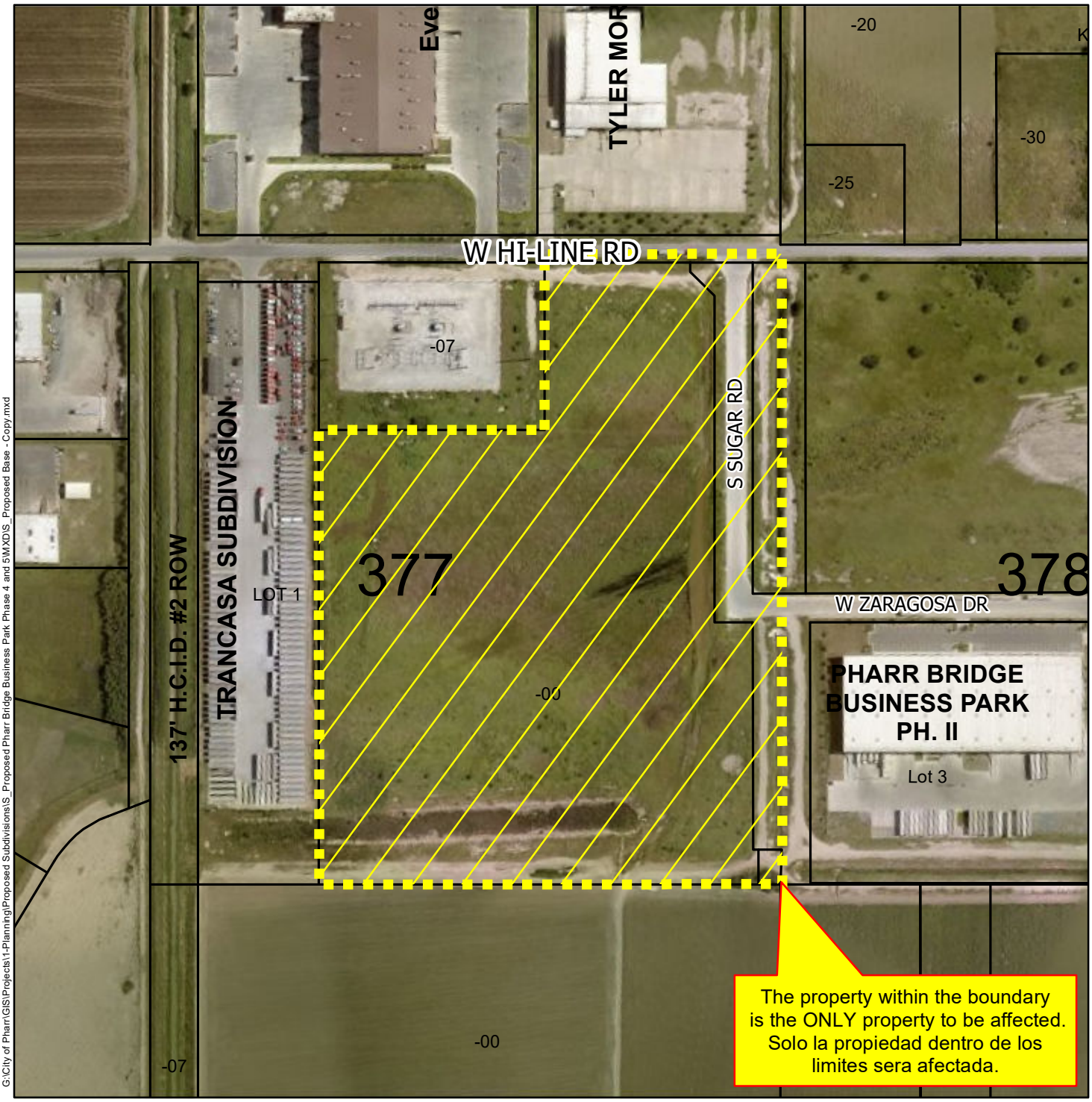
Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

Date: 9/20/2022

Proposed Subdivision
Pharr Bridge Business Park Phase 4 and 5
Perez Consulting Engineers



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- Planned Unit Development

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

Date: 9/20/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: September 29, 2022
MEETING DATE: October 3, 2022

FROM: Ruben Rosales, Public Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, on Ordinance regarding Water Conservation and Drought Contingency Plan Stage 2 *(1st Reading)*. **This item supports QL - Quality of Life.**

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

Issue: Stage 2 Response: Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for water customers with a street address ending in even number (0,2,4,6, or 8) and Saturdays and Wednesdays for water customers with street ending in odd number (1,3,7, or 9) and only between 8:00 p.m. and 8:00 a.m.

Fiscal Consideration: N/A

Staff Recommendation: To begin our Water Conservation Plans

Alternatives: N/A

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

ROUTING:

Ruben Rosales	Created/Initiated - 9/29/2022
Hilda Pedraza	Approved - 9/29/2022
Patricia Rigney	Approved - 9/30/2022
Karla Saavedra	Approved - 9/30/2022
Ed Wylie	Approved - 9/30/2022
City Management Office	Final Approval - 9/30/2022

ORDINANCE No. O-2022-_____

AN ORDINANCE AMENDING ORDINANCE O-2019-26 OF THE CODE OF ORDINANCES OF THE CITY OF PHARR CHAPTER 130, UTILITIES, ARTICLE IV, WATER, DIVISION 1. EMERGENCY CONSERVATION, SECTION 232, ADOPTING THE AMENDED WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN, ESTABLISHING CRITERIA FOR INITIATION AND TERMINATION OF WATER CONSERVATION AND DROUGHT RESPONSE STAGES; PROVIDING FOR WATER ALLOCATION DURING SHORTAGES; PROVIDING FOR PENALTY OF UP TO $2,000.00; PROVIDING FOR PUBLICATION; PROVIDING PROCEDURES FOR GRANTING VARIANCES; FOR SEVERABILITY; ORDAINING OTHER PROVISION RELATED TO THE SUBJECT MATTER; DECLARING AN EMERGENCY AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE THEREOF

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

SECTION 1: City of Pharr, Texas Water Conservation and Drought Contingency Plan

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1.0 Introduction
1.1 Purpose
1.2 Location and Size of City
1.3 Population

2.0 Water Supply and Demand
2.1 Raw Water Supply
2.2 Description of Water Treatment, Storage, and Distribution Facilities
2.3 Water Demand
2.4 Water Rates and Revenues

3.0 Wastewater Facilities
3.1 Description of Wastewater Treatment Plant and Wastewater Collection System
3.2 Rates and Revenues

4.0 Water Conservation Goals
4.1 Water Conservation Goals
4.2 Water Conservation Programs

A. Public Education and Awareness
B. Plumbing Fixture Efficiency Standards
C. Plumbing Fixture Retrofit and Replacement
D. Water Rate Structure
E. Metering and Repair

F. Leak Detection, Repair, and Water Loss Record Keeping
G. Water Conserving Landscaping
H. Water Reuse
I. Means of Implementation and Enforcement
J. Wholesale Water Contracts
K. Record Management System
4.3 Reporting

5.0 Drought Contingency Plan

Section I Declaration of Policy, and Intent
Section II Public Involvement
Section III Public Education
Section IV Coordination with Regional Water Planning Group
Section V Authorization
Section VI Application
Section VII Definitions
Section VIII Criteria for Initiation / Termination of Drought Response Stages
Section IX Drought Response Stages
Section X Enforcement
Section XI Variances

Appendix A: Utility Profile & Water Conservation Plan Requirements for Municipal Water use by Public Water Suppliers

Appendix 1- Water and Wastewater CCN

Appendix B: Resolution-Adoption of City of Pharr Water Conservation Plan and Drought Contingency Plan

Appendix 1- Water and Wastewater CCN

1.0 INTRODUCTION

1.1. Purpose

This document provides an update to the Water Conservation and Drought Contingency Plan for the City of Pharr, Texas and replaces an existing plan adopted by the City in 2015. The adoption of the new plan is to stay in compliance with Title 30 TAC Chapter 288 and to comply with 31 TAC Chapter 363.15 to obtain financial assistance with the Texas Water Development Board.

The current extended drought affecting the watershed of the middle and lower Rio Grande has underscored the importance of water conservation and drought contingency planning to the City of Pharr. Water conservation and drought preparedness are essential if the City's to continue to meet its responsibility to provide adequate future

water supplies for its citizens. The Water Conservation and Drought Contingency Plan will serve to extend the City's available water supply, decrease water losses and waste, and will provide procedures for responding to and coping with drought and other water supply emergencies.

1.2 Location and Size of City

The City of Pharr, Texas is located in the Lower Rio Grande Valley of Texas at the intersection of US Highway 281 and 83. Figure 1.1 includes two maps showing the location of the City and its corporate boundaries.

1.3 Population

The City has a current population of approximately 70,400 according to the latest census data in 2010 and is estimate to have a current population of approximately 79,487 according to Population Division, U.S. Census Bureau.

The projected population growth for the City is shown in the table below as showed in the 2018 Regional Water Plan prepared for Texas Water Development Board.

Projected Growth for the City of Pharr

Year	Regional Water Plan
2020	89,220
2030	110,785
2040	132,437
2050	154,131
2060	175,826
2070	196,918

2.0 WATER SUPPLY AND DEMAND

2.1 Raw Water Supply

Nearly all cities in the Rio Grande Valley obtain the raw water supply from the Rio Grande River via canal system. The City of Pharr is no different. The City of Pharr has a contract with Hidalgo Irrigation County District No. 2 (HCID 2). HCID#2 delivers raw water to the City's 70 million gallons (MG) raw water reservoir at a cost of $0.15730 per 1000 gallons of water metered delivered. **The raw water from the reservoir then flow through a 36" gravity line to the city intake wet well.** The City currently has a total of 10,639.377 acre-feet of water available as of January 2019.

The City of Pharr also uses groundwater well for emergency uses and can average a total of 900 gpm or approximately 1.3 MGD.

2.2 Description of Water Treatment, Storage and Distribution Facilities

The City owns and operates one 19.0 MGD Surface Water Treatment Plant that was built in 1984, expanded in 1997 and 2014. The WTP consists of a raw water pump station, 5-clarifiers, 1-rapid mix basin, 19 filters, 1-1MG clear well, 2-2MG ground storage tanks, 1-high service pump station. The City water distribution system consists of approximately 332 miles of water lines ranging from 2”-30” and four elevated storage tanks consisting of: 0.5 MG, 0.75 MG, and 2- 1.0 MG (total of 3.25 MG elevated storage). The City of Pharr, in addition to the elevated tanks, has 1,0 MG wet well and 2 – 2 MG ground storage tanks located at the Water Treatment Plant. The City has enough storage capacity (elevated and ground storage) until the year 2030.

The City’s raw water pump station that is capable of delivering 19.0 MGD. The raw water pump station was completed in 2008 and expanded in 2013. The City also expanded the water treatment facilities from 10.0 MGD to the current 19.0 MGD capacity. The 19.0 MGD plant production is sufficient to serve the City of Pharr population projected growth through the year 2030.

2.3 Water Demand

In calendar year 2018, the water treatment plant treated approximately 2.857 billion gallons or 8790.76 acre-feet of raw water. In the last two years the City has average 7.85 MGD and a maximum average use (peak day use) of 10.93 MGD. **With an approximate population of 79,487 the average residential per capita use during the calendar year 2018 was approximately 99 gallons per capita per day. Compared with the year 2017, where the gallons per capita were 105 gpcd.** Compared with an estimated statewide average municipal use of 169 gpcd in 2013 (Texas Water Development Board, “2013 per Capita Water Use State Average”. The relatively low water use is typical in the City for the last three year due to continued mandatory conservation efforts implement by the city, but with a continued population growth and economic development, water demand will increase especially during the summer. Water demand is project to increase to 3.2 billion gallons or 9,923 acre-feet per year in 2020, and nearly 3.9 billion or 11,933 acre-feet per year in 2030. With the City’s current water rights standing at 10,639.377 and with projected demand to increase, this is clear indication that the City of Pharr will be challenged to meet future water demand.

2.4 Water Rates and Revenues

The City currently charges a meter monthly base service charge of $22.50 for (5/8”-1.5”), $26.00 (2”), $55.00 (4”) and $90.00 (6”) to each customer. The City’s current water rates for residential are as follows, $1.65 per 1000 gallons from 0-19,999 gallons and $1.70 per 1000 gallons from 20,000+ and commercial water rates are from $1.70 per 1000 gallons from 0-19,999 and $1.85 per 1000 gallons from 20,000+. During fiscal year 2017-2018 total water system operating revenue was $7.835 million.

3.0 WASTEWATER FACILITIES

3.1 Description of Wastewater Treatment Plant and Wastewater Collection System

The Wastewater Treatment Plant (WWTP) was expanded in 2011 to an 8.0 MGD. The plant is a complete mix variation of activated sludge process plant. The plant consists of headwork facility, two oxidation ditches, one BNR, six clarifiers, ultraviolet disinfection basin, digester, thickener, gravity belt thickener, belt press, effluent basin, and laboratory building. The next WWTP phase expansion will be to 10 MGD.

The Wastewater Collection System consists of 32 lift stations, 1-8.0 MGD WWTP, and approximately 160 miles of various pipes sizes from 6" to 42".

3.2 Sewer Rates and Revenues

The City currently charges a monthly base service charge $14.55 to each residential customer connected to the sewer system; plus, $0.98 per 1000 gallons of wastewater used up to 18,000 gallons per month. Commercial and industrial customers pay a base charge of $22.97 per month and a rate of $1.30 per 1000 gallons of wastewater use. During fiscal year 2017-2018 total wastewater system-operating revenue was $5.264 million.

4.0 WATER CONSERVATION GOALS

4.1 Water Conservation Program

The City of Pharr's goals with respect to water conservation are to:

- To maintain the unaccounted water loss between 12 % to 10% or lower or between 10 gpcd to 12 gpcd (unaccounted water loss) or lower for the next 5 years beginning in Fiscal year 2018/2019 (October-September) and 10% to 8% or lower or between 8 gpcd to 10 gpcd (unaccounted water loss) or lower the next 10 years beginning fiscal year 2018/2019 (October-September) through improved water use accounting, replacement of old water lines, meter replacement, repair, meter efficiency testing and record keeping (fire department, city's street sweeper, and city's vactor truck).

- Increase beneficial reuse of effluent from City's wastewater treatment plant to include municipal parks (if feasible), city's street sweepers, and construction use.

- To continue to be below the state average by a least 10% in water used per capita through implementation of the existing plumbing code, public education and awareness conservation programs and water reuse.

- To maintain our municipal use to less than a 115 gpcd in the next 5 years beginning in fiscal year 2018/2019 (October-September) and to lower the gpcd by 2 gpcd per year or to achieve 100 gpcd by 2028/2029. These goals may not be attainable depending on hot weather conditions and increase population.

- To maintain our municipal use to less than 100 gpcd in the next 10 years beginning fiscal year 2018/2019 (October-September) and to lower the gpcd per 0.5% per year or approximately 0.6 gpcd per year. This will be a difficult goal to achieve due to increase population and hot weather conditions. This goal will be evaluated on the efforts and results of the above 5-year goal.

4.2 Water Conservation Program

The following actions will be taken by the City of Pharr to accomplish the above goals:

A. Public Education and Awareness

Public education and awareness are an essential component of the City's water conservation program. The objective is to communicate to the City's residents the need for and benefits of water conservation and to provide useful consumer-oriented information on water conservation practices and technologies. The City will obtain and disseminate such information through a variety of avenues including:

- Providing water conservation literature to new utility customers at the time they apply for service, to utility customers reporting high water use, and the utility sales office on continuing basis.

- Providing consumer tips on water conservation in Consumer Confidence Report to be mailed annually; plus provide conservation tips on monthly water bill

- Providing literature on xeriscape landscaping and the use of native plants and grasses to reduce lawn water demands.

- Presentation at different civic organizations, city events, and schools. The City will also obtain video and radio public service announcements on water conservation from the TWDB and make these available to the local media. TWDB videos on state water resources issues and water conservation will also be provided to the City of Pharr Cable Channel and PSJA School District cable channel. The City will also produce water conservation commercials using students and parents from the city to promote conservation and announcements that will be aired on the City of Pharr Cable Channel and will be provided to PSJA School District cable channel.

B. Plumbing Fixture Efficiency Standards

Since 1992 state law has prohibited the sale of certain plumbing fixtures that do not conform to specific water use efficiency standards. Fox example, water use by tank-type toilets sold within Texas is not to exceed 1.6 gallons per flush. Showerheads are limited to 2.5 gallons per minute flow rate. Similar water efficiency standards effectively supersede and replace local standards and eliminate the need for enforcement of plumbing code standards for water efficiency at the local level.

In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992, meet the following standards:

- Shower Heads: No more than 2.50 gallons per minute at 80 pounds per square inch of pressure.
- Laboratory/Sink Faucets and Aerators: No more than 2.2 gallons per minute at 60 pounds per square inch of pressure.
- Wall mounted, Flushometer Toilets: No more than 2.0 gallons per flush
- All other Toilets: No more than 1.6 gallons per flush
- Drinking Water Fountains: Must be self-closing

The above standards are enforced through requirements placed directly on the manufacturers, importers, and suppliers of new fixtures in Texas. In addition, the City encourages the following water conservation measures:

- Hot Water Pipes: Hot water lines not in or under a concrete slab should be insulated
- Pressure Reduction Valves: Pressure reduction valves may be installed where system pressures exceed 80 pounds per square inch
- Swimming Pools: Swimming pool should have recirculating filtration equipment
- Automatic Dishwashers: Automatic dishwashers installed in residential dwelling should be a design that uses a maximum of six gallons of water per cycle
- Automatic Clothes washers: Automatic Clothes washers installed in residential dwellings should be a design that uses a maximum of 14 gallons of water per cycle

New plumbing fixtures that replace or renovate existing plumbing fixtures should follow the residential and commercial construction requirements. The use of water efficient plumbing fixtures in new construction and as replacements in existing construction is expected to significantly reduce per capita water use and wastewater flow over time. Importantly such saving will occur “passively” in that market penetration will occur as a consequence of new development and as old inefficient plumbing fixture s wear out and are replaced. Also, water saving associated with high efficiency plumbing fixtures are relatively predictable as the saving are not dependent on conscious effort by the customer to modify water use behaviors.

C. Plumbing Fixture Retrofit and Replacement

The City will encourage the retrofit and/or replacement of older, inefficient plumbing fixtures and appliances through the public education and awareness activities described

above. Emphasis will be placed on the expected cost saving and payback periods through reduced water, wastewater, and energy costs. In addition, the City will investigate the costs and benefits of replacing inefficient plumbing fixtures in all city-owned facilities.

D. Water Rate Structure

The current water structure rates will significantly encourage water conservation efforts from residential, commercial customers and thus resulting sustainability for future growth.

E. Metering and Repair

Metering all water services is an effective means of improving and maintaining control of water system operations and provides the basis for efficient and equitable cost recovery. Metering provides a database for system performance monitoring, for planning future facilities, and for assessing the effects of water conservation measures. Metering also improves accountability for both water deliveries and for unaccounted for water losses. The City of Pharr meters all water accounts, including those serving city facilities.

In April 2010 the City conducted a Meter Management Audit by JBS Associates. The audit included recommendations that are now being implemented such as testing meters annually and every two years depending on usage and age of the meter. Rule of thumb, if a 5/8" -3/4" meter has over a 1,000,000-gallon usage or over 15 years that meter should be changed. Other recommendations include correct meter sizing and replacement of oversize meters. Periodic testing will be conducted every year on approximate 5% of the ¾" meter for efficiency verification. Meters found to be outside there parameters (+/- 5%) will be replaced. Master Meters (raw water meter and high service meters) at the Water Treatment Plant are tested annually by Sendero South, LLC, or other company, and results are reported to staff in writing and are filed for at a period of five years. Master meters which are not within +/-5% of standard will be repaired and/or replaced.

The City will continue to follow the recommendations from Meter Management Audit and has implemented recorded keeping of water usage of fire fighter usage, street sweeper use, vactor truck use, and flushing of water mains. These procedures will allow the City to better estimate actual water losses due to leakage and will aid in evaluating the costs and benefits associated with leaks detection and the repair or replacements of main waterlines.

F. Leak Detection, Repair, and Water Loss Record Keeping

Along with a Meter Management Audit a Water Distribution System Report was done. The report pointed out two key areas in the city where we have substantial leaks. Most of these leaks are from 2" water lines, which the city has approximate 13 miles of these

lines. The City has started a replacement program to replace these water lines. We estimated a time of 5 yrs. to replace all 2" water lines.

Public Utilities staff will conduct annual visual audits to determine leaks concentrating around fire hydrants, water valves and grassy green areas of known water distribution lines. Staff will be required to investigate any grassy green areas during their daily routine, especially during dry weather conditions. The utilities staff will determine to do a systematic leak survey of the water distribution system if loss of water is greater than 15% annually.

Public Utilities staff conducts top-down audit, using existing records to provide an overall picture of water loss which is done annually and will continue to track these effort using this method. The Public Utilities staff has implemented monthly record keeping and tracking to estimate a more accurate water loss of unaccounted water in areas of fire fighting, unauthorized use of fire hydrants, street sweepers, vactor trucks, flushing of fire hydrants, overspill of water towers and water distribution line breaks.

G. Water Conserving Landscaping

The City does not plan to require water conserving landscaping, however, the city will through education, encourage residents to adopt water efficient landscaping and landscape maintenance practices. Through its public information program, The City encourages and supports the use of xeriscape landscaping techniques. Public Utilities staff distributes xeriscape literature at public meeting on water conserving landscaping and lawn watering methods. Particular emphasis is placed on providing such information in advance of and during the summer lawn water season.

H. Water Reuse

The City uses reclaimed wastewater effluent for plant operations/irrigation and in chlorination at the City's wastewater treatment plant. The effluent basin accommodates a 6" Gormann pumps that provide reuse water to the city golf course for irrigation purpose. The City is also looking at potential use of reuse water for various city services such as city street sweepers, city vactor truck and construction water tanks trucks.

I. Means of Implementation and Enforcement

A resolution by the City Commission has been approved adopting this water conservation plan (Appendix B.) The City's Public Utilities Department and City Manager will have primary responsibility for implementing the plan. The Public Utilities Department will be responsibility for keeping records of the implementation to verify water loss annually through top-down audits. (See 4.2F and 4.2K). These records will be compared to the goals stated above. The City's Police Department, Fire Department, and Public Utilities staff will have enforcement powers in accordance with the Drought Contingency Plan Ordinance. (Appendix C)

J. Wholesale Water Contracts

The City of Pharr will require, through contractual agreement, that any political subdivision or public water supplies contracting with City for wholesale water supply or wastewater services either (1) adopt the provisions of the City's water conservation and drought contingency plan; or (2) develop and adopt a plan which meets the requirements of the TWDB or TCEQ. **At present, the City's is not a wholesaler.**

K. Record Management System

The City of Pharr record of management includes the following: purchased water, treated water and water sold. The user classes are recorded as: residential, senior citizens, commercial, municipal, and outside city limits. Based on the type of record keeping the system has established would allow to keep track of the effectiveness of our annual goals. **As mentioned on Section 4.2 F top-down audit will give us a general knowledge if we meet our annual goal.** Even though no monthly goals are established, we believe by setting the annual goal will set the margin to meet a goal monthly. With better record keeping as mentioned above we can continue to track our progress in meeting our goals in Section 4.1 annually.

4.3 Reporting

The City of Pharr will continue its water conservation programs indefinitely and will report to the Executive Administrator of the TWDB on the implementation and status of the City's water conservation programs for three (3) years after the closing date for loans made by the TWDB. The City is obligated to the TWDB (under Rule 31 TAC 363.71) to submit annual report describing the implementation, status, and quantitative effectiveness of the water conservation program (which includes the plan and implementation procedures). The annual report will be in a form and will include all information required by TWDB staff to determine the City's compliance with the Water Conservation and Drought Contingency Plan.

Drought Contingency Plan

City of Pharr

P.O Box 1729 Pharr 78577

CCN# 11918

PWS # 1080009

February 21, 2019

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Pharr hereby adopts the following regulations and restrictions on the delivery and consumption of water through an ordinance/or resolution.

Water uses regulated or prohibited under this Drought Contingency Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X1 of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Pharr by means of scheduling and providing public notice of a public meeting to accept input on the Plan.

Section III: Public Education

The City of Pharr will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of city public events, press releases or utility bill inserts.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Pharr is located within the Rio Grande Regional Water Planning Group and City of Pharr has provided a copy of this Plan to the Rio Grande Regional Water Planning Group.

Section V: Authorization

The City Manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Pharr. The terms "person" and "customer" as used in the Plan to include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

1. **Aesthetic water use**: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

2. **Commercial and institutional water use**: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

3. **Conservation**: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

4. **Customer**: any person, company, or organization using water supplied by the Hidalgo Irrigation District #2.

5. **Domestic water use**: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

6. **Even number address**: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

7. **Industrial water use**: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

8. **Landscape irrigation use**: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

9. **Non-essential water use**: water uses that are not essential nor required for the protection of public health, safety, and welfare, including:

a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;

b) use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle;

c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

d) use of water to wash down buildings or structures for purposes other than immediate fire protection;

e) flushing gutters or permitting water to run or accumulate in any gutter or street;

f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

10. **Odd numbered address**: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Criteria for Initiation and Termination of Drought Response Stages

The City Manager or his/her designee shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached. In addition to:

1. Supply-related problems, such as reductions in supply due to drought and water rights permits or water contracts constraints;

2. System-related problems, such as equipment failures and line breaks; and

3. Other conditions that may affect or otherwise limit the City of Pharr's ability to meet the demand for water

Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for initiation
Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII—Definitions,

(a) When total daily water demand equals or exceeds 15.0 MGD for 5 consecutive days, based on the "safe" operating capacity of water supply facilities.

Requirements for termination
Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Stage 2 Triggers -- MODERATE Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when:

(a) When total daily water demand equals or exceeds 18.0 MGD for 3 consecutive days, based on the "safe" operating capacity of water supply facilities.

Requirements for termination
Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 Triggers — SEVERE Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when:

(a) Continually falling treated water reservoir levels which do not refill above 75% percent overnight based on an evaluation of minimum treated water storage required to avoid system outage.

Requirements for termination
Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Triggers -- CRITICAL Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when:

a) When the water supply available from the Hidalgo Irrigation District #2 is equal to or less than 5,000 acre-feet.

b) When, pursuant to requirements specified in the City of Pharr water purchase contract with Hidalgo Irrigation District #2 notification is received requesting initiation of Stage 4 of the Drought Contingency Plan.

Requirements for termination
Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Stage 5 Triggers -- EMERGENCY Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when City Manager, or his/her designee, determines that a water supply emergency exists based on:

a) Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or

b) Natural or man-made contamination of the water supply source(s).

Requirements for termination
Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Stage 6 Triggers -- WATER ALLOCATION

Requirements for initiation
Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and comply with the requirements and restrictions for Stage 5 of this Plan when (describe triggering criteria, see examples in Stage 1).

Requirements for termination - Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Section IX: Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:
The City Manager or his/ her designee shall notify the public by means of:

a) City Website/Social Media
b) publication in a newspaper of general circulation, direct mail to each customer,
c) public service announcements,
d) signs posted in public places

Additional Notification:
The City Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

1) Mayor / Chairman and members of the City Council
2) Fire Chief (s)
3) City and/or County Emergency Management Coordinator(s)
4) County Judge & Commissioner(s)
5) State Disaster District / Department of Public Safety
6) TCEQ (required when mandatory restrictions are imposed)
7) Major water users
8) Critical water users, i.e. hospitals
9) Parks /street superintendents & public facilities managers

Stage 1 Response -- MILD Water Shortage Conditions

Target: Achieve a 5% percent reduction in daily water demand.

Voluntary Water Use Restrictions for Reducing Demand

a) Water customers are requested to voluntarily limit landscape irrigation to Sundays and Thursdays for customers with a street address ending in an even number (0,2,4,6, or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1,3,5,7 or 9), and to irrigate landscapes only

between the hours of 8:00 pm and 8:00 am. Landscape irrigation by means of a hand-held hose or using drip irrigation system is exempt from these requirements.

b) The public is asked to wash automobiles at commercial car washes or at their residence only on their designated irrigation days (e.g. Sunday/Thursday or Saturday/Wednesday). The hose must have a flow control device (e.g. spray gun, control nozzle) to stop water flow when not use. High-pressure washers with flow control will also be allowed.

c) The public is asked to discontinue the use of ornamental water features fountains.

d) All operations of the City of Pharr shall adhere to water use restrictions prescribed for Stage 2 of the Plan.

e) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response -- MODERATE Water Shortage Conditions.

<u>Target</u>: Achieve a 7% percent reduction in daily water demand.

<u>Water Use Restrictions for Demand Reduction:</u>
Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for water customers with a street address ending in an even number (0, 2, 4, 6, or 8) and Saturdays and Wednesdays for water customers with street address ending in an odd number (1, 3, 7, or 9) and to irrigate landscapes only between the hours of 8:00 pm and 8:00 am. Landscape irrigation by means of a hand-held hose or drip irrigation system is exempt from these requirements.

b) The public is allowed to wash automobiles at commercial car washes or at their residence only on their designated irrigation days (Sundays/Thursday and Saturday/Wednesday). The hose must have a flow control device (e.g. spray gun, control nozzle) to stop water flow when not in use. High-pressure washers with flow control will also be allowed.

c) The public must discontinue the use of ornamental water features (e.g., fountains) unless provision is made to recirculation of water. The failure to prevent or control the “water waste” is also prohibited.

d) Definition: The term “water waste” shall include wash down of driveways, sidewalks, parking areas, street and their areas and failure to take timely action to repair a leak determined by the Director of Utilities.

Stage 3 Response -- SEVERE Water Shortage Conditions

Target: Achieve a 10% percent reduction in daily water demand.

Water Use Restrictions for Demand Reduction:
All requirements of Stage 2 shall remain in effect during Stage 3 except:

a) Irrigation of landscaped areas shall be limited to designated days between the hours of 8:00 pm and 8:00 am and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the Hidalgo Irrigation District #2. The City of Pharr Golf Course irrigates using Reclaimed water from the City of Pharr Wastewater Treatment Plant.

c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

d) High-pressure washer for cleaning of sidewalk, driveway and entryways will not be allowed and will be considered a “waste of water”. Steam cleaner will be allowed.

Stage 4 Response -- CRITICAL Water Shortage Conditions

Target: Achieve a 15% percent reduction in daily water demand.

Water Use Restrictions for Reducing Demand: All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 8:00 pm and 8:00 am and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers is prohibited at all times.

b) Use of water to wash any motor vehicle, motorbike, boat, trailer,or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 8:00 pm and 8:00 am

c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi type pools is prohibited.

d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

f) Steam Cleaner will not be allowed for cleaning of driveway, sidewalk, and entryway.

Stage 5 Response -- EMERGENCY Water Shortage Conditions

Target: Achieve a 20% percent reduction in water demand, total water use, daily water demand**.**

Water Use Restrictions for Reducing Demand. All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

(a) Irrigation of landscaped areas is absolutely prohibited.

(b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.

Stage 6 Response -- WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the City Manager is hereby authorized to allocate water according to the following water allocation plan:

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

"Household" means the residential premises served by the customer's meter. "Persons per household" includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the City of Pharr of a greater number of persons per household on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Pharr offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Pharr on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City of Pharr in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Pharr of a reduction in the number of person in a household shall be fined not less than $1000.00 dollars.

Residential water customers shall pay the following surcharges:

$10.00	for the first 1,000 gallons over allocation.
$20.00	for the second 1,000 gallons over allocation.
$35.00	for the third 1,000 gallons over allocation.
$75.00	for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Master-Metered Multi-Family Residential Customers

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the Hidalgo Irrigation District #2 of a greater number on a form prescribed by the City Manager. The City Manager and/or his/her designee shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the Hidalgo Irrigation District #2 offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City

Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the Hidalgo Irrigation District #2 in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Pharr of a reduction in the number of residents in a household shall be fined not less than $1000.00 dollars. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

$10.00	for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
$20.00	thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
$35.00	thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
$75.00	thereafter for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Commercial Customers

A monthly water allocation shall be established by the City Manager and/or his/her designee for each non-residential commercial customer, other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75% percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 25% percent of monthly usage is less than 5000 gallons, shall be allocated 5000 gallons. The City Manager shall give his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If however, a customer does not receive such notice, it shall be the customer's responsibility to contact the Hidalgo Irrigation District #2 to determine the allocation. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager or alternatively, a special water allocation review committee. Non-residential commercial customers shall pay the following surcharges:

Customers whose allocation is 0 gallons through 20,000 gallons per month:

$25.00 per thousand gallons for the first 1,000 gallons over allocation.
$50.00 per thousand gallons for the second 1,000 gallons over allocation.
$75.00 per thousand gallons for the third 1,000 gallons over allocation.
$100.00 per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is 20,001 gallons per month or more:

2 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
4 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
10 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
30 times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

Section X: Enforcement

(a) No person shall knowingly or intentionally allow the use of water from the City of Pharr for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City Manager, or his/her designee, in accordance with provisions of this Plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than $50.00 dollars and not more than $2000.00 dollars. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at $30.00, and any other costs incurred by the City of Pharr in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

(c) Any person, including a person classified as a water customer of the Hidalgo Irrigation District #2, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

(d) Police officer and code compliance officer, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her- to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 17 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Section XI: Variances

The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

Alternative methods can be implemented which will achieve the same level of reduction in water use. Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Pharr within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

(a) Name and address of the petitioner(s).

(b) Purpose of water use.
(c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
(d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
(e) Description of the relief requested.
(f) Period of time for which the variance is sought.
(g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
(h) Other pertinent information.

SECTION 2: That except as herein amended, this Ordinance shall be cumulative of all other ordinances and said Ordinances shall remain in full force and effect, unimpaired hereby.

SECTION 3: In compliance with Article III, Section 8, of the City Charter requiring Ordinance imposing penalties to be published in the Official Newspaper, it is hereby ordered that this Ordinance be so published, and it shall take effect ten (10) days after such publication. It is further ordered, as permitted by Article III, Section 9 of the City Charter, that the publication be of a descriptive caption or title, stating in summary the purpose of the Ordinance and the penalty for violation thereof.

SECTION 4: This Ordinance is hereby passed by a vote of not less than a majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk following not less than three (3) readings of the ordinance in accordance with the Pharr City Charter.

SECTION 5: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of October 2022.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____2022.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: September 27, 2022
MEETING DATE: October 3, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending the Code of Ordinances Article V, Section 2-249 vital statistics records fees *(1st Reading)*. **This item supports SG - Sound Governance and Fiscal Transparency.**

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

Issue: The office of the City Clerk is the official keeper of public records, and as Local Registrar, is the official keeper of the Vital Statistics records. This office assesses and collects fees for permits for birth and death records.

The office of the City Clerk will continue to implement the fee schedule as provided by the Texas Department of State Health Services (DSHS), Texas Administrative Code Title 25, Chapter 181 and increase the fee for each additional death certificate in a single request from $3 to $4 and begin incorporating a preservation fee of $1 for every certified copy of birth and death record, and administrative fees for burial transit permits for regular business hours ($5) and after regular business day hours, weekends, and holidays ($10).

This is in compliance with the provision set forth by the Texas Department of State Health Services.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve

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

ROUTING:

Hilda Pedraza	Created/Initiated - 9/27/2022
Patricia Rigney	Approved - 9/27/2022
Anali Alanis	Approved - 9/28/2022
Karla Saavedra	Approved - 9/29/2022
City Management Office	Final Approval - 9/30/2022

ORDINANCE NO. O-2022-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES ARTICLE V, DIVISION 2, SEC. 2-249 COST OF COPIES FOR VITAL STATISTICS RECORDS, BY INCREASING THE FEE FOR EACH ADDITIONAL COPY OF DEATH CERTIFICATE IN A SINGLE REQUEST AND BY INCORPORATING A PRESERVATION FEE AND ADMINISTRATIVE FEES, PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Office of the City Clerk is the official keeper of public records, and as Local Registrar is the official keeper of the City's vital statistics records; and

WHEREAS, the Office of the City Clerk assesses and collects fees for permits, public information, vital statistics, and administration; and

WHEREAS, the Office of the City Clerk will continue to implement the fee schedule as provided by the Texas Department of State Health, Texas Administrative Code Title 25, Chapter 181 and increase the fee for each additional death certificate in a single request from $3.00 to $4.00 and begin incorporating a preservation fee of $1.00 for every certified copy of birth and death records and administrative fees for $5.00 and $10.00 for burial transit permits during regular business hours and after regular business day hours, weekends and holidays; and

WHEREAS, in compliance with the provisions set forth enacted by the Texas Department of State health, the Pharr Board of Commissioners is of the consensus that the Code of Ordinances be amended to implement the changes in the fee charges; and

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

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

SECTION 1: RATES AND FEES.

VITAL STATISTICS RECORDS:

(a) Certified Copy of Birth Certificate	$22.00
a. Preservation Fee	$1.00
(b) First Certified Copy of Death Certificate	$20.00
a. Each additional copy of death certificate in a single request	$4.00
b. Preservation Fee	$1.00
(c) Remote Certification Records	$22.00
a. Record Fee	$22.00
b. Preservation Fee	$1.00

(d) Administrative Fees:

a. Burial transit permits:
   i. During regular business day hours $5.00
   ii. After regular business day hours, weekends, and holidays $10.00
b. Plastic cover fee $2.00
c. The fee for a search to verify the existence of a birth record (Pharr only) $10.00

SECTION 2: REPEALING CLAUSE.

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

SECTION 3: SEVERABILITY CLAUSE.

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

SECTION 4: EFFECTIVE DATE; PUBLICATION.

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

SECTION 5: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____2022.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.
DATE SUBMITTED: September 27, 2022
MEETING DATE: October 3, 2022

FROM: Melissa Ramirez, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 13.12 acres of land, more or less, out of lot 249, Kelly Pharr Subdivision, generally located on the south side of West Javelina Drive, approximately 0.40 miles east of South Jackson Road, Extraterritorial Jurisdiction of the City of Pharr, Texas. (1st Reading) **This item supports EV - Economic Vitality.**

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

Issue: This item is the 1st reading on ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 13.12 acres of land, more or less, generally located south of west Javelina Drive being situated within the extraterritorial jurisdiction of the City of Pharr, Texas.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

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

ROUTING:

Melissa Ramirez	Created/Initiated - 9/27/2022
Patricia Rigney	Approved - 9/29/2022
Kimberly Mendoza	Approved - 9/29/2022
City Management Office	Final Approval - 9/30/2022

O-2022-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 13.12 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED SOUTH OF WEST JAVELINA DRIVE, LYING ADJACENT TO AND BEING SITUATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS, INCLUDING THE ABUTTING STREETS AND ROADWAYS AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNERS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY; AND ADOPTING A SERVICE PLAN

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code and the City Charter of the City of Pharr, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state;

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Pharr, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

SEE "EXHIBIT B"

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

Section 1: The Board of Commissioners of the City of Pharr has decided to extend the corporate limits of the City to include tracts of land adjacent to our present corporate limits; and

Section 2: The hereinafter described territory lies within the extraterritorial jurisdiction of the City of Pharr, Texas; and

Section 3: The territory hereinafter described contains approximately 13.12 acres; and

Section 4: The territorial limits of the City of Pharr, Texas contained approximately 15,264 acres (23.85 square miles) as of November 16, 2020; and

Section 5: The Director of Development Services held a public hearing on the proposed annexation, on Monday, October 3rd, 2022 at 4:00 p.m. in the City Commissioners' Room, 118 S. Cage Boulevard, 2nd floor, Pharr, Texas and was also published in the Advance News Journal; and

Section 6: A service plan as required by State Law is hereby adopted and attached as Exhibit A.

Section 7: The Board of Commissioners of the City of Pharr, Texas, finds that all prerequisites for annexation imposed by State Law and the City Charter have been met.

Section 8: That the corporate boundary limits of the City of Pharr, Texas, is hereby extended so as to annex certain territory lying adjacent to and adjoining the present City limits of said City and such territory as hereby annexed to said City as described in Exhibit B.

Section 9: That this ordinance be published, one time in its entirety, in the Advance News, a newspaper in Pharr, Texas.

Section 10: That the service plan attached to this ordinance is hereby approved by the Board of Commissioners of the City of Pharr, Texas provided that such service plan may be amended or repealed in accordance with Section 43.056 of the Texas Local Government Code, when in the opinion of the Board of Commissioners, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

Section 11: That this ordinance shall not become effective until ten (10) days elapsed after the ordinance has been published in the local newspaper after which the territory herein noted and described in Section 1 hereof shall be a part of the City of Pharr and the citizens thereof shall be entitled to all rights and privileges of other citizens and shall be bound by the acts, ordinances, and resolution of the city.

Section 12: Upon annexation of the above described property, the acreage within the city limits of the City of Pharr, Texas will be increased by 13.12 acres for a total of approximately 15,277 acres.

The City Clerk is hereby directed to file with the County Clerk of Hidalgo, Texas, a certified copy of this ordinance.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of _____, 2022.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

EXHIBIT A

SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the south side of West Javelina Drive. These properties are approximately **13.12 AC** and are illustrated in EXHIBIT A and further described below:

OWNER: JAMES C. & JANICE KELLER

TRACT 1: A 2.00-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

OWNER: WALTER C. KELLER

TRACT 2: A 11.12-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

OWNER: JENE & JONATHON BYROM

TRACT 3: A 1.83-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);
- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

1. POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the _Hidalgo County Sheriff's Office. However, upon annexation, the City of _Pharr__ Police Department will

extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. FIRE

Existing Services: Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

Services to be Provided: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

3. BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of _Pharr_.

4. PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of _Pharr_ Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

5. LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The ____Hidalgo___ County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current City of Pharr's Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

7. STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

8. STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

9. STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

10. TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

11. WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

12. SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

13. SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

14. ADDITIONAL SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

III. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

PROPERTY DESCRIPTIONS

1) **OWNER: JAMES C. & JANICE KELLER**

   TRACT 1: A 2.00-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

2) **OWNER: WALTER C. KELLER**

   TRACT 2: A 11.12-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

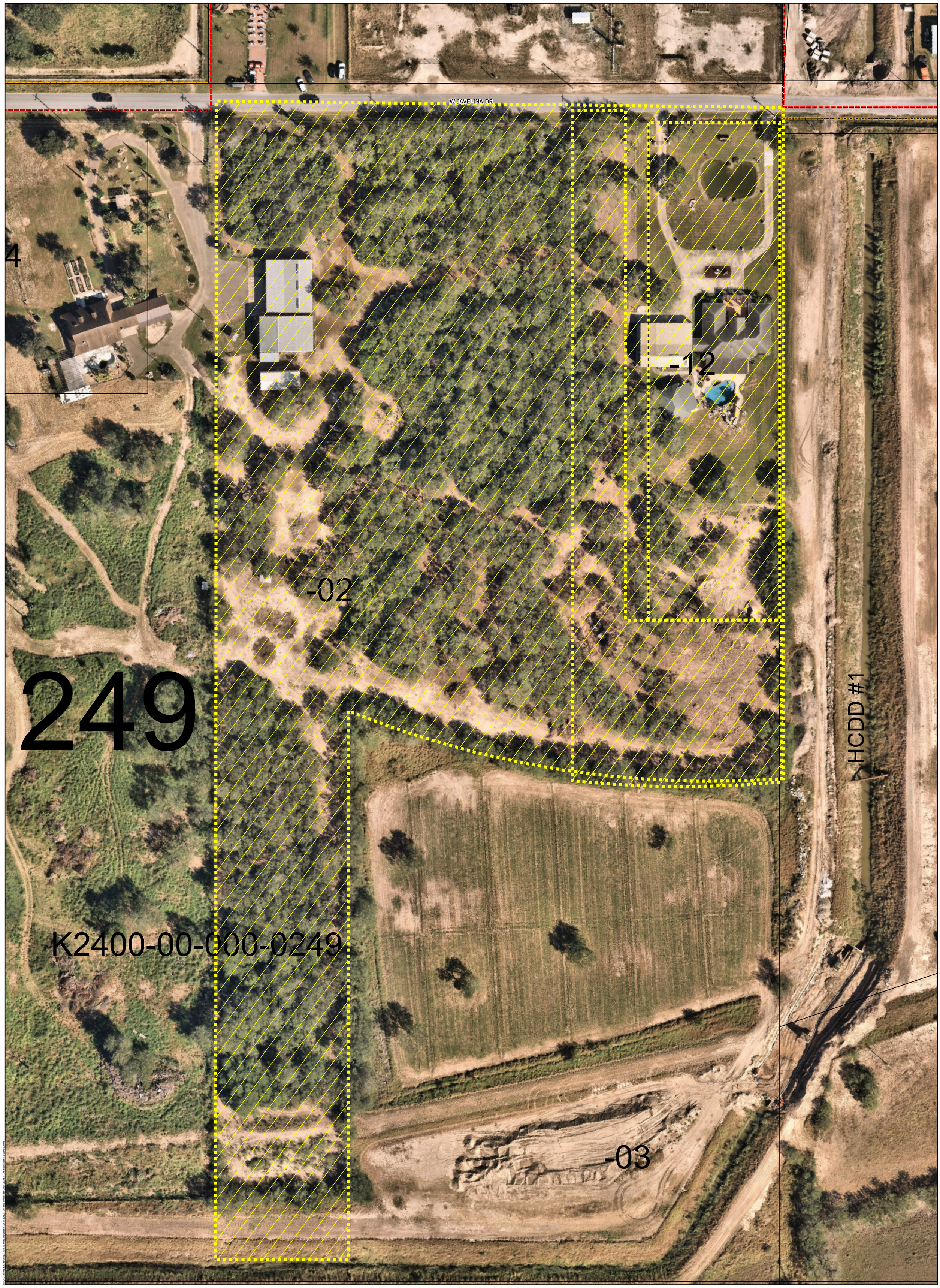
   SAVE AND EXCEPT that certain 1.83 acre tract described in General Warranty Gift Deed recorded in Document #3218286, Hidalgo County, Texas.

3) **OWNER: JENE & JONATHAN BYROM**

   TRACT 3: A 1.83-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

City of Pharr

Exhibit B



Legend

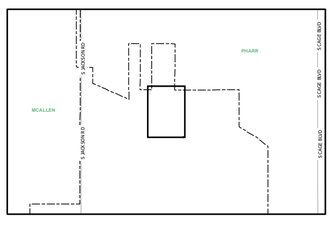
- Tract 1
- Tract 2 — Pharr City Limit
- Tract 3 — Pharr ETJ

Scale:1 inch = 50 feet

0 20 40 80 120 160 Feet

City of Pharr, Texas
Engineering Department
956.402.4221
Date: 9/27/2022

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



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: September 27, 2022
MEETING DATE: October 3, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on offer letter from the Hidalgo County Drainage District Number 1 for a 0.151 acre drainage easement for the Jackson Road Drain Project. **This item supports IF - Infrastructure.**

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

Issue: The Hidalgo County Drainage District Number 1 (District) is preparing for construction of the 2018 Bond Program Project Number 16 - Jackson Road Drain, and is in need of a drainage easement on a City of Pharr owned property on the south side of Medina Street.

The proposed drainage easement is 20-feet in width and approximately 330-feet in length for a total area of 0.151 acres. The proposed easement area will be constructed and maintained by the District.

Based on an appraisal, the District's Board of Directors' offer a total compensation of $7,740.

Fiscal Consideration: The District's Board of Directors is authorized to offer the City of Pharr $7,740 for the 0.151 acres of property.

Staff Recommendation: Staff recommends approval of the offer letter from the District for a 0.151 acre drainage easement for the Jackson Road Drain Project.

Alternatives: The City may not accept the District's offer. However, it is in the best interest of the City to allow the project to move forward with out delay.

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

ROUTING:

Maria Rangel	Created/Initiated - 9/27/2022
Ruben Alfaro	Approved - 9/29/2022
Patricia Rigney	Approved - 9/30/2022
City Management Office	Final Approval - 9/30/2022

ArcGIS Web Map

9/27/2022, 9:35:13 AM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

City_Limits_2020

2018 Bond Program - Bond Program 2018

Esri Community Maps Contributors, Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar

ArcGIS Web AppBuilder

Maxar | NOAA/NOS/OCS nowCOAST, NOAA/NWS and NOAA/OAR/NSSL | Edgar Valdez, Raul Sesin P.E., Hidalgo County Drainage District No. 1 | Raul Sesin P.E.; Edgar O. Valdez; Hidalgo

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
District General Manager
Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RICHARD F. CORTEZ	EVERARDO "EVER" VILLARREAL	ELLIE TORRES
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

May 18, 2022

CM: 7018-1130-0000-8129-1774

City of Pharr
P.O. Box 1729
Pharr, Texas 78577

RE: A 0.151 of an acre Tract of land out of Lot 233, Kelly Pharr Subdivision, Hidalgo County, Texas, according to plat or map thereof recorded in volume 3, pages 133-134, deed records Hidalgo County, Texas

HCDD No. 1 - 2018 Bond Project No. 16
Jackson Rd. Drain
Parcel No.: 16-E6

Dear: Mayor Ambrosio Hernandez

Enclosed for your review and further processing are the following:

- Initial Offer Letter
- Acknowledgement of Receipt of Appraisal Report
- Metes and Bounds and Survey
- Appraisal Report prepared by: Leonel Garza III
- Land Owner Bill of Rights

Please return signed Acknowledgement of Receipt to our office at Hidalgo County Drainage District No. 1, 902 N. Doolittle, Edinburg, Texas 78542.

If you have any questions, please contact me at (956) 292-7080.

Sincerely,

Jaime Salinas
Right of Way Agent
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
District General Manager
Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RICHARD F. CORTEZ	EVERARDO "EVER" VILLARREAL	ELLIE TORRES
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

May 18, 2022

City of Pharr
P.O. Box 1729
Pharr, Texas 78577

RE: A 0.151 of an acre Tract of land out of Lot 233, Kelly Pharr Subdivision, Hidalgo County, Texas, according to plat or map thereof recorded in volume 3, pages 133-134, deed records Hidalgo County, Texas
HCDD No. 1 - 2018 Bond Project No. 16
Jackson Rd. Drain
Parcel No.: 16-E6

Dear: Mayor Ambrosio Hernandez

In acquiring property, the Hidalgo County Drainage District No. 1 (The "District") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the Districts negotiator, Jaime Salinas, a portion of your property, as described in the enclosed property description, is to be acquired for the drainage improvements within the Rancho Blanco Rd. and Jackson Rd. area.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Hidalgo County Drainage District No. 1 Board of Directors' is authorized to offer you **$7,740.00** for your property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired in **Easement**, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the District. In accordance with State law, it is the policy of the District to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the District.

Also included in this offer letter is a copy of an appraisal of the Easement Area prepared by Leonel Garza, Jr. and Associates, LLC, a certified appraiser certified to practice as a certified general appraiser under Chapter 1103 of the Texas Occupations Code. The appraisal considers the value of the property being acquired, costs to cure, and damages to the property owner's remaining property.

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

902 N. Doolittle Road • Edinburg, Texas 78542 | Office 956 292.7080 • Fax 956 292.7089
www.hcdd1.org

Improvements		**$ 1,140.00**
Diminution of Market Value		**$ 2,825.00**
Land/ Easement	**0.151 acres @ 25,000.00/ Acre**	**$ 3,775.00**
Grand Value		**$ 7,740.00**

If you wish to accept the offer based upon this appraisal, please contact Mr. Jaime Salinas as soon as possible, at **(956) 292-7080 Ext. 5843**, so that the process of issuing your payment may be started. **If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter.** *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30 day time deadline.*

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

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

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

We respectfully request the opportunity to meet with you, or to otherwise discuss and answer any questions you may have, regarding the details of the type of facility to be built or concerning the District's offer or proposed purchase transaction. Also, please do not hesitate to contact Mr. Jaime Salinas at the telephone number provided above regarding any question you may have.

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

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

Sincerely,

Jaime Salinas
Right of Way Agent
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

CC: Raul E. Sesin, P.E., C.F.M., HCDD No. 1 General Manager, Floodplain Administrator
Jaime Salazar, HCDD No. 1 Operations Manager
Eli Villegas HCDD No.1 Right of Way Agent

ENCLOSURES:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527

METES AND BOUNDS

HIDALGO COUNTY DRAINAGE DISTRICT No.1
JACKSON ROAD DRAIN BOND PROJECT No.16
PARCEL 16-E6

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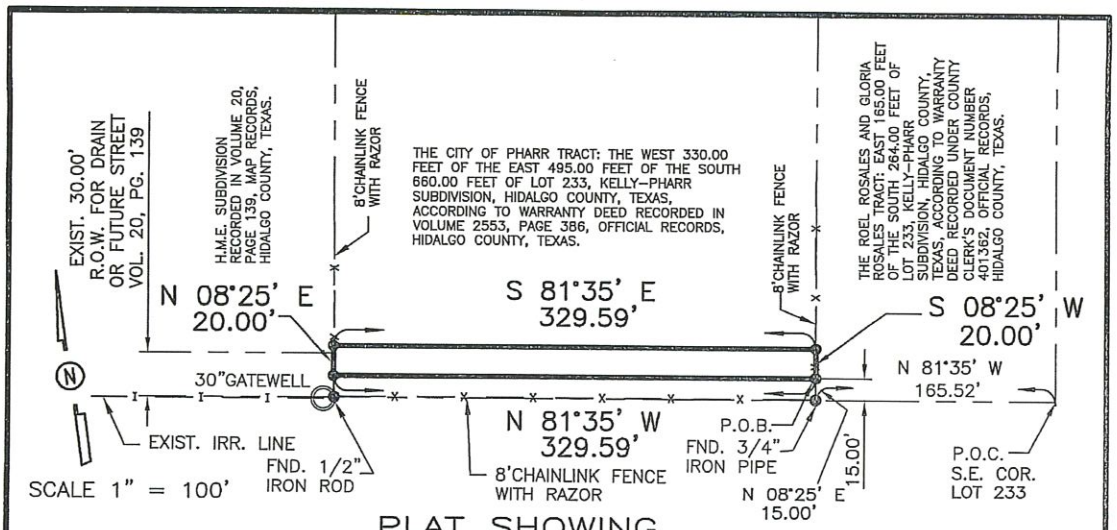
BEARINGS ARE IN ACCORDANCE WITH SING'S SUBDIVISION, RECORDED IN VOLUME 29, PAGE 52, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: JANUARY 27, 2022

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



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HIDALGO COUNTY DRAINAGE DISTRICT No. 1 JACKSON ROAD DRAIN BOND PROJECT No. 16
PARCEL No. 16-E6 R.O.W.-EASEMENT OWNER: CITY OF PHARR
TAKING: 6,592 S.F.

NOTE:
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

d. Right of Way Easement in favor of Central Power and Light Company as shown by instrument dated June 1, 1957, recorded in Volume 893, Page 444, Deed Records of Hidalgo County, Texas. (NOT APPLY-OUTSIDE SURVEY LIMITS)
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f. Right of Way Easement in favor of Valley Industrial Gas Co. as shown by instrument dated August 1, 1956, recorded in Volume 956, Page 428, Deed Records of Hidalgo County, Texas. (NOT APPLY-OUTSIDE SURVEY LIMITS)
g. Right of Way Easement in favor of Valley Industrial Gas Co. as shown by instrument dated August 1, 1959, recorded in Volume 956, Page 428, Deed Records of Hidalgo County, Texas. Said Right of Way Easement were conveyed unto South Texas Natural Gas Gathering, dated March 24, 1961, recorded in Volume 1004, Page 426, Deed Records of Hidalgo County, Texas. (NOT APPLY-OUTSIDE SURVEY LIMITS)

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C.P.N. 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

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STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 3 PAGE 133-134 D.R:
SURVEYED JANUARY 27, 2022
ADDRESS
OWNER HIDALGO COUNTY DRAINAGE DISTRICT No. 1
JOB No. G.F. No. 176071
BOOK No. PAGE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ALFONSOQ@QHA-ENG.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

Z:\PJ\2-HC\HCDD No 1\2018 Bond Referendum Project Engineering\Jackson Rd Drain Project No.16 Phase II\DWG\LOT 233 KELLY

May 18 2022

City of Pharr
P.O. Box 1729
Pharr, Texas 78577

Re: B-18-16 Jackson Rd. Drain
Parcel No.: B-16-E7

We, City of Pharr, do hereby acknowledge receipt on_____
a copy of an appraisal report prepared by LEONEL GARZA, JR. & ASSOCIATES, LLC, GENERAL CERTIFIED REAL ESTATE APPRAISER, dated May 13, 2022 related to the above parcel.

_____ _____

GARZA
& ASSOCIATES
REAL ESTATE APPRAISAL SERVICES
1419 DOVE AVENUE, McALLEN, TEXAS 78504
(956) 687-7295 Office / leonel3@garza-associates.com

May 13, 2022

Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78542

Owner of Record: City of Pharr
Project Tract No.: Bond 16 Parcel 6
PID: 202977

In accordance with your request, we are presenting a restricted appraisal report of a 0.151-acre tract of land to be acquired as a "Drainage Easement" out of a larger 4.85-acre tract of land located along the south side of Medina Street in Pharr, Texas.

The scope of the assignment is to appraise the subject in order to determine the market value of the proposed "Drainage Easement" to be located within the subject property for the construction of a proposed underground drainage pipe to be connected to a large network of canals/ditches and regional detention facilities providing positive drainage for the immediate area. This report is for the sole use and analysis by the Hidalgo County Drainage District No. 1 and has been performed under the standards set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), The State of Texas, Standards of Professional Practice of the Appraisal Institute and Senate Bill 18 (SB-18). This letter along with the assumption & limiting conditions and certification shall be attached herewith. I have carefully studied and analyzed factors pertinent to the valuation of the estimate of value. It should be understood by the reader that the client and intended user is the Hidalgo County Drainage District No. 1.

The report has been developed based on the knowledge that the acquisition area is utilized for the installation and/or construction and operation of an underground drainage pipe on the subject property. This report is limited to the information provided by the client and by other public information sources as per date of this report. This appraisal report is also limited to the off-site inspection of the proposed acquisition area; The comparables relied upon in the appraisal report were most recently inspected on May 11, 2022.

I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Drainage District No. 1 until authorized by the client to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event. The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by Senate Bill-18 of the Texas 82nd Regular Legislative Session and found that the proposed acquisition does not deny direct access to the subject property. I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions. I hereby certify that; it is my opinion the total compensation for the acquisition of the herein described property is:

Total Compensation = $7,740

Sincerely,

Leonel Garza III
General Real Estate Appraiser
TX-1328375-G

SUMMARY OF SALIENT FACTS

Client of Report	Hidalgo County Drainage District No. 1
Owner of Record	City of Pharr
Property Rights Appraised	Easement
Use of Acquisition Area	Drainage Pipe
Physical Location	South side of Medina Street south of Hall Acres Road in Pharr, Texas
Current Property Use	Vacant – Utility and Access Use
Highest & Best Use	Continued Utility and Access Use
Larger Parcel / Whole Property	4.85-Acres
Net Proposed Easement	0.151-Acres
Property Tax ID / GEO	202977 / K2400-00-000-0233-03
Flood Zone	Zone B
Municipal Zoning	Single-Family Residential District
Utilities	Water / Sewer
Effective Date Value	May 11, 2022
Fee Simple Unit Rate	$100,000 / Acre
Easement Unit Rate	$25,000 / Acre
Total Compensation	$7,740

GARZA
& ASSOCIATES
1419 Dove Avenue, McAllen, Texas 78504
Office (956) 687-7295 / leonel3@garza-associates.com

May 6, 2022

County: Hidalgo
Highway: Bond Project 16
From: N/A
Parcel: 16-E6

City of Pharr
PO Box 1729
Pharr, Texas 78577-1632

Garza & Associates has been contracted by Hidalgo County Drainage District No. 1, to appraise various properties for a project known as Bond Project No. 16. This project is for the improvement and / or expansion of the drainage system within the immediate and extended market area. The purpose of this letter is to provide you with an opportunity to meet with the appraiser at the time of inspection. The appraisal is to determine the current market value of your property, all or part, to be purchased by the Hidalgo County Drainage District No. 1. Hidalgo County Drainage District, located in Edinburg, Texas, will perform the acquisition services and present you with an offer to purchase a portion of your property for this future project.

If this letter does not pertain to you and / or you have sold the property, please notify our office as soon as possible so that the proper owner can be notified. We look forward to visiting with you in the near future.

If you have any questions, please feel free to call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295.

Sincerely,

Leonel Garza III
State Certified General Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Drainage District No. 1
C/o: Eli Villegas, C.F.M. Right of Way & Utility Coordinator
902 N. Doolittle, Edinburg, Texas 78541
Office (956) 292-7080

PHOTOGRAPHS
Taken on May 11, 2022

View of the whole property

View of the whole property

Western view of Medina Street

Northern view of Nelson Street

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
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METES AND BOUNDS

HIDALGO COUNTY DRAINAGE DISTRICT No.1
JACKSON ROAD DRAIN BOND PROJECT No.16
PARCEL 16-E6

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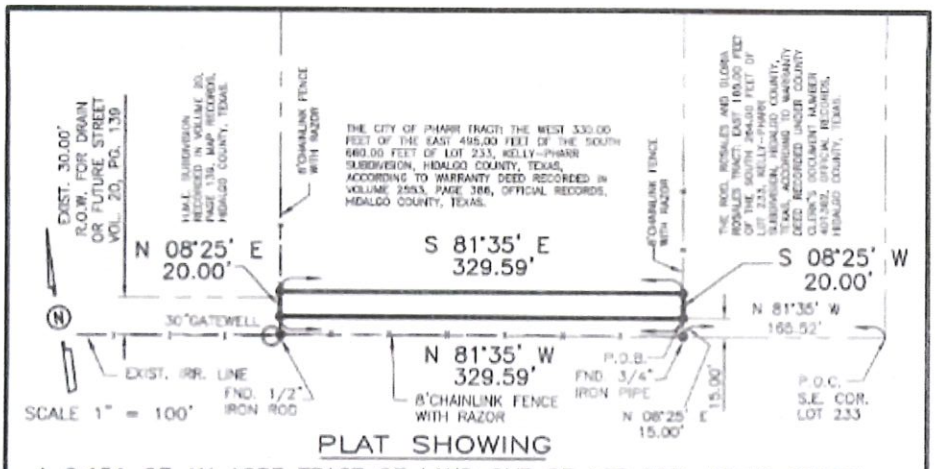
DATE PREPARED: JANUARY 27, 2022

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

GARZA & ASSOCIATES



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HIDALGO COUNTY DRAINAGE DISTRICT No. 1 JACKSON ROAD DRAIN BOND PROJECT No. 16	
PARCEL No. 16-E6 OWNER: CITY OF PHARR	R.O.W.-EASEMENT
TAKING: 6,592 S.F.	

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C.P.N. 480334 0425 C
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STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 3 PAGE 133-134 D.R.
SURVEYED JANUARY 27, 2022
ADDRESS
OWNER HIDALGO COUNTY DRAINAGE DISTRICT No. 1
JOB No. G.F. No. 176071
BOOK No. PAGE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6460
FAX 956-381-0527
ALFONSOQ@QHA-ENG.COM

Z:\P\\2-HC\HCDD No 1\2018 Bond Referendum Project Engineering\Jackson Rd Drain Project No.16 Phase 1\DWG\LOT 233 KELLY

CLIENT
Hidalgo County Drainage District No. 1 and or assigns.

INTENDED USER
The primary intended user is Hidalgo County Drainage District No. 1 along with district acquisition agents in order to acquire said easement. This will include the owner of each tract and or their representatives for this acquisition only.

Hidalgo County Drainage District No. 1

902 N. Doolittle Road, Edinburg, Texas 78542
Main Office (956) 292-7080 / www.hcdd1.org

INTENDED USE
The intended use is to provide a market valuation of the proposed drainage easement to be purchased in the name of Hidalgo County Drainage District No. 1.

PROPERTY RIGHTS
The property right known as "fee simple estate" ownership is the "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

"The property right known as an "easement" is the "conveyance of certain property rights, but not ownership, to a parcel of real estate." The final determination of compensation shall be based on the value of the part to be described as a "Drainage Easement."

Dictionary of Real Estate Appraisal, 7th Edition, copyright 2021, by the Appraisal Institute.

PROPERTY RIGHTS APPRAISED
Easement Valuation

EFFECTIVE DATE OF VALUE
May 11, 2022

SCOPE OF ASSIGNMENT

The scope is to prepare a restricted appraisal report of the proposed drainage easement as described by exhibit provided by the client. Market sales within the area and/or comparable market areas were identified and analyzed for the determination of market value of the subject property. The appraisal report shall indicate the "as is" market value as of the date of inspection. The content of a restricted appraisal report must be consistent with the intended use of the appraisal, and at a minimum state the identity of the client; and state the prominent use restriction that limits use of the report to the client and warns that the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood property without additional information located in the appraiser's work file; state the intended use of the appraisal; state information sufficient to identify the real estate involved in the report; state the real property interest appraised; state the type of value and cite the source of the definition; state the effective date and the date of the report; state the scope of the assignment; state the appraisal methods and techniques utilized, value opinion and conclusion, and reference the work file; state the use of the real estate existing as of the date of value; state the highest and best use; state all extraordinary assumptions and hypothetical conditions and effect on the assignment; include signed certificate in accordance with Standards Rule 2-3. This appraiser reserves the right to modify this report if contradicting information is provided after the date of report. No personal property was included in the valuation of the acquisition area.

VALUATION PROCESS

The method of valuation involved in this project is set forth by the State of Texas, when the governmental retained right of eminent domain is exercised. The Texas Constitution permits the acquisition of private property for public use (eminent domain), but it requires that any such acquisition entitles the owner to just compensation and that it shall be by the due process of the law. In order to determine total just compensation to the owner of record, the valuation of the whole, part to be acquired and the remainder shall be analyzed. Upon completion of the fee simple determination of market value, an adjustment is made to the fee unit rate as the acquisition is to be an easement which the full bundle of rights is not transferring to Hidalgo County Drainage District No. 1. Once this is applied, a final determination of value including any diminution or damages shall be calculated. Damages are determined by the appraiser upon review of the remainder market value before and after the acquisition of the proposed easement. In the valuation of the proposed easement(s), the appraisers have taken into consideration the rights being acquired and the contributory value of the land affected by this project. Both, legal encumbrance and the limitations in use set forth by the easement are taken into consideration for the percentage of the fee value that will be attributable to the overall easement valuation. The most applicable approach to value is utilized to determine the valuation of the subject property. This includes the sales comparison approach, income approach and the cost approach to value as they are applicable to the scope of the assignment and the subject property.

EXTRAORDINARY ASSUMPTION & HYPOTHETICAL CONDITION

The subject property presumed to be owned in fee simple and is not suffering from any environmental contamination. A hypothetical condition was made for the remainder after value conclusion, as the acquisition and proposed project have not taken place as of the date of the off-site inspection. The use of these extraordinary assumptions and hypothetical conditions might have affected the assignment results.

DEFINITION OF MARKET VALUE

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

Buyer and Seller are typically motivated.

Both parties are well informed or well advised, and each-acting in what they consider their own best interest.

A reasonable time is allowed for exposure in the open market.

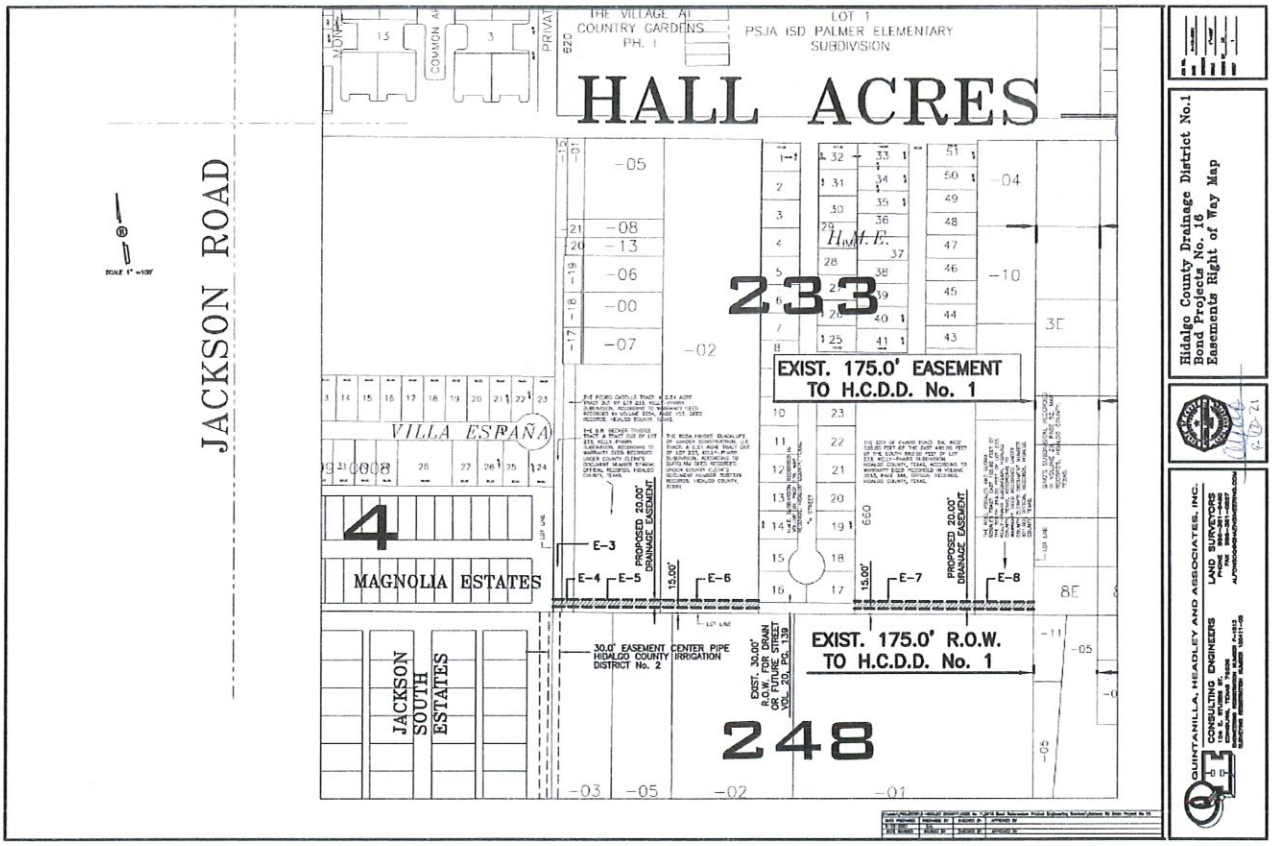
Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

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

PROJECT DESCRIPTION

The proposed acquisition is part of Bond Project 16 which will be constructing an underground pipe drainage line and connecting to an existing drainage ditch; therefore, expanding the drainage capacity in the area. The property being acquired in easement and will be purchased in the name of Hidalgo County Drainage District No. 1. The proposed easement area will be constructed and maintained by the Hidalgo County Drainage District No. 1.



PROPERTY ACCESS

The owner of record is notified of the intent to inspect the subject property by certified letter, direct contact, and or communication with the Hidalgo County Drainage District No. 1. If no contact is made prior to the date of inspection, the appraiser will proceed off-site along existing public right of way or HCDD No. 1 easements. The owner will retain the opportunity to meet with the appraiser for either an on-site visit or at the appraiser's place of business.

COMMUNICATION WITH APPRAISER

As per the client, contact with the appraiser after the date of appraisal report shall be done thru the client (HCDD No. 1) and or client negotiators.

SALES HISTORY

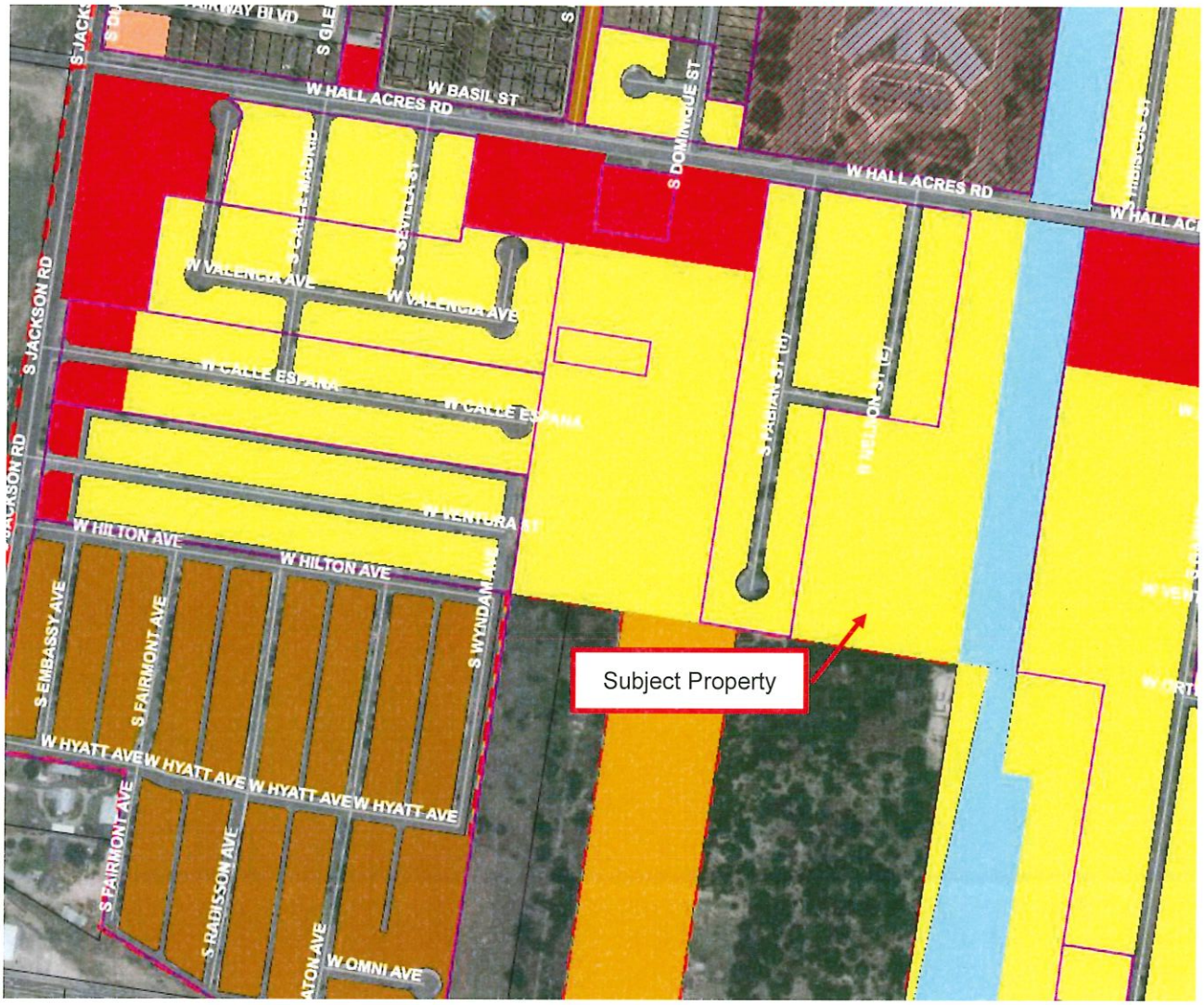
Research was performed through the Hidalgo County Appraisal District and Hidalgo County Deed Records to verify the current ownership of the subject property. According to a Warranty Deed recorded under Volume 2553, Page 386 in the Hidalgo County Deed Records, the subject is under the ownership of the City of Pharr and has been since December 23, 1987. The property does not appear to be currently listed for sale.

SITE ANALYSIS

As per deed records and provided survey, the subject property's larger parcel or whole property consists of 0.151-acres, and is under the ownership of the City of Pharr. The subject property is a vacant tract of land utilized as an access and utility strip. The subject property is located in Flood Zone B according to FEMA Flood Panel No. 480334 0425, dated November 16, 1982. The property has access to water and sewer provided by the City of Pharr.

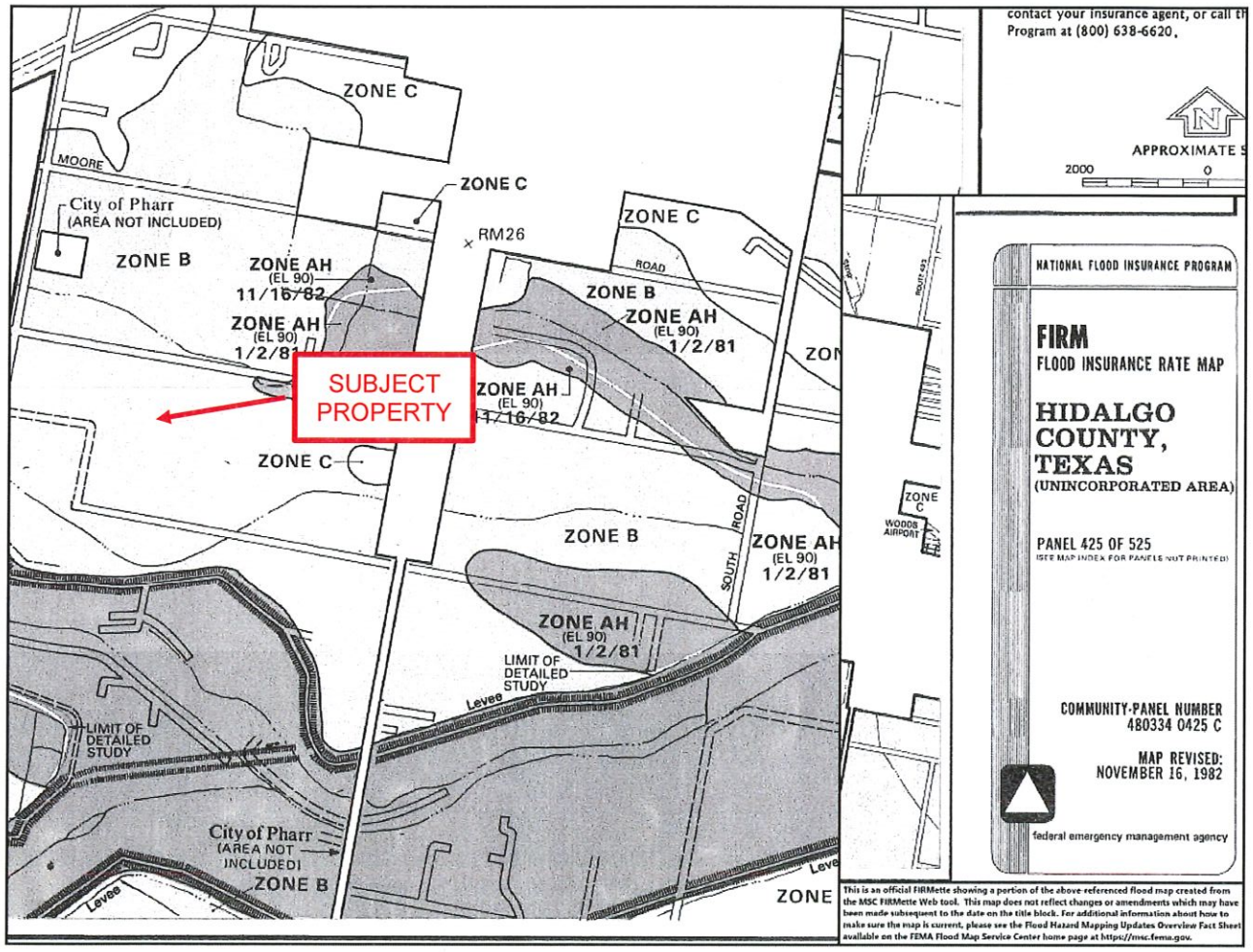
MUNICIPAL ZONING

The subject property is located within the City Limits of Pharr, Texas, and is subject to municipal zoning. Currently the subject property is zoned Single-Family Residential District.



FEMA FLOOD ZONE DESIGNATION

Flood Zone: Zone B



PROPERTY TAX

The Hidalgo County Appraisal District provides general information about the property tax system in Texas, as well as general information regarding properties assessed for the current year. The appraisal district will annually appraise properties according to the Texas Property Tax Code. This value may not equal the current market value for a variety of reasons (exemptions, allowances, etc.). The Hidalgo County Appraisal District is located at 4405 South Professional Drive, Edinburg, Texas and online at www.hidalgoad.org. The subject property identified under Property ID No. 202977 / Geographical ID K2400-00-000-0233-03 under the ownership of the City of Pharr.

Property

Account

Property ID:	202977	Legal Description:	KELLY PHARR TRACT S5AC-W10AC-E15AC LOT 233 HOLE
Geographic ID:	K2400-00-000-0233-03	Zoning:	CNTY
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1300 W M ST PHARR, TX	Mapsco:	
Neighborhood:	KELLY PHARR TRACT	Map ID:	CPR
Neighborhood CD:	K240000		

Owner

Name:	CITY OF PHARR	Owner ID:	99431
Mailing Address:	PO BOX 1729 PHARR, TX 78577-1632	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$21,624		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$212,673	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0

(=) Market Value:	=	$234,297		
(–) Ag or Timber Use Value Reduction:	–	$0		

(=) Appraised Value:	=	$234,297		
(–) HS Cap:	–	$0		

(=) Assessed Value:	=	$234,297		

Taxing Jurisdiction

Owner: CITY OF PHARR
% Ownership: 100.0000000000%
Total Value: $234,297

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$234,297	$0	$0.00
CPR	CITY OF PHARR	0.717600	$234,297	$0	$0.00
DR1	DRAINAGE DISTRICT #1	0.126400	$234,297	$0	$0.00
GHD	HIDALGO COUNTY	0.575000	$234,297	$0	$0.00
JCC	SOUTH TEXAS COLLEGE	0.171500	$234,297	$0	$0.00
SPA	PSJA ISD	1.216700	$234,297	$0	$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	$234,297	$0	$0.00
	Total Tax Rate:	2.856400			
				Taxes w/Current Exemptions:	$0.00
				Taxes w/o Exemptions:	$6,692.46

Improvement / Building

Improvement #1: COMMERCIAL **State Code:** F1 **Living Area:** sqft **Value:** $21,624

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CAN	CANOPY	*	PFM	2007	414.0
CAN	CANOPY	*		2007	483.0
CLF	CHAIN LINK FENCE	* - SLW		2007	1980.0
ASP1	ASPHALT 1	* - SLW		2007	17947.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	4.8500	211266.00	0.00	0.00	$212,673	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	$21,624	$212,673	0	234,297	$0	$234,297
2021	$22,054	$212,673	0	234,727	$0	$234,727
2020	$23,786	$212,673	0	236,459	$0	$236,459
2019	$38,046	$133,118	0	171,164	$0	$171,164
2018	$40,861	$133,118	0	173,979	$0	$173,979
2017	$42,162	$133,118	0	175,280	$0	$175,280
2016	$14,211	$13,312	0	27,523	$0	$27,523
2015	$14,211	$13,312	0	27,523	$0	$27,523
2014	$14,211	$13,312	0	27,523	$0	$27,523
2013	$14,211	$13,312	0	27,523	$0	$27,523
2012	$14,211	$13,312	0	27,523	$0	$27,523
2011	$14,211	$13,312	0	27,523	$0	$27,523
2010	$14,211	$13,312	0	27,523	$0	$27,523
2009	$14,211	$13,312	0	27,523	$0	$27,523
2008	$14,211	$13,312	0	27,523	$0	$27,523

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/3/1988	CONV	CONVERSION	DREFKE & DREFKE	CITY OF PHARR	2553	386	
2		CONV	CONVERSION	FABIAN C L	DREFKE & DREFKE	2405	81	
3		CONV	CONVERSION	ST MARK UNITED METHODIST CHURCH	FABIAN C L	2175	917	

HIGHEST & BEST USE

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improvement property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value. This is further defined as: "Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements." The Dictionary of Real Estate Appraisal. 7TH Edition Chicago: Appraisal Institute 2021.

Legally Permissible

The subject property is located within the City Limits of Pharr, Texas, and is subject to municipal zoning. Currently the subject property is zoned Single-Family Residential District. Therefore, it is legally permissible to continue utilizing the subject as City of Pharr community dump site.

Physically Possible

The subject site area is sufficient for future development for a residential development. The part to be acquired as an easement will not affect any future development of the remainder tract.

Financially Feasible

The property is located in southern Pharr, Texas, and is surrounded by single-family and multi-family developments; therefore, the most financially feasible use would be for a residential use.

Maximally Productive

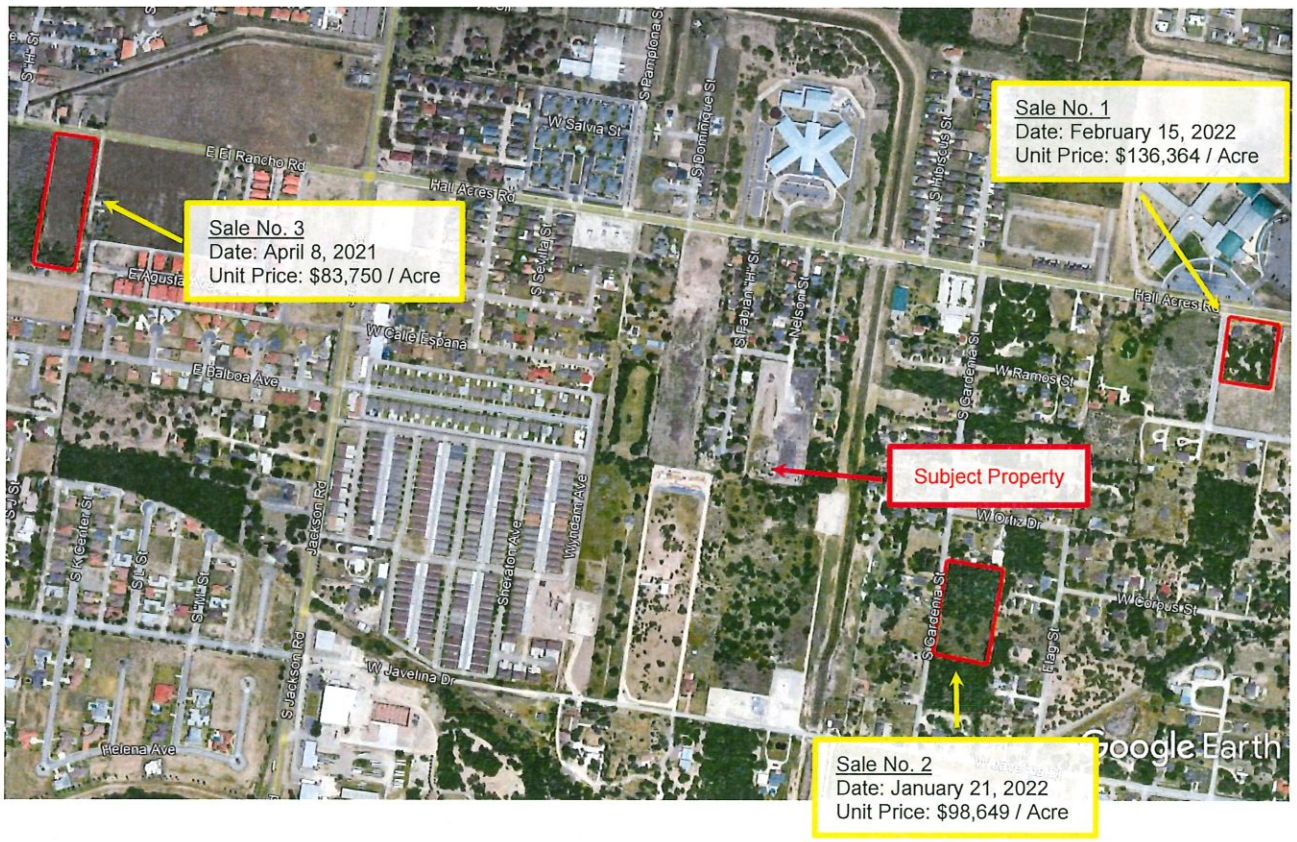
Based on the existing dimensions, location, access, and available utilities the maximally productive use would be for a residential use.

CONCLUSION

The highest and best use is determined to be for a residential use.

COMPARABLE LAND SALES

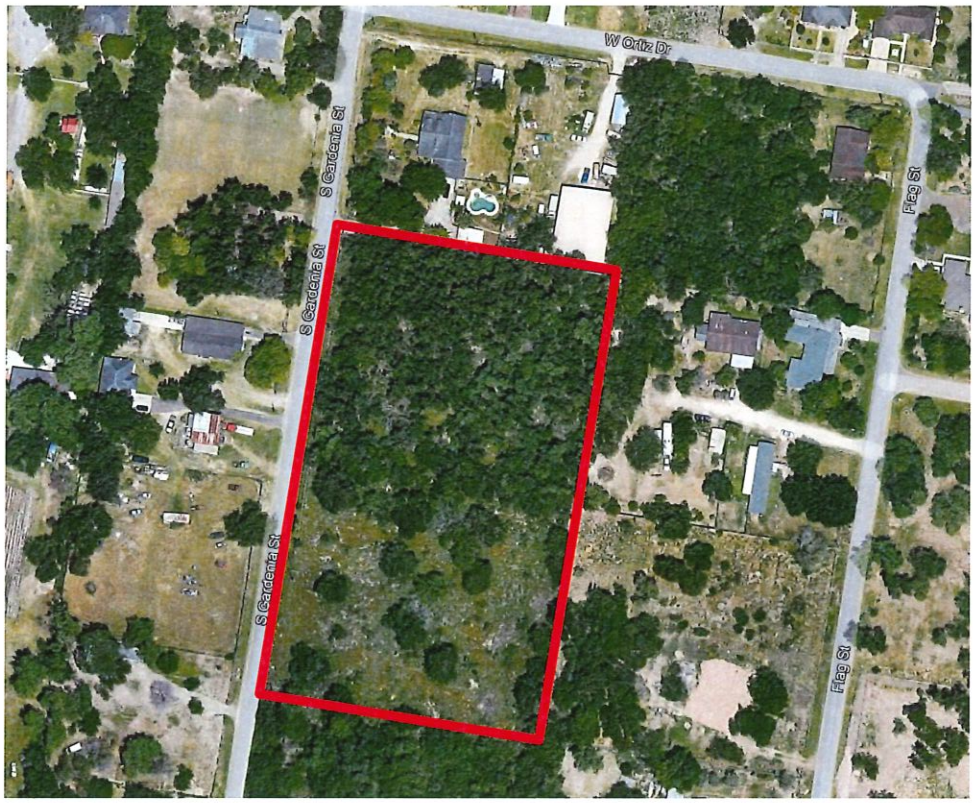
During the analysis of the subject property, the value was determined utilizing the direct sales comparison approach to land value "as vacant". The sales comparison approach utilizes land sales with similar highest and best uses in similar markets as the subject. This is performed in order to derive the valuation of the pro-rata part of the whole property to be acquired. Each sale was research through various sources, including but not limited to, the local Multiple Listing Service (MLS), Hidalgo County Deed Records, Hidalgo County Appraisal District, Realtors, Real Estate Appraisers, and conversations with various property owners along the project.



LAND SALE No. 1

Use	Residential
Address	511 West Hall Acres Road, Pharr, Texas
CAD ID	S3575-02-000-0011-00
Grantor	Land Procurement Partners, LLC
Grantee	Daniel Martinez & Ericka Martinez
Sale Date	February 15, 2022
Verification	MLS: A358551S / Deed: 3311537 / Agent: Laura Liza Paz-NAI Rio Grande Valley
Gross Land	2.20 Acres (95,760 SF)
Sale Price	$300,000
Unit Sales Price	$136,364 / Acre ($3.13 / SF)
Utilities	Water / Sewer
Legal	Lot 11, Sing's No. 2 Subdivision, Hidalgo County, Texas

LAND SALE No. 2



Use	Vacant - Residential
Address	3001 South Gardenia Street, Pharr, Texas
CAD ID	S3575-00-000-0013-00
Grantor	Eduardo Belmares
Grantee	Juan Benitez Jr.
Sale Date	1-21-2022
Verification	MLS: A368941S / Deed: 3304787 / Agent: Gustavo Figueroa-Re/Max RGV
Gross Land	3.70 Acres (161,042 SF)
Sale Price	$365,000
Unit Sales Price	$98,648 / Acre ($2.26 / SF)
Utilities	Water / Sewer
Legal	Lot 13 and 14, Sing's Subdivision, an Addition to the City of Pharr, Hidalgo County, Texas.

LAND SALE No. 3

Use	Vacant - Residential
Address	El Rancho Road, McAllen, Texas
CAD ID	S5950-00-017-0001-08
Grantor	McAllen Victory Ministries Incorporated
Grantee	Victory Ministries of the Rio Grande Valley, Inc.
Sale Date	March 23, 2021
Verification	MLS: A219163S / Deed: 3205282 / Agent: Blake J. Box-Aztec Realty & Investments, LLC
Gross Land	4.00 Acres (173,085 SF)
Sale Price	$335,000
Unit Sales Price	$83,750 / Acre ($1.92 / SF)
Utilities	Water / Sewer
Legal	The West four aces, more or less, of the East five (5) acres of the North 26.69 acres of Lot 1, Block 17, Steele and Pershing Subdivision, Hidalgo County, Texas.

SALES COMPARISON ANALYSIS

	SUBJECT	SALE 1		SALE 2		SALE 3	
SALES DATE		February 15, 2022		January 21, 2022		April 8, 2021	
SALES PRICE		$ 300,000		$ 365,000		$ 335,000	
SIZE OF TRACT	4.850 Acres	2.200 Acres		3.700 Acres		4.000 Acres	
UNIT PRICE		$ 136,364	/ Acre	$ 98,649	/ Acre	$ 83,750	/ Acre
SALES ADJUSTMENTS							
FINANCING	Conventional	Similar	0%	Similar	0%	Similar	0%
CONDITIONS OF SALE	Arm's Length	Similar	0%	Similar	0%	Similar	0%
TIME / MARKETING COND.	Average	Similar	0%	Similar	0%	Similar	0%
PROPERTY RIGHTS	Fee Simple Estate	Similar	0%	Similar	0%	Similar	0%
SUBTOTAL		$ 136,364	/ Acre	$ 98,649	/ Acre	$ 83,750	/ Acre
LOCATION	Average	Superior	-15%	Similar	0%	Inferior	10%
TOPOGRAPHY	Level	Similar	0%	Similar	0%	Similar	0%
IMPROVEMENTS	No Contributory Improvements	Similar	0%	Similar	0%	Similar	0%
UTILITIES	Water / Sewer	Similar	0%	Similar	0%	Similar	0%
SITE UTILITY	Average	Similar	0%	Similar	0%	Similar	0%
FRONTAGE	Nelson Street & Medina Street	Hall Acres Road	0%	Gardenia Street	0%	El Rancho Road	0%
LAND SIZE	4.850 Acre	2.200 Acre	-10%	3.700 Acre	0%	4.000 Acre	0%
TOTAL ADJUSTMENTS		$ (34,091)	-25%	$ -	0%	$ 8,375	10%
ADJUSTED UNIT RATES		$ 102,273	/ Acre	$ 98,649	/ Acre	$ 92,125	/ Acre

SELECTED FEE SIMPLE UNIT RATE	$ 100,000 / Acre
SELECTED EASEMENT UNIT RATE (25%)	$ 25,000 / Acre

ELEMENTS OF COMPARISON

Financing Terms
All sales were purchased with conventional financing or the cash equivalent at the time of sale; therefore, no adjustments are necessary.

Property Rights
All sales were purchased under a fee simple estate. Therefore, no adjustments are necessary.

Condition of Sale
All sales are indicated to be arm's length transactions between willing and knowledgeable buyers and sellers. Therefore, no adjustments are necessary.

Time / Marketing Conditions
Time adjustments, in this market, are usually quantitative (dollar or percentage of value) adjustments, not qualitative adjustments. No adjustment for time / marketing conditions was indicated.

Location
Sales No. 1 indicated a downward adjustment of -15%, due to the superior location on Hall Acres Road. Sale No. 3 is located on the south side of El Rancho Road which has less development in the area and indicated an upward adjustment of +10%.

Topography
No adjustment for topography was indicated.

Improvement
No adjustment for improvements were indicated as all three (3) sales were unimproved.

Utilities
All sales have access to water but not to sanitary sewer; therefore, no adjustment is required.

Site Utility
No adjustment for site utility was indicated.

Frontage
No adjustment for frontage was indicated.

Size
Based on paired sales analysis, a size adjustment of +/-10% for each doubling in land area was indicated.

Reconciliation
Based on the sales selected a range of unit values from $92,125 per acre to $102,273 per acre was determined after adjustments were made to each sale. Upon completion of the adjusted range of unit value, the appraiser selects the most applicable comparables in the range to determine the market value of the subject property, which was determined to be $100,000 per acre. This unit rate shall be applied to the part to be acquired with a 75% (25% of market value) adjustment for the acquisition being purchased as an easement for an underground piped drainage line. Therefore, a unit rate of $25,000 per acre is applied to the proposed easement area.

PARENT TRACT / WHOLE PROPERTY ANALYSIS

The value for the subject property as a whole and/or economic unit was determined utilizing the sales comparison approach. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market were searched for comparable land sales that are most similar to the subject property. Each of these sales utilized was indicated to be indicative of the market for the subject and therefore is reliable for the determination of the unit value of the tract of land. These sales were verified through various sources of which include the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and/or Grantees, Appraisers and local Realtors. The land comparables were reviewed for similarity on several factors including but not limited to financing terms, market conditions, available utilities, zoning, road access, site utility and size of tract. Each of these tracts sold under similar highest and best use as the subject property.

WHOLE PROPERTY	AREA		UNIT RATE		APPRAISED VALUE
Land Area	4.850	Acre	$ 100,000	/ Acre	$ 485,000
Improvements (Chain Link Fencing)	1,965	LF	$ 28.50	/ LF	$ 56,003
TOTAL	**4.850**	**Acre**			**$ 541,003**

PROPOSED EASEMENT ANALYSIS

The part to be acquired consists of a Drainage Easement for the construction and operation of a new underground piped drainage line to allow for positive drainage in the immediate area. Total land area is approximately 0.151-acres. The easement is located along the southern side of the subject property. The part to be acquired does not constitute an economic unit upon itself and therefore for shall be valued as a pro-rata part of the whole. The owner of record of the property shall retain fee ownership of the property with the encumbrance of this drainage easement. The easement land area shall be limited in use by the fee owner as described by easement language to be provided by Hidalgo County Drainage District No. 1.

PART TO BE ACQUIRED	AREA		UNIT RATE		APPRAISED VALUE
Land Area - Easement	0.151	Acre	$ 25,000	/ Acre	$ 3,775
Improvements (Chain Link Fencing)	40	LF	$ 28.50	/ LF	$ 1,140
TOTAL	**0.151**	**Acre**			**$ 4,915**

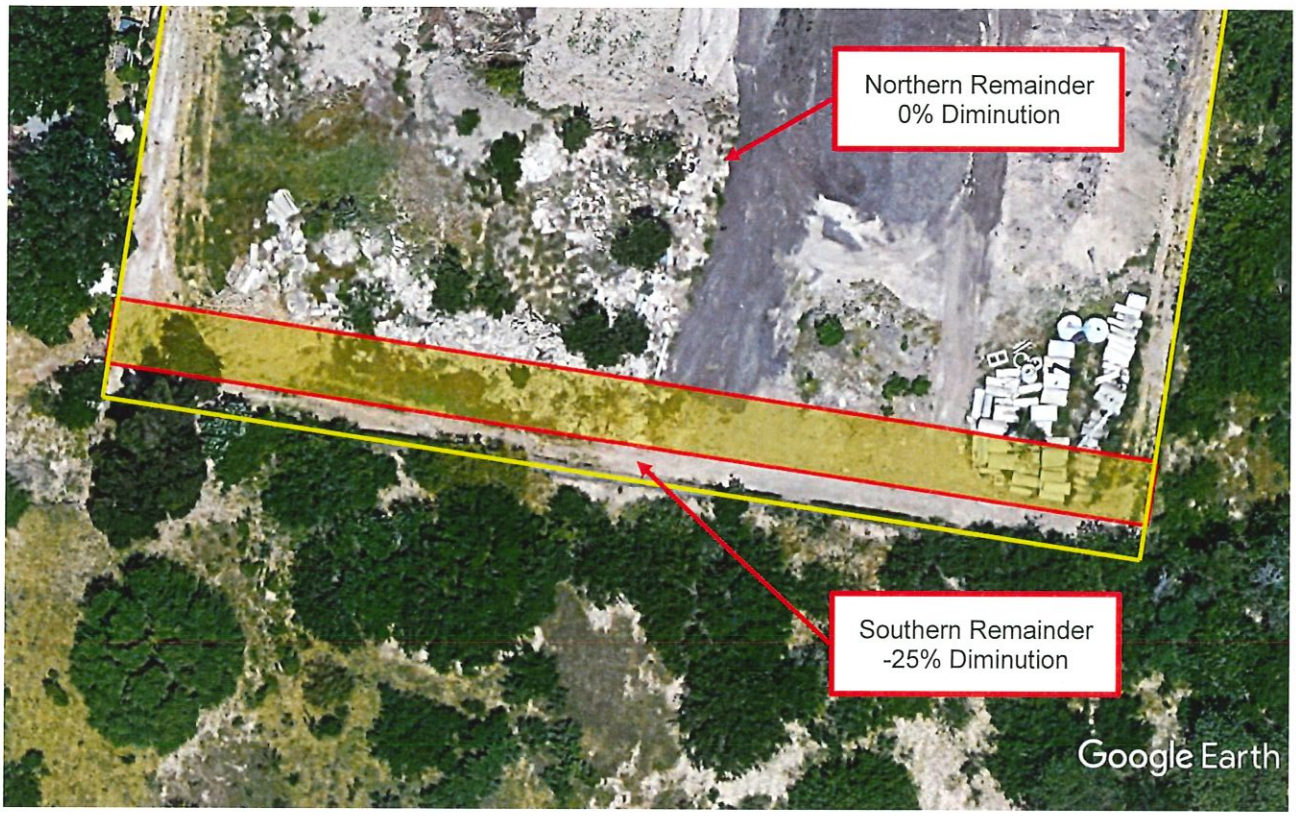
*Image of proposed acquisition is outlined in red, for illustrative use only subject to survey

REMAINDER BEFORE ACQUISITION	AREA		UNIT RATE		APPRAISED VALUE
Land Area - Unencumbered	4.699	Acre	$ 100,000	/ Acre	$ 469,900
Land Area - Encumbered	0.151	Acre	$ 75,000	/ Acre	$ 11,325
Improvements (Chain Link Fencing)	1,925	LF	$ 28.50	/ LF	$ 54,863
TOTAL	**4.850**	**Acre**			**$ 536,088**

REMAINDER AFTER ACQUISITION DIMINUTION	AREA		UNIT RATE		APPRAISED VALUE
Land Area - Northern Unencumbered	4.586	Acre	$ 100,000	/ Acre	$ 458,600
Land Area - Southern Unencumbered (-25%)	0.113	Acre	$ 75,000	/ Acre	$ 8,475
Land Area - Encumbered	0.151	Acre	$ 75,000	/ Acre	$ 11,325
Improvements (Chain Link Fencing)	1,925	LF	$ 28.50	/ LF	$ 54,863
TOTAL	**4.850**	**Acre**			**$ 533,263**

DIMINUTION OF MARKET VALUE		
Remainder Before Acquisition	$	536,088
Less Remainder After Acquisition	$	533,263
TOTAL	**$**	**2,825**

In the remainder after, the subject property will be encumbered and bisected by drainage easement with the easement area being limited or restricted in-use as described by the easement language provided by Hidalgo County Drainage District No. 1. The proposed drainage easement will separate the two unencumbered section in title limiting the southern remainder use and negatively impacting or damage the southern remainder after by -25%.



TOTAL COMPENSATION		
Drainage Easement Valuation	$	4,915
Diminution of Market Value	$	2,825
Cost To Cure	$	-
TOTAL	**$**	**7,740**

The following is a summary of the estimated total compensation for the part to be acquired as of the effective date of the report. Based on the overall analysis of the part to be acquired and remainder after, a total compensation of $7,740, is indicated for the proposed drainage easement.

CERTIFICATION OF APPRAISAL

I, Leonel Garza III, certify that, to the best of my knowledge and belief;

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the property that is the subject of this report.

Thomas M. Davis, State Certified General Real Estate Appraiser and Miguel Martinez, State Certified Appraiser Trainee with Leonel Garza Jr. & Associates, LLC, provided significant professional assistance in the preparation of this report, not limited to a physical inspection, taking of photographs of the subject property and value analysis.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

The Office of Leonel Garza Jr. & Associates LLC has performed an appraisal on the subject property within the last (3) three years.

Leonel Garza III
General Real Estate Appraiser
TX – 1328375-G

ASSUMPTIONS & LIMITING CONDITIONS

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

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws, unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass, unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Any sketch the property included in the body of this report is for illustrative purposes only and should not be considered to be scaled accurately as this is utilized for demonstrative purposes only in order to have the reader understand the scope of the assignment as stated in the report. Any survey provided by the client shall be utilized as the official indicator of land area to be acquired throughout the body of the report.

The appraisers accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.

No part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.

Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.

Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

The analyses contained in this report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

The appraisers have not been provided with any evidence or documentation as to the presence or location of any floodplain areas and/or wetlands. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal

Possession of this report, or a copy thereof, does not carry with it the right of publication. Any and all further copies of said report must be requested to the client. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question, unless arrangements have been previously made.

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

This appraiser made a site inspection of the subject property, and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall assume that no environmental concern exists and shall

be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza Jr. & Associates LLC, reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment.

There appears to be no adverse easements or encroachments negatively impacting the subject property valuation.

It is acknowledged that the Leonel Garza III, of Leonel Garza Jr. & Associates LLC has not appraised the subject property within the past 3 years.

GARZA
& ASSOCIATES
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Office 956-687-7295 / leonel3@garza-associates.com

Leonel Garza Jr. & Associates LLC

Appraisal Services

Company

Leonel Garza, Jr.& Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of-Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With accounts throughout South Texas including the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, national franchises, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties and specialty type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support. Clients include the Texas Department of Transportation (TxDOT), Texas Attorney General Office Real Estate Division, Hidalgo County Drainage District No. 2, Hidalgo County Regional Mobility Authority (HCRMA), American Electric & Power (AEP), Hidalgo County Precinct No. 2, Hidalgo County Precinct No. 3, Hidalgo County Precinct No. 4 and United Irrigation District.

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Leonel Garza III

President of Leonel Garza, Jr.& Associates, LLC
State Certified General Real Estate Appraiser

Texas A&M University, College Station, Texas

Bachelor of Science Degree, 1995

Texas Appraiser Licensing and Certification Board

Certified General Real Estate Appraiser
TX 1328375 G

Texas Department of Licensing and Regulation

State Certified Property Tax Consultant
TX 00003181

TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Leonel Garza III**
License #: **TX 1328375 G** License Expires: **12/31/2022**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

Professional Organizations & Public Service

Appraisal Institute
Practicing Affiliate #303542

The Appraisal Institute is a global professional association of real estate appraisers, with nearly 20,000 professionals in almost 60 countries throughout the world. Its mission is to advance professionalism and ethics, global standards, methodologies, and practices through the professional development of property economics worldwide. (www.appraisalinstitute.org).

National Association of Appraiser
Member No. 35238711
www.naappraisers.org

International Right of Way Association (IRWA)
Associate Member 7899430

The International Right of Way Association is a professional member organization comprised of global infrastructure real estate practitioners. IRWA has served professionals who acquire, manage and transfer the land rights needed for building and maintaining energy and transportation infrastructure. Recognized for their high ethical standards, commitment to integrity and professional excellence, IRWA's nearly 10,000 members hail from over 15 countries around the world. They are united by their profession and their commitment to pursuing training and professional development through courses, chapter meetings, seminars and the annual education conference. (www.IRWA.com)

Hidalgo County Subdivision Advisory Board
Chairman of the Board

This county board on subdivision review's primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or

Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. Appointed to the board since May 1999.

Hidalgo County Building Line of Adjustments
Chairman of the Board

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into setbacks, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction. Appointed to the board since January 2005.

McAllen Planning and Zoning Board
Former Member & Chairman

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development. Member of board from February 8, 2010 to January 28, 2016.

McAllen Traffic Commission Board
Former Member & Vice Chairman

Makes recommendations to the City Commission to reduce and eliminate traffic congestion and flow throughout the City. Member of board from April 14, 2008 to June 24, 2014.

McAllen Zoning Board of Adjustments and Appeals
Former Member & Chairman

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings. Member of board from February 2002 to February 2008.

McAllen Ambulance Advisory Committee
Former Member & Vice Chairman

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals
Former Member

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants. Board member from January 28, 2002 to December 31, 2003.

THE STATE OF TEXAS

LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.

PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS • JANUARY 2022

CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.
  - If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Right's addendum.
  - The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
  - The initial written offer must include:
    - a copy of the Landowner's Bill of Rights and addendum (if applicable);
    - either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
    - the conveyance instrument (such as an easement or deed); and
    - the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
  - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
    - compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
    - copies of the conveyance instrument; and
    - the Landowner's Bill of Rights.
- Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

HOW DOES THE LEGAL CONDEMNATION PROCESS START?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

SPECIAL COMMISSIONERS' HEARING AND AWARD

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.

WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

WHO CAN BE A SPECIAL COMMISSIONER?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

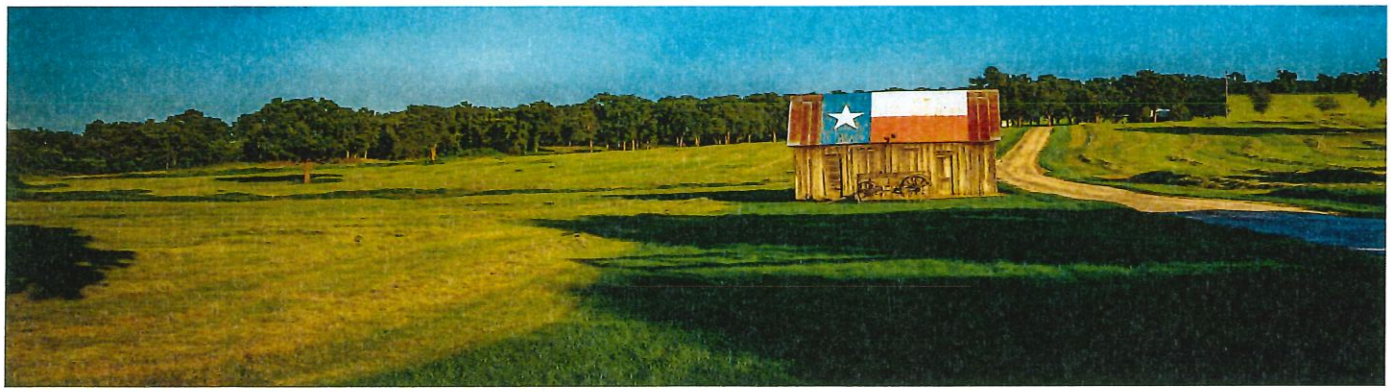
If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the right to a trial and can elect whether to have the case decided by a judge or jury.

WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- the public use for which the property was acquired is canceled before that property is put to that use,
- no actual progress is made toward the public use within 10 years, or
- the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

ADDENDUM A:

Required Terms for an Instrument Conveying a Pipeline Right-of-Way Easement or an Easement Related to Pipeline Appurtenances[1]

(1) The maximum number of pipelines that may be installed in the right-of-way acquired through this instrument is _____.

(2) The types of pipeline appurtenances that are authorized to be installed under this instrument for pipeline-related appurtenances, such as pipes, valves, compressors, pumps, meters, pigging stations, dehydration facilities, electric facilities, communication facilities, and any other appurtenances that may be necessary or desirable in connection with a pipeline, are described as follows: _____.

(3) The maximum diameter, excluding any protective coating or wrapping, of each pipeline to be initially installed under this instrument for a pipeline right-of-way is _____.

(4) For each pipeline to be installed under this instrument, the type or category of substances permitted to be transported through each pipeline is _____.

(5) Any aboveground equipment or facility that Grantee[2] intends to install, maintain, or operate under this instrument on the surface of the pipeline easement is described as follows: _____.

(6) A description or illustration of the location of the easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit _____.

(7) The maximum width of the easement under this instrument is _____.

(8) For each pipeline to be installed under this instrument, the minimum depth at which the pipeline will initially be installed is _____.

(9) The entity installing pipeline(s) under this instrument: (check one)

- ☐ intends to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
- ☐ does not intend to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.

(10) Grantee shall provide written notice to Grantor[3], at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property, if and when Grantee assigns any interest conveyed under this instrument to another entity, provided that this provision does not require notice by Grantee for assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses.

(11) The easement rights conveyed by this instrument are: (check one)

- ☐ exclusive.
- ☐ nonexclusive.

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1 The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

2 "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the pipeline easement.

3 "Grantor" is the property owner from whom the Grantee is acquiring the pipeline easement.

(12) Grantee may not grant to a third party access to the easement area for a purpose that is not related to one of the following: the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument or of pipeline appurtenances to be installed under this instrument.

(13) Grantor: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.

(14) After initial construction and installation of each pipeline installed under this instrument, Grantor: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.

(15) Grantor: (check one)

- ☐ and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____.
- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

(16) With regard to restoring the pipeline easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable and maintaining the easement in a manner consistent with the purposes for which the easement is to be used under this instrument: (check one)

- ☐ Grantee will be responsible for the restoration.
- ☐ Grantee will reimburse Grantor for monetary damages that arise from damage to the pipeline easement area or the Grantor's remaining property, if any, caused by the Grantee and not restored or paid for as part of the consideration for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the pipeline easement area or the Grantor's remaining property.

(17) Grantee's rights of ingress, egress, entry, and access on, to, over, and across Grantor's property under this instrument are described as follows: _____.

(18) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(19) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

ADDENDUM B:

Required Terms for an Instrument Conveying an Electric Transmission Line Right-of-Way Easement[4]

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee[5] under this instrument are generally described as follows: _____.

(2) A description or illustration of the location of the electric transmission line right-of-way easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit _____.

(3) The maximum width of the electric transmission line right-of-way easement acquired by this instrument is _____.

(4) Grantee will access the electric transmission line right-of-way easement acquired under this instrument in the following manner: _____.

(5) Grantee may not grant to a third party access to the electric transmission line right-of-way easement area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric and appurtenant facilities installed under this instrument.

(6) Grantor[6]: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement, if any.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement.

(7) Grantor: (check one)

- ☐ and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____
- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

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4 The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

5 "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the electric transmission line right-of-way easement.

6 "Grantor" is the property owner from whom the Grantee is acquiring the electric transmission line right-of-way easement.

(8) Grantee shall restore the easement area and Grantor's remaining property to their original contours and grades, to the extent reasonably practicable, unless Grantee's safety or operational needs and the electric facilities located on the easement would be impaired. With regard to restoring the electric transmission line right-of-way easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable following future damages, if any, directly attributed to Grantee's use of the easement: (check one)

- ☐ Grantee will be responsible for the restoration, unless the safety or operational needs of Grantee and the electric facilities would be impaired.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes future damages, if any, caused by Grantee to the easement area or the Grantor's remaining property.

(9) The easement rights acquired under this instrument are: (check one)

- ☐ exclusive.
- ☐ nonexclusive.
- ☐ otherwise limited under the terms of the instrument as follows: _____.

(10) Grantee may not assign Grantee's interest in the property rights acquired under this instrument to an assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to Grantor at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property.

(11) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(12) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

ADDENDUM C:

Optional Terms for an Instrument Conveying a Pipeline Right-of-Way Easement, an Easement Related to Pipeline Appurtenances, or an Electric Transmission Line Right-of-Way Easement[7]

(1) With regard to the specific vegetation described as follows: _____, Grantor[8]: (check one):

- ☐ may recover from Grantee[9] payment for monetary damages, if any, caused by Grantee to the vegetation.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the vegetation.

(2) With regard to income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments caused by Grantee's use of the easement acquired under this instrument, Grantor: (check one)

- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to Grantor's income.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to Grantor's income.

(3) Grantee shall maintain commercial liability insurance or self-insurance at all times, including during Grantee's construction and operations on the easement, while Grantee uses the easement acquired under this instrument. The insurance must insure Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of Grantee or Grantee's agents or contractors and to the extent allowed by law. If Grantee maintains commercial liability insurance, it must be issued by an insurer authorized to issue liability insurance in the State of Texas.

(4) If Grantee is subject to the electric transmission cost-of-service rate jurisdiction of the Public Utility Commission of Texas or has a net worth of at least $25 million, Grantee shall maintain commercial liability insurance or self-insurance at levels approved by the Public Utility Commission of Texas in the entity's most recent transmission cost-of-service base rate proceeding.

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7 Pursuant to Section 21.0114(d) of the Texas Property Code, in addition to the terms set forth in Addenda A and B, a property owner may negotiate for the inclusion of the terms in this Addendum in any instrument conveying an easement to a private entity, as defined by Section 21.0114(a) of the Texas Property Code. The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

8 "Grantor" is the property owner from whom the Grantee is acquiring the pipeline or electric transmission line right-of-way easement.

9 "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the easement.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: September 28, 2022
MEETING DATE: October 3, 2022

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on letter of commitment to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) in support of their application for the Federal Highway Administration's (FHWA) Reconnecting Communities Pilot Program for the Business 83 corridor Study. **This item supports IF - Infrastructure**.

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

Issue: The RGVMPO is applying for a planning grant under the Reconnecting Communities Pilot (RCP) Grant Program for the Business 83 corridor. By approving this letter of commitment, the city of Pharr will become one of the 10 entities to form part of this regional study that will identify opportunities to improve mobility along this corridor. Utilizing this study, the RGVMPO and the City of Pharr can later apply for a Construction Grant under the same program to perform the identified proposed improvements.

Fiscal Consideration: The RGVMPO is applying for $200,000 in planning funds and the application requires a twenty percent (20%) local match. The RGVMPO divided the local match between the participating Entities located along the corridor(s) evenly. Between the ten (10) participating Entities, the RGVMPO is looking to divide the twenty percent (20%) local match evenly amounting to two percent (2%) per entity. For that reason, the RGVMPO is asking from the City of Pharr two percent (2%) of the Twenty percent (20%) local match, which would not exceed $4,000; if awarded the $200,000 Action Plan Grant. No payment is necessary at this time.

Staff Recommendation: Staff recommends approval.

Alternatives: Reject Commitment and be excluded from the regional plan study.

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

ROUTING:

Ruben Alfaro	Created/Initiated - 9/28/2022
Karla Saavedra	Approved - 9/30/2022
Patricia Rigney	Approved - 9/30/2022

City Management Office Final Approval - 9/30/2022

Letter of Commitment

Between
The City of Pharr
And
The Rio Grande Valley Metropolitan Planning Organization

This Letter of Commitment sets forth the terms and understanding between the City of Pharr and the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) to define their participation in the Reconnecting Communities Pilot Program planning grant application.

Background

The Rio Grande Valley Metropolitan Planning Organization is applying for a planning grant under the Bipartisan Infrastructure Law's Reconnecting Communities Pilot Program. This letter of commitment allows the RGVMPO to develop a multijurisdictional East West corridor study that will identify opportunities to improve mobility, enhance economic development, and ensure the safety of all roadway users. This will be done by looking at retrofitting existing infrastructure along parallel corridors to the Interstate system.

Using innovative practices and technology, the RGVMPO plans to assemble an Infrastructure Bill Grants Subcommittee comprised of the RGVMPO's planning partners to assist in the development of the planning grant. This Subcommittee will also, assist in the development of a Comprehensive Safety Action plan, if awarded funding under the Safe Streets and Roads for All Program. Both plans will go hand in hand with ensuring the safety of travelers while providing safer transportation alternatives.

Purpose and Tasks

This letter of commitment is directed to assure the participation of the City of Pharr included as one of the ten sources of the twenty percent (20%) local match required for the RGVMPO to submit their application. With the assistance from the City of Pharr, the RGMPO will:

- Invite city or county staff which will comprise members of the Infrastructure Bill Grant's Subcommittee
- Develop a planning grant which covers the Metropolitan Area Boundary over the Counties of Cameron and Hidalgo
- Share the completed plan and data, with the City of Pharr
- Utilize this planning grant to apply for a construction grant in a future funding round of the IIJA or Bipartisan Infrastructure Bill.

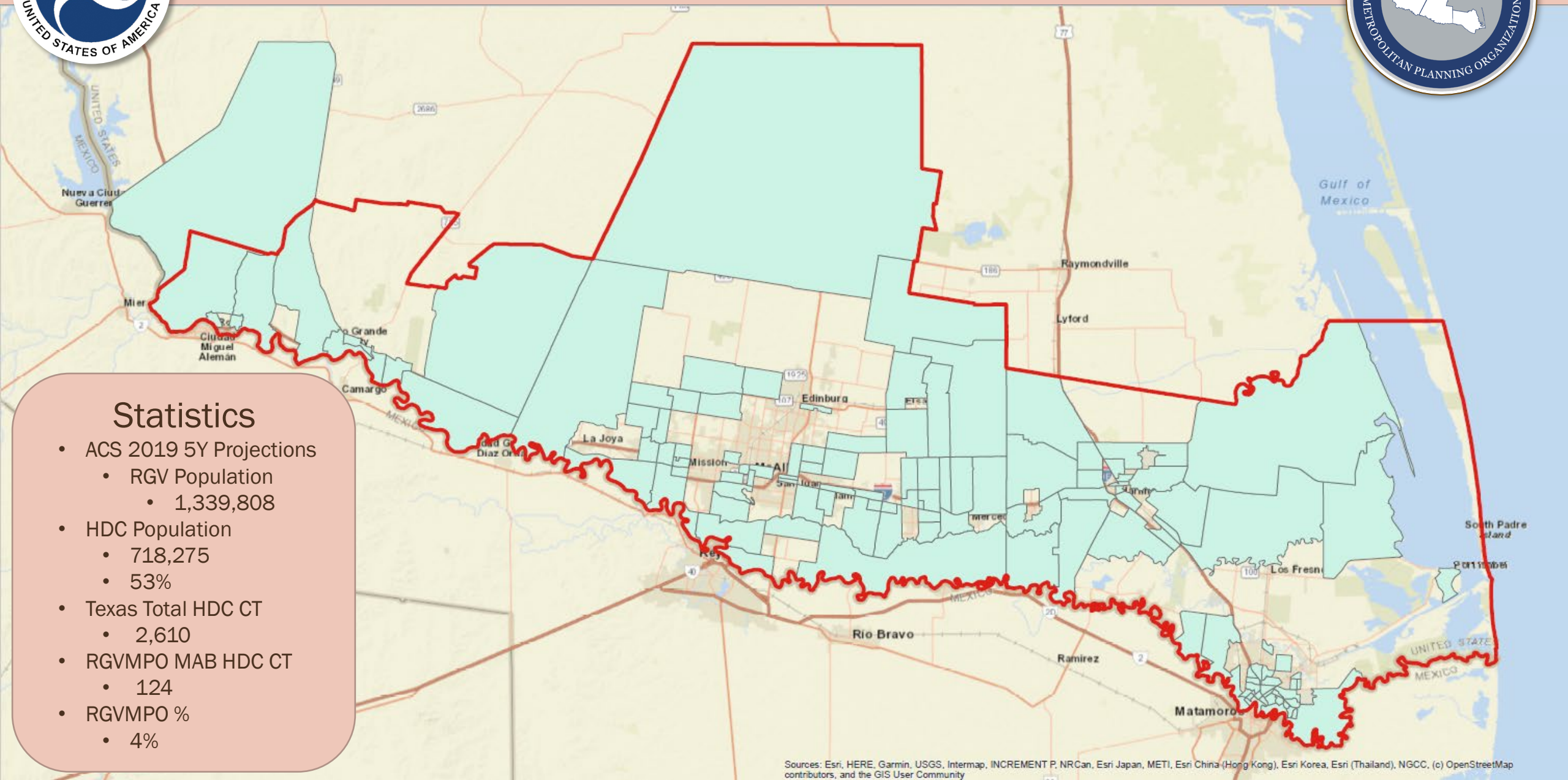
Funding

The RGVMPO is applying for $200,000 and the application requires a twenty percent (20%) local match. The RGVMPO divided the local match between the participating Entities located along the corridor(s) evenly. Between the ten (10) participating Entities, the RGVMPO is looking to divide the twenty percent (20%) local match evenly amounting to two percent (2%) per entity. For that reason, the RGVMPO is asking from the City of Pharr two percent (2%) of the Twenty percent (20%) local match, which would not exceed $4,000; if awarded the $200,000 Action Plan Grant.

Dr. Ambrosio "Amos" Hernandez	Andrew A. Canon
Mayor of Pharr, Texas	RGVMPO Executive Director

RIO GRANDE VALLEY
RGVMPO
EST.
2019
METROPOLITAN PLANNING ORGANIZATION
RCPP

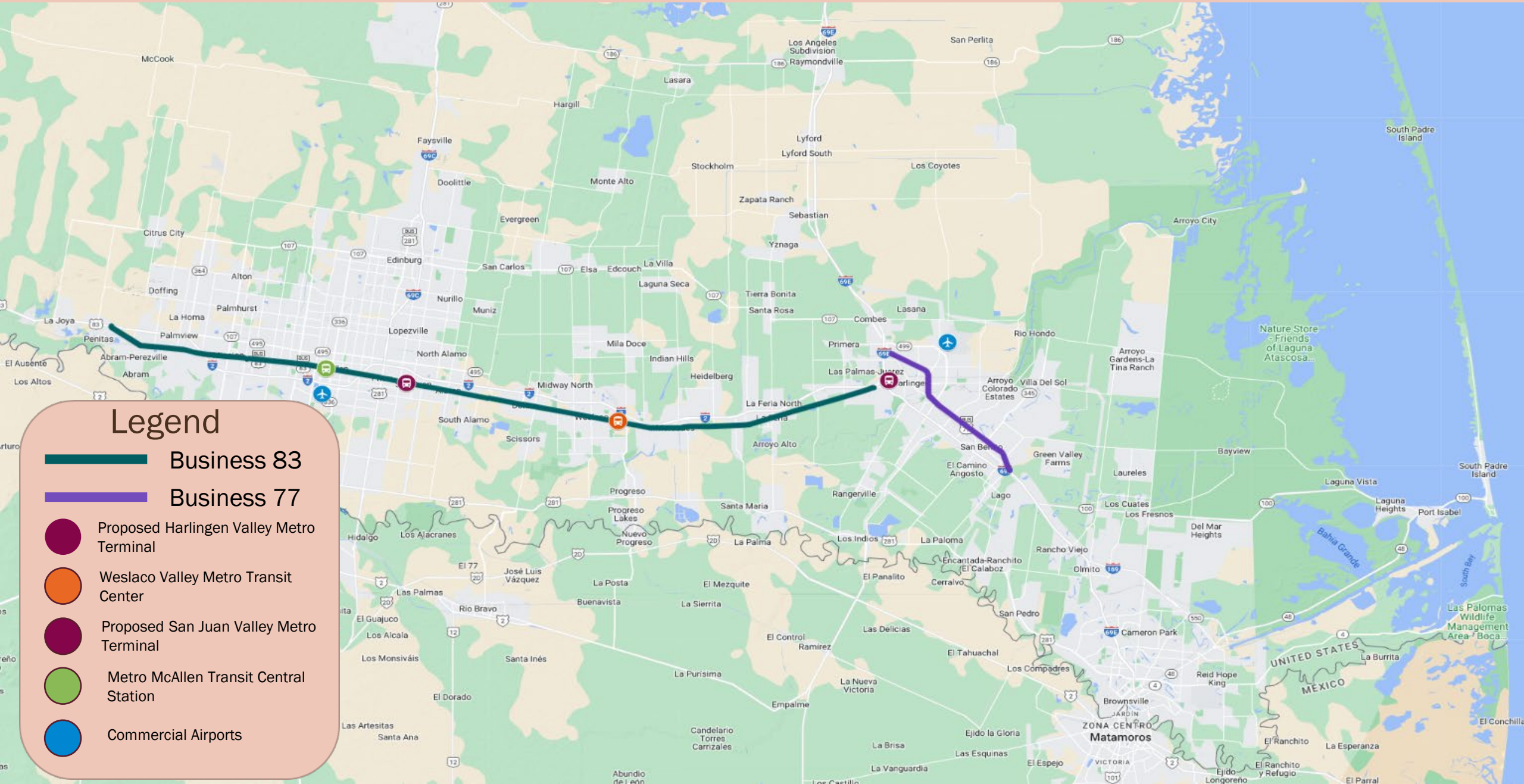
Historically Disadvantaged Communities RGVMPO Metropolitan Area Boundary



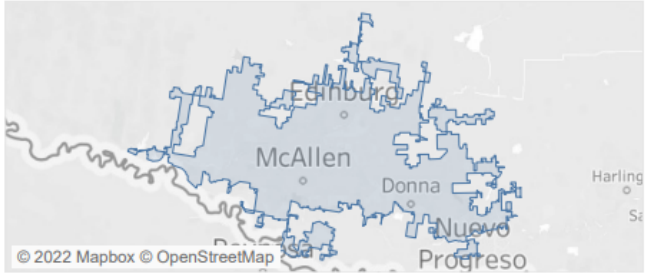
Statistics

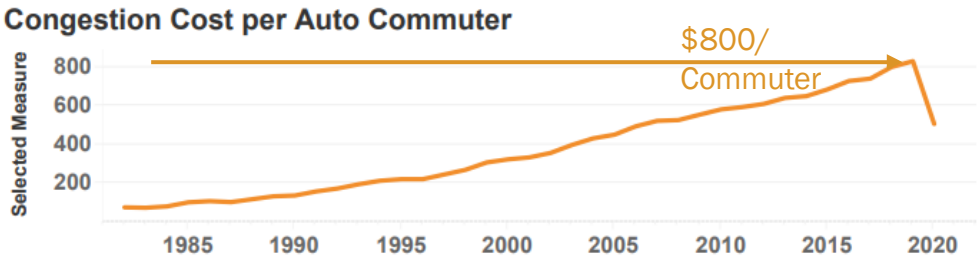
- ACS 2019 5Y Projections
  - RGV Population
    - 1,339,808
- HDC Population
  - 718,275
  - 53%
- Texas Total HDC CT
  - 2,610
- RGVMPO MAB HDC CT
  - 124
- RGVMPO %
  - 4%

RGVMPO Proposed Business 83 & 77 Corridor Study Map – Reconnecting Communities

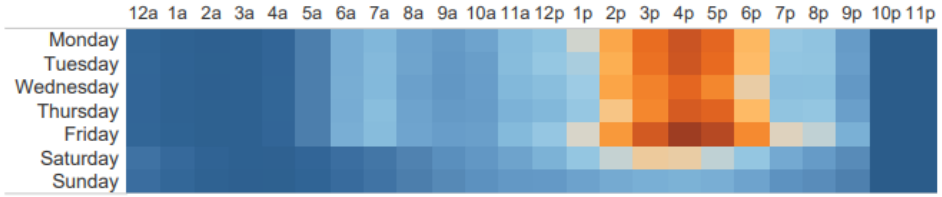


Why TSMO?

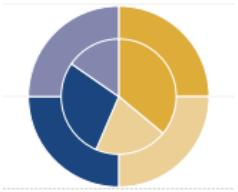




What Time Did Congestion Happen in 2020?



Delay Split



Cost Comparisons

2020 Congestion

Total Annual Delay:	13,202K Hours
Delay Rank:	57
Annual Delay/Commuter:	25 Hours
Delay/Commuter Rank:	61
Congested Weekday Hours:	

Planning Time Index (PTI):	
PTI Rank:*	
Travel Time Index (TTI):	1.12
TTI Rank:	20

Economic

Annual Congestion Cost:	$294M
Annual Congestion Cost Rank:	58.0
Congestion Cost/Commuter:	$506
Congestion Cost/Commuter Rank:	73.0

Cost Components

Value of Time:	$20.17/Hour
Commercial Value of Time:	$55.24/Hour
Avg State Gasoline Cost:	$2.05/Gallon
Avg State Diesel Cost:	$2.51/Gallon

Truck-Based

Annual Truck Delay:	565K Truck Hours
Truck Delay Rank:	66.0
Annual Congestion Cost (Trucks):	$30M
Congestion Cost (Trucks) Rank:	65.0

Wasted Truck Fuel:	1,097K Gallons
Wasted Truck Fuel Rank:	61
Excess CO2 from Trucks:	14K Tons
Excess CO2 from Trucks Rank:*	53

*Rank based on 101 legacy urban areas rather than all 494 urban areas.

Environmental

Excess Fuel Consumed:	5,424K Gallons
Excess Fuel Consumed Rank:	57
Wasted Fuel/Commuter:	8 Gallons
Wasted Fuel/Commuter Rank:	100
Excess CO2 from Congestion:	54K Tons
Excess CO2 from Congestion Rank:*	57

Region includes McAllen, Pharr, Edinburg, and Donna
Source: 2020 Urban Mobility Scorecard, by Texas A&M Transportation Institute and INRIX; TxDOT: https://www.txdot.gov/inside-txdot/media-center/statewide-news/012-2019.html

Funding Availability and Award Amounts

Fiscal Year	2022	2023	2024	2025	2026	TOTAL
Planning	$50M	$50M	$50M	$50M	$50M	**$250M**
Capital	$145M	$148M	$150M	$152M	$155M	**$750M**
Total	**$195M**	**$198M**	**$200M**	**$202M**	**$205M**	**$1000M**

Award Amounts:

- Planning Grants: No more than **$2M**
- Capital Construction Grants: No less than **$5M**

Federal Cost Sharing and Local Match

Award Amounts:

- Planning Grants: No more than **$2M**
- Capital Construction Grants: No less than **$5M**

Cost Sharing: Total Federal Assistance may not exceed 80%.

- **Planning Grants:**
  - Grants may not exceed 80% of the total project cost.
  - Recipients contribute 20% local matching share. There are limited exceptions. FAQ in development.
- **Capital Construction Grants:**
  - Grants may not exceed 50% of total project cost.
  - Applicants may use other Federal assistance up to 80%.
  - Recipients contribute 20% local matching share There is a limited exception. FAQ in development.

Local Match

Matching funds may include non-Federal sources such as:

- State funds originating from programs funded by State revenue.
- Local funds originating from State or local revenue-funded programs.
- Philanthropic funds.
- Private funds.
- In-kind or cash contributions.

DOT Navigator: Understanding Federal Match Requirements

Eligible Lead Applicants

The lead applicant is the entity that submits the application.

Planning Grants

- States
- Units of local government
- Federally recognized Tribal governments
- MPOs
- Nonprofit organizations

Transit agencies can be eligible to submit the application according to above criteria.

Capital Construction Grants

- Owner of the eligible transportation facility.
- Eligible applicants to Planning Grants may submit the application, as long as the owner of the eligible transportation facility is a joint applicant, with evidence of endorsing the application.

DOT encourages partnerships, See also Merit Criterion #3 - Community-based Stewardship, Management, and Partnerships

Examples of Barriers Created by Transportation Facilities

Eligible facilities are defined as "*transportation facilities* ***that create barriers to community connectivity***" due to high speeds, grade separations, or other design factors. This includes barriers to mobility, access, or economic development.

Examples of transportation facilities *creating* barriers may include:

- The facility's volume of traffic, high speeds, or design creates unsafe conditions or impossible to cross.
- Facility reduces access to everyday destinations.
- Grade separations, i.e., the facility is a structure that is above ground or below ground, creating a physical barrier.
- Facility is missing sidewalks or pedestrian crossings, creating a barrier for some users.
- Due to poor design, i.e., lack of resilience features, facility is frequently unusable after severe weather events.

To be eligible, inadequate infrastructure must be linked to a transportation facility that creates a barrier. These issues, while very important, are examples of weak candidates for the RCP program on their own:

- Sparse road or trail network.
- Facility does not extend far enough.
- Infrequent transit service.

Application narrative should describe how the transportation facility creates a barrier. See Merit Criteria, Section E.

Eligible Activities: Planning Grants

- Public engagement activities, including community visioning or other place-based strategies.
- Planning studies to assess the feasibility of removing, retrofitting, or mitigating an existing facility to reconnect communities, including assessments of:
  - Current traffic patterns.
  - Capacity of existing transportation networks to maintain mobility needs.
  - Alternative roadway designs or uses for the right-of-way.
  - Impact on mobility of freight and people.
  - Impact on safety.
  - Cost to restore community connectivity and to convert the facility to a different design, compared to expected maintenance or reconstruction costs.
  - Anticipated economic impact and development opportunities.
  - Environmental, public health, and community impacts.

Examples of Reconnecting Solutions

Planning grants and Capital Construction grants will address: removing, retrofitting, mitigating, or replacing an existing, eligible facility to reconnect communities

Examples of removing, retrofitting, mitigating or replacing an existing, eligible facility may include:

- High-quality public transportation
- Infrastructure removal
- Pedestrian walkways and overpasses
- Capping and lids
- Linear parks and trails
- Roadway redesigns and complete streets conversions
- Main street revitalization
- More!

Questions? Use the Q&A box. Chat will not be monitored for questions.

Other Eligible Planning Activities

- Conceptual and preliminary engineering, or design and planning studies that support the environmental review for a construction project.
- Associated needs such as:
  - Locally-driven land use and zoning reform
  - Transit-oriented development
  - Housing supply
  - Managing gentrification and neighborhood change
  - Proposed project impact mitigation
  - Green and open space
  - Local history and culture
  - Access and mobility barriers
  - Jobs and workforce
  - Other necessary planning activities that do not result in construction

Laura Sandt - PBIC

Merit Criteria: Planning and Capital Construction (Section E)

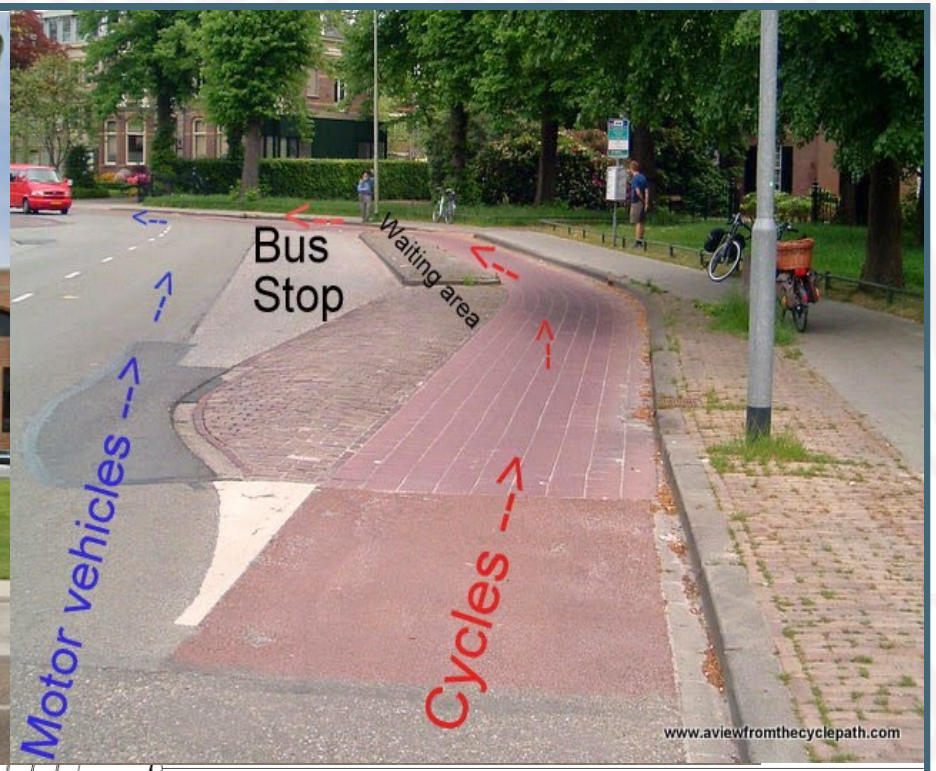
#2 Mobility and Community Connectivity

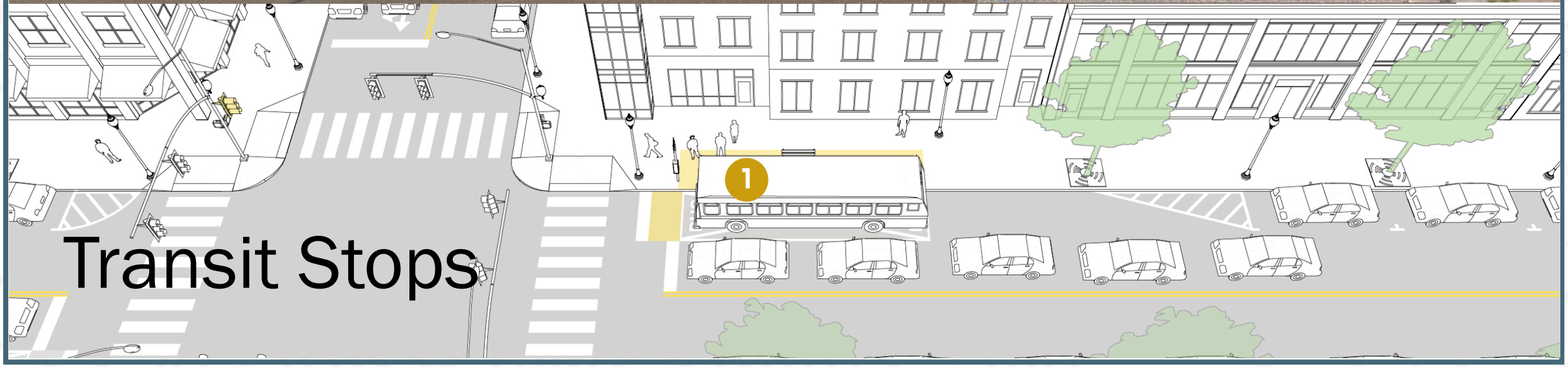
Planning and Construction applications should address:

- How the existing facility presents significant barriers to access, mobility, and economic development.
- Existing feasibility studies.
- New or improved, affordable transportation options to increase safe mobility and connectivity for all.
- Safe accommodation for all users and integration with the surrounding land use and community context including climate, health, economy.
- Facility replacement or significant reconstruction is anticipated.

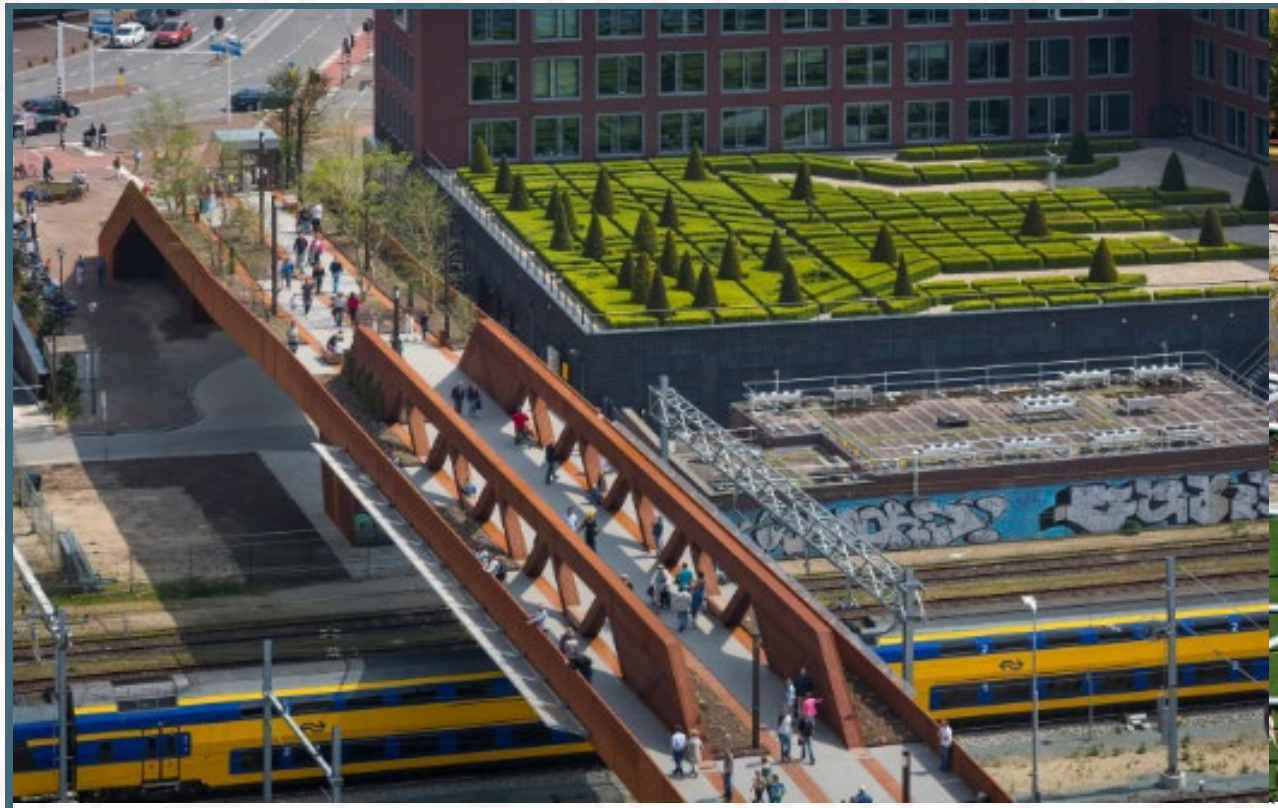
Construction applications should also address:

- Goods movement.





Transit Stops



Pedestrian Bridges

Street Redesign

BRT

Reconnecting Communities Pilot (RCP) Grant Program Fact Sheet

U.S. Department of Transportation

What is this program and its goal?

The Bipartisan Infrastructure Law established the new RCP discretionary grant program, funded with $1 billion over the next 5 years. The purpose of the RCP Program is to reconnect communities by removing, retrofitting, or mitigating transportation facilities, like highways or rail lines, that create barriers to community connectivity, including to mobility, access, or economic development. The program funds planning and capital construction to address infrastructure barriers, reconnect communities, and improve peoples' lives.

What are examples of reconnecting solutions?

Solutions to knit communities back together can include high-quality public transportation, infrastructure removal, pedestrian walkways and overpasses, capping and lids, linear parks and trails, roadway redesigns and complete streets conversions, and main street revitalization.

What types of grants are available for FY 2022?

This year, the RCP Program will provide up to $195 million for two types of grants: Planning Grants and Capital Construction Grants. For more information and to review the Notice of Funding Opportunity, visit the RCP Program website.

Planning Grants - $50M

- Study the removal, retrofit, or mitigation of an existing facility to restore community connectivity,
- Conduct public engagement, and
- Other transportation planning activities.

Capital Construction Grants – $145M

- Carry out a project to remove, retrofit, mitigate, or replace an existing eligible facility with a new facility that reconnects communities.

Who is eligible to apply?

Eligible Facilities are highways or other transportation facilities that create a barrier to community connectivity, including barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors. DOT is taking a broad view of "other transportation facilities," that might include railroads or transit lines.

Eligible Planning Grant applicants are States, units of local government, Tribal governments, Metropolitan Planning Organizations, and non-profit organizations.

Eligible Capital Construction applicants must be 1) the Facility Owner(s) or 2) eligible applicants for a Planning Grant, as long as the Facility Owner is a joint applicant, with evidence of endorsing the application.

The RCP Program welcomes applications from diverse local, Tribal, and regional communities regardless of size, location, and experience administering Federal funding. DOT encourages place-based partnerships headed by a lead applicant

Technical Assistance

Prospective applicants should consult www.transportation.gov/reconnecting for resources, FAQs, webinars, and case studies. A new DOT Navigator provides links to a wide range of existing DOT technical assistance resources.

Grant recipients, with a priority for those serving economically disadvantaged communities, will have access to further technical assistance coordinated through DOT's new partnership with the U.S. Department of Housing and Urban Development (HUD), to implement their projects.

When is the deadline for applications?

Applications must be submitted by 11:59 PM EDT on Thursday, October 13, 2022 via grants.gov.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.
DATE SUBMITTED: September 29, 2022
MEETING DATE: October 3, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on selection of top ranked firms to establish a pool for Construction Material Testing and Geotechnical Engineering Services. **This item supports IF - Infrastructure**.

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

Issue: On August 16, 2022, the City of Pharr received six (6) Statements of Qualifications (SOQs) for Construction Material Testing (CMT) & Geotechnical (GEO) Engineering Services. The SOQs were reviewed and scored by each of the seven (7) staff members on the Evaluation Committee. The scores were averaged, and the overall ranking was established. Firms that averaged a score above 80 points are being recommended for approval.

Once the firms are selected by the City Commission, costs will be negotiated with the firms and a Master Service Agreement will be submitted for approval. The agreement shall be active for a period of two (2) years, with the option to extend the agreement for two additional years in 1-year increments.

While the agreement is active, and at the City's discretion, firms will be selected from the "approved pool" on an "as needed" basis to serve the needs of the projects. (Project# 2122-01-528-S017-663)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends selecting all six (6) ranked firms to be part of a pool of qualified firms to provide Professional Geotechnical Engineering Services and Construction Material Testing. Since all firms ranked above 80 points on average based on the selection committee ranking.

1. Terracon Consultants, Inc.
2. Raba-Kistner, Inc.
3. B2Z Engineering, LLC
4. Millennium Engineers Group
5. L&G Consulting, LLC
6. Professional Service Industries, INC

Alternatives: The City Commission may approve as many or all the firms in order of ranking. If this is not an acceptable option, the City Commission may reject the SOQs and re-advertise.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel	Created/Initiated - 9/29/2022
Ruben Alfaro	Approved - 9/29/2022
Ignacio Amezcua	Approved - 9/29/2022
Patricia Rigney	Approved - 9/30/2022
City Management Office	Final Approval - 9/30/2022

CONSTRUCTION MATERIAL TESTING & GEOTECHNICAL ENGINEERING SERVICES POOL
Tuesday, August 16, 2022
PROJECT #2122-01-528-S017-663

RESPONDENTS		SELECTION COMMITTEE (100 PTS. MAX. EA)									
FIRM NAME	FIRM LOCATION	STAFF #1 ENG	STAFF #2 ENG	STAFF #3 ENG	STAFF #4 ENG	STAFF #5 ENG	STAFF #1 PW	STAFF #1 DS	TOTAL POINTS (500 PTS. MAX.)	POINT AVERAGE	RANK
B2Z ENGINEERING, LLC	MISSION, TX	96	94	78	82	81	90	93	614	88	3
MILLENNIUM ENGINEERS GROUP	EDINBURG, TX	84	98	68	82	83	85	89	589	84	5
L&G CONSULTING, LLC	MERCEDES, TX	87	95	72	74	81	85	96	590	84	4
PROFESSIONAL SERVICE INDUSTRIES, INC	HARLINGEN, TX	85	91	63	65	82	85	90	561	80	6
RABA-KISTNER, INC.	MCALLEN, TX	94	99	77	92	84	90	97	633	90	2
TERRACON CONSULTANTS, INC.	PHARR, TX	100	97	76	91	85	90	98	637	91	1
TOTAL FIRMS	**6**										

SECTION 4 SELECTION PROCESS CONTINUED:

contract will be executed with this firm for the required services. If negotiations are unsuccessful, the City will terminate negotiation efforts formally and will open negotiations with next firm. This process will continue until negotiation efforts are successful. The City Commission decision will be final.

4.2 EVALUATION CRITERIA

Evaluation of consultants will be completed by a selection committee on the basis of the submitted SOQ. The selection committee shall evaluate and numerically score each SOQ in accordance with the criteria and point value listed below. Points for each criterion may be awarded from lowest point value to the highest point value indicated. Failure to provide any item will result in lowest points being awarded for stated criterion.

Criteria	Points
General Quality and Adequacy of Response • Completeness and thoroughness • Understanding of the project • Degree of Interest	**20**
Organization, Personnel, and Experience • Qualifications and experience of individuals who will perform and supervise the work requested by the City • Technical capabilities of the firm • Experience with similar projects • Knowledge and familiarity with City of Pharr and other governmental regulations, codes, guidelines, professional standards and policies • Firm's history of ethics violations or board actions	**30**
Methodology/Project Delivery • Demonstrated timeliness on similar projects • Equipment to provide the anticipated services	**20**
Availability • Capability to meet schedules and deadlines • Current workload and ability to commence requested projects • Ability to work closely with City Staff • Demonstrated commitment to maintaining staff continuity for the project	**20**
References • List of References Provided	**10**
Total	**100**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.
DATE SUBMITTED: September 21, 2022
MEETING DATE: October 3, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend Service Contract with Pavement Markings, Inc. out of Donna, TX for the Installation of Thermoplastic Pavement Markings for Public Works. **This item supports IF - Infrastructure**.

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

Issue: Contract extension with Pavement Markings for the installation of thermoplastic pavement markings for public works for an additional year. (Project# 2021-01-517-C007-126) The new term of the Agreement is from October 1, 2022 to October 1, 2023. (Year 2 of 3)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to extend the service contract for an additional year. This will be the second year extension.

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 9/21/2022
Ignacio Amezcua	Approved - 9/21/2022
Rodrigo Davila	Approved - 9/22/2022
Patricia Rigney	Approved - 9/22/2022
Karla Saavedra	Approved - 9/29/2022
Anali Alanis	Pending - 1/1/1900
City Management Office	

EXTENSION OF AGREEMENT
SERVICE CONTRACT FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS

THIS EXTENSION OF AGREEMENT FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS, made and entered into the _____ day of _____, 20___ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **PAVEMENT MARKINGS, INC.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 7010 N. FM 493 DONNA, TEXAS 78537.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for **THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS** dated, September 20, 2021 by which CONTRACTOR serves to the CITY on an as-needed basis pursuant to Bid numbered; **PROJECT# 2021-01-517-C007-126** and

WHEREAS, the current term expires on October 1, 2022; and

WHEREAS, the Agreement provided that the City reserved the right to extend said contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City is hereby electing to extend the term for one (1) additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term for one (1) additional year from October 1, 2022 to October 1, 2023 The CITY reserves the right to extend for one (1) additional year as provided in the existing Agreement.

IN WITNESS WHEREOF this extension of Agreement for the Installation of Thermoplastic Pavement Markings for Public Works has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20___ by the **CITY** of Pharr.

CITY OF PHARR

By: _____
Anali Alanis, Interim City Manager

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this __ day of _____, 20___ by **PAVEMENT MARKINGS, INC.**

PAVEMENT MARKINGS, INC.

By: _____

_____
Title

_____
Witness

_____
Print Name

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.B.
DATE SUBMITTED: September 14, 2022
MEETING DATE: October 3, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a contract with 3HV Innovations, LLC out of Knoxville, TN for subscription services for TeamPharr.Net operations and workforce management software.**This item supports IF - Infrastructure**.

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

Issue: The City of Pharr TeamPharr.Net needs formal software that specializes in fiber implementation. Some of the modules are warehouse inventory, mobile technician software, install, repair and scheduling module, quality control as well as customer service. This software also interfaces with our existing customer fiber equipment system for better management of customer records. 3HV Innovations, LLC is out of Knoxville, TN.
(PROJECT# 2223-01-518-S007-001)

Fiscal Consideration: $30,311.00

Staff Recommendation: Staff recommend approval.

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Jose Pena	Created/Initiated - 9/14/2022
Ignacio Amezcua	Approved - 9/15/2022
Patricia Rigney	Approved - 9/22/2022
Karla Saavedra	Approved - 9/30/2022
Anali Alanis	New -
City Management Office	

Proposal to:

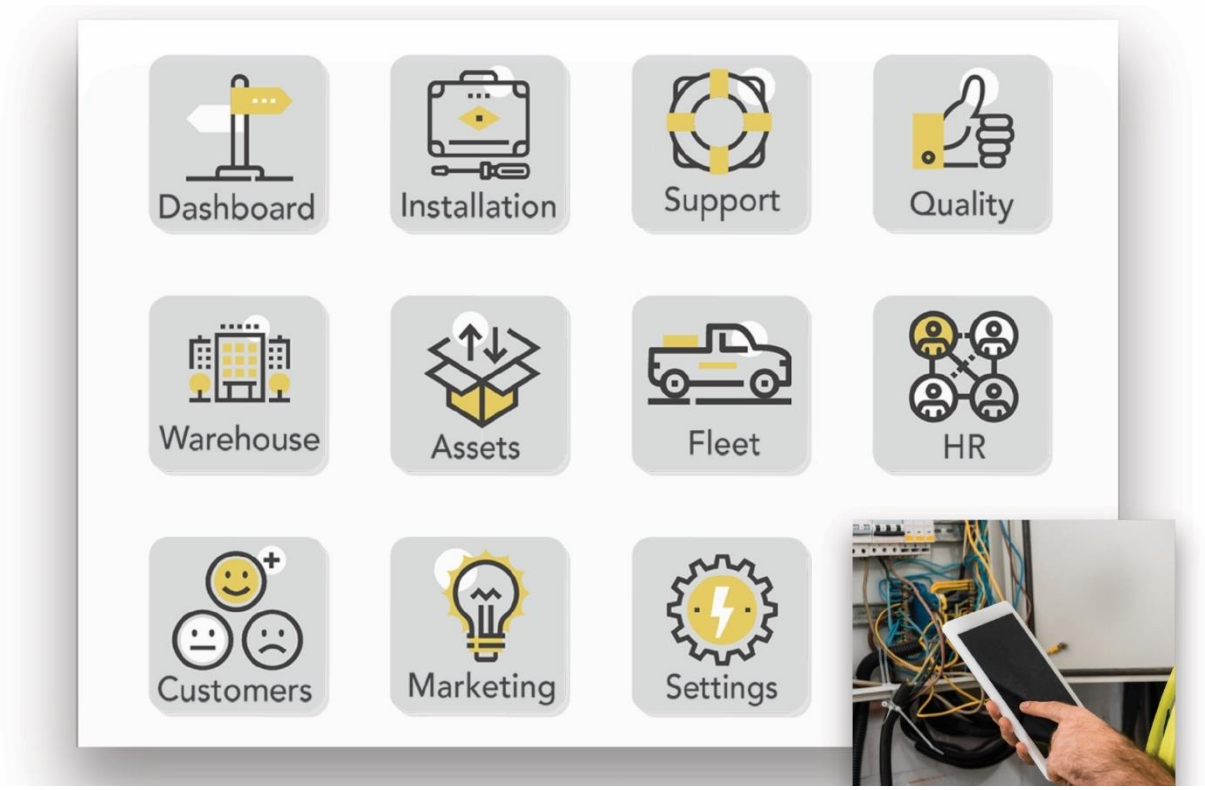
City of Pharr

Operations and Workforce Management Software

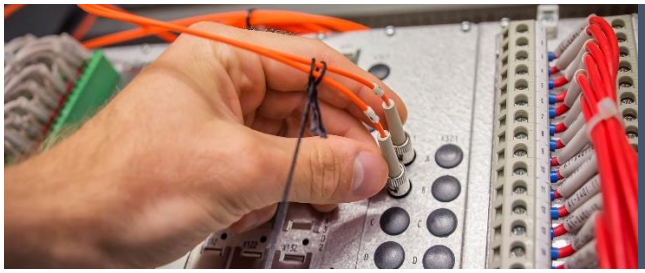
James Vaughn
9-12-2022

DESIGNED BY FIELD OPERATORS FOR FIELD OPERATORS

Our Fiber Broadband Operations and Work Force Management Solution is designed by field operators for field operators. We developed our software over the past 8 years to help manage field technicians to complete FTTP installations and maintenance. The complexity of managing FTTP installations require specialized processes, from underground construction, hanging ariel lines and completing premise installation & testing. Our software has proven to be a valuable asset over the years to operators, ensuring successful installations. Now you can benefit from our years of field work and development - schedule an on-line demonstration today and see how easy it is to manage your Broadband Operation!



3HV Operations and Workforce Management Software Main Menu



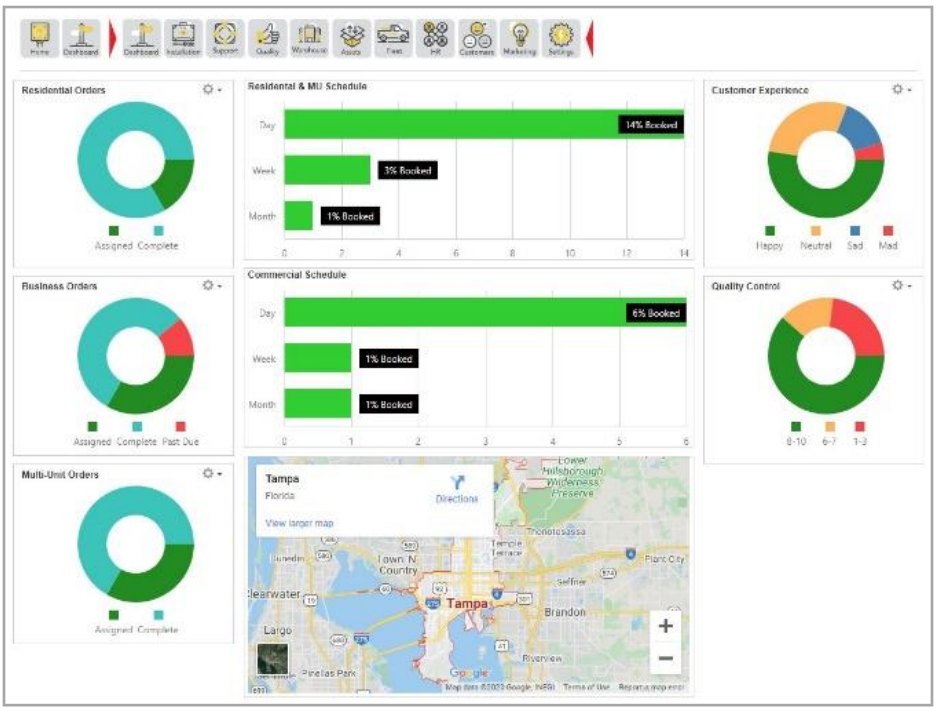
Ensure your daily operations is successful by utilizing Workforce Management Software to schedule and monitor installations, repair, and provide real-time feedback on work order status.

Installation

INSTALLATION, REPAIR AND SCHEDULING

Our easy-to-use web-based mobile application allows managers, dispatchers and technicians to stay on the same page to ensure successful installations & support.

- Mobile web-based application for laptops and tablets
- Complete scheduling system for technicians and specific job types
- Installation work orders are built using contract specifications
- Manage and dispatch all phases of the installation
- Manage and dispatch technical support calls
- Track every aspect of the work order
- Real-time feed-back from technician to supervisor on job status
- GPS and Google Maps integration
- Close out jobs in real-time and see updated notes and pictures
- Record customer signature and receive real-time customer satisfaction feedback
- Scheduling Calendar provides visual of Technicians availability and assigned work orders



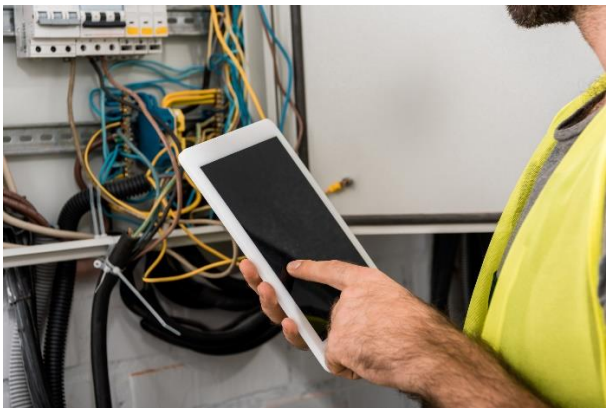
Technicians need the ability to work off-line when they are working in remote areas with no cell service or WiFi access. Our Mobile Tablet software allows technicians to work on-line and off-line.

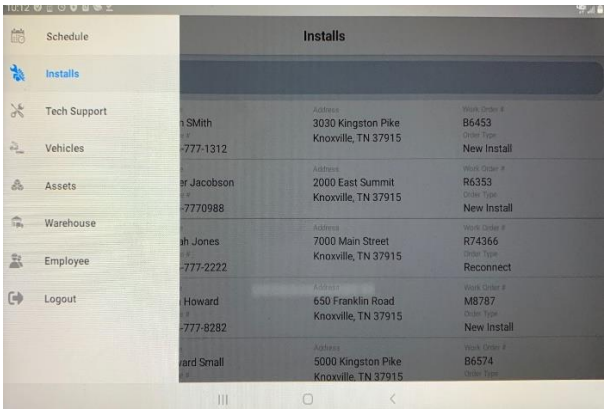
Mobile Tech

MOBILE TECHNICIAN TABLET SOFTWARE

Our easy-to-use native tablet application allows field technicians to work anywhere in the field with or without Internet connectivity.

- Designed for Apple or Samsung Tablets.
- Daily Calendar of Work Orders and Support Order Scheduling
- Take Pictures of the Job and upload to the Work Order
- Realtime GPS location showing supervisors where the techs are working
- Track every aspect of the work order
- Real-time feed-back from technician to supervisor on job status
- Close out jobs in real-time and see updated notes and pictures
- Enter vehicle information and maintenance updates
- View Truck Inventory assigned to the Tech and assign to the Jobsite
- Collect customer signature and customer satisfaction survey on-site





Installation Mobile Tech Warehouse Fleet Quality Customers Marketing HR

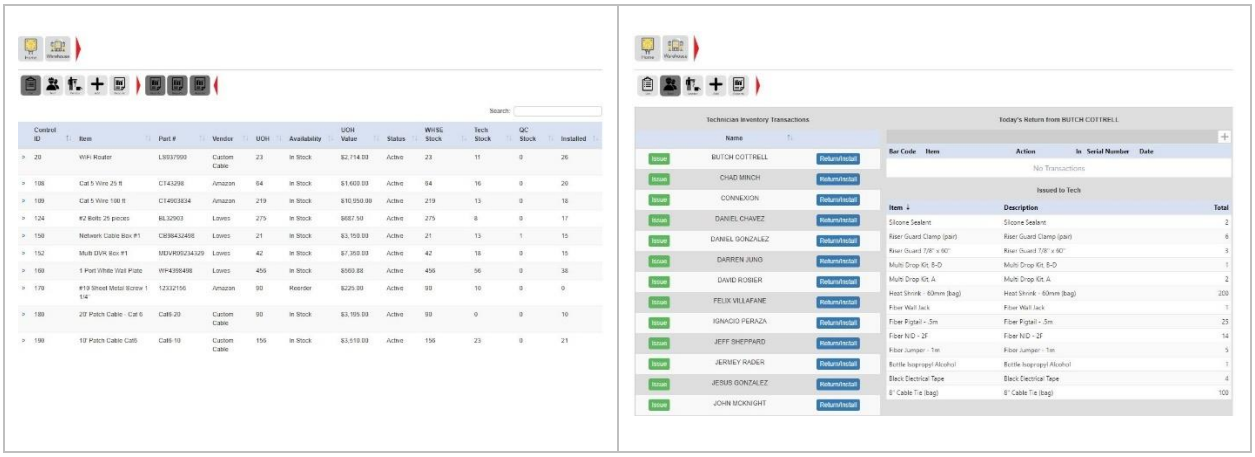
Warehouse Management - Keep track of all construction materials and equipment for the job. Quickly and easily assign materials and electronics to Technicians.

Warehouse

WAREHOUSE INVENTORY MANAGEMENT

Our Warehouse Inventory Management Module allows you to keep track of all shipments from manufacturers, setup automatic re-orders and assign specific inventory to field technician trucks for installation and support jobs.

- Mobile web-based application for laptops and tablets
- Track inventory in the warehouse, on the truck and customer premise in real-time
- Automatic re-order alerts when inventory gets low
- Use wireless bar codes scanners to receive new inventory and issue materials to the field
- Purchase Order Request process built-in to the warehouse module
- Quickly view inventory in-stock with one click
- View materials assigned to customer sites by work order
- Extensive reporting and accountability



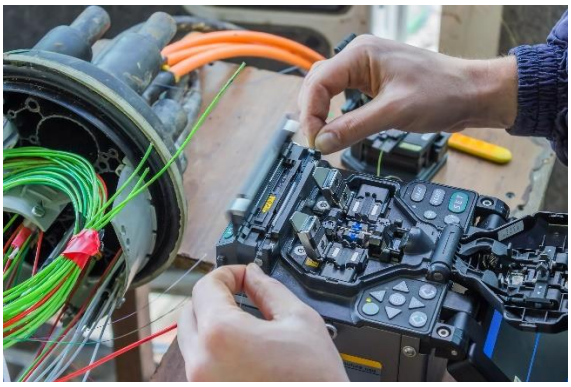
Installation Mobile Tech Warehouse Fleet Quality Customers Marketing HR

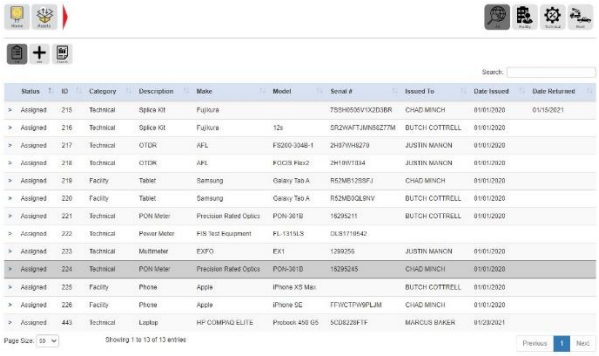
Asset Management Module provides quick and easy management of some of your most valuable assets.

ASSET MANAGEMENT

Our Asset Management Module allows you to keep track of all major assets in the office and field operations.

- Complete tracking of assigned assets to field operations managers, supervisors, and techs
- Pictorial history of equipment when assigned and when it comes back into stock
- Track inspections for all test equipment
- Complete repair history of all assets
- Compare asset condition when returned to stock vs when it was issued
- Extensive reporting and accountability





Status	ID	Category	Description	Make	Model	Serial #	Issued To	Date Issued	Date Returned
Assigned	215	Technical	Splice Kit	Fujikura		755H0506V1XD38R	CHAD MINCH	01/01/2020	01/15/2021
Assigned	216	Technical	Splice Kit	Fujikura	12s	SR2WAFTJMN86277M	BUTCH COTTRELL	01/01/2020	
Assigned	217	Technical	OTDR	AFL	FS200-3048-1	2H97WH6279	JUSTIN MANON	01/01/2020	
Assigned	218	Technical	OTDR	AFL	FOCIS Flex2	2H1RW71934	JUSTIN MANON	01/01/2020	
Assigned	219	Facility	Tablet	Samsung	Galaxy Tab A	R52M81285FJ	CHAD MINCH	01/01/2020	
Assigned	220	Facility	Tablet	Samsung	Galaxy Tab A	R52M80QL9NV	BUTCH COTTRELL	01/01/2020	
Assigned	221	Technical	PON Meter	Precision Rated Optics	PON-301B	16295211	BUTCH COTTRELL	01/01/2020	
Assigned	222	Technical	Power Meter	FIS Test Equipment	FL-1315LS	OLS1719542			
Assigned	223	Technical	Multimeter	EXFO	EX1	1299255	JUSTIN MANON	01/01/2020	
Assigned	224	Technical	PON Meter	Precision Rated Optics	PON-301B	16295245	CHAD MINCH	01/01/2020	
Assigned	225	Facility	Phone	Apple	iPhone XS Max		BUTCH COTTRELL	01/01/2020	
Assigned	226	Facility	Phone	Apple	iPhone SE	FFWCTPV9PLJM	CHAD MINCH	01/01/2020	
Assigned	443	Technical	Laptop	HP COMPAQ ELITE	Probook 450 G5	5CD6228FTF	MARCUS BAKER	01/29/2021	

Page Size: 50 Showing 1 to 13 of 13 entries Previous 1 Next

Installation | Mobile Tech | Warehouse | Fleet | Quality | Customers | Marketing | HR

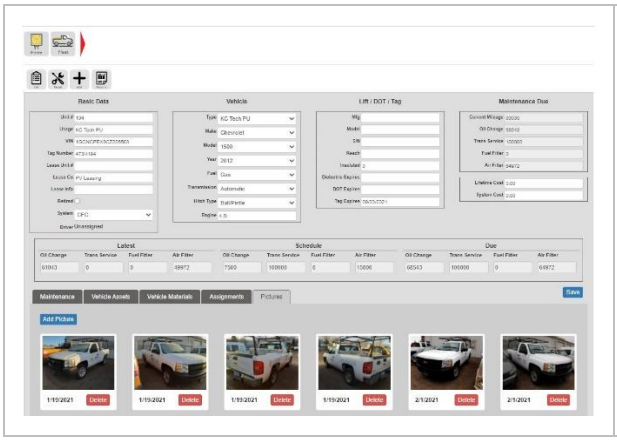
Fleet Management Module - Most service companies consider fleet as one of their top expenses, so managing your fleet and keeping accurate inventory of vehicles is a top priority.

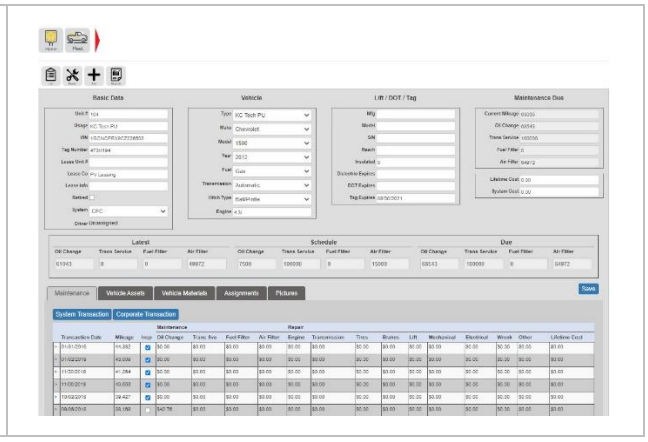
Fleet

FLEET MANAGEMENT

Our Fleet Management Module ensures your fleet vehicles are properly maintained and vehicle assets are accurately tracked.

- Automatic alerts for vehicle maintenance
- Complete vehicle history at a touch of a button
- View vehicle assets and inventory assigned
- Assign and track equipment and tools for each vehicle / technician
- Track vehicle using mobile tablet application GPS integration
- Complete history of vehicle maintenance and service updates
- Maintain historical pictorial condition inside and outside of the vehicle
- Extensive reporting and historical records and pictures





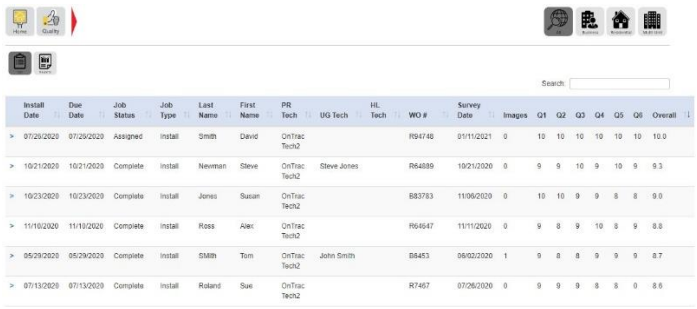
Installation | Mobile Tech | Warehouse | Fleet | Quality | Customers | Marketing | HR

Quality Control Module – Ensure the level of installation and support your technicians are providing is meeting your high company standards.

QUALITY CONTROL

The Quality Control Module allows managers and supervisors to visually inspect field installation work and rank each job as excellent, good, or poor.

- Receive real-time feedback on job quality from supervisors
- Create custom quality control survey for supervisors to grade performance
- Upload pictures of job site to review with technician
- View historical technician job quality
- View real-time pictures of job site and quality of work
- Automatic notification to technician if they failed any part of an installation
- Extensive reporting and accountability of job performance



Install Date	Due Date	Job Status	Job Type	Last Name	First Name	PR Tech	UG Tech	HL Tech	WO #	Survey Date	Images	Q1	Q2	Q3	Q4	Q5	Q6	Overall
07/29/2020	07/29/2020	Assigned	Install	Smith	David	OnTrac Tech2			R94748	01/11/2021	0	10	10	10	10	10	10	10.0
10/21/2020	10/21/2020	Complete	Install	Newman	Steve	OnTrac Tech2	Steve Jones		R64889	10/21/2020	0	9	9	10	9	10	9	9.3
10/23/2020	10/23/2020	Complete	Install	Jones	Susan	OnTrac Tech2			B83783	11/06/2020	0	10	10	9	9	8	8	9.0
11/10/2020	11/10/2020	Complete	Install	Ross	Alex	OnTrac Tech2			R64947	11/11/2020	0	9	8	9	10	8	9	8.8
05/29/2020	05/29/2020	Complete	Install	Smith	Tom	OnTrac Tech2	John Smith		B6453	06/02/2020	1	9	8	8	9	9	9	8.7
07/13/2020	07/13/2020	Complete	Install	Roland	Sue	OnTrac Tech2			R7467	07/26/2020	0	9	9	9	8	8	0	8.6

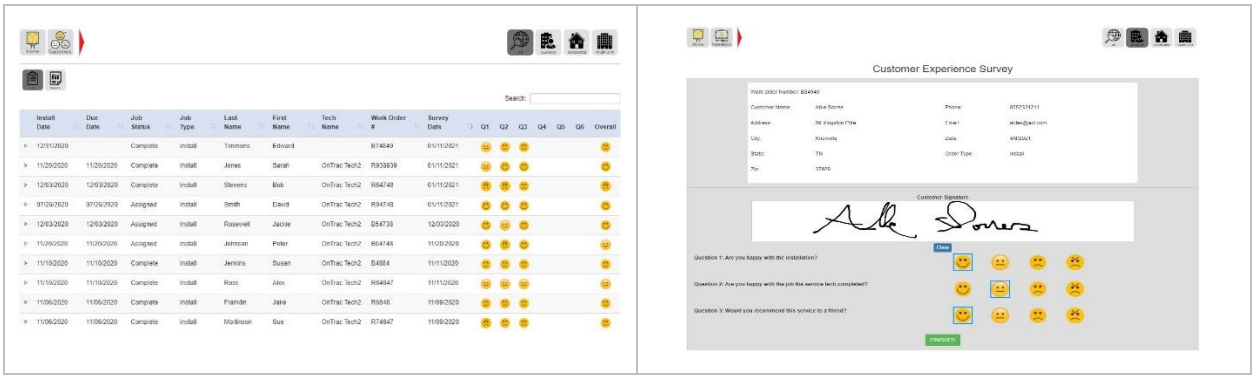
Installation | Mobile Tech | Warehouse | Fleet | Quality | Customers | Marketing | HR

Customer Experience Module allows you to ensure the service you provide is meeting customer expectations. Your greatest asset is your customer!

CUSTOMER EXPERIENCE

The Customer Experience Module allows you to ensure the service you are providing is meeting customer expectations. Get real-time feedback from customers as they complete a quick and easy customized survey.

- Instant feedback from customers after a job is complete
- Quick response to customers reporting poor service
- Create custom survey questions for your customers
- Survey is recorded immediately after technician completes installation
- View which technicians are scoring high and which are scoring low
- Manage expectations of customers and technicians
- Record customer signature acknowledging work is complete and service available
- Extensive reporting and accountability for technicians



Digital Marketing Module – Maintain your customer base and find new customers through direct Digital Marketing campaigns!

DIGITAL MARKETING

The Digital Marketing Module gives you the ability to quickly access your customers and introduce them to the latest service offering.

- Import your customer database into the Digital Marketing Module
- Instantly advertise to customers based on their current services and location
- Utilize built-in templates and create custom marketing campaigns
- View email statistics of opened, read, clicked through, and bounced
- Measure success of digital marketing campaigns
- Extensive reporting features

Human Resource Module allows you to manage all your employee and partner information in one place.

HUMAN RESOURCES

View and update all your employee and partner information in one place, including emergency contact info, insurance information, certifications, contact info, and license information.

- All information for employees and partners stored in one location
- Quickly access employee insurance information
- View employee wages, vacation time and more
- Complete summary of partner information
- View partner contracts and insurance information
- Receive automatic alerts for annual reviews, insurance policies, etc.
- Extensive reporting features

Date: 03/30/2022

800 South Gay Street
Suite 700
Knoxville, TN 37929
(865) 214-7956
Jim Vaughn

Customer ID: COP
Client: City of Pharr
118 South Cage Blvd
Pharr, TX 78577
Phone: 956-402-4000
Contact: Jose Pena

3HV Workforce Management Software Package

Module	*Description*	*Unit Price*	*Discount*	*Total*
Work Force Management Software Base Pkg	3HV Workforce Management Module Base - Dashboard Module - Installation Module - Repair Service Module - Scheduling Module - Employee & Partner HR Module - IOS & Andriod Tablet APP	$899.00/mo	$0.00	$899.00/mo
Support Pkg	Telephone and Email Support (8:00am-5:00pm) Monday - Friday	Included	$0.00	$0.00
Client Setup	Basic One-Time Setup of Work Force Software, Database and configuration options	$2,000.00 On-Time Fee	$0.00	$2,000.00 One Time Fee
Quality Control	Track performance in the field including real-time picture documentation	$199.00/mo	$0.00	$199.00/mo
Warehouse Control	Track inventory of parts and material coming from manufactures into warehouse and assigning to truck stock and customer locations	$199.00/mo	$0.00	$199.00/mo
Asset Control	Track all test equipment, computers and other assets assigned in the field and office.	$199.00/mo	$0.00	$199.00/mo
Fleet Management	Ensure your fleet vehicles are properly maintained and vehicle assets are accurately tracked	$199.00/mo	$0.00	$199.00/mo
Customer Experience	Ensure the service you are providing is meeting your customer's expectations. Real-time reporting of customer feedback	$199.00/mo	$0.00	$199.00/mo
3rd Party Integration	Integration fee to 3rd party applications to allow data to push and pull from 3HV	$199.00/mo	$0.00	$199.00/mo
On-Site Training (Option)	Option to have on-site training (2 Days) (Note: On-line Training is free and is included)	$3,000.00 On-Time Fee	$0.00	$3,000.00 One Time Fee
Warehouse Hand Scanner (wireless)	Motorolla Symbol Li4278 Barcode Scanner – wireless and barcode generation software	$195.00 each On-time fee	$0.00	$195.00 One Time Fee

*Definitions of Modules are listed below in this agreement

Sub-Total $	$7,288.00	$0.00	$ 7,288.00
One Time Fee $		0.0	$5,195.00
Tax $			Exempt
MONTHLY TOTAL $			$2,093.00

License Terms and Conditions

The parties agree to be bound by the terms of the 3HV License Terms and Conditions ("LTC") shown in the attached 3HV License Terms and Conditions-V1.1 document. This Order and the LTC together constitute the entire agreement between 3HV and Licensee governing the products and services referenced above (the "Agreement"), to the exclusion of all other terms. To the extent there is any conflict between this Order and the LTC, this Order shall govern. The signatory below represents that he or she has the authority to bind Licensee to the terms of this Agreement. Licensee is licensed to use the 3HV products outlined above during the Term.

1. **Services.** Access to the 3HV online platform available at https://3HV.HOST (the "3HV Platform"). Access to and use of any 3HV Technology is subject to the Module Use limitations set forth below.

- Dashboard Module - Installation Module - Repair Service Module - Scheduling Module - Employee & Partner HR Module - IOS & Andriod Tablet APP	- Quality Control Module - Warehouse Module - Asset Control Module - Fleet Management Module - Customer Experience Module - 3rd Party API Integration

2. **Duration.** 3HV will provide the Services for twelve (12) months, beginning on the Effective Date (the"Term"). The Term shall automatically renew unless the Client Terminates the Agreement by notifying 3HV in writing within sixty (60) days before the end of the Term of the twelve (12) month period.

3. **Rates & Charges.** In consideration of 3HV provision of the Services to Client, Client shall pay to 3HV the rates and charges for such Services as indicated in the table above (the "Fees"). Client shall pay all Fees no later than thirty (30) days after Client's receipt of 3HV invoice.

4. **Special Provisions.** Notwithstanding the foregoing or any provision herein to the contrary, the following terms shall apply to this Proposal and the Terms & Conditions: NONE

IN WITNESS WHEREOF, the parties hereto have entered into, executed and delivered this Agreement, to be effective as of the Effective Date.

Licensee

Authorized Signature:_____
Title: _____
Company Name: _____
Date: _____

3HV Innovations, LLC.

Name: _____
Title: _____
Signature: _____
Date: _____

EFFECTIVE DATE: _____

3HV Innovations Terms and Conditions

BY AGREEING TO A DOCUMENT INCORPORATING THESE 3HV LICENSE TERMS AND CONDITIONS ("THE TERMS") (AN "ORDERING DOCUMENT") 3HV AND LICENSEE AGREE THAT THESE TERMS SHALL GOVERN THE RELATIONSHIP BETWEEN THE PARTIES AS TO ANY 3HV PRODUCTS OR SERVICES PROVIDED OR TO BE PROVIDED TO LICENSEE AS SET FORTH IN SUCH ORDERING DOCUMENT. AS TO ANY PARTICULAR ORDERING DOCUMENT, THE ORDERING DOCUMENT, THE SERVICES DEFINITIONS AND SERVICE-SPECIFIC TERMS AND CONDITIONS, AND THESE TERMS TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." IN THE EVENT OF ANY CONFLICT BETWEEN THE ORDERING DOCUMENT AND THESE TERMS, THESE TERMS SHALL PREVAIL UNLESS THE ORDERING DOCUMENT EXPRESSLY PROVIDES THAT IT IS MODIFYING THESE TERMS WITH RESPECT TO SUCH AGREEMENT.

Licensee and 3HV Innovations agree as follows:

"3HV" means 3HV Innovations, LLC as set forth in the Ordering Document.

"Licensee" means the party to whom 3HV is to provide products or services pursuant to the Ordering Document (whether identified as "licensee", "customer", "client" or similar designation in the Ordering Document). If "Licensee" includes more than one legal person, the obligations imposed upon each shall be joint and several. The act of, notice from or to, or signature of any one or more of the persons included within "Licensee" shall be binding on all such persons with respect to all rights and obligations under this Agreement, including but not limited to any renewal, extension, termination or modification of this Agreement.

1. SUBSCRIBED SERVICES, GRANT OF LICENSE

1.1 3HV, directly or through an affiliate, agrees to provide to Licensee the products and/or services set forth in the Ordering Document (the "Services"). The Services may include access to and/or use of software or other technology (the "3HV Technology"). Specific Services may be defined by and are subject to the Services Definitions and Service-Specific Terms and Conditions included with the Ordering Document. 3HV will make the Services available to the Licensee via password-protected online access accessible by Licensee with usernames and passwords, via an application programmer interface ("API"), or as otherwise mutually agreed by the parties. Subject to the terms and conditions herein, 3HV grants to Licensee a non-exclusive, non-transferrable license to access and use the Services in accordance with this Agreement and during the Term of this Agreement.

1.2 The Services will be provided as they exist and are updated and amended throughout the Term. Certain portions of the Services may be provided by 3HV's third-party licensors, and 3HV's ability to provide such information may be subject to the willingness of such licensors to continue to contract with 3HV. Features and functions of the 3HV Technology are provided "as is" and as they may be modified, supplemented, or removed from time to time in 3HV's sole discretion. 3HV shall have no liability to

Licensee for any modification to any Service, provided that the product or service provided substantially conforms to the description in the Ordering Document.

1.3 Ownership. Licensee acknowledges and agrees that, as between Licensee and 3HV, the 3HV Technology, and any related documentation (including, without limitation, the content, layout, functions, design, appearance, trademarks, service marks, copyrights, patents, and other intellectual property comprising the 3HV Technology) are the property of 3HV, whether or not they are trademarked, copyrighted, or patented. Licensee acknowledges and agrees that this Agreement does not transfer any ownership, right, title, or interest in the 3HV Technology, nor any part thereof, except the limited license provided hereunder, and Licensee expressly disclaims and waives any and all claims to any ownership interest in any such information or materials. Subject to the limited rights expressly granted hereunder, 3HV, its affiliates, and/or its licensors reserve all right, title, and interest in and to the 3HV Technology, including all related intellectual property rights. No rights are granted to Licensee hereunder other than as expressly set forth herein.

1.4 Third-Party Applications. “Third-Party Applications” means computer software programs and other technology that are provided or made available to Licensee or Authorized Users by third parties, including those with which the 3HV Technology may interoperate, including, for example, Licensee’s billing software, subscriber automation software, or sales enablement software, if any. 3HV may make available certain “Integration Tools”, which consist of 3HV Technology designed to allow Licensee to use 3HV Technology in such a way as to interoperate with one or more Third-Party Applications. 3HV is not responsible for and does not endorse any Third-Party Applications or websites linked to by 3HV Technology.

1.5 Support. 3HV will provide reasonable assistance and ongoing support to assist Licensee and Authorized Users in accessing the 3HV Technology. 3HV will make its personnel available by email, or phone for feedback, problem solving, or general questions between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time (Monday – Friday) and will make reasonable efforts to acknowledge support requests within 24 business hours.

2. AUTHORIZED USE OF 3HV TECHNOLOGY, RESTRICTIONS

2.1 Limitations on Use of the Services. Licensee shall use the Services in a responsible and professional manner consistent with the intended and permissible uses herein and consistent with standard industry practice. Licensee shall not override or circumvent, or attempt to override or circumvent, any security feature or control of the 3HV Technology. Licensee will not use 3HV Technology for commercial purposes not permitted under this Agreement and shall not designate any person as an Authorized User if Licensee has reason to believe such person is likely to use the Services on behalf of a third party or otherwise in violation of this Agreement.

3. TERM AND TERMINATION

3.1 Term. The Initial Term of the Agreement is that which is set forth in the Ordering Document (together with any period of extension under Section 3.2 hereof, the “Term”). The Agreement is not cancellable and shall remain in effect until it expires or is earlier terminated according to its terms.

3.2 Extension of the Term. On the date that is 60 days prior to the last day of the Term (the “Extension Date”), 3HV will send an extension reminder and Licensee must respond in writing accepting or denying

an additional license term. In the event that the Term is extended under this paragraph: (1) Licensee shall remain subscribed during such period of extension to the Services to which it was subscribed as of the Extension Date, and (2) the Subscription Fees to be paid to 3HV for such Services during such period of extension shall be equal to the monthly amount of the Subscription Fee applicable to all Services to which Licensee was subscribed as of the Extension Date. 3HV will invoice Subscription Fees for any period of extension in a manner substantially consistent with the payment schedule that applied to the Agreement as of the Extension Date.

3.3 Termination. Either party may terminate this Agreement immediately, without further obligation to the other party, in the event of a material breach of this Agreement by the other party that is not remedied within twenty-one (21) days after the breaching party's receipt of written notice of such breach. The parties may terminate this Agreement at any time upon their mutual Agreement. Licensee may terminate for convenience/non-appropriation.

3.4 Effect of Termination.

3.4.1 Termination by 3HV. If this Agreement is terminated by 3HV due to a material breach by Licensee, Subscription Fees will immediately stop and any outstanding invoices already billed to Licensee shall be paid to 3HV, and Licensee shall promptly remit all such fees to 3HV.

3.4.2 Termination by Licensee. If this Agreement is terminated by Licensee whether for convenience, non-appropriation, or uncured material breach by 3HV, 3HV shall promptly refund the pro-rata amount of any pre-paid Subscription Fees attributable to periods after the date of such termination.

3.4.3 All Licensee data hosted in the 3HV Technology will be permanently deleted thirty (30) days after the date of such termination.

4. FEES AND TAXES

4.1 Licensee shall pay all fees stated in the Ordering Document and any other fees applicable to its subscription to Services as provided hereunder (the "Subscription Fee"). Monthly Subscription Fees are due upon execution of the Ordering Document. Licensee will be billed monthly for the monthly Subscription Fees due.

4.2 If Licensee fails to timely make any payment of Subscription Fees, 3HV may, in its sole discretion, take any or all of the following actions: (i) restrict or suspend Licensee's access to the 3HV Technology until all past-due payments are made, (ii) terminate this Agreement, or (iii) accelerate the payment of Subscription Fees such that all unpaid Subscription Fees shall be immediately payable. 3HV shall have the right to charge interest at the rate of 1.5% per month (or, if less, the highest rate permitted by law) on any late payments. Restriction or suspension of Licensee's online access to the 3HV Technology during period of non-payment shall have no effect on the Term of this Agreement nor on Licensee's obligation to pay the Subscription Fee.

5. DATA PROTECTION AND CONFIDENTIALITY

5.1 Licensee acknowledges and agrees that 3HV will operate in accordance with its published Privacy Policy (available at https://www.3hv.com/uploads/1/2/5/3/125359963/3hv_privacy_statement_-_website.pdf or as 3HV may otherwise indicate), which is incorporated herein by reference.

5.2 “Confidential Information” of a party means such party’s (or its affiliate’s): inventions, discoveries, improvements, and copyrightable material not yet patented, published, or copyrighted; special processes and methods, whether for production purposes or otherwise, and special apparatus and equipment not generally available or known to the public; current engineering research, development, design projects, research and development data, technical specifications, plans, drawings and sketches; business information such as product costs, vendor and customer lists, lists of approved components and sources, price lists, production schedules, business plans, and sales and profit or loss information not yet announced or not disclosed in any other way to the public; and any other information or knowledge not generally available to the public.

5.3 Each party shall keep in confidence all Confidential Information of the other party obtained prior to or during the Term of this Agreement, and shall protect the confidentiality of such information in a manner consistent with the manner in which such party treats its own confidential material, but in no event with less than reasonable care. Without the prior written consent of the other party, a party shall not disclose or make available any portion of the other party’s Confidential Information to any person, firm, association, or corporation, or use such Confidential Information, directly or indirectly, except for the performance of this Agreement. Each party is allowed to disclose requested confidential information as required by Public Information Act, as required by law or court order. The foregoing restrictions shall not apply to Confidential Information that: (a) was known to such party (as evidenced by its written record) or was in the public domain prior to the time obtained by such party; (b) was lawfully disclosed to such party by a third party who did not receive it directly or indirectly from such party and who is under no obligation of secrecy with respect to the Confidential Information; or (c) became generally available to the public, by publication or otherwise, through no fault of such party. The parties shall take all necessary and appropriate steps in order to ensure that its employees and subcontractors adhere to the provisions of this section. All Confidential Information shall be returned to the disclosing party or destroyed upon receipt by the receiving party of a written request from the disclosing party.

5.4 Personal Information. To the extent that either party transmits or receives personal information under this Agreement, such party shall comply with all applicable laws, rules, and regulations regarding privacy and the lawful processing of personal information.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each party represents and warrants that: (1) it is duly organized and validly existing and authorized to do business in the jurisdictions where it operates; and (2) it has the requisite power and authority to enter this Agreement and entering and complying with its obligations under this Agreement does not violate any legal obligation by which such party is bound.

6.2 Licensee represents and warrants, and covenants that it will not, in connection with this Agreement, including its use of or access to the Services, engage in, encourage, or permit conduct that violates or would violate any applicable law, rule, or regulation or any right of any third party.

7. ATTORNEY FEES, DISPUTE RESOLUTION, CLASS ACTION WAIVER

7.1 Attorney Fees. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses actually incurred in endeavoring to enforce the terms of this Agreement, including reasonable attorney fees as allowed by the state of Texas law.

7.2 Mediation. Except for Litigation Claims (defined below), any dispute, claim, or controversy arising out of or relating to this Agreement, including, without limitation (1) claims relating to the breach, termination, enforcement, interpretation or validity thereof, (2) claims alleging tortious conduct (including negligence) in connection with the negotiation, execution, or performance thereof, or (3) the determination of the scope or applicability of this agreement to mediate, shall be settled by mediation. A mutually agreed upon mediator will be selected within 60 days from the date mediation is requested in writing by either party.

7.3 Class Action Waiver. No party shall commence or seek to prosecute or defend any dispute, controversy, or claim based on any legal theory arising out of or relating to this Agreement, or the breach thereof, other than on an individual, non-class, non-collective action basis. No party shall seek to prosecute or defend any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, in a representative or private attorney general capacity. The arbitrator shall not have the power to consolidate any arbitration under this Agreement with any other arbitration, absent agreement of all parties involved, or otherwise to deal with any matter on a non-individual, class, collective, representative, or private attorney general basis.

7.4 Litigation Claims. The parties agree to venue and jurisdiction in the State and district courts of Hidalgo County, Texas.

8. INDEMNIFICATION

8.1 To the extent allowed by law, Licensee agrees to indemnify, defend, and hold harmless 3HV and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns from and against any and all actual or threatened claims of third parties arising out of or in connection with (1) Licensee's access or use of the 3HV Technology in violation of any law, (2) Licensee's violation of any provision of this Agreement, (3) Licensee's sending of any information, messages, or materials to any 3HV Technology Contact (including, but not limited to, through e-mail, mail, or fax) in violation of any law or the rights of any third party, or (4) the use of any 3HV Technology by any third party to whom Licensee has granted access (including access obtained through use of the usernames and passwords assigned to Licensee and its personnel).

8.2 3HV shall indemnify Licensee for any damages finally awarded by any court of competent jurisdiction against Licensee in, or for amounts paid by Licensee under a settlement approved by 3HV in writing of, any legal proceeding brought by a third party alleging that the 3HV Technology infringes upon or violates the intellectual property rights of any such third party.

8.3 As a condition to any right to indemnification under this agreement, the indemnified party must (a) promptly give the indemnifying party written notice of the claim or proceeding, (b) give the indemnifying party sole control of the defense and settlement of the claim or proceeding (except that the indemnifying party may not settle any claim or proceeding unless it unconditionally releases the indemnified party of all liability), and (c) give the indemnifying party all reasonable assistance, at the indemnifying party's expense. This section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any claim or proceeding subject to indemnification hereunder.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR INSTANCES OF A PARTY'S OR ITS AGENT'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, EXEMPLARY, MULTIPLE, INDIRECT, CONSEQUENTIAL, SPECIAL, OR LOST PROFITS DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY UNCURED BREACH BY 3HV OF ITS OBLIGATIONS UNDER THIS AGREEMENT IS TERMINATION BY WRITTEN NOTICE TO 3HV, AND REFUND OF A PRORATED PORTION OF THE SUBSCRIPTION FEES THAT LICENSEE HAS PAID. 3HV'S MAXIMUM LIABILITY TO LICENSEE SHALL BE THE AMOUNTS ACTUALLY PAID TO 3HV BY LICENSEE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LICENSEE'S CAUSE OF ACTION. EXCEPTING LIABILITY ARISING FROM LICENSEE'S OR ITS AGENT'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER, LICENSEE'S MAXIMUM LIABILITY TO 3HV HEREUNDER SHALL BE TWO TIMES (2X) THE AMOUNT OF THE SUBSCRIPTION FEE.

10. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, THE 3HV TECHNOLOGY, AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, AND NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER AND EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

11. MISCELLANEOUS PROVISIONS

11.1 Marketing. Licensee hereby authorizes 3HV to use Licensee's name and logo for its marketing efforts unless and until such authorization is revoked in writing.

11.2 Assignment. Either party hereto may assign this Agreement to a successor-in-interest pursuant to an acquisition of such party (whether by merger, stock sale, or asset sale) with the other party's consent. No rights or obligations under this Agreement may be assigned or delegated except as provided in this section without the prior written consent of the other party, and any assignment or delegation in violation of this section shall be void.

11.3 Notices. Licensee shall provide an email address for notices under this Agreement. All notices or other communications permitted or required to be given hereunder shall be sent by electronic mail to the email address provided by the other party for such purpose and shall be deemed given when sent. Notices to 3HV shall be sent to legal@3hv.com. If Licensee fails to provide an email address for notices, 3HV may provide notices hereunder by any means reasonably calculated to provide Licensee with actual notice thereof.

11.4 Governing Law, Jurisdiction. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Texas without regard to choice of laws principles. Each party irrevocably consents to the personal jurisdiction of the state and federal courts located in Hidalgo

County, Texas for purposes of any lawsuit seeking to enforce this Agreement. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

11.5 Currency. All monetary amounts specified in this Agreement are in United States dollars unless otherwise expressly stated.

11.6 Suggestions and Feedback. 3HV shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Licensee relating to the operation of the Services.

11.7 Entire Agreement. This Agreement constitutes the entire Agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. Any un-expired subscription set forth in any Ordering Document or agreement between the parties for access to 3HV Services shall be governed by the terms hereof.

11.8 Amendment. 3HV may propose amendments to this Agreement at any time by providing notice of such proposed amendments in a manner permitted hereunder. In the event Licensee does not agree to the proposed amendments in writing, the proposed amendments will not take effect and the existing terms will continue in full force and effect. No other modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of 3HV and Licensee.

11.9 Force Majeure. Neither 3HV nor any of its affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

SOLE SOURCE AFFIDAVIT

1. My name is (Print Name) James Vaughn
   I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
   I am authorized to sign contracts for the following company or firm:

   Company: 3HV
   Address: 800 South Gay Street, Suite 700
   City, State, Zip Code Knoxville TN 37929
   Telephone Number: ( ) 865-214-7956
   Fax Number: ( )
   E-mail Address: JVaughn@3HV.com

2. The above named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
   3HV Broadband Operations & Workforce Management Software Application

3. Competition in providing the above named item(s) is precluded due to:
   _____ A patent
   X A copyright
   _____ A secret process
   _____ A monopoly
   _____ It is a film
   _____ It is a manuscript
   _____ It is a book
   _____ It is a utility service, including electricity, gas, or water
   _____ It is a captive replacement part or component for equipment

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.

President 5-24-22

Signature of Authorized Official | Title of Authorized Official | Date

NOTARY USE ONLY
Subscribed and Sworn to before me this 24 day of May, 2022. State of Tennessee, County of Jefferson.

Signature of Applicant

Kristi Holt
Signature of Notary Public

KRISTIN HOLT
STATE OF TENNESSEE NOTARY PUBLIC
JEFFERSON COUNTY

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.C.
DATE SUBMITTED: September 23, 2022
MEETING DATE: October 3, 2022

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, ratifying Agreement with Texas Department of Public Safety (DPS) for the Texas Gang Intelligence Index User. **This item supports SSC - Safe and Secure Community**.

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

Issue: This agreement is to allow the Pharr Police Department to participate in the Texas Gang Intelligence Index (TXGANG) for the monitoring and entering of criminal intelligence into the TXGANG system.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this request

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

ROUTING:

Joel Robles	Created/Initiated - 9/23/2022
Juan Gonzalez	Approved - 9/30/2022
Patricia Rigney	Approved - 9/30/2022
City Management Office	Final Approval - 9/30/2022

TEXAS GANG INTELLIGENCE INDEX (TXGANG) USER AGREEMENT

This agreement is made and entered into between the Texas Department of Public Safety (DPS), which is responsible for the maintenance of the Texas Gang Intelligence Index (TxGang), and the Pharr Police Department hereinafter referred to as the Participating Agency.

The DPS has established and maintains a statewide gang intelligence index, TXGANG, for the purpose of facilitating the investigation, prosecution, and/or punishment of criminal offenses relating to a criminal street gang. The Participating Agency entering into this User Agreement has read and fully understands the responsibilities of being a participating agency in TXGANG. The DPS reserves the right to suspend or terminate the use of TXGANG by any Participating Agency for any breach of the User Agreement.

The Participating Agency agrees to:

1. If applicable, comply with the Department of Justice Criminal Intelligence Systems Operating Policies 28 Code of Federal Regulations Part 23, Chapter 67 of the Texas Code of Criminal Procedure and the TXGANG Operating Policies and Procedures in regards to, but not limited to, submission, query, dissemination, and retention of records, training, and terminal and data security.

2. Establish a written policy applicable to the participating agency on TXGANG issues such as, record submission, removal, quality control, validation, dissemination, and system security.

3. Refrain from using information obtained from TXGANG to populate another intelligence or searchable database.

4. Ensure that all users that are provided access within the agency are authorized users, properly trained, and using appropriate electronic transmission.

5. Maintain a list of all authorized users and provide the list to the Administrator of TXGANG.

6. Maintain supporting documentation on submissions for as long as record remains in TXGANG.

7. Be responsible for the quality of the information submitted and for modifying or deleting a record if necessary.

8. Notify DPS immediately and execute a new User agreement upon a change in the chief executive officer or head of the Participating Agency.

Participating Agency acknowledges and agrees that all submissions of criminal intelligence information on individuals and organizations submitted to TXGANG are the property and responsibility of the submitting agency, not DPS. Participating agency acknowledges it has a duty to adhere to, if applicable. 28 CFR Part 23 and Chapter 67 of the Code of Criminal Procedure requirements including proper ID criteria for a gang member, proper criminal predicate for the gang, lawful acquisition of the information being submitted, effective control of dissemination only on a right and need to know basis and

maintaining proper records for each dissemination. TO THE EXTENT AUTHORIZED BY LAW, PARTICIPATING AGENCY SHALL INDEMNIFY AND DEFEND DPS FROM ALL DAMAGES ARISING OUT OF PARTICIPATING AGENCY'S PERFORMANCE UNDER THIS AGREEMENT CAUSED BY (1) ANY NEGLIGENT ACT OR OMISSION OR (2) WILLFUL MISCONDUCT OF PARTICIPATING AGENCY, ITS EMPLOYEES OR ANYONE FOR WHOSE ACTS PARTICIPATING AGENCY MAY BE LIABLE.

This agreement may be terminated by either the agency head or DPS at any time after providing 30 days written notice to the other party. Any changes to this agreement must be in writing and be mutually agreed upon by all parties.

This TxGang User Agreement will become effective on _____ . (Date to be completed by DPS).

IN WITNESS WHEREOF, the parties hereto caused this TxGang User Agreement to be executed by the proper officers and officials:

PARTICIPATING AGENCY

Juan F Gonzalez

Printed Name of Agency Head or Designee

Signature

Interim Police Chief

Title

Date

1081100

ORI

1900 S. Cage Blvd., Pharr, TX 78577

Agency Address/City/Zip Code

PARTICIPATING AGENCY REPRESENTATIVES

Michael Rodriguez

Printed Name of Participating Agency Primary Representative

Signature

Jose De Hoyos

Printed Name of Participating Agency Alternative Representative

Signature

TEXAS DEPARTMENT OF PUBLIC SAFETY

Mike Lesko

Printed Name

Signature

Chief

Title

Date

Revised 01/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.D.
DATE SUBMITTED: September 30, 2022
MEETING DATE: October 3, 2022

FROM: Sergio Alanis, Parks & Recreation Director

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, ratifying Agreement with the National Wildlife Federation for the donation of native seed to be distributed at designated park areas throughout the City of Pharr. **This item supports QL - Quality of Life.**

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

Issue: The City and NWF will work together to distribute/plant native seed of various fauna species at designated nature park areas.**This item supports QL - Quality of Life.**

Fiscal Consideration: Grant funded seed, in-house assistance to distribute

Staff Recommendation: Staff recommends City Commission approve this item.

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Sergio Alanis	Created/Initiated - 9/30/2022
Patricia Rigney	Approved - 9/30/2022
City Management Office	Final Approval - 9/30/2022

AGREEMENT

This Agreement (the "Agreement") is entered August 1, 2022 (the "Effective Date"), by and between the National Wildlife Federation, a 501(c)(3) organization with a charitable mission of uniting all Americans to ensure wildlife thrive in a rapidly changing world ("NWF"), located at 11100 Wildlife Center Drive, Reston, Virginia, 20190, and City of Pharr located at 1011 W. Kelly Ave, Pharr, Texas 78577 ("Contractor").

1. **Project**: Contractor will provide the deliverables described in the Statement of Work ("SOW") attached hereto as Exhibit A. During the Term of this Agreement, NWF may contract with Contractor to perform additional deliverables, which shall be described in a SOW and which shall be covered by the terms of this Agreement, unless otherwise specified by the parties in writing. NWF's contact person for this project is Rebeca Quiñonez-Piñón.

2. **Expenses:** Contractor shall pay all expenses. After the Effective Date of the Agreement, to the extent Contractor may incur unexpected expenses for special events or travel, those expenses may be reimbursed by NWF on case by case basis provided that Contractor receives prior written approval from NWF contact person prior to incurring such expenses.

3. **Term**: The Term ("Term") of this Agreement is from the Effective Date through December 31, 2022, unless terminated sooner as provided below.

4. **Termination:** This Agreement may be terminated by either party for material breach upon five (5) days written notice, provided that the terminating party has given the other party notice of the material breach and a reasonable opportunity to cure. This Agreement may be terminated by either party without cause upon thirty (30) days written notice from the terminating party. As appropriate, NWF will pay amounts due for work completed through the date of termination; any deposits or other amounts paid to Contractor but not yet utilized will be returned to NWF within thirty (30) days from the termination date. Upon termination, Contractor promptly shall turn over to NWF all working files, drafts, research, or other work product created under this Agreement.

5. **Independent Contractor Status**: Nothing in this Agreement shall create any employment, joint venture, agency, or partnership relationship between the parties. Contractor acknowledges that it is an independent contractor and solely responsible for complying with all laws, including all taxes on payments from NWF. NWF shall file any required information with the IRS and similar state or local agency regarding payments under this Agreement. Contractor is responsible for its own and hereby waives any claims it may have for: benefits, workers compensation, and insurance; Contractor agrees to indemnify and hold NWF harmless from any liabilities, claims, or actions relating to employment taxes or benefits.

6. **No Contracting Authority**: This Agreement does not grant to Contractor any authority to enter into an agreement, hire personnel or purchase goods or services for or on behalf of NWF.

7. **Work Space and Equipment**: Contractor shall furnish all necessary tools and equipment necessary to complete the deliverables, which shall be performed primarily at Contractor's own office.

8. **Warranties and Representations**: CONTRACTOR REPRESENTS AND WARRANTS THAT: (I) IT HAS THE RIGHT AND ABILITY TO ENTER THIS AGREEMENT AND PERFORM THE OBLIGATIONS HEREUNDER; (II) ALL MATERIALS PREPARED BY CONTRACTOR HEREUNDER WILL BE ORIGINAL TO CONTRACTOR OR MATERIALS FOR WHICH CONTRACTOR HAS OBTAINED ANY REQUIRED PERMISSIONS SO THAT NWF'S USE OF IT WILL NOT INFRINGE ON THE RIGHTS OF ANY THIRD PARTY; (III) NWF WILL NOT INCUR ANY LIABILITY OR FINANCIAL OBLIGATION TO ANY THIRD PARTY BASED ON ITS USE OF MATERIALS CREATED BY CONTRACTOR HEREUNDER; AND (IV) CONTRACTOR WILL NOT INTERFERE WITH NWF'S BUSINESS OR WORK.

9. **Charitable Funds**: Contractor shall not at any time (i) solicit funds, assets, or property for charitable purposes on behalf of NWF; (ii) receive or control funds, assets, or property for charitable purposes on behalf of NWF; or (iii) employ, procure, or engage any compensated person to solicit, receive, or control funds, assets, or property for charitable purposes on behalf of NWF. NWF will at all times maintain and control all contributions received from NWF fundraising activities, if any.

10. **Indemnification**: To the extent allowed by law, Contractor shall indemnify and hold NWF, including its officers, employees, agents, affiliates, volunteers and others working on behalf of NWF, harmless from any and all allegations, claims, costs, and liabilities arising out of Contractor's performance or breach of this Agreement that are the result of Contractor's negligence, recklessness, unintentional or intentional wrongdoing, including infringement of any rights of any third party, including copyright, patent and/or trademark rights..

11. **Insurance**: Each party will ensure that it carries prudent and reasonable insurance for its activities.

12. **Intellectual Property**:

    a. **Copyright:** All original works of authorship created by Contractor within the scope of the SOW (the "Works") are the sole property of NWF and shall be deemed "works made for hire" for NWF, with NWF deemed the author, under applicable U.S. Copyright laws. Contractor

acknowledges and agrees that the Works belong to and shall be the sole and exclusive property of NWF. To the extent that ownership of the Work does not automatically vest in NWF and/or the Work is not deemed to be a "work made for hire", then Contractor does hereby irrevocably grant and assign all right, title and interest in and to the Works to NWF in perpetuity throughout the world and in all manner, media and channels of distribution now known or hereafter devised, developed or created, including but not limited to electronic media and the Internet, effective automatically as of the creation thereof.

b. **Trademarks:** Contractor agrees and does hereby assign, transfer and/or convey to NWF the entire right, title, interest in and to any trademark or service mark developed by Contractor within the scope of the SOW ("Marks").

c. **Work Product:** Contractor agrees and does hereby assign, transfer and/or convey to NWF the entire right, title, interest in and to any and all other work product created by Contractor under this Agreement, including datasets from observations, investigations, instruments, surveys, statistical data, metadata, recordings, images, video, software and text.

d. **Use of Intellectual Property:** Contractor will not use, disseminate, disclose or publish any Work, Mark or Work Product in whole or in part without the prior written permission of NWF. Contractor agrees: (a) to disclose promptly in writing to NWF all Works, Marks or Work Product hereunder; (b) to cooperate with and assist NWF to apply for, and to execute any applications and/or assignments reasonably necessary to obtain, any copyright, trademark or other statutory protection for any such Work, Mark or Work Product in NWF's name as NWF deems appropriate; and (c) to otherwise treat all such materials as "Confidential Information or Trade Secrets," as is defined herein. Contractor hereby waives any right of "droit moral" or similar right. As the copyright holder, NWF may, in its sole discretion edit the Work and all materials prepared or delivered by Contractor to NWF under the terms of this Agreement. NWF may also choose not to publish, use or disseminate any Work, Mark or Work Product. The terms of this paragraph shall survive the termination of this Agreement.

13. **Approval**: NWF will, at all times, maintain control over the content, creative design, schedule, recipient lists, and volumes of its communications. No communication shall be finalized under this Agreement until NWF has approved copy, content, and art in the communication.

14. **Confidentiality**: "Confidential Information or Trade Secrets" consist of information and materials from NWF and knowledge about the business of NWF other than information that is or becomes part of the public domain through no fault of the Contractor or that NWF regularly gives to third parties without restriction on use or disclosure. Confidential Information or Trade Secrets

includes, but is not limited to schedules, business plans, costs, names, marketing plans, licensing plans, research, preliminary drafts, supporting materials or other information related to the planning, production, licensing or distribution of NWF products. Confidential Information or Trade Secrets shall be considered confidential if provided to the receiving party in written or electronic form and marked as "CONFIDENTIAL," "PROPRIETARY," or similar conspicuous legend, if provided orally or visually, is identified as confidential at the time of delivery and promptly confirmed as confidential in writing to the receiving party, or which a reasonable person would not recognize from the surrounding facts or circumstances to be confidential or secret. Except as required by law, court order, or otherwise, Contractor agrees that he or she will not at any time directly or indirectly disclose Confidential Information or Trade Secrets in any way, commercially or otherwise, other than as is reasonably required to carry out the SOW. Contractor agrees not to allow any unauthorized person access to Confidential Information or Trade Secrets and to take all action reasonably necessary and satisfactory to protect such Confidential Information or Trade Secrets. Due to the unique and valuable nature of Confidential Information and Trade Secrets, NWF shall be entitled to injunctive relief preventing the dissemination of Confidential Information and Trade Secrets in violation of the terms of this Agreement. NWF shall be entitled to recover its costs and fees, including reasonable attorneys fees, incurred in obtaining any such relief. Contractor shall return any materials provided by NWF upon NWF's request, or when Contractor no longer needs the materials for its work under this Agreement, or promptly upon termination of this Agreement, whichever occurs first. This provision shall survive the Term and termination of this Agreement, and extend for five (5) years beyond the Term of this Agreement.

15. **Notice to NWF:** Any notices required or otherwise given to NWF with regard to this Agreement shall be given in writing and shall be delivered and addressed as follows: all legal notices by certified or registered mail to Office of General Counsel, National Wildlife Federation, 11100 Wildlife Center Drive, Reston, VA 20190; all project-related notices by email, certified mail, or facsimile to the NWF project representative specified herein; or, to in such other form and to such other address as NWF may from time to time specify in writing.

16. **Miscellaneous**:

    a. This Agreement cannot be assigned by either party without the prior written consent of the other party.

    b. This Agreement shall be governed by Texas law. Any dispute shall be determined by a court of competent jurisdiction in Hidalgo County, Texas.

c. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limit to that party's right to enforce any other provision of this Agreement.

d. This Agreement sets forth the entire agreement of the parties and supersedes all previous and contemporaneous written or oral negotiations, commitments, understandings, or agreements relating to the subject matter of this Agreement. It can only be amended in a writing signed by both parties.

e. If any provision of this Agreement is invalid or unenforceable for any reason, the remaining provisions shall survive.

f. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

g. Environmental Requirements: Because of the shared mission of NWF and Contractor, the parties will endeavor to use recycled paper, packaging and shipping materials ("recycled" defined as containing a minimum of 10% post consumer materials), shall not use Styrofoam in packing materials, and shall strive to be energy efficient and "green" in its operation. NWF is available to advise on "green" operation.

h. Notwithstanding any language to the contrary herein, in no event shall either party be liable to the other for any incidental, consequential or special damages of any kind hereunder, even if informed of the possibility of same.

i. Neither party shall have the power to bind or obligate the other party or commit to expenses to be borne by the other party without the permission of the other party. This Agreement shall not be construed as putting the parties in the relationship of partners or joint venturers.

j. Nondiscrimination: The parties shall not discriminate.

k. Neither party shall be liable for its non-performance caused by an unforeseeable cause beyond the control of and without the negligence of the party claiming force majeure, such as fire, flood, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, etc.

National Wildlife Federation
11100 Wildlife Center Drive
Reston, VA 20190

Signature: _____

Name: Meg Haenn

Title: Dep Director SCRC

Phone: 512-610-7753

Date: 9/28/2022

Contractor: City of Pharr
1011 W. Kelly Ave
Pharr, Texas
78577

Signature: _____

Name: Anali Alanis

Title: Interim City Manager

Phone: 956-402-4100

FIN: 74-6001875

Date: 09/27/2022

EXHIBIT A

- Identify vendors who can provide eco-region-specific or regionally appropriate native seed mix that includes milkweed and nectar-producing plants that bloom through the adult monarch life cycle.
- The seed mix must be approved by the NWF before planting. September 15, 2022.
- Engage its underserved local community in at least 3 community planting days in order to increase awareness and promote the education of native habitat and its significance. December 31, 2022.
- Provide at least one high-quality photo from each site that shows project implementation. December 31, 2022.
- Selected sites and need for removal of invasive species are:
    - City of Pharr maintenance team will assist with mechanical removal of trees
    - Pharr/Vanguard Academy Birding & Nature Center (~2.5 acres need spraying) – 1025 S. Richmond Dr., Pharr, TX, 78577
    - Dr. William Long City/School Park (~0.14 acres need spraying) – 1000 E. Eldora Rd., Pharr, TX, 78577
    - Allen & William Arnold City/School Park (~0.55 acres need spraying) – 615 W. Eldora Rd., Pharr, TX, 78577
    - Development & Research Center (~2 acres need spraying) – 850 W. Dicker Rd., Pharr, TX, 78577 (City of Pharr Public Works team will mechanically remove cattails)
    - New nature site, unnamed (~8 acres need spraying) – 901 W. Moore, Pharr, TX, 78577
- Ensure that those selected sites are restored timely with the native seeds and seedlings provided by the National Wildlife Federation.
- Coordinate with the plant provider about delivery times
- Submit a final copy of the management or maintenance plan that applies to each property enhanced or restored in this project. October 1, 2022.
- Actively manage properties for monarch butterflies and pollinators for at least 3-5 years. City of Pharr groundskeepers will be responsible for irrigation and will be supervised by the Urban Ecologist to ensure the best watering and trimming practices. Photos, GIS data, and species monitoring will be utilized for documenting the progress and health of the restored areas. Ongoing.

- To the best of its ability, participate in NWF webinars about urban habitat restoration for monarch butterflies and pollinators. Ongoing.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.E.
DATE SUBMITTED: September 30, 2022
MEETING DATE: October 3, 2022

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, ratifying Agreement between City of Pharr and Hidalgo County Emergency Services District No. 2 for EMS services.**This item supports QL - Quality of Life.**

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

Issue: esd 2 has requested an additional 45 days of ems services from the COP.

Fiscal Consideration: n/a

Staff Recommendation: Approval

Alternatives: disapprove

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

ROUTING:

Ed Wylie	Created/Initiated - 9/30/2022
Karla Saavedra	New -
Patricia Rigney	
City Management Office	

AGREEMENT AND RELEASE OF CLAIMS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

THIS VOLUNTARY AGREEMENT AND RELEASE ("Agreement") is made by and between Hidalgo County Emergency Services District No. 2 (hereinafter referred to as "HESD"), a political subdivision of the State of Texas, and the City of Pharr, its representatives, agents, partners, and assigns (hereinafter referred to as "the City"). HESD and the City shall be referred to herein jointly as the "Parties." This Agreement is the final agreement between HESD and the City and it controls the provision of emergency medical services between the Parties after the date of this Agreement.

RECITALS:

WHEREAS, the parties entered into a contract entitled the "Interlocal Cooperation Agreement for Emergency Medical Services between the City of Pharr, Texas and Hidalgo County Emergency Services District #2" (hereinafter referred to as the "ICA") (attached hereto) for the provision of emergency medical services to HESD by the City for compensation beginning May 29, 2021 through May 29, 2024 ; and

WHEREAS, the City desires to terminate the provision of emergency medical services to the HESD prior to the May 29, 2024 end date of the contract; and

WHEREAS, the Parties desire to compromise and settle all claims and causes of action of any kind whatsoever that HESD may have against the City or any agent, employee, partner, commissioner and assigns (in their official or individual capacities) arising out of the performance of the ICA through the period of May 29, 2021- through May 29, 2024, or obligation of either party; and

WHEREAS, the Parties desire to compromise and settle all claims and causes of action of any kind and continue under exact terms of the ICA until Monday, November 14, 2022, which will take the place of March 29, 2024 date as the ICA termination of services date, and intend that the full terms and conditions of their compromise and settlement be set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, promises, and agreements set out below, including the recitals set forth above, and with the express intention of settling and extinguishing all obligations, demands, claims, causes of action, and liability of relating to the early termination of the ICA between the Parties, the Parties voluntarily agree as follows:

AGREEMENT

1. Hidalgo County Emergency Services District No. 2 received correspondence dated August 22, 2022, and correspondence sent to Hidalgo County Emergency Services District No. 2 on September 14, 2022 stating that as of September 30, 2022, the City of Pharr will no longer be able to provide emergency medical services to the HESD as outlined in the in the ICA between the City of Pharr, Texas and HESD. The aforementioned contract specified services that would be provided by City of Pharr to Hidalgo County Emergency Services District No. 2 beginning on May 29, 2021 through May 29, 2024. In exchange for the consideration described below, the HESD has voluntarily agreed to resolve all issues arising from the early termination of the ICA without the necessity for further litigation or pursuit of any claim arising from the early termination of the ICA.

2. In exchange for the above and as consideration for this Agreement, the City agrees to provide Emergency Medical Services to HESD as outlined in the ICA through November 14, 2022. November 14, 2022 will become the new end date of the ICA, replacing the former date of May 29, 2024.

3. HESD will be billed the $16,371.58 per month through the termination date of November 14, 2022, and will not owe anything further than the monthly rate for each month of services provided to the HESD, which may be prorated for the month of November 2022.

4. The City's provision of emergency medical services pursuant to the ICA described in section 2 and the exchange by the Parties of release of liability set out in section 1 shall constitute full and final satisfaction of the City's obligations under the ICA.

5. This Agreement is entered voluntarily between the Parties, and the Parties understand and agree that the terms of this Agreement are contractual and not merely recitals, and that the agreements and consideration paid are to compromise disputed claims, avoid litigation, and buy peace, and that no statement or consideration given shall be construed as an admission of any liability or wrongdoing by or on behalf of either Party.

6. HESD's Release. In exchange for the consideration set out here, which the HESD specifically acknowledges to be sufficient consideration to support this Agreement, HESD irrevocably and unconditionally WAIVES, RELEASES, ACQUITS, INDEMNIFIES, HOLDS HARMLESS, AND DISCHARGES the City, along with its respective current and former affiliates, affiliated entities, agents, heirs, Commissioners, trustees, employees, fiduciaries, assigns, representatives, officers, insurers, attorneys, and any other person acting on behalf of the City of and from all causes of action, arising or occurring due to the early termination of the ICA. HESD WAIVES, RELEASES, ACQUITS, INDEMNIFIES, HOLDS HARMLESS, AND DISCHARGES these claims, causes of action and liabilities.

The RELEASE and WAIVER in this Agreement does not apply to claims that may arise after the date this Agreement is signed by the City or claims that may not be waived or released as a matter of law.

7. The City represents that this Agreement has been reviewed by legal counsel.

8. The Parties agree that each party shall be responsible for the payment of their own respective attorneys' fees. In the event either of the Parties brings an action against the other party under the terms and provisions of this Agreement, the losing party in that action agrees to pay the prevailing party's reasonable attorneys' fees and court costs, to be affixed by the Court.

9. This Agreement is to be performed in the State of Texas, and the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. Venue for any action brought to enforce or interpret this Agreement shall be brought in Hidalgo County, Texas.

10. In the event that any one or more provisions (or any portion thereof) of this Agreement is held to be invalid, unlawful, or unenforceable for any reason, the invalid, unlawful, or unenforceable provision (or portion thereof) shall be interpreted or modified so as to provide the Parties with the maximum protection that is valid, lawful, and enforceable, consistent with the intent of the Parties in entering into this Agreement. If such provision (or portion thereof) cannot be interpreted or modified so as to be valid, lawful and enforceable, that provision (or portion thereof) shall be severed from the remainder of this Agreement (or provision), and the remainder shall continue in effect and be construed as broadly as possible, as if such invalid, unlawful or unenforceable provision (or portion thereof) had never been contained in this Agreement.

11. This Agreement is the product of arm's length negotiations between the Parties and their counsel, and no party shall be deemed to be the drafter of any provision or the entire Agreement. The wording in this Agreement was reviewed and accepted by all Parties after reasonable time to review with legal counsel, and no Party shall be entitled to have any wording of this Agreement construed against the other Party as the drafter of the Agreement in the event of any dispute in connection with this Agreement.

12. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. The Parties further agree that they shall execute any and all documents necessary to affect the intent and purposes of this Agreement. Each Party agrees that facsimile signatures shall have the same effect as original signatures.

13. The City agrees that if it breaches any of the obligations set forth in this Agreement and the ICA including, but not limited, to the provision of emergency medical services through November 14, 2022, such a breach would cause harm to the HESD and its operations, for which HESD may recover damages or other relief, including injunctive relief, a payment of all reasonable attorneys' fees, and any other compensatory damages incurred by the City's breach.

14. The paragraph headings of this Agreement are for convenience only and are not intended to have any effect in construing or interpreting this Agreement. The term "including" in this Agreement is used to list items by examples only, not provide an exhaustive list.

15. Authority. Each signatory below acknowledges, represents, and warrants that they have the requisite authority to execute this Agreement and Release of Claims in their designated capacities.

PLEASE READ THIS SETTLEMENT AGREEMENT CAREFULLY.

Date: 9-30-22

By: E. Wylie
Edward M. Wylie
Deputy City Manager

STATE OF TEXAS §
COUNTY OF HIDALGO §

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Edward M. Wylie 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 expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of September, 2022.

_____
Notary Public in and for the State of Texas

Hidalgo County Emergency Services District
No. 2

Date: _____ By: _____

Judge Jason Pena
Chairman

Attest

Date: _____ By: _____

Tony Sandoval
Accountant

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.F.
DATE SUBMITTED: September 23, 2022
MEETING DATE: October 3, 2022

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into contract with Off Duty Management (ODM) for management, oversite, and assignment of Police Officers for off-duty employment with local vendors. **This item supports SSC - Safe and Secure Community**.

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

Issue: The Pharr Police Department request to utilize Off Duty Management for purposes of managing off-duty work which includes management, oversite, and assignment of police staff for off-duty employment with local vendors. **This item supports SSC - Safe and Secure Community**.

Fiscal Consideration: There will be no cost to the City of Pharr or department, because ODM's fee's will be covered by the vendors.

Staff Recommendation: Staff recommneds approval

Alternatives: Not approve request

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

ROUTING:

Joel Robles	Created/Initiated - 9/23/2022
Juan Gonzalez	Approved - 9/30/2022
Patricia Rigney	Approved - 9/30/2022
City Management Office	Final Approval - 9/30/2022

OFF DUTY MANAGEMENT

Built By Officers For Officers

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of the Effective Date below and is between OFF DUTY MANAGEMENT, Inc., a Texas Corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 ("ODM" or "Contractor") and the City of Pharr, having its principal offices at 118 South Cage Boulevard, Pharr, Texas 78577 ("Client" or "Agency"). ODM and Client are sometimes individually referred to herein as "Party" and collectively as the "Parties."

"Effective Date" _____

If no date is specified, the Effective Date of this Agreement is the date of the last signature below.

"Recitals" **In consideration of the reciprocal promises, covenants and agreements contained in the Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.**

TERMS & CONDITIONS

1. Services

1.1 Statements of Work and the Services.

(A) Except where expressly stated otherwise to the contrary, ODM shall perform, at its sole expense, the Services described in this Agreement, and any applicable Statements of Work (or schedules or other attached documents) that the Parties may execute from time to time during the term of this Agreement. As used in this Agreement, "Statement of Work" or "SOW" means a Statement of Work executed pursuant to this section 1.1, including all schedules, exhibits, and attachments thereto, as each may be amended from time to time and agreed to in writing by an authorized representative of the Parties. "Services" as used in this Agreement means, collectively, the services, deliverables, and functions to be provided by ODM under this Agreement. ODM shall provide the requisite staff, and resources necessary to provide Client with the services described in this Agreement, and any applicable Statement of Work. ODM shall provide Client with support services for the coordination, management, and provision of its personnel related to the Client's off duty uniformed officer outside employment services. ODM shall provide Client with support and administrative services specific to Customer off duty outside employment requests and assignments that include, but are not limited to scheduling, billing, payroll, and reporting.

(B) Each Statement of Work shall include a description of the Statement of Work, schedules, rates, and other specifications and terms the Parties agree are applicable to such Statement of Work. Statements of Work shall, upon execution by authorized representatives of the Parties, be deemed incorporated into this Agreement.

(C) Customer is defined as any person or entity requesting Client's off-duty officer outside employment services.

Invoicing and Payment. Client acknowledges that ODM will charge Customers the officer's pay rate plus an administrative fee per assignment as specified in the applicable Statement of Work and any applicable sales tax if required by any state or local taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the services requested, including any applicable administrative fee, and sales tax. Customer shall pay ODM's invoice(s) within thirty (30) days after the date that Customer receives such invoice(s). An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services at one or more of Customer's facilities following ODM's provision of at least two (2) days' notice to Customer.

- Credit Card Payments: For customers paying by credit or with a debit card there will be an additional 3.0% bank fee assessed.

2. Term and Termination

2.1 This Agreement is valid for a term of two years from the date of the most recent signature unless terminated in accordance with the terms of this Agreement. "Term" in this Agreement includes the aforementioned period in addition to any applicable renewal.

2.1 Renewals. With the mutual written consent of the Parties, the Term of this Agreement may be renewed up to a maximum of two (2), one (1) year periods. Any renewal under this subsection 2.2, will be a continuation of the same terms and conditions as set forth in this Agreement, and any applicable addendums. Contractor has the ability to adjust the current customer administrative fee based on inflationary factors up to 1.5% in conjunction with renewal. Contractor must provide no less than 30 day written notice in conjunction with any renewal increases. This Agreement will be deemed to be renewed up to renewal limitations established in 2.2, unless either Party provides notice of intent not to renew at least 30 days prior to the renewal date.

2.2 Termination.

(A) Either party may terminate this Agreement for convenience and without cause, at any time, by giving the other party, thirty (30) days advance written notice designating the date of termination.
Any notice required or permitted under this Agreement shall be sent in accordance with Section 8 of this Agreement.

(B) Each party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other party.

(C) It is the intent of the Parties that, where allowed by law, they be placed in their respective positions immediately before their entry into this Agreement in the event of a termination or expiration of this Agreement.

2.3 Permits and Licenses. ODM shall, at ODM's expense, obtain and maintain all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, the Client shall provide reasonable assistance in obtaining permits, licenses, and government approvals.

2.4 Business Name. ODM shall conduct business under its own name. ODM shall not use the Client's name, nor the name of Client's Affiliates, in providing the Services.

2.5 Contractor's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Client shall have no authority to direct the day-to-day activities of ODM or any of ODM's employees, agents, or independent contractors (together with Contractor, the **"Staff"**). Client retains authority and responsibility for officers' behavior when working off-duty for a private entity.

3. Relationship

3.1 Client and ODM agree that neither party has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party.

3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.

3.3 Client is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to.

3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

4. Confidential Information

4.1 Definition of Confidential Information. Any information disclosed by either Client or ODM as a **"Disclosing Party"** to the other party as a **"Receiving Party"** or otherwise learned by the Receiving Party in connection with the performance of the Services here under, and marked as "Confidential", or any information whose confidential nature is reasonably obvious from the content of the information and context of the disclosure ("Confidential Information") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Client, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; or formulae, products, processes, procedures, programs, inventions, systems, or designs of the Disclosing Party.

4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of Disclosing Party. Receiving Party agrees not to use any Confidential Information for any purpose except pursuant to this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party. The Receiving Party shall not use any Confidential Information for any purpose other than pursuant to this Agreement. Such obligations do not apply to information which 1) is or hereafter becomes generally known, or 2) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure, or 3) is subject to the Texas Public Information Act as provided by Texas Government Code 552.

4.3 Protection. ODM will implement and maintain safeguards for Confidential Information sufficient to (1) ensure the security and confidentiality of the Confidential Information, (2) protect against anticipated threats or hazards to the security or integrity of such Confidential Information, and (3) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Confidential Information to protect the privacy of such information. At a minimum: (i) ODM shall not transmit Confidential Information across unsecured communication channels or wireless LANs, and shall ensure that all Confidential Information, whether in transmission or storage is secured against unauthorized access and/or distribution through encryption, authentication and robust access, distribution and replication controls; (ii) ODM shall implement security assessment tools to monitor the system resources and security controls; (iii) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems, and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; (iv) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Confidential Information.

4.4 Security. ODM will notify Client as soon as possible in the event it believes or has reason to believe, that either a loss of Confidential Information or security breach has occurred and will provide assistance in identifying appropriate information relating to the breach.

4.5 Return. Within five days following the earlier of (i) the request of the Disclosing Party, or (ii) the expiration or termination of this Agreement, Receiving Party shall return to the Disclosing Party or destroy all Confidential Information and all related documents and materials. Such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable.

4.6 Injunctive Relief. The parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Agreement pertaining to the Confidential Information and intellectual property and that the Disclosing Party or its customers or suppliers may suffer irreparable injury as a result. In the event of any such breach or threatened breach, the Receiving Party hereby consents to the granting of injunctive relief without the posting by the Disclosing Party of any bond or other security.

5. Trademarks and Intellectual Property

5.1 Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other party's prior written consent. Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.

5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.

5.3 The performance of the Services may require Client to make use of ODM's technology, such as but not limited to OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Client acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Client's obligations hereunder.

6. Warranties

6.1 ODM warrants that all Services provided hereunder shall be performed in accordance with generally accepted standards for the industry to which such Services relate. If any Service or work product does not meet the warranties set forth above, ODM will do everything necessary, without charge, to bring the Services or work product, as applicable, into compliance with such warranties in a timely manner. Client acknowledges that the furnishing of the Services provided for herein by ODM does not guarantee protection against all contingencies.

6.2 ODM warrants that it will perform and provide the Services in compliance with all policies and procedures of Client as may be provided from time to time by Client, and all laws, rules, and regulations applicable to the Services and/or Contractor in its performance and delivery of the Services. Should those laws, rules, and regulations change after the execution of this Agreement, ODM may be entitled to an equitable adjustment to this Agreement.

7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance coverages throughout the term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M Best):

General Liability	$2,000,000 Each Occurrence/$3,000,000 Aggregate
Employer's Liability	$1,000,000 per occurrence
Workers Compensation	State Statutory Workers Compensation Insurance

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder.

All certificates of insurance shall name Client as additional insured with respect to general liability coverage and shall require that Client be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Client prior to the Agreement Effective Date, and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

8.1 Notices. Legal Notices under this Agreement shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties as follows:

If to ODM, to Principal Place of Business: 1906 Ave D, #200, Katy, Texas 77493; and If to Client, to:

Attn: Anali Alanis, Interim-City Manager, City of Pharr, 118 South Cage Boulevard, Pharr, Texas, 78577

8.2 Assignment and Delegation

(a) No Assignment or Delegation. Neither party may assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party. Any such assignment or delegation is prohibited under this subsection, except for a change of control, in which instance an assignment of rights and obligations is deemed to be approved.

(b) Ramifications of Purported Assignment or Delegation. Without limiting any other remedy ODM may have against Client for such purported assignment, any purported assignment of rights or delegation of performance in violation of this section is void.

(c) Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

8.3 Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law thereof. Further, the parties expressly consent to the exclusive jurisdiction and venue in the state or district courts of Hidalgo County, Texas Accordingly, any action or proceeding brought by either party which is based on, or derives from, this Agreement will be brought to such courts.

8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party shall, to the extent allowed by law, be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including without limitation direct and reasonable attorney fees, the fees and costs of experts and consultants,) incurred by such party in such suit or action, including without limitation any post-trial or appellate proceeding.

8.5 Limitation of Liability. To the extent permitted by law, neither party will be liable to the other or any third party for lost profits, incidental, consequential, punitive, special, exemplary, or indirect damages of any kind, even if such party has been advised of such damages in advance or such damages were foreseeable.

8.6 Entire Agreement. This Agreement (including, without limitation, all applicable schedules and attachments referenced in and attached to this Agreement) constitutes the final, complete, and exclusive statement of the agreement between the

parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each party.

8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Trademarks and Intellectual Property, Confidentiality, Warranties, Limitation of Liability, Insurance, and any other provisions that by their nature are intended to survive expiration or termination of this Agreement.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each party agrees to accept telefax signature pages as originals.

8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Client and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with or arising out of any such employment contract except to prepare checks and to pay any such employee who is a party to such a contract, in conformity with the information provided by Client. With respect to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite, Client shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination.

8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of ODM. Any individual signing this Agreement on behalf of Client represents, warrants, and guarantees that he or she has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.

8.13 Waiver. No delay or omission by a party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.

8.14 Force Majeure. Neither party shall be liable to the other party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control including but not limited to acts of God, war or national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators or other competent authorities or interruption of, or inability in obtaining, supplies or services from third parties.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Off Duty Management, Inc:

By: _____

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: _____

Agency: **City of Pharr**

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A
STATEMENT OF WORK

Scope of Services **Date: 09/17/2022**

Off Duty Management (ODM) will manage all external customer requests for the off-duty officers outside employment services as of Go Live date. ODM will manage the following for the agency:

- Officer Payroll
- Scheduling
- Invoicing/Collections

Policies/Procedures

- ODM will comply with all applicable agency orders, rules, and policies.
- ODM will coordinate with the agency should there be any questions with a customer or assignment.
- Agency will modify existing off-duty policies to incorporate ODM management and administration.

Payroll/Rates and Fees

- Officers interested in working for ODM will be required to sign up as 1099 contractors for ODM.
- Officers will be paid weekly for any work completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Regular	$45	
Traffic	$50	
Supervisor	+$5	=/>4 officers
Holiday*	+$10	
Emergency**	+$10	

* The holiday rate will apply to the following days: New Year's Eve., New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

Customer Fees

- Officer hourly pay rate plus 12 % ODM admin fee per hour or $6 ODM admin fee per hour whichever is greater.

Scheduling

Assignment Selection

- Assignments will be pushed out to officers via OfficerTRAK® to their mobile devices once received and approved.
- Officers will select and work shifts on a first come first served basis.

Min and max per shift work

- 2 hours minimum per request.

- Officers are limited to work a combined (agency/off-duty) total of 16/24 hours per/day and 32 hours per week. (Monitored by agency).

Minimum Job Notification

- 48 hours prior to shift start required for requests.
- If a request is received less than 48 hours prior to assignment the emergency pay rate goes into effect.

Agency Assignment

- Requests submitted through the agency website will default to that agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for the agency:
  - TBD

Insurance Coverages

- ODM will provide liability and state statutory worker's compensation coverage. City will be named as primary and will be provided COI.

OfficerTRAK® Software

- Officers working for ODM will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view ODM assignments requested through their agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage internal assignments only (limited to agency and city assignments). Internal assignments and ODM will be viewed by officers in the same app. ODM will maintain officer information for both databases.
- Agency will create a web page with a link to OfficerTRAK® for customers to request service online.

OfficerTRAK® Training

ODM will provide the following training:

Onsite

• Administrators – Training guides and onsite training
• Officers – Training guides, practice jobs and onsite training

Online

• Administrators – Training guides and WebEx training
• Officers – Training guides and practice jobs

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.G.
DATE SUBMITTED: September 28, 2022
MEETING DATE: October 3, 2022

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Agreement with Pyro Shows of Texas for the Veteran's Day Fireworks Display to be held Saturday, November 5, 2022 and in the amount of $40,000.00.**This item supports QL - Quality of Life.**

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

Issue: As part of the ceremonies honoring the armed forces veterans in our City, a public fireworks display display will be held the evening of Saturday, November 5, 2022.

Staff is proposing entering into an agreement with Pyro Shows of Texas for two (2) fireworks sites. The event will be a simultaneous fireworks display on both the North and South sides of the City. The vendor has submitted an agreement for a cost of $20,000 per site for an aggregate cost of $40,000.
(Project# 2223-01-515-IPQ001-001)

Fiscal Consideration: Funding has been budgeted for the Veteran's Day Fireworks Display.

Staff Recommendation: Based on review by this office, staff recommends approval of the agreement with Pyro Shows of Texas for two (2) simultaneous fireworks displays in the amount of $40,000.00.

Alternatives: Cancel fireworks display

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

ROUTING:

Pilar Rodriguez	Created/Initiated - 9/28/2022
Ignacio Amezcua	Approved - 9/28/2022
Patricia Rigney	Approved - 9/29/2022
Karla Saavedra	Approved - 9/30/2022
City Management Office	Final Approval - 9/30/2022

PYRO SHOWS OF TEXAS, INC.
Contract Agreement

This Agreement made on **September 22, 2022,** by and between **PYRO SHOWS OF TEXAS INC., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas 76135,** and hereinafter referred to as **"PYRO SHOWS"** and **Pharr, City of** with its principal place of business located at **118 S Cage Blvd Pharr, TX 78577** hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order **#22-TX-1105-C-20000-000177** dated **September 22, 2022.** The Show will be given on **November 5, 2022.** Rain date/postponement date: **to be determined.**

II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show**.**

III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.

IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.

V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

VI. **INDEMNIFICATION AND HOLD HARMLESS:** To the extent allowed by Law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

PYRO SHOWS OF TEXAS, INC.
Contract Agreement

VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

IX. PERMITS AND LICENSES: PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Hidalgo County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

X. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

XI. ADVERTISEMENT AND PROMOTIONS: Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.

XII. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of $10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

XIV. PAYMENT TERMS: Pharr, City of shall pay PYRO SHOWS **$ 20,000.00** plus applicable taxes in the amount of **$ 0.00** for a grand total of **$ 20,000.00** according to the terms and conditions set forth for presenting the Show. Customer shall submit a **50%** deposit **($ 10,000.00)** upon return of signed contract by **October 5, 2022.** Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

TAXES: Customer shall be responsible for all applicable sales taxes.

PYRO SHOWS OF TEXAS, INC.
Contract Agreement

IMPORTANT: Checks must be made payable to **PYRO SHOWS OF TEXAS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY:_____ **DATE:**_____

Chad Stanley, General Manager

CUSTOMER

BY:_____ _____ _____ **DATE:**_____

Signature **Printed Name** **Title**

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

PYRO SHOWS OF TEXAS, INC.
Contract Agreement

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XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of $10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

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All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY:_____ **DATE:**_____
Chad Stanley, General Manager

CUSTOMER

BY:_____ _____ _____ **DATE:**_____
Signature **Printed Name** **Title**

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EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.H.
DATE SUBMITTED: September 30, 2022
MEETING DATE: October 3, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Agreement with Angel Track, a software-based Electronic Patient Care Report. **This item supports EV - Economic Vitality.**

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

Issue: In order for EMS to be more effective with billing, we will need to move to a more compatible EPRC system.

Fiscal Consideration: $27,588

Staff Recommendation: Staff recommends approval.

Alternatives: none.

Exclude Material from Public Packet? No
Reason: This item is not excluded.

ROUTING:

Daniel Ramirez	Created/Initiated - 9/30/2022
Karla Saavedra	Approved - 9/30/2022
Patricia Rigney	Approved - 9/30/2022
City Management Office	Final Approval - 9/30/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.I.
DATE SUBMITTED: September 29, 2022
MEETING DATE: October 3, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Amendment Number 1 in the amount of $99,620.00 to the Professional Engineering Services Agreement with GDJ Engineering, LLC, for the Development and Design of Moore Road from Jackson Road to Veterans Boulevard. **This item supports IF - Infrastructure.**

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

Issue: Amendment Number 1 is an addition to the original scope of the original contract to GDJ Engineering, LLC. to include environmental studies and documents required to obtain environmental clearance for the Moore Rd. project.

Fiscal Consideration: Amendment No. 1 will result in an increase to the agreement in the amount of$99,620.00

Original Agreement: $1,799,963.00
Amendment No. 1: $99,620.00
Revised Agreement: $1,899,583.00

Staff Recommendation: Staff recommends approval of Amendment No. 1 in the amount of $99,620.00 to the agreement with GDJ Engineering, LLC, for the West Moore Road Project.

Alternatives: Reject the amendment and negotiate the environmental work with another engineering firm.

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

ROUTING:

Maria Rangel	Created/Initiated - 9/29/2022
Ruben Alfaro	Approved - 9/30/2022
Ignacio Amezcua	Approved - 9/30/2022
Karla Saavedra	Denied - 9/30/2022
City Management Office	

PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES

AMENDMENT NO. 1

The Contract between **GDJ Engineering LLC** and the **City of Pharr** which was executed by the parties on **November 30, 2021** for the **Moore Rd. Expansion Project**, is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work as outlined in Exhibit A-1 attached.

B. Modification to Section 5 – Professional Service Fee – Increase to Fee as outlined in Exhibit C-1 attached.

This amendment adds **$99,620.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from $1,799,963.00 to **$ 1,899,583.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 1

GDJ Engineering LLC
2805 Fountain Plaza Blvd. Suite A
Edinburg, TX 78539

ENGINEERING FIRM

By:_____
Signature

Robert Macheska, PE, CFM
Executive Vice President/COO

SIGNED on this the _____ day of _____, 20 ____.

_____
Anali Alanis
Interim City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ___.
.

EXHIBIT "A-1"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: City of Pharr

CONTROL: _____

PROJECT/DESCRIPTION: Moore Road Environmental Document

LENGTH: 2.25 Miles (Approx)

HIGHWAY: Moore Road

LIMITS: From Jackson Road to Veterans Blvd.

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean GDJ Engineering.

CITY shall mean City of Pharr.

LPA shall mean City of Pharr.

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

1. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
    a. An Environmental Document shall be prepared anticipating one of the following levels of clearance:
        i. A Categorical Exclusion
        ii. A Finding of No Significant Impact
    b. If it is determined that an Environmental Assessment is not sufficient, an Environmental Impact Statement shall be prepared under a supplemental agreement.
        i. A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
        ii. A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

2. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.101-2.110, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
    a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*****
    b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.

3. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
    a. Historic Structure Studies
        i. A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
    b. Archeological Studies
        i. Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
        ii. Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
        iii. Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

4. Technical Reports
   Technical reports will be scoped with TxDOT's Work Plan Development Tool (WPD) and prepared in accordance with the TxDOT Environmental Toolkit.
   a. Traffic Noise Analysis
      i. A traffic noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document.

   b. Air Quality Analysis
      i. An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project.

   c. Hazardous Materials
      i. The ENGINEER shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

   d. Biological Assessment
      i. A Species Analysis and Site Assessment will be completed in accordance with the STATE'S guidelines. The assessment shall be provided as a Technical Report and results included in the administratively complete document for the project.

   e. Water Resources
      i. A Surface Water Analysis will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.

   f. Community Impact Analysis
      i. A Community Impact Assessment will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.

5. General Guidelines for Preparation of Environmental Documents
   a. All technical reports will be submitted electronically to TxDOT.
   b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
   c. The draft administratively complete document will be submitted to TxDOT electronically.
   d. The administratively complete document will be prepared in accordance with the content and format of TxDOT Administrative Code 43 TAC §2.48 and the TxDOT Environmental Toolkit.
   e. The administratively complete document will be submitted to TxDOT electronically.
   f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client.

g. Exhibits in the environmental document shall be color copies and text shall be black and white.

ADDITIONAL RESONSIBILITIES

EASEMENTS, LETTERS OF PERMISSION, ETC.:
The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

MEETINGS:
Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:
Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

PROJECT MANAGER/ENGINEER COMMUNICATION:
The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA**'s** Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

DESIGN RESPONSIBILITIES:
The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

DOCUMENT AND INFORMATION EXCHANGE:
Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

EXHIBIT "A-1"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA's computer system.

CD Tape Required (YES or NO): YES

PROPOSAL TIME:
The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

OFFICE LOCATION:
The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539

Client: City of Pharr

"Exhibit B-1"
PROJECT DEVELOPMENT SCHEDULE
Moore Road (From Jackson Rd to Veterans Blvd)
Amendment #1 (CSJ: 0921-02-436, 437)

TASK AND DESCRIPTION	ENTITY	2022			2023											
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Moore Road Project - Amendment #1																
Notice To Proceed	PHARR															
Environmental Clearance																
Environmental Scoping Meeting w/TxDOT	GDJ															
Advertise & Prep for Public Meeting	GDJ															
Conduct Public Meeting	GDJ															
Environmental Document Preperation	GDJ															
Submit Final Draft Document	PHARR															
Agency Review & Revisions	TxDOT															
Environmental Decision	TxDOT															

CITY OF PHARR TASK
TxDOT TASK
GDJ ENGINEERING TASK

3:17 PM9/29/2022

"Exhibit C-1"
Fee Estimate

Moore Road - Project Development & Design

Amendment #1

			MANHOURS									
Project Development (Environmental Clearance) - City of Pharr - Moore Road Project - Amendment #1			Principal/Senior Project Manager	Project Manager	Agency Coordination Manager	Project/Design Engineer	EIT	Engineering Tech	Environmental Specialist	Admin/Clerical	Total Hours	Total Line Item Cost
		TASK										
		Amendment #1 - Environmental Clearance										
	1	Environmental Document (TxDOT/FHWA Clearance)	10	20	226				396	142	794	$ 99,620.00
		Subtotal (Environmental Clearance)	**10**	**20**	**226**	**0**	**0**	**0**	**396**	**142**	**794**	**$ 99,620.00**
Total Labor Hours			**10**	**20**	**226**	**0**	**0**	**0**	**396**	**142**	**794**	
Contract Rate			$ 225.00	$ 195.00	$ 160.00	$ 144.00	$ 95.00	$ 82.00	$ 125.00	$ 55.00		
Total Labor Costs			**$ 2,250.00**	**$ 3,900.00**	**$ 36,160.00**	**$ -**	**$ -**	**$ -**	**$ 49,500.00**	**$ 7,810.00**		**$ 99,620.00**

LINE ITEM EXPENSES

N/A	$ -
Total Expenses	**$ -**
GDJ Engineering Total Cost	**$ 99,620.00**