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, DECEMBER 5, 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. 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.*

3. 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.

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

A) City Engineer's Report.

B) City Events of Interest.

5. 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) Consideration and action, if any, on Ordinance amending Ordinance No. O-2020-23 regarding Substandard Structures *(2nd Reading)*. **This item supports QL - Quality of Life.** (BUILDING AND CODE COMPLIANCE)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-40 regarding Building and Standards Commission *(2nd Reading)*. **This item supports QL - Quality of Life.** (BUILDING AND CODE COMPLIANCE)

C) Consideration and action, if any, on Ordinance repealing and replacing Ordinance No. O-2022-39 regulating emergency ambulance services *(2nd Reading)*. **This item supports QL - Quality of Life.** (EMERGENCY MEDICAL SERVICES)

D) Consideration and action, if any, on Resolution entering into an agreement with the Texas Department of Transportation for street closure of US 281 (Cage Boulevard) from Business 83 to Kelly Avenue for the New Year's Ball Drop from Thursday, December 29, 2022, at 7:00 p.m. until Sunday, January 1, 2022, at 11:59 a.m. **This item supports QL - Quality of Life.** (ADMINISTRATION)

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

1. Kids at Play Learning Center LLC. representing The Rock Outreach of The Valley, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C). The property is legally described as being Lots 23 through 26, Chapa Subdivision No. 2, Pharr, Hidalgo County, Texas. The property's physical address is 413 East State Street. COZ#220963 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Melden & Hunt, Inc., representing Children's Haven International Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being 3.366 acres more or less, out of Lot 1, Children's Haven Mobile Home Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 400 East Minnesota Road. COZ#220964 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

F) PLATS:

1. Perez Consulting Engineers, representing Charles D. Mueller, Manager for Lynn Tract, L.P., A Texas Limited Partnership, is requesting final plat approval of the proposed UHS Center on Ridge Subdivision. The property is legally described as being a 3.71 acre tract of land out of and a portion of Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 400-500 Block of West Ridge Rd. SUB#220617 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Salinas Engineering Associates, representing Jorge Gonzalez, owner, is requesting final plat approval of the proposed Arnold Grove Subdivision. The property is legally described as being all of the North 20.0 acres out of Lot 103, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 4600 Block of North Sugar Road. SUB#210825 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

3. Melden and Hunt, Inc., representing Shavi Mahtani, President of West Oak Manor, is requesting preliminary and final plat approval of the proposed Vacate and Plat of West Oak Manor (Private) Subdivision. The property is legally described as being a 31.939 acres gross, tract of land, being a Vacating of West Oak Manor to Vacate and Plat of West Oak Manor (Private) Subdivision, being all of Lots 1 through 146, being out of West Oak Manor Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 5400 Block of North Sugar Road. SUB#220931 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance repealing and replacing Ordinance No. O-2010-57 in its entirety *(1st Reading).* **This item supports QL - Quality of Life.** (ADMINISTRATION)

B) Consideration and action, if any, on Resolution designating members to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO). **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

C) Consideration and action, if any, on Resolution appointing a Representative and an Alternate to the Amigos Del Valle Board of Directors for Fiscal Year 2022-2023. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

7. PURCHASING:

A) Consideration and action, if any, on renewal of hardware and software support for network security appliances for TeamPharr.Net from Netsync Network Solutions, Inc using DIR-CPO-4430. **This item supports IF - Infrastructure**. (IT)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, amending contract with Teledoc Health Virtual Care Services to include MyStrength Complete for all employees.**This item supports SG - Sound Governance and Fiscal Sustainability.** (HR)

B) Consideration and action, if any, authorizing City Manager to enter into a Master Service Agreement with the selected firms for the Construction Material Testing and Geotechnical Engineering Services Pool. **This item supports IF - Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to extend the Service Contract with Smartcom Telephone LLC. from McAllen, TX for the Direct Internet Access at Communications Building. **This item supports IF - Infrastructure**. (PURCHASING)

D) Consideration and action, if any, authorizing City Manager to extend the Service Contract with Foremost Telecommunications from Dallas, TX for the Direct Internet Access at Pharr International Bridge Building. **This item supports IF - Infrastructure**. (PURCHASING)

E) Consideration and action, if any, on 380 Comprehensive Economic Stimulus Agreement with Queenstown Park, LLC. **This item supports EV - Economic Vitality.** (ADMINISTRATION)

F) Consideration and action, if any, authorizing City Manager to negotiate and enter a Consulting Agreement for Sustainability Plan. **This item supports QL - Quality of Life.** (ADMINISTRATION)

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

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.

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

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 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 2nd day of December 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 2nd day of December 2022

HILDA PEDRAZA, TRMC / CMC
CITY CLERK

AGENDA REGULAR MEETING
December 5, 2022

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: _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.
DATE SUBMITTED:
MEETING DATE: December 5, 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.A.
DATE SUBMITTED: December 1, 2022
MEETING DATE: December 5, 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: The City Engineer's Report for December 2022 is attached.

Fiscal Consideration: N/A

Staff Recommendation: The report is for informational purposes only. Please direct any questions or comments to Ruben Alfaro, P.E., City Engineer.

Alternatives: Please direct any recommendations for improvements to the City Engineer's Report to the contact listed above.

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

ROUTING:

Maria Rangel	Created/Initiated - 12/1/2022
Ruben Alfaro	Approved - 12/2/2022
City Management Office	Final Approval - 12/2/2022

Report on Capital Improvement Project Activity Construction - December 2022

City Engineer – Ruben Alfaro, PE
Monday, December 5, 2022

Pharr Engineering

City Engineers Report

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: $7,262,740.45 (96.84%)
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. Amphiteather was substantially completed on November 3, 2022.
Next Step: Project close-out of Phase II is ongoing and is expected to be accepted by City Commission on January 2023.

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 Loop.

Northside Community Center (1/1)

Pharr Engineering

CONSTRUCTION

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: 790 (87%)
Contract Amount: $7,946,724.38
Change Orders: $550,940.01
Current Contract: $8,497,664.39
Placed to Date: $7,262,823.90 (83%)

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: Work is ongoing, weather delays have affected the final completion scheduled for December.

Next Step: The contractor is finishing the last few items and is working towards a completion date of **January 4, 2023 for the final walkthrough.**

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

Pharr Engineering

CONSTRUCTION

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: 489 (407.50%)
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%)
Status: Contractor has completed the perimeter fence.
Next Step: Contractor will continue to work within the footprint of the lift station.

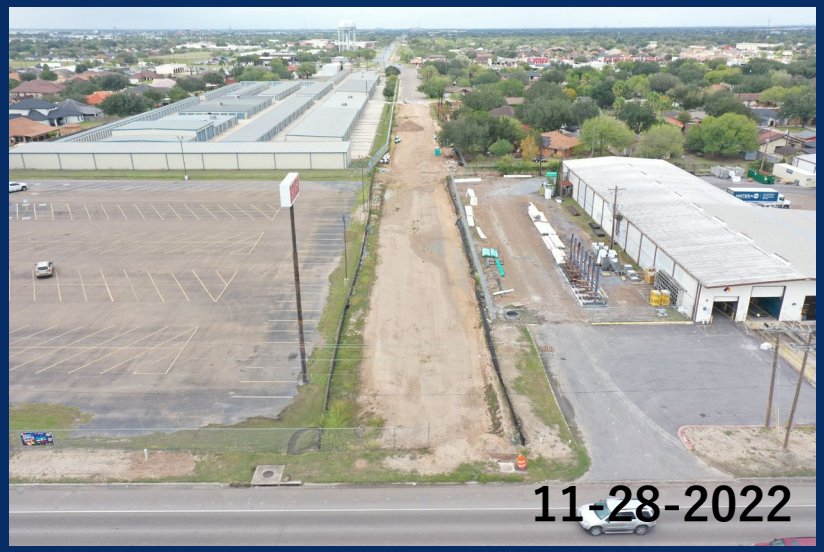
Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.

Lift Station No. 30 (1/1)

Pharr Engineering

CONSTRUCTION

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: 179 (149%)
Contract Amount: $314,717.70
Change Orders: $0.00
Current Contract: $314,717.70
Placed to Date: $22,572.00 (7%)
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 completed water crossing Improvements
Next Step: Contractor will continue to work on paving Improvements.



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

Pharr Engineering

CONSTRUCTION

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

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.
DATE SUBMITTED:
MEETING DATE: December 5, 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.A.
DATE SUBMITTED: November 23, 2022
MEETING DATE: December 5, 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-2020-23 regarding Substandard Structures *(2nd Reading)*. **This item supports QL - Quality of Life.**

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

Issue: Consideration and action, if any, on amending Ordinance O-2020-23 of the Code of Ordinances of the City of Pharr regarding Substandard Structures.

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 - 11/23/2022
Roland Gomez	Approved - 11/23/2022
Patricia Rigney	Approved - 11/28/2022
City Management Office	Final Approval - 12/2/2022

O-2022-___

AN ORDINANCE AMENDING O-2020-23 OF THE CODE OF ORDINANCES OF THE CITY OF PHARR REGARDING SUBSTANDARD STRUCTURES; DECLARING ALL ORDINANCES IN CONFLICT NULL AND VOID; DECLARING AN EMERGENCY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners for the City of Pharr, pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 11, Section 5, of the Texas Constitution as a home rule city, has the authority to set forth ordinances and regulations and exercise its police powers for the public health, safety, morals, or general welfare of the citizens of the City of Pharr; and

WHEREAS, the City of Pharr wishes to expand on and provide additional guidance in its ordinance regulating substandard structures so as to better enable the City to safeguard the health, safety, and general welfare of the public; and

WHEREAS, Chapter 214 of the Texas Local Government Code authorizes the City Commission, by ordinance to require the vacation, relocation of occupants, repair, removal or demolition of a structure (or buildings) that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety and welfare; and

WHEREAS, Chapter 214 of the Texas Local Government Code also requires that the ordinance provide for giving proper notice to the owner of a substandard structure including providing for a public hearing to determine whether a structure complies with the standards set out in the ordinance; and

WHEREAS, Texas Local Government Code Sec.54.004 authorizes the City, as a home-rule municipality, to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order and security of the municipality and its inhabitants; and

WHEREAS, pursuant to Texas Local Government Code Sec. 54.012, a municipality may bring a civil action for the enforcement of health and safety ordinances, including, among others, those: relating to the preservation of public health or to the fire safety of a building or other structure or improvement; relating to dangerously damaged or deteriorated structures or improvements; relating to conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents, and implementing civil penalties for conduct classified by statute as a Class C misdemeanor; and

WHEREAS, the City Commission finds that substandard buildings, structures, and premises are public nuisances, as are those with an accumulation of refuse, trash, debris, junk, materials, uncultivated vegetation, and similar matter; that they pose an immediate and substantial threat to public safety and welfare in numerous ways, which tend to devalue neighboring properties and encourage crimes such as graffiti, vandalism and others.

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

SECTION 1: That the current Chapter 22, Article X, "Substandard Buildings" is hereby amended and replaced with the following provisions contained herein regarding substandard buildings with the City of Pharr, Texas**:**

ARTICLE X, "SUBSTANDARD BUILDINGS"

Section 22-446: Statutory Authority

This article is intended to adopt and implement in the broadest possible terms the powers, duties, and authorities set out in Subchapters B and C of Chapter 54 of the Texas Local Government Code, as amended, Subchapter A to Chapter 214 of the Texas Local Government Code, and Texas Government Code Section 30.00005(d), as said statutes apply to the subject matter of this article, and as otherwise stated herein, as well as the home rule powers granted the city as a home-rule city by its Charter and by the laws of the State of Texas.

Sec. 22-447. - Definitions

Words not defined herein shall be construed in conformance with their everyday, ordinary meaning. The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abate means to eliminate a noncompliance or cure a violation as directed or permitted by the City, including by securement, removal, vacation, or demolition.

Alter or Alteration means any change, addition, or modification in construction, occupancy, or any change in the structural members of a building, such as walls or partitions, columns, beams or girders; and may be referred to as "altered" or "reconstructed."

Approve or Approved means having the approval of the Code Official as the result of an investigation and tests that the Code Official conducted or by reason of accepted principles or tests by national authorities, technical, or scientific organizations; or having the approval of the appropriate enforcement official of the City as being represented by the applicant in compliance with the standards and requirements of this code or ordinance of the City that applies specifically to the item in question; or other customary approvals reserved to the City by State law or City ordinance.

Building means any structure, either temporary or permanent, having a roof or other covering, that is designed or used for the shelter, enclosure or occupancy of any person, animal, or property of any kind, including tents, awnings, or vehicles situated on private property and used for purposes of a building.

Buildings and Standards Commission shall mean the Buildings and Standards Commission appointed by the City Commission by Ordinance.

Building Official means shall refer to the person charged with the administration and enforcement of this Ordinance, or the building inspector or any duly authorized person designated to issue permits and inspect buildings or construction including permits and inspections related to the enforcement of this Ordinance.

City means the City of Pharr, Texas.

Code Official means the official who is charged with the administration and enforcement of this Chapter, or any duly authorized representative.

Commercial building means any building or structure that is used or designed to be used, in whole or in part, for retail or wholesale business, industrial, manufacturing, storage, religious, educational, amusement, entertainment, health, professional, scientific, office, or other business purposes. "Commercial buildings" are a type of non-residential building.

Construction means any clearing of land, excavation, or other action that would adversely affect the natural environment of the site. This definition does not include uses in securing survey or geological data such as necessary borings to ascertain subsurface conditions.

Dilapidated means a building that does not comply with one or more of the minimum standards set forth in Sec 22-448 (1-2).

Dwelling means the entirety or any portion of any building that is not an "apartment house," or "lodging house," and that contains one or more "dwelling units" or "guest rooms" that are used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or which are occupied for living purposes.

Dwelling unit means a single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation, to include but is not limited to: single-family, townhouse, condo, duplex, triplex, fourplex.

Occupant means any person who rents, leases, or appears to reside, rent or lease a building, structure or property through custody of the premises or who has the legal right to possession of such premises.

Owner means the holder of the title to property, as it may appear in the real property records of Hidalgo County or the records of the Hidalgo County Appraisal District.

Permit means a written document or certification issued by the building official permitting the specific construction, alteration, or extension requiring a permit under the provisions of this chapter, the technical codes and regulations stated herein.

Person shall mean and include an individual human, partnership, co-partnership, firm, company, limited liability partnership or other partnership or other such company, joint venture, joint stock company, trust, estate, governmental entity, association or corporation or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

Premises means a lot, plot or parcel of -and, including the buildings or structures thereon.

Property means and includes buildings, structures and premises.

Public Nuisance shall mean:

(1) Any condition of real property, building or other structure that fails to meet the minimum standards set forth in the International Codes or other Codes as adopted by the City and any local amendments thereto.

(2) Any attractive nuisance that may prove detrimental to children whether in a building; or attached to or grounded from the premises of a building; or upon attached to or grounded from an unoccupied lot. This includes, but not limited to, abandoned wells,

shafts, basements, or excavations; abandoned refrigerators; abandoned, junked or inoperative boats, houseboats, motor vehicles, or motor vehicle parts; broken down or dilapidated decks; or abandoned or discarded lumber, trash, fences, debris or vegetation that may prove a hazard, and any abandoned or vacant dilapidated structures;

(3) Any condition that is dangerous to human life or is detrimental to health or property;

(4) Overcrowding or occupancy in violation of this chapter;

(5) Insufficient ventilation or illumination;

(6) Inadequate or unsanitary sewerage or plumbing facilities;

(7) Uncleanliness.

(8) Whatever renders air, food, or drink unwholesome or detrimental to the health of human beings or animals;

(9) Divergence of run-off to other private or public property; or

(10) The inability of a structure to obtain or maintain a certificate of occupancy due to its dilapidated status. For example, any building that is in a state of dilapidation, substandard, deterioration or decay, faulty construction, overcrowded, open, vacant or abandoned, damaged by fire to the extent as not to provide shelter, in danger of collapse or failure and dangerous to anyone on or near the building.

Repair means the permitted, reconstruction, renovation, or renewal of any part of an existing building for the purpose of its maintenance. This term shall not apply to any change or construction, alteration, or additions to a building other than for the purpose of reconstruction, renovation, or renewal.

Responsible Parties or responsible party means the owner or occupant, including the person in custody of the building, property or structure and any mortgagee or lien holder.

Shall is a mandatory term.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, or any part of the aforementioned.

Substandard structure means any structure or building located within the incorporated limits of the City that fails to comply with the general requirements for exterior structures, interior structures, or component serviceability as established by the International Codes or other Codes as defined below and by Section 22-61 of this Chapter, rendering it dangerous, unsafe, or unfit for human habitation or causing it to be in a state of disrepair or dilapidation so as to constitute a blighted area or property.

Vacant means a property which is lacking habitual presence of human beings or at which all business operations or residential occupancy has ceased.

Sec 22-448. – Substandard Structures

(1) The requirements established by the most recent edition of the International Codes adopted by the City and all other amendments thereto except as modified by the Code of Ordinances, currently adopted and locally amended by the city, Section 22-61 of this Chapter are hereby declared to the minimum standards for the continued use and occupancy of all buildings located within the corporate limits of the city regardless of the date of their construction.

(2) A building or structure shall be deemed a Substandard Structure if:

(a) Said building or structure fails to comply with any one or more of the requirements established by the International Codes or other Codes cited above by Section 22-448(1) and any local amendments made thereto; or

(b) Said building or structure, regardless of its structural condition, is either unoccupied by its owners, lessees, or other invitees, or fails to meet the requirements for and does not currently hold a certificate of occupancy, and is:

1. Unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children;

2. Boarded up; fenced, or otherwise secured in any manner if the building or structure constitutes a danger to the public even though secured from entry; or the means used to secure the building or structure are inadequate to prevent unauthorized entry or use of the building; or

3. Remains a new but incomplete or unfinished construction for any excessive period of time which is unreasonable under the circumstances.

Section 22-449: Public Nuisances Declared

(1) A building or structure deemed to be a Substandard Structure under the terms of this article is declared to be a public nuisance and unlawful and must be vacated, secured, repaired, removed, or demolished as provided in this article.

(2) It shall be the responsibility of the owner(s) or occupants of the substandard structure to abate public nuisances associated with said building by means of repair, rehabilitation, demolition, or removal in accordance with the procedures provided in this article.

(3) It shall be unlawful for any person to knowingly permit, allow or suffer any building under that person's ownership or control to be or remain in such condition as to constitute a substandard building. The issuance of a notice by the building official as defined under this article establishing a date and time for hearing for the securing, vacating, repairing or demolishing of a building will not be construed to condone the violation of this section prior to the hearing date stated in such notice.

Sec. 22-450 – Duties of the code official.

Duties of the code official. The code official is authorized to inspect, or cause to be inspected, every building, or portion thereof, reported to be a Substandard Structure. If such building, or any portion thereof, is determined to be unsafe, the code official shall give the responsible parties notice in accordance with the requirements set forth in this article. If the code official is denied permission to inspect any building or portion thereof reported to be unsafe, the code official may employ or seek any legal assistance, including warrants, necessary to secure the ability to inspect for compliance with this chapter. The code official shall further:

(1) Inspect or cause to be inspected, when necessary, any building or structure within the incorporated limits of the city, including but not limited to: public buildings, schools, halls, churches, theaters, hotels, tenements, or apartments, multifamily residences, single-family residences, garages, warehouses, and other commercial and industrial structures of any nature whatsoever for the purpose of determining whether any conditions exist which render such places a Substandard Structure as defined herein.

(2) Inspect any building, wall or structure about which complaints have been filed by any person to the effect that a building, wall or structure is or may be existing in violation of this article.

(3) Report to the Building and Standards Commission any noncompliance with the minimum standards set forth in this article. The code official shall obtain from the secretary of the Board a hearing date at the earliest opportunity possible for a public hearing by the Board on any building or structure believed to be a substandard structure and shall provide the secretary of the Board with copies of the written notice to persons with interests in the property.

(4) Appear at all hearings conducted by the Board and testify as to the conditions of substandard structures within the city.

(5) Place a notice on any substandard structure found to be out of compliance with the general requirements of the International Property Maintenance Code

(6) Make a diligent effort to identify each owner, mortgagee or lienholder, and their respective addresses, by searching the following: the real property records of the county; the tax appraisal district records; the records of the secretary of state; the assumed name records of the county; the tax records of Cameron County; and the utility records of record.

(7) Perform the other requirements with respect to notification of public hearings as are set forth more specifically in this article.

Sec. 22-451 - Notice to comply.

(1) Should the code official determine that any building or structure within the incorporated limits of the city is a Substandard Structure, the official shall cause written notification to be sent, by certified mail, to each owner, mortgagee, and lienholder identified through a diligent effort to discover such owner, mortgagee, and lienholder. Such notice shall:

(a) Contain a description of the Substandard Structure and its location;

(b) Contain a statement of the specific conditions which make the building or structure a Substandard Structure;

(c) Contain a statement that it shall be illegal to occupy or utilize said building for any purpose until such time as the premises have been brought into compliance with the applicable provisions of the International Property Maintenance Code.

(d) Include notice of the date and time of a public hearing before the Building and Standards Commission to determine whether the building complies with the standards set out in this article;

(e) Include a statement that the owner, lienholder, or mortgagee will be required to submit at the hearing, proof of the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work; and

(f) Be served upon the responsible parties as set out in this article.

(2) ***Sufficiency of notice.*** Notwithstanding any other term or provision of this article or the code, notice given pursuant to this article shall be sufficient and deemed properly served upon the responsible parties if a copy thereof is:

(a) Served upon him/her personally; or

(b) Sent by registered or certified mail, return receipt requested, to the last known address of such person as shown on the records of the city and the tax appraisal district; and posted in a conspicuous place in or about the building affected by the notice.

(3) ***Compliance with notice.*** The parties responsible for the Substandard Structure, shall have until the date and time of the hearing as described by Section 22-451 from the date of service of the notice to Substandard Structure into compliance with the provisions of this Chapter.

(4) ***Further occupancy prohibited.*** Once a building is determined to be a Substandard Structure, the code official shall affix a placard on or near the front door of said building. The placard shall note the date of posting, provide the name and signature of the city official who determined the building to be a Substandard Structure, provide an identification, that is not required to be a legal description, of the building and the property on which it is located, and shall state the following:

THIS BUILDING HAS BEEN FOUND TO BE A SUBSTANDARD STRUCTURE UNDER THE TERMS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE. OCCUPANCY OR USE OF THIS BUILDING BY ANY PERSON OR FOR ANY PURPOSE IS HEREBY PROHIBITED UNTIL SUCH TIME AS THE PREMISES HAVE BEEN BROUGHT INTO COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THIS PLACARD REMOVED BY THE CODE OFFICIAL. REMOVAL OF THIS PLACARD BY ANY PERSON OTHER THAN THE UNDERSIGNED OFFICER OF THE CITY SHALL BE UNLAWFUL.

(5) ***Refused or unclaimed mail.*** All mailed notices shall be deemed sufficient and delivered if returned "refused" or "unclaimed."

(6) Notices sent pursuant to this article shall be sent to the address of the owner, lienholder, or mortgagee in the building as determined by a reasonable search of records to include:

(a) County real property records;

(b) Appraisal district records;

(c) Records of the Secretary of State, if the property owner or lienholder is a corporation, partnership, or other business association;

(d) Assumed name records;

(e) Tax records, and utility records of the city.

Sec. 22-452 Additional authority to secure substandard buildings pursuant to Texas Local Government Code § 214.001.

(1) In addition to the powers prescribed by this Chapter, the City may secure a Substandard Structure the municipality determines violates the standards as set out by this Chapter, provides an imminent threat of harm or danger to the public, and is unoccupied or is occupied only by persons who do not have a right of possession to the structure.

(2) Before the 11th day after the date the structure is secured, the municipality shall give notice to the owner by:

(a) Personally serving the owner with written notice;

(b) Depositing the notice in the United States mail addressed to the owner at the owner's post office address;

(c) Publishing the notice at least twice within a 10-day period in a newspaper of general circulation in the county in which the building is located if personal service cannot be obtained and the owner's post office address is unknown; or

(d) Posting the notice on or near the front door of the structure if personal service cannot be obtained and the owner's post office address is unknown.

(3) The notice must contain:

(a) An identification, which is not required to be a legal description, of the structure and the property on which it is located;

(b) A description of the violation of the municipal standards that is present at the structure;

(c) A statement that the municipality will secure or has secured, as the case may be, the structure; and

(d) An explanation of the owner's entitlement to request a hearing about any matter relating to the municipality's securing of the structure. The explanation must notify the owner that the owner must file with the city a written request for such hearing within 30 days of the city securing the structure.

1. A hearing requested pursuant to this section shall be undertaken by the Building and Standards Commission no later than 20 days after the date the request is filed.

(4) The city has the same authority to assess expenses under this section as it has to assess expenses under Section 22-453 (k). A lien is created under this section in the same manner that a lien is created under Section 22-453 (k) and is subject to the same conditions as a lien created under that section.

Sec. 22-453. – Duties of Building and Standards Commission; appeal from orders.

The Buildings and Standards Commission shall conduct public hearings and hear and decide appeals of orders, decisions, or determinations made by the code official or building official relative to the application and interpretation of this Ordinance. The rules and procedures set forth below and in Chapter 22, Article II Buildings and Standards Commission shall apply. Appeals to the Buildings and Standards Commission shall be processed in accordance with the provisions in this article.

(a) The Building and Standards Commission shall, in addition to the procedure set forth in Chapter 22, Article II of the City Code of Ordinances:

(1) Schedule and hold a public hearing and hear testimony from the code official, and the owner, mortgagee, or lienholder of the substandard structure. Such testimony shall relate to the determination of the question of whether the building or structure in question is a substandard building and the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work. The owner, mortgagee, and/or lienholder shall have the burden of proof to demonstrate the scope of

any work that may be required to comply with this article and the time it will take to reasonably perform the work.

(2) Upon conclusion of the hearing, the Building and Standards Commission shall determine by majority vote of its board membership whether the building or structure in question is a substandard building. Upon a determination that the building or structure in question constitutes substandard and out of conformance with the requirements of this Chapter, the Building and Standards Commission shall issue an order:

a. Containing an identification of the building and the property on which it is located;

b. Making written findings of the violations of the minimum standards that are present at the building;

c. Requiring the owner, mortgagee, or lienholder to repair, vacate, or demolish the building within 30 days from the issuance of such order, unless the owner or a person with an interest in the building establishes at the hearing that the work cannot reasonably be performed within 30 days, in which instance the Building and Standards Commission shall specify a reasonable time for the completion of the work; and

d. Containing a statement that the city will vacate, secure, repair or demolish the substandard building and relocate the occupants of the structure if the ordered action is not taken within the time specified by the board.

(b) The code official shall deliver a copy of said order by hand delivery or certified mail to the owner and all persons having an interest in the property, as such persons appear in the official records described herein, including all identifiable mortgagees and lienholders, as soon as is practicable after the hearing, which order shall include an identification and address of the building and the property on which it is located; a description of the violation of this article that are found to be present at the building; and a statement that the municipality will vacate, secure, remove, repair, or demolish the building and relocate the occupants of the building if the ordered action is not taken within the agreed-upon reasonable time.

(c) If the Building and Standards Commission allows the owner, mortgagee, or lienholder of the substandard building more than 30 days to repair, remove, or demolish the building, the board in its written order shall establish specific time schedules for the commencement and performance of the work and shall require the owner or person to secure the property in a reasonable manner from unauthorized entry while the work is being performed. The securing of the property shall be in a manner found to be acceptable by the Code official.

(d) The Building and Standards Commission shall not allow the owner, mortgagee, or lienholder of the Substandard Structure more than 90 days to repair, remove, or demolish the building or fully perform all work required to comply with the written order unless the owner or person:

(1) Submits a detailed plan and time schedule for the work at the hearing; and

(2) Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.

(e) If the value of a property subject to a Building and Standards Commission order exceeds $100,000.00, the board, at its election, may require the owner, lienholder, or mortgagee to post a cash or surety bond in an amount adequate to cover the cost of repairing, removing, or demolishing a building. In lieu of a bond, the board may require the owner, lienholder, or mortgagee to provide a letter of credit from a financial institution or a guaranty from a third party approved by the city. If required by the board, the bond must be posted, or the letter of credit or third-party guaranty provided not later than the 30th day after the date the Board issues its order.

(f) If the Building and Standards Commission allows the owner, mortgagee, or lienholder of the Substandard Structure more than 90 days to complete any part of the work required to repair, remove, or demolish the building, the Board shall require them to regularly submit progress reports to the Board to demonstrate that the owner or person has complied with the time schedules established for commencement and performance of the work. The written order may require that they appear before the code official to demonstrate compliance with the time schedules.

(g) **Finality of Order**. In the event the owner fails to appeal an order issued by the Building and Standards Commission as provided by law within 30 days of the date said order was personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by United States Postal Service using signature confirmation service, the order shall become final and unappealable. In the event an owner fails to comply with the order within the time frame specified therein, following the expiration of 30 days from the date the order was personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by United States Postal Service using signature confirmation service, the city will be authorized to take action to abate the public nuisance and affix a lien against the property.

(h) After the public hearing, if a building is found in violation of the minimum requirements of this article, the Building and Standards Commission may order that the occupants be relocated within a reasonable time.

(i) In addition to the authority granted to the Building and Standards Commission under this Ordinance and Chapter 22, Article II of the City's Code of Ordinances, the city may also pursue any and all other remedies provided by state law including filing suit in the appropriate court of competent jurisdiction to enforce this article.

(j) If the building is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the allotted time, the city may vacate, secure, remove, repair or demolish the building or relocate the occupants at its own expense after the timeframe for appealing the Board's order pursuant to subsection (g) has expired.

(k) If the city incurs expenses as a result of enforcing the provisions of this article, said expenses may be assessed against the property in the form of a lien unless it is a homestead as protected by the Texas Constitution. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the city for the expenses. The lien arises and attaches to the property at the time of the notice of the lien is recorded and indexed in the office of the county clerk. The notice must contain in the name and address of the owner if that information can be determined by a reasonable effort, a legal description of the real property on which the building was located, the amount of expenses incurred by the city, and the balance due. A lien filed in accordance with the terms of this article is a privileged lien subordinate only to tax liens and all previously recorded bona fide mortgage liens attached to the real property to which the city's lien attaches.

(l) **Notice**. If repair or demolition is ordered, the Building and Standards Commission shall send a copy of the order by certified mail to the owner and all persons having an interest in the property, including all identifiable mortgagees and lienholders within ten days after the hearing. Within ten days after the date that the order is issued, the city shall:

(1) File a copy of the order in the office of the municipal secretary or clerk; and

(2) Publish in a newspaper of general circulation in the municipality in which the building is located a notice containing:

(a) The street address or legal description of the property;

(b) The date of the hearing;

(c) A brief statement indicating the results of the order (may be a copy of the order); and

(d) If not provided in the notice, instructions stating where a complete copy of the order may be obtained.

(3) If repair or demolition is ordered and notice of public hearing was not filed in the official public records of real property of the county, the city may file and record a copy of the order in such records of the county.

(m) **Secure property**. If the Building and Standards Commission allows the owner of the Substandard Structure more than 30 days to repair, remove, or demolish the building, the Board in its written order shall establish specific time schedules for the commencement and performance of the work and shall require the owner or person to secure the property in a reasonable manner from unauthorized entry while the work is being performed. The securing of the property shall be in a manner found to be acceptable by the code official.

(n) Assessment of expenses and penalties.

(1) In addition to the authority granted under Chapter 214 of the Texas Local Government Code and this Chapter, the city may:

(a) Order the repair of the building at the city's expense and assess the expenses on the land on which the building stands or to which it is attached, or

(b) Assess a civil penalty against the responsible party for failure to repair, remove, or demolish the building.

(2) The city, at its election, may use city resources or contract with appropriate service providers to demolish a building that is subject to a Building and Standards Commission demolition order. Should the city choose to retain an outside demolition contractor, the code official shall invite at least two or more building contractors to make estimates pertaining to the needed repair, removal or demolition of a building. The code official shall cause to be made an assessment of expenses or civil penalty based on such estimates. The code official shall endeavor to minimize the expenses of any building repairs, removal or demolitions order pursuant to this subchapter.

(3) The city may repair a building subject to a Building and Standards Commission order only to the extent necessary to bring the building into compliance with the general requirements of the International Property Maintenance Code and only if the building is a residential building with ten or fewer dwelling units.

(4) The city's lien to secure the payment of a civil penalty or the costs of repairs, removal, or demolition is inferior to any previously recorded bona fide mortgage lien attached to the real property to which the city's lien attaches if the mortgage lien was filed for record in the office of the county clerk before the date the civil penalty is assessed or the repair, removal, or demolition is begun by the city. The city's lien is superior to all other previously recorded judgment liens.

(5) Any civil penalty or other assessment imposed under this section accrues interest at the rate of ten percent (10%) a year from the date of assessment until paid in full.

(6) A lien acquired under this section by the city for repair expenses may not be foreclosed if the property on which the repairs were made is occupied as a residential homestead.

(o) Violations.

(1) The owner of any Substandard Structure who shall fail to comply with any notice or order to repair, vacate or demolish said building or structure, such notice or order given by the authority of the Building and Standards Commission, shall be guilty of a misdemeanor.

(2) An occupant, or lessee in possession of any Substandard Structure who fails to comply with any notice or order to vacate such building and fails to repair such building in accordance with an order given by the Building and Standards Commission shall be guilty of a misdemeanor.

(3) Any person removing the notice of a Substandard Structure as provided for by this article, shall be guilty of a misdemeanor.

(4) The violation of any provision of this article shall be unlawful and a misdemeanor offense punishable by a fine not exceeding $500.00. Each day a violation of this article continues shall constitute a separate offense.

(5) In any prosecution charging a violation of this article governing the failure to comply with any notice or order to repair, vacate, remove, or demolish any building or structure, proof that the particular property described in the complaint was substandard in violation of this article, together with proof that the defendant named in the complaint was, at the time of such notice or order, the registered owner of such property, shall constitute in evidence a prima facie presumption that the registered owner of such property was the person who failed to comply with the notice or order to repair, vacate, remove, or demolish, and for the time during which, such violation occurred.

Sec. 22-454. Alternative Enforcement: Action to Compel Repair or Demolition of Structure

(a) The City may, in lieu of other procedures provided for herein, bring an action in the District Court of Hidalgo County, Texas for the repair or demolition of a structure or to obtain approval to remove the structure and recover the removal costs. [Sections 54.012 and 54.018, Texas Local Government Code]. In that action the City may also bring a claim for civil penalties under Section 54.017 of Texas Local Government Code and an action in rem against the structure that may result in a judgement against the structure as well as a judgement against the defendant. A notice of lis pendens may be filed in the real property records of the Hidalgo County Clerk upon the filing of the action.

(b) To recover civil penalties under Section 54.017 of the Texas Local Government Code the City must prove that:

(1) The property owner was notified of the requirements of the Chapter and the owner's need to comply with the requirements; and

(2) After notification, the property owner committed an act in violation of this Chapter or failed to take action necessary for compliance with this Chapter.

(c) The civil penalty may not exceed $1,000.00 per day.

(d) On a showing of substantial danger of injury or an adverse health impact to any person or to the property of any person other than the defendant, the City may obtain against the owner or owner's representative with control over the premises an injunction that:

(1) Prohibits specific conduct that violates this Chapter; and

(2) Requires specific conduct that is necessary for compliance with this Chapter. It is not necessary for the City to prove that another adequate remedy or penalty for a violation does not exist or to show that prosecution in a criminal action has occurred or has been attempted.

(e) The City may use an enforcement action to compel repair or demolition of a structure even if the City has proceeded with the administrative process for enforcement provided elsewhere in this Chapter.

Secs. 22-455—22-485. - Reserved

SECTION 2 – SEVERABILITY

If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 3 - SAVINGS CLAUSE

Except as hereby amended, any provisions of the code of ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 4 – EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect 10 days 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 – REPEALING CLAUSE

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

SECTION 6 – CUMULATIVE

This ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

SECTION 7 – PROPER NOTICE AND MEETING

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

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.
DATE SUBMITTED: November 23, 2022
MEETING DATE: December 5, 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-2010-40 regarding Building and Standards Commission *(2nd Reading)*. **This item supports QL - Quality of Life.**

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

Issue: Consideration and action, if any, on amending Ordinance O-2010-40 in its entirety, of the Code of Ordinances of the City of Pharr regarding Building and Standards Commission.

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 - 11/23/2022
Roland Gomez	Approved - 11/23/2022
Patricia Rigney	Approved - 11/28/2022
City Management Office	Final Approval - 12/2/2022

ORDINANCE NO. O-2022-___

AN ORDINANCE AMENDING O-2010-40 IN ITS ENTIRETY; CREATING BUILDINGS AND STANDARDS COMMISSION; SETTING FORTH DUTIES; CUMULATIVE CLAUSE; SEVERABILITY CLAUSE; AND EFFECTIVE DATE

WHEREAS, the City of Pharr hereby acts in exercising legislative powers to define acts and prohibit the commission of those acts that may be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within its corporate boundaries; and

WHEREAS, the City finds that the appointment of a building and standards commission to hear and determine cases concerning alleged violations of ordinances pertaining to dilapidated and dangerous structures is necessary to protect the public health, safety, and welfare; and

WHEREAS, by this Ordinance, the City Commission wishes to adopt procedures and powers for, while also providing for the reestablishment of, the building and standards commission pursuant to Texas Local Government Code Chapter 54, Subchapter C and Chapter 214, Subchapter A; and

WHEREAS, the City Commission has decided that amending O-2010-40 in its entirety and replacing with this new Ordinance best accomplishes this purpose.

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

Article II. Building and Standards Commission be amended and replaced as follows:

SECTION 1: *Organization*. Organization takes immediate effect pursuant to this Ordinance and adopts the following provisions pursuant to Chapter 54, Subchapter C of the Texas Local Government Code and Chapter 214, Subchapter A, to the Pharr City Code.

(a) The following shall now be adopted and included in the Pharr City Code:

Sec. 22-26. Building and Standards Commission; Organization.

(a) *Created; membership; removal of members; filling of vacancies; compensation*. The City Commission shall appoint a building and standards commission to hear and determine cases concerning alleged violations of ordinances.

(b) A commission appointment for the purposes of hearing cases under this Ordinance shall consist of one or more panels, each composed of at least five members, to be appointed for terms of two years. The City of Pharr Commission hereby appoints one panel, consisting of not less than seven members Three members shall be chosen from the general public and four members shall be chosen from the following professions, with no more than two from each specific field: master electrician, master plumber, building contractor, and registered architect and professional engineer. The members shall be

appointed for two-year terms. The members shall be residents and taxpayers of the city. The members of the building and standards commission shall serve without compensation.

(c) The City Commission may remove a building and standards commission member for cause on a written charge setting forth the charges against him or her. A copy of the charge shall be provided to the commission member. Before a decision regarding removal is made, the City Commission must hold a public hearing on the matter if requested by the commission member subject to the removal action. A commission member may also be replaced by the City Commission upon the occurrence of three consecutive unexcused absences from regular or special called meetings.

(d) A vacancy on the building and standards commission for an unexpired term shall be filled by a majority vote of the City Commission.

(e) The City Commission may appoint eight or more alternate members to the commission who shall serve in the absence of one or more regular members when requested to do so by the Mayor or City Manager. The alternate members serve for the same period and are subject to removal in the same manner as the regular members. A vacancy is filled in the same manner as a vacancy among the regular members.

(f) *Ex officio member*. The Director of Code Compliance or his or her authorized representative shall be an ex officio member of the building and standards commission without power of vote.

(g) *Officers*. Every year at the first annual meeting of the building and standards commission, there shall be elected by the members of the building and standards commission three officers: a chairman, vice-chairman and a secretary.

(h) *Quorum*. No matter shall be considered by the building and standards commission without the presence of a majority of the commission. No order, requirement, decision or determination of the director of planning or his authorized representative may be reversed nor a decision made in favor of an applicant on any matter or affecting any variance from such applicable codes without the affirmative vote of a majority of the board.

(i) *Rules of procedure*. The building and standards commission shall establish its own rules of procedure for accomplishment of its duties and functions, provided that such rules shall not be in conflict with the laws of the state or the Charter or ordinances of the City.

Sec. 22-27 Ordinances Subject to Quasi-Judicial Enforcement. This Ordinance applies only to ordinances:

(1) for the preservation of public safety, relating to the materials or methods used to construct a building or improvement, including the foundation, structural elements, electrical wiring or apparatus, plumbing and fixtures, entrances, or exits;

(2) relating to the fire safety of a building or improvement, including provisions relating to materials, types of construction or design, warning devices, sprinklers or other fire suppression devices, availability of water supply for extinguishing fires, or location, design, or width of entrances or exists;

(3) relating to dangerously damaged or deteriorated buildings or improvements;

(4) relating to conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents;

(5) relating to adopted International Property Maintenance Codes ~~Code~~ or to the condition, use, or appearance of property in a municipality;

(6) relating to animal care and control; or

(7) relating to water conservation measures, including watering restrictions.

Sec. 22-28. Proceedings of Commission Panel; Records.

(a) Meetings of the commission panel shall be held at the call of the Chairman, or in the Chairman's absence, the acting Chairman, and at other times as determined by the commission. All meetings of the commission shall be open to the public.

(b) All cases to be heard by the commission must be heard by at least four (4) members and/or alternate members. A majority vote of the members voting on a matter is necessary to take any action under this chapter.

(c) The Chair or Vice-Chair shall administer the oath for all parties to be providing testimony prior to hearing the merits of any case. The Chair and Vice-Chair may also compel attendance of witnesses.

(d) The Director of Code Compliance or his or her designee shall present all cases before the commission panel. The City bears the burden of proving its case by presenting evidence and testimony. The City is entitled to cross-examine any witness and provide rebuttal testimony.

(e) Each interested party may represent themselves or may appoint a representative. Each interested party may have only one representative address the commission. Each interested party or his representative is entitled to cross-examine witnesses.

(f) Dangerous structure hearings. If a party is advocating for the repair, then that party bears the burden of proof to demonstrate the scope of any work that may be required to bring into compliance and the time it will take to reasonably perform the work.

(g) If no appeals are taken from the decision of the commission within the required period, the decision of the commission panel is final and non-appealable.

(h) The building and standards commission shall keep minutes of its proceedings, showing the

vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep a record of its examinations and other official actions, all of which shall be immediately filed in the office of the Director of Code Compliance and shall be a public record.

(i) As an ex officio member of the building and standards commission, the Director of Code Compliance shall set up and maintain a separate file for each case presented before such board and keep a record of all notices published and posted. All records and files pertaining to such cases shall be permanent and official files and records of the city.

Sec. 22-29. Notice of public hearing; posting and publication.

(a) Except as provided by Subsections (a-1) and (a-2), notice of all proceedings before the buildings and standards commission shall be given:

1. by personal delivery, by certified mail with return receipt requested or by delivery by the United States Postal Service using signature confirmation service to the record owners of, and each holder of a recorded lien against the affected property as shown by the records in the Office of the Hidalgo County Clerk if the address of the lienholder can be ascertained from the deed of trust establishing the lien and/or other applicable instruments on file in the Office of the Hidalgo County Clerk;

2. to all unknown owners by posting a copy of the notice on the front door of each improvement situated on the affected property or as close to the front door as practicable.

(a-1) Notice to a condominium association of a proceeding before a commission panel relating to a condominium, as defined by Section 81.002 or 82.003, Texas Property Code, located wholly or partly in a municipality with a population of more than 1.9 million must be served by personal service, by certified mail, return receipt requested, or by the United States Postal Service using signature confirmation service, to the registered agent of the unit owners' association.

(a-2) Notice to an owner of a unit of a condominium, as defined by Section 81.002 or 82.003, Texas Property Code, located wholly or partly in a municipality with a population of more than 1.9 million must be given in accordance with Section 82.118, Texas Property Code.

(b) The notice must be:

1. Posted at City Hall, and at the Office of the Director of Code Compliance , 72 hours prior to the meeting; and

2. Posted and either personally delivered or mailed on or before the tenth (10th) day before the date of the hearing before the commission panel and must state the date, time and place of the hearing; and

3. Published in a newspaper of general circulation in the City of Pharr on one occasion on or before the tenth (10th) day before the date fixed for the hearing.

(c) The Commission may file notice of a proceeding before a commission panel in the Hidalgo County Official Public Records of Real Property. The notice must contain the name and address of the owner of the affected property, if that information can be determined from a reasonable search of the instruments on file in the Office of the Hidalgo County Clerk, a legal description of the affected property and a description of the proceeding. The filing of the notice is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the notice and constitutes notice of the proceeding on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.

(d) The City must exercise due diligence to determine the identity and address of a property owner, lienholder, or registered agent to whom the City is required to give notice. The City exercises such due diligence when it searches the following records:

1. Hidalgo County Official Public Records of Real Property;

2. Hidalgo County Appraisal District records;

3. Texas Secretary of State records, if the property owner or lienholder is a corporation, partnership or other business association;

4. Hidalgo County assumed name records;

5. City tax records; and

6. City utility records.

(e) All notices herein shall be sent or given by the Director of Building and Code Compliance or his/her designee.

(f) When the City mails a notice in accordance with this section to a property owner, lienholder, or registered agent and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

Sec. 22-30. Functions.

A commission panel may:

1. Order the repair, within a fixed period, of buildings found to be in violation of an ordinance, local, state, or federal laws;

2. Declare a building substandard in accordance with the powers granted by Chapter 54 Texas Local Government Code or Chapter 214 Texas Local Government Code;

3. Order, in an appropriate case, the immediate removal of persons or property found on

private property, enter on private property to secure the removal if it is determined that conditions exist on the property that constitute a violation of an ordinance, and order action to be taken as necessary to remedy, alleviate, or remove any substandard building found to exist;

4. Issue orders or directives to any peace officer of the state, including a sheriff or constable or the chief of police of the municipality, to enforce and carry out the lawful orders or directives of the commission panel;

5. Determine the amount and duration of the civil penalty the municipality may recover as provided by Section 54.017 or 214.0015 of the Texas Local Government Code (Civil Penalty);

Sec. 22-31. Civil Penalty.

(a) A determination made under this Ordinance, Section 54.036(5) or Section 214.0015(j) of the Texas Local Government Code is final and binding and constitutes prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the municipality for final judgment in accordance with the established penalty.

(b) To enforce any civil penalty under this subchapter, the municipal secretary or clerk must file with the district clerk of the county in which the municipality is located, a certified copy of the order of the commission panel establishing the amount and duration of the penalty. No other proof is required for a district court to enter final judgment on the penalty.

Sec. 22-32. Vote. A majority vote of the members voting on a matter is necessary to take any action under this subchapter and any ordinance adopted by the municipality in accordance with this subchapter.

Sec. 22-33. Final Decision of Commission Panel/Judicial Review.

a. Any owner, lienholder, or mortgagee of record jointly or severally aggrieved by any decision of a commission panel may present a petition to a district court, duly verified, setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be presented to the court within 30 calendar days after the date a copy of the final decision of the commission panel is personally delivered, mailed by first class mail with certified return receipt requested, or delivered by the United States Postal Service using signature confirmation service, to all persons to whom notice is required to be sent under Section 54.035 of Texas Local Government Code.

b. The commission panel shall deliver or mail a copy promptly after their decision becomes final. In addition, an abbreviated copy of the order shall be published one time in a newspaper of general circulation in the municipality within 10 calendar days after the date of the delivery or mailing of the copy as provided by this subsection, including the street address or legal description of the property; the date of the hearing, a brief statement indicating the results of the order, and instructions stating where a complete copy of the

order may be obtained, and a copy shall be filed in the office of the municipal secretary or clerk.

c. On presentation of the petition, the court may allow a writ of certiorari directed to the commission panel to review the decision of the commission panel and shall prescribe in the writ the time, which may not be less than 10 days, within which a return on the writ must be made and served on the relator or the relator's attorney.

d. The commission panel may not be required to return the original papers acted on by it. It is sufficient for the commission panel to return certified or sworn copies of the papers or of parts of the papers as may be called for by the writ.

e. The return must concisely set forth other facts as may be pertinent and material to show the grounds for the decision appealed from and shall be verified.

f. The allowance of the writ does not stay proceedings on the decision appealed from.

g. The district court's review shall be limited to a hearing under the substantial evidence rule. The court may reverse or affirm, in whole or in part, or may modify the decision brought up for review.

h. Costs may not be allowed against the commission panel.

i. If the decision of the commission panel is affirmed or not substantially reversed but only modified, the district court shall allow to the municipality all attorney's fees and other costs and expenses incurred by it and shall enter a judgment for those items, which may be entered against the property owners as well as all persons found to be in occupation of the property subject to the proceedings before the commission panel.

Sec. 22-34. Lien; Abstract.

(a) An order issued under Section 54.036 of the Texas Local Government Code, including any civil penalties assessed under Section 54.036(5), is enforceable in the same manner as provided in Sections 214.001(k), (m), (n), and (o) of the Texas Local Government Code. An abstract of judgment shall be ordered against all parties found to be the owners of the subject property or in possession of that property.

(b) A lienholder does not have standing to bring a proceeding under Section 54.039 on the ground that the lienholder was not notified of the proceedings before the commission panel or was unaware of the condition of the property, unless the lienholder had first appeared before the commission panel and entered an appearance in opposition to the proceedings.

Sec. 22-35. Commission Panel Decision Final.

If no appeals are taken from the decision of the commission panel within the required period, the decision of the commission panel is, in all things, final and binding.

Sec. 22-36. Municipal Court Proceedings Not Affected.

This subchapter does not affect the ability of a municipality to proceed under the jurisdiction of the municipal court.

Sec. 22-37. Alternative Adjudication Processes.

A municipality by ordinance may adopt a civil adjudication process, such as an alternative to the enforcement process prescribed by other provisions of this Chapter for the enforcement of ordinances described by Section 22-27. The alternative process must contain provisions relating to notice, the conduct of proceedings, permissible orders, penalties, and judicial review that are similar to the provisions of this Chapter.

Sec. 22-38. Alternative Procedure for Administrative Hearing.

(a) As an alternative to the enforcement processes described by this chapter, a municipality by ordinance may adopt a procedure for an administrative adjudication hearing under which an administrative penalty may be imposed for the enforcement of an ordinance described by Section 54.032 or adopted under Section 214.001(a)(1) of the Texas Local Government Code.

(b) A procedure adopted under this section must entitle the person charged with violating an ordinance to a hearing and must provide for:

(1) the period during which a hearing shall be held;
(2) the appointment of a hearing officer with authority to administer oaths and issue orders compelling the attendance of witnesses and the production of documents; and
(3) the amount and disposition of administrative penalties, costs, and fees.

(c) A municipal court may enforce an order of a hearing officer compelling the attendance of a witness or the production of a document.

(d) A citation or summons issued as part of a procedure adopted under this section must:

(1) notify the person charged with violating the ordinance that the person has the right to a hearing; and
(2) provide information as to the time and place of the hearing.

(e) The original or a copy of the summons or citation shall be kept as a record in the ordinary course of business of the municipality and is rebuttable proof of the facts it states.

(f) The person who issued the citation or summons is not required to attend a hearing under this section.

(g) A person charged with violating an ordinance who fails to appear at a hearing authorized

under this section is considered to admit liability for the violation charged.

(h) At a hearing under this section, the hearing officer shall issue an order stating:

(1) whether the person charged with violating an ordinance is liable for the violation; and
(2) the amount of a penalty, cost, or fee assessed against the person.

(i) An order issued under this section may be filed with the clerk or secretary of the municipality. The clerk or secretary shall keep the order in a separate index and file. The order may be recorded using microfilm, microfiche, or data processing techniques.

(j) An order issued under this section against a person charged with an ordinance violation may be enforced by:

(1) filing a civil suit for the collection of a penalty assessed against the person; and
(2) obtaining an injunction that:

(A) prohibits specific conduct that violates the ordinance; or
(B) requires specific conduct necessary for compliance with the ordinance.

(k) A person who is found by a hearing officer to have violated an ordinance may appeal the determination by filing a petition in municipal court before the 31st day after the date the hearing officer's determination is filed. An appeal does not stay enforcement and collection of the judgment unless the person, before filing the appeal, posts a bond with an agency designated for that purpose by the municipality.

SECTION 2. SEVERABILITY CLAUSE. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 3. SAVINGS CLAUSE. Except as hereby amended, any policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this resolution shall remain in full force and effect, unimpaired hereby.

SECTION 4. EFFECTIVE DATE; PUBLICATION. The Ordinance shall take effect 10 days 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. REPEALING CLAUSE**. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. CUMULATIVE. This Ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

SECTION 7. PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice

of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON 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 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 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

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.
DATE SUBMITTED: November 23, 2022
MEETING DATE: December 5, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Ordinance repealing and replacing Ordinance No. O-2022-39 regulating emergency ambulance services *(2nd Reading)*. **This item supports QL - Quality of Life.**

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

Issue: Repeal ordinace in its entirety

Fiscal Consideration: N/a

Staff Recommendation: Approval

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 11/23/2022
Daniel Ramirez	Approved - 11/23/2022
Karla Saavedra	Approved - 12/2/2022
Patricia Rigney	Approved - 12/2/2022
City Management Office	Final Approval - 12/2/2022

ORDINANCE NO. O-2022-_____

AN ORDINANCE REPLEALING AND REPLACING ALL PRIOR ORDINANCES IN CONFLICT, REPLACING 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 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 Personnel** means a person who has the duty of performing or assisting in the performance of an ambulance call, including driving, or acting as an attendant on an ambulance.

(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.

(e) **City** means and refers to the City of Pharr, Texas, and its city limits.

(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.

(g) **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.

(h) **Emergency/9-1-1call** 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.

(i) **Emergency circumstances** mean 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) **Emergency medical service advisory designee (EMSAD)** means the individual (normally the EMS Chief or his designee) authorized to oversee the operation of the ambulance service system.

(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.

(l) **Emergency run** means an emergency ambulance trip, that may require 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.

(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.

(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 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.

(o) **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.

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

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

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

(s) **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.

(u) **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.

(v) **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)

(w) **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.

(x) **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.

(y) **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").

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

(aa) **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, or equipped vehicles used for transporting special care patients such as critical care or burn patients.

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

(cc)**Transport Service** shall include:

1. The non-emergency pickup and delivery within the limits of the City 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. 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., 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 provider of all 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.
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 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 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, 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.

SEC. 50.89 PRIVATE AMBULANCE REGISTRATION REQUIREMENTS

To obtain a private ambulance service registration, a person must make written application to the EMS Chief containing 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, 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, 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.

(9) A statement that the applicant agrees to comply with this Ordinance and all local, state, and federal laws.

(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.

SEC 50-90. REQUIREMENTS FOR ISSUANCE OF REGISTRATION

(A) The EMS Chief or his/her designee may recommend the issuance of a registration 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 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 registrant and the City EMS 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 or his designee.

(7) As a condition of obtaining a registration, 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 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.

(1) After receipt of an application for 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 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) Registration Issuance Requirements.

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 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 at this time.

SEC. 50-91. - REQUIREMENTS FOR REGISTRANTS.

(a) Minimum equipment and facilities.

(1) 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 State of State Health Services.

(2) The registrant 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 registrant shall be staffed with personnel in accordance with state department of health guidelines and Title 25, Texas Administrative Code.

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

(3) The registrant shall require that all personnel wear uniforms during the performance of their duties, which uniforms shall be adopted by registrant, and which will allow the general public to readily identify such personnel as emergency ambulance personnel.

(4) When on duty, 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 50-88, shall operate any ambulance upon the public streets in rendering ambulance services in response to calls unless holding a valid registration from the City, and until such ambulance has been certified for such usage by the 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.

(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 registration from the City and until such ambulance has been certified for such usage by the City EMS 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.

(3) Private ambulance service registrant's facilities and ambulances are subject to random inspection for Ordinance compliance by applicable City staff. 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. Furthermore, upon successful acquisition of a new ambulance service contract the registrant will be required to prepay the fee in reference to the length of time of the contract and complete the renewal application for registration.

SEC. 50-93. REGISTRATION FEES.

(1) *Registration Fees*. All registrations 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, 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 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. Said sum is considered as the reasonable and necessary cost to administer this chapter and registrations issued hereafter. The registration 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 registration fee will not be refunded.

SEC. 50-94. – PRIVATE AMBULANCE SERVICE REGULATIONS

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, jn writing via mutual aid agreement, 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 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.
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.

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

SEC. 50-96. - ALLOWABLE CHARGES.

(a) Registrants are authorized to charge the rates prescribed and set forth in this division. The City of Pharr will not guarantee payment of such fees, nor will it process billing for the registrant. Fees shall be paid by persons receiving the service directly to the registrant. 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 for transportation. The City reserves the right and option to bundle bill and adjust as necessary for the betterment of the city.

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

ALS 2 AMBULANCE	Unit Price Amount	$2,000.00
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
ALS N-EMERGENCY AMBULANCE	Unit Price Amount	$1,800.00
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
BLS NON-EMERG (3RD TRIP)	Unit Price Amount	$1,400.00
BLS NON-EMERGENCY TRANSPORT	Unit Price Amount	$1,400.00
BLS SUPPLIES	Unit Price Amount	$150.00
CARDIAC 3/4/12 LEAD/INTERPRETATION	Unit Price Amount	$150.00
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 injectable	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
IMMOBILIZATION - BACKBOARD SPL	Unit Price Amount	$100.00
IMMOBILIZATION - C-COLLAR	Unit Price Amount	$75.00
IMMOBILIZATION - HEAD BLOCKS	Unit Price Amount	$50.00
IMMOBILIZATION - SPIDER WEBING	Unit Price Amount	$25.00
IMMOBILIZATION PROCEDURE	Unit Price Amount	$150.00

INTRAOSSEOUS NEEDLE	Unit Price Amount	$150.00
INTUBATION	Unit Price Amount	$150.00
IV - 10 GTTS MACRO SET	Unit Price Amount	$30.00
IV - DRIP SET	Unit Price Amount	$30.00
IV - LACTATED RINGERS 1000ML	Unit Price Amount	$75.00
IV - SALINE FLUSH 10CC	Unit Price Amount	$15.00
IV - START KIT	Unit Price Amount	$75.00
IV - VENIGARD	Unit Price Amount	$15.00
IV - VENIGUARD	Unit Price Amount	$20.00
IV ADMIN SET	Unit Price Amount	$49.50
IV PUMP	Unit Price Amount	$75.00
IV SUPPLIES AND CATHETER	Unit Price Amount	$175.00
KERLEX	Unit Price Amount	$25.00
LEUR LOCK	Unit Price Amount	$25.00
MAC/LARYNGOSCOPE BLADE-ALL SZS	Unit Price Amount	$25.00
Midazolam hydrochloride 1MG	Unit Price Amount	$75.00
NASAL INTUBATION KIT	Unit Price Amount	$75.00

NEBULIZER	Unit Price Amount	$28.50
NEBULIZER MASK	Unit Price Amount	$40.00
NEEDLE 18G - 22G	Unit Price Amount	$20.00
NON-COVERED MILEAGE	Unit Price Amount	$35.00
NON-REBREATHER MASK	Unit Price Amount	$45.00
NON-REBREATHER MASK	Unit Price Amount	$45.00
NPA (NASAL PHARIYNGAL AIRWAY)	Unit Price Amount	$20.00
O2 TUBING	Unit Price Amount	$8.00
ONDANSETRON HYDROCHLO INJ 1MG	Unit Price Amount	$36.00
OPA (ORAL PHARIYNGAL AIRWAY)	Unit Price Amount	$6.00
OXYGEN	Unit Price Amount	$75.00
OXYGEN MASK/NASAL CANNULA	Unit Price Amount	$50.00
PILLOW DISPOSABLES	Unit Price Amount	$10.00
PULSE OXIMETRY	Unit Price Amount	$30.00
RAPID SEQUENCE INDUCTION	Unit Price Amount	$150.00
RATE FLOW EXTENSION SET	Unit Price Amount	$75.00
RETURNED CHECK FEE	Unit Price Amount	$25.00

ROTOR	Unit Price Amount	$27,500
ROTOR MILEAGE	Unit Price Amount	$250.00
Special Care Transport (SCT)	Unit Price Amount	$2,000.00
SHEETS DISPOSABLES	Unit Price Amount	$16.50
STERILE - 4X4 OR 2 X 2	Unit Price Amount	$12.10
SUCTION - AIRWAY MAINT	Unit Price Amount	$30.00
SUPERGLOTIC AIRWAY	Unit Price Amount	$150.00
SYRINGE 1CC - 10CC	Unit Price Amount	$15.00
TRAUMA CONTROL PROCEDURE	Unit Price 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

Medical Records	Unit Price Amount	$25.00
Copy of EMS Bill	Unit Price Amount	$25.00
Fixed Wing	Unit Price Amount	$25,000
Fixed Wing Mileage	Unit Price Amount	$250.00
	EMS DEDICATED SPECIAL EVENT Services	
MICU Ambulance	Unit Price Amount	$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	Unit Price Amount	$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.

True and accurate records of activities in the City shall be kept as required by local, state, and federal law, 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, including inspection of all permits, licenses, certificates, records, and equipment of registrant 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 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 provider shall respond to emergency calls.

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

The registrant, as a condition of the issuance of a registration 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 operation. The registrant shall indemnify and hold harmless the City, its officers, 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 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.

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, 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.

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

SEC. 50-103- MONTHLY REPORT REQUIRED

Registrants shall file a monthly written report to the EMS 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 AND REPLACEMENT OF CONFLICTING ORDINANCE(S)

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

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 requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21st day of November 2022.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.
DATE SUBMITTED: December 2, 2022
MEETING DATE: December 5, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution entering into an agreement with the Texas Department of Transportation for street closure of US 281 (Cage Boulevard) from Business 83 to Kelly Avenue for the New Year's Ball Drop from Thursday, December 29, 2022, at 7:00 p.m. until Sunday, January 1, 2022, at 11:59 a.m. **This item supports QL - Quality of Life.**

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

Issue: The City of Pharr wishes to enter into an agreement with the State of Texas, acting, by and through the Texas Department of Transportation, for the temporary street closure of a street for a festival.

The stage, ball and crane require two days to set up before the event. Therefore, a resolution is needed to adjust the closure dates.

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 - 12/2/2022
Patricia Rigney	Approved - 12/2/2022
City Management Office	Final Approval - 12/2/2022

RESOLUTION R-2022-__

A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for a public event.

That the closure of US 281 (Cage Boulevard) from Business 83 to Kelly Avenue for the New Year's Ball Drop from Thursday, December 29, 2022, at 7:00 p.m. until Sunday, January 1, 2022, at 11:59 a.m.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 5th day of December, 2022, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.
DATE SUBMITTED:
MEETING DATE: December 5, 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 #: 5.E.1.
DATE SUBMITTED: November 29, 2022
MEETING DATE: December 5, 2022

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Kids at Play Learning Center LLC. representing The Rock Outreach of The Valley, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C). The property is legally described as being Lots 23 through 26, Chapa Subdivision No. 2, Pharr, Hidalgo County, Texas. The property's physical address is 413 East State Street. COZ#220963 **This item supports EV - Economic Vitality.**

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

Issue: Kids at Play Learning Center LLC. representing The Rock Outreach of The Valley, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the request to rezone from Single-Famly Residential District (R-1) to General Business District (C) as the property meets area requirements and has adequate ingress and egress.

The Planning and Zoning Commission voted unanimously to approve the rezoning request from Single-Family Residential District (R-1) to General Business District (C) at their meeting of November 28, 2022. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/29/2022
Patricia Rigney	Approved - 11/30/2022
Kimberly Mendoza	Approved - 11/30/2022
City Management Office	Final Approval - 12/2/2022

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, DECEMBER 5, 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 General Business District (C). The property is legally described as being Lots 23 through 26, Chapa Subdivision No. 2, Pharr, Hidalgo County, Texas. The property's physical address is 413 East State Street. COZ#220963**

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:

Kids at Play Learning Center LLC. representing The Rock Outreach of The Valley, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C) in order to operate a daycare.
The subject site is located on the north side of East State Street, approximately 150 feet west of North Dogwood Street. The property is legally described as being Lots 23-26, Chapa Subdivision No. 2, Pharr, Hidalgo County, Texas.

The property fronts East State Street, a 50' – 60' local street that runs east and west with a posted speed limit of 20 to 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Single Family Residential District (R-1). The property and the properties to the north, east and west were zoned to Single Family Residential District (R-1) and the property to the south was zoned to Heavy Commercial District (H-C) on March 30, 1982, when the city adopted the current zoning ordinance. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for single family residential use in the Land Use Plan.

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

Fifteen (15) letters were mailed out to the surrounding property owners on November 10, 2022, and a legal notice was published in the Advance News Journal on November 9, 2022. Staff received no response to the letters or the legal notice.

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

CITY COMMISSION OPTIONS:

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

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Kids at Play Learning Center, LLC rep.
The Rock Outreach of the Valley
APPLICANT

Single Family Residential District (R-1)
CURRENT ZONE

413 East State Street
ADDRESS

General Business District (C)

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

STAFF RECOMMENDATIONS: **Approval**

Development Services is recommending approval of the request to re-zone from Single-Family Residential District (R-1) to General Business District (C) as the property meets area requirements and has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow reasonable use of the property and granting the request results in equal treatment of similarly situated properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Anaisa Licerio, Planner II
PREPARED BY

November 21, 2022
DATE

Proposed Change of Zone
413 E. State St., No. 2 out of Lots 23-26
Kids at Play Learning Center, LLC

Zoning

ZONE

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

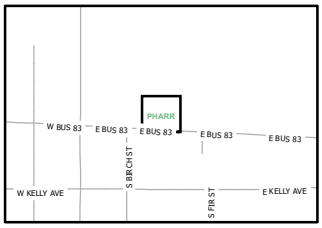
Scale: 1 inch = 100 feet

0 50 100 200 300 400 Feet

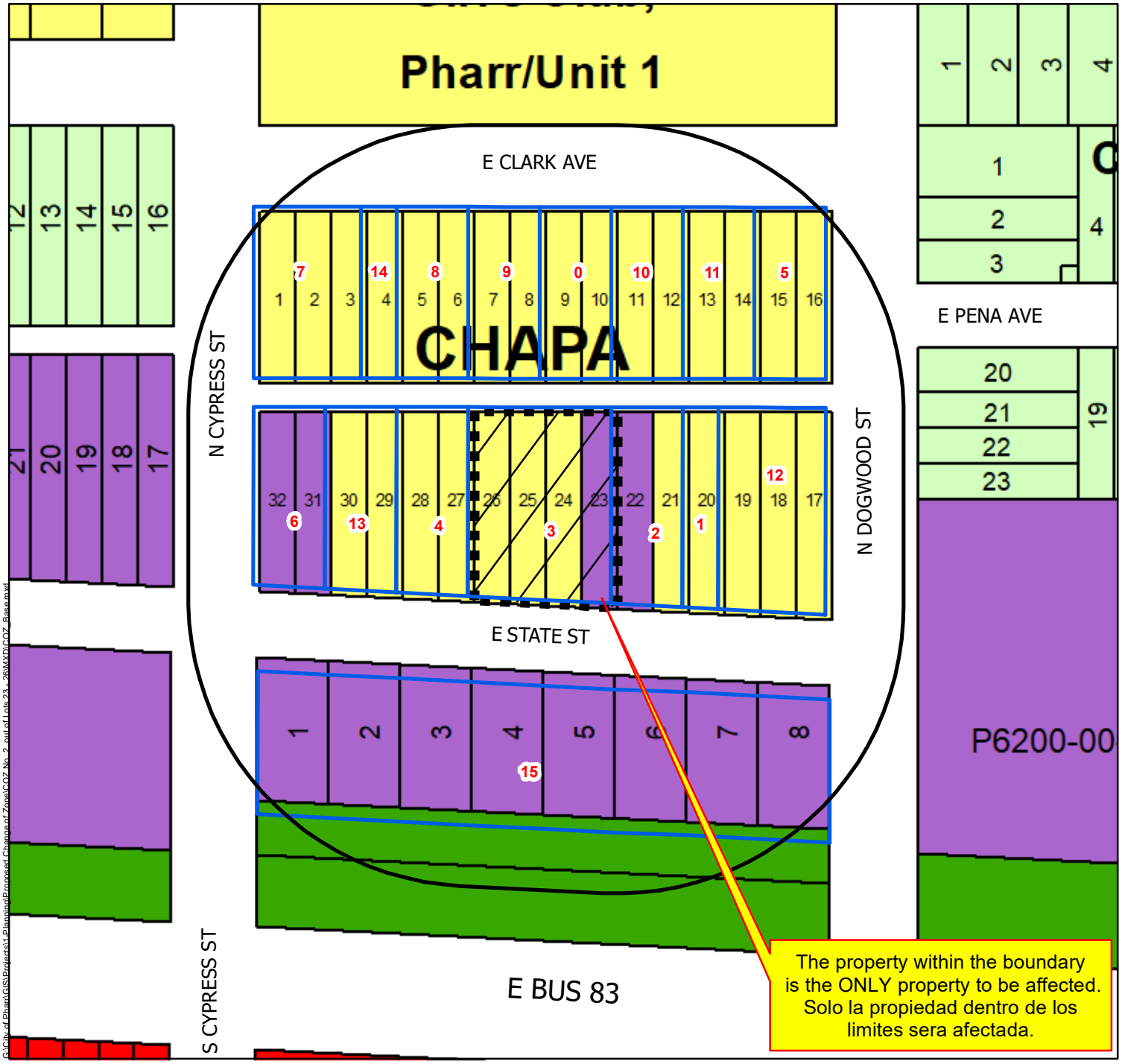
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 11/9/2022

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.



Proposed Change of Zone
413 E. State St., No. 2 out of Lots 23-26
Kids at Play Learning Center, LLC



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
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- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Scale: 1 inch = 100 feet

0 50 100 200 300 400 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 11/9/2022

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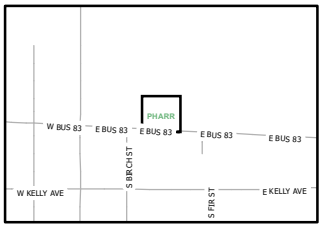
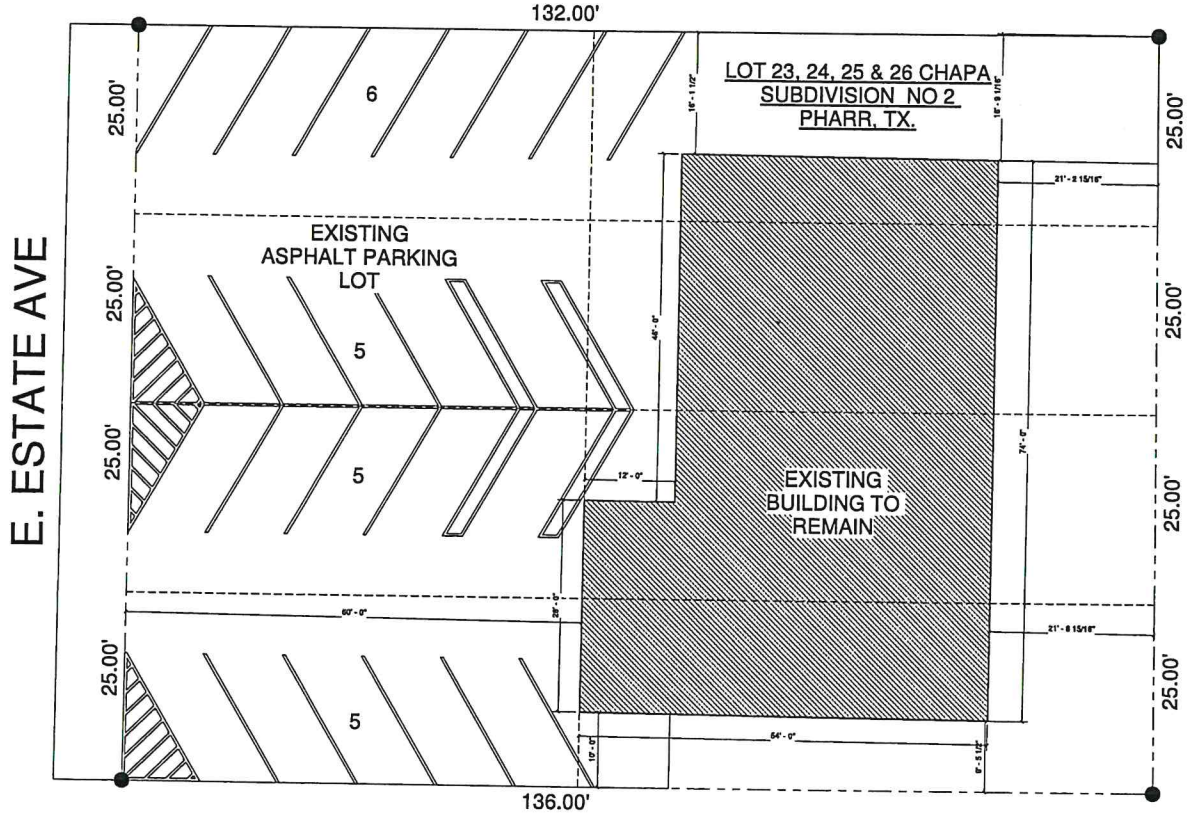




① SITE PLAN
1/8" = 1'-0"

SITE PLAN NOTES

BUILDING SETBACKS:

PER PLAN OR ORDINANCES.
SETBACKS AND EASEMENTS NOTED IN SITE PLAN.

NOTE: CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF PROPERTY PIN LOCATIONS FOR PROPER SETBACK REQUIREMENTS FROM MUNICIPALITY.

GENERAL SITE PLAN NOTES:

1. SITE LAYOUT INCLUDING BUILDING IS FOR REFERENCE ONLY, AND ITS NOT CONSIDERED A SURVEY, AND SHOULD NOT BE USED AS A SURVEY. SITE PLAN SHOULD NOT BE USED FOR ANY DEVELOPMENT, SITE CONSTRUCTION, AND/OR BUILDING CONSTRUCTION, IF OWNER AND /OR CONTRACTOR DECIDES TO USE THIS SITE PLAN FOR SITE CONSTRUCTION, IS AT OWN RISK, SURVEY RECOMMENDED.

2. SITE PLAN PROPERTY LINES DRAWN AS PER LOT DIMENSIONS AVAILABLE FROM RECORDED SUBDIVISION PLAN AND LEGAL DESCRIPTION.

3. OWNER/CONTRACTOR TO VERIFY WITH CITY ON ANY REQUIRED R.O.W. PERMITS, SUBDIVISION REQUIREMENTS, ZONING, TXDOT PERMITS, CURB CUTS PERMITTED, CURB CUT APPROACH MINIMUM AND MAXIMUM SIZE PERMITTED.

4. IRRIGATION PLAN, IF ANY, PROVIDED BY OTHERS.

5. FIELD VERIFY ALL MEASUREMENTS F SITE LAYOUT, INCLUDING BUILDING LOCATION PRIOR TO DEVELOPMENT AND/OR CONSTRUCTION, DESIGNER IS NOT RESPONSIBLE FOR ANY CONSTRUCTION AND/OR DEVELOPMENT. CONTRACTOR IS RESPONSIBLE FOR ALL MEASUREMENT VERIFICATION PRIOR TO DEVELOPMENT AND/OR CONSTRUCTION.

6. OWNER/CONTRACTOR IS RESPONSIBLE TO OBTAIN APPROVAL FROM CITY AND/OR OTHER ENTITIES AS REQUIRED, FOR SITE LAYOUT.

7. OTHER CIVIL DRAWINGS IF REQUESTED BY MUNICIPALITY, ARE TO BE OBTAINED BY CONTRACTOR AND/OR OWNER.

8. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL EASEMENTS AND/OR R.O.W. ON OR ADJACENT TO PROPERTY PRIOR TO CONSTRUCTION.

9. CONTRACTOR RESPONSIBLE FOR REQUESTING UTILITY IDENTIFICATION AND/OR LOCATIONS FROM 811.

CONCEPTUM
DRAFTING & DESIGN

956-537-0237
arq.nestorsanchez@gmail.com

PROJECT NO. Project Number
SHEET NO. A-1.0

SCALE: As indicated
DATE: 10-26-2022
DSGN BY: NS
APPL BY: IB

SHEET NAME: SITE PLAN
CLIENT INFOMAATION: IRIS BUITRON

PROJECT ADDRESS: 413 E. STATE AVE, PHARR, TX
PROJECT INFOMAATION: LOT 23,24,25 & 26 CHAPA SUBD NO 2, PHARR, TX

RIGHTS RESERVED ON THIS PLAN BY CONCEPTUM. THIS SITE PLAN FOR CONSTRUCTION FOR MORE THAN ONE ONLY.
ALL RIGHTS RESERVED INCLUDING RIGHT OF USE BY ANY ONE OR RIGHT TO PRODUCE OR COPY WHOLE OR PART WITHOUT PERMISSION.
WHILE EVERY ATTEMPT HAS BEEN MADE IN THE MATTER, THE DRAFTSMAN CANNOT GUARANTEE ALL ERRORS AND OMISSIONS. THE CONTRACTOR IN THE JOB SITE MUST CHECK ALL DIMENSIONS AND DETAILS AND BE RESPONSIBLE FOR THEIR USE.

PRINT SCALE
11X17 = 1/8"=1'-0"
24X36 = 1/4"=1'-0"

10/26/2022 3:22:18 PM

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.2.
DATE SUBMITTED: November 29, 2022
MEETING DATE: December 5, 2022

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden & Hunt, Inc., representing Children's Haven International Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being 3.366 acres more or less, out of Lot 1, Children's Haven Mobile Home Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 400 East Minnesota Road. COZ#220964 **This item supports EV - Economic Vitality.**

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

Issue: Melden & Hunt, Inc., representing Children's Haven International Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the request to rezone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) as the property meets area requirements and has adequate ingress and egress.

The Planning and Zoning Commission voted unanimously to approve the rezoning request from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) at their meeting of November 28, 2022. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/29/2022
Patricia Rigney	Approved - 11/30/2022
Kimberly Mendoza	Approved - 11/30/2022

City Management Office Final Approval - 12/2/2022

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, DECEMBER 5, 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 Limited Industrial District (L-I). The property is legally described as being 3.366 acres more or less, out of Lot 1, Children's Haven Mobile Home Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 400 East Minnesota Road. COZ#220964**

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:

Melden & Hunt, Inc., representing Children's Haven International Inc., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) in order to develop a battery storage facility.

The subject site is located on the south side of East Minnesota Road, approximately ¼ mile east of IH 69C and has a physical address 400 of East Minnesota Road. The property is legally described as being 3.366 acres more or less, out of Lot 1, Children' s Haven Mobile Home Park Subdivision, Pharr, Hidalgo County, Texas.

The subject property fronts East Minnesota, an 80' major collector street that runs west and east with a posted speed limit of 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property was zoned Agricultural and/or Open Space District (A-O) on August 20, 1991, when annexed into the City of Pharr. The properties to the east were zoned to Single-Family Residential District (R-1) on October 1, 2002. The property to the north was rezoned from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) on November 4, 2003. The properties to the west were zoned to Limited-Industrial District (L-I) on October 21, 1980. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for single family residential use in the Land Use Plan.

The Limited Industrial District (L-I) is intended for industrial parks and larger, cleaner types of industries. The manufacturing uses should be conducted within a totally enclosed building. Any activities conducted outside should be screened and buffered, and no external effects such as excessive noise or odor should extend beyond the property lines. The sites for such uses are typically a minimum of two acres and average five to ten acres, with a significant amount of land dedicated to landscaping.

Forty-six (46) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on November 10, 2022, and a legal notice was published in the Advance News Journal on November 9, 2022. Staff received one (1) telephone response in opposition and one (1) mail response in favor to the item.

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

CITY COMMISSION OPTIONS:

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

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Melden & Hunt, Inc representing Children's Haven International Inc
APPLICANT

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

400 East Minnesota Road
ADDRESS

Limited Industrial District (L-I)

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

STAFF RECOMMENDATIONS: **Approval**

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

Laura Fonseca
PREPARED BY

November 21, 2022
DATE

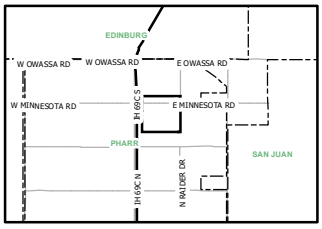
Proposed Change of Zone
400 E. Minnesota Rd., 3.366 acres, out of Lot 1
Melden & Hunt Inc. Rep. Children's Haven International Inc.

Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- 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. 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.



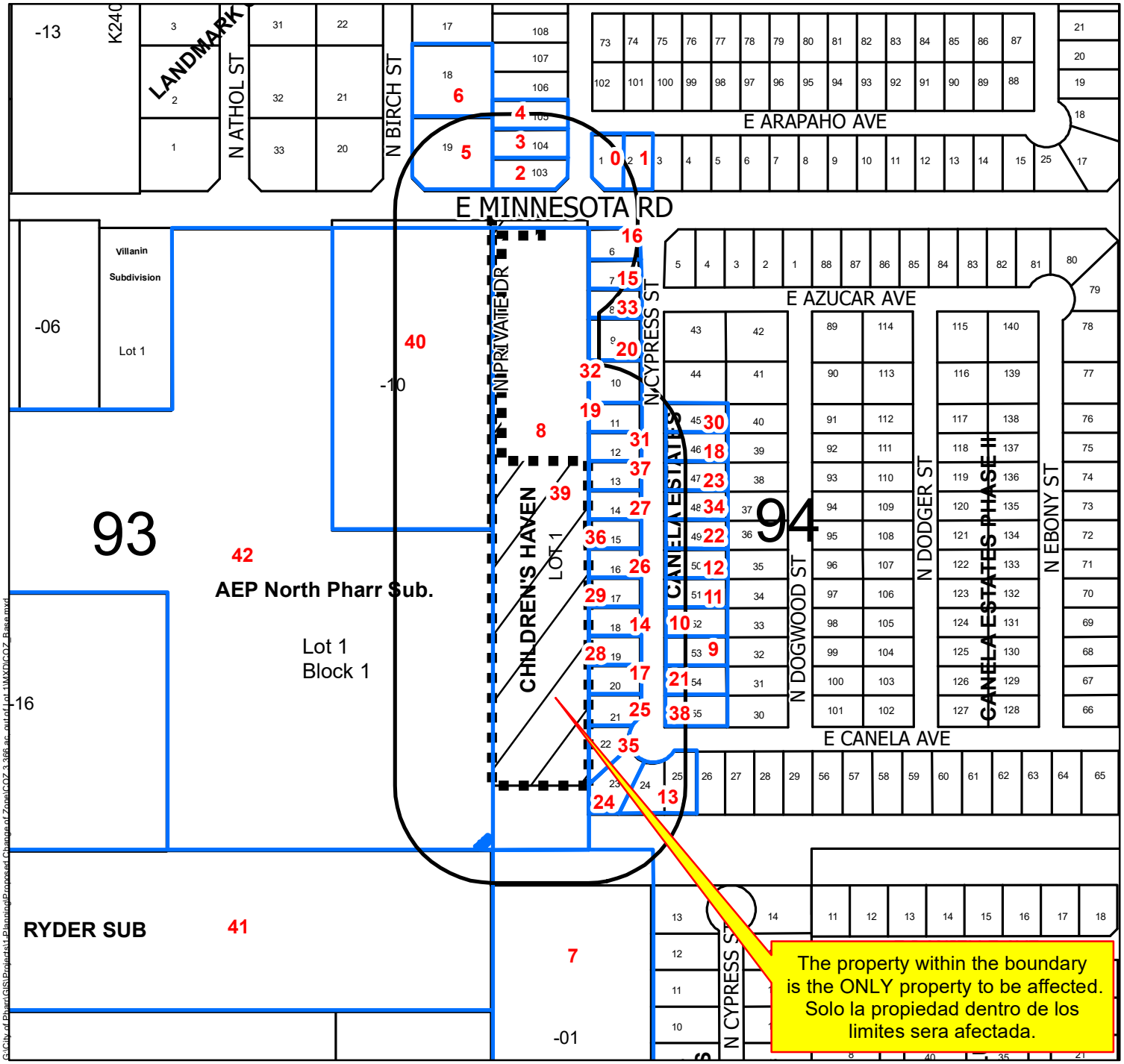
Scale: 1 inch = 295 feet

0 145 290 580 870 1,160 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 11/22/2022

Proposed Change of Zone
400 E. Minnesota Rd., 3.366 acres, out of Lot 1
Melden & Hunt Inc. Rep. Children's Haven International Inc.



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
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- Townhouse
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- Notified Properties
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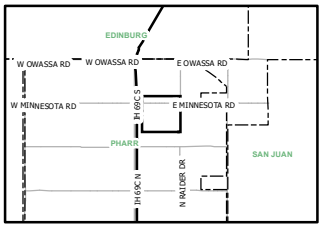


Scale: 1 inch = 295 feet

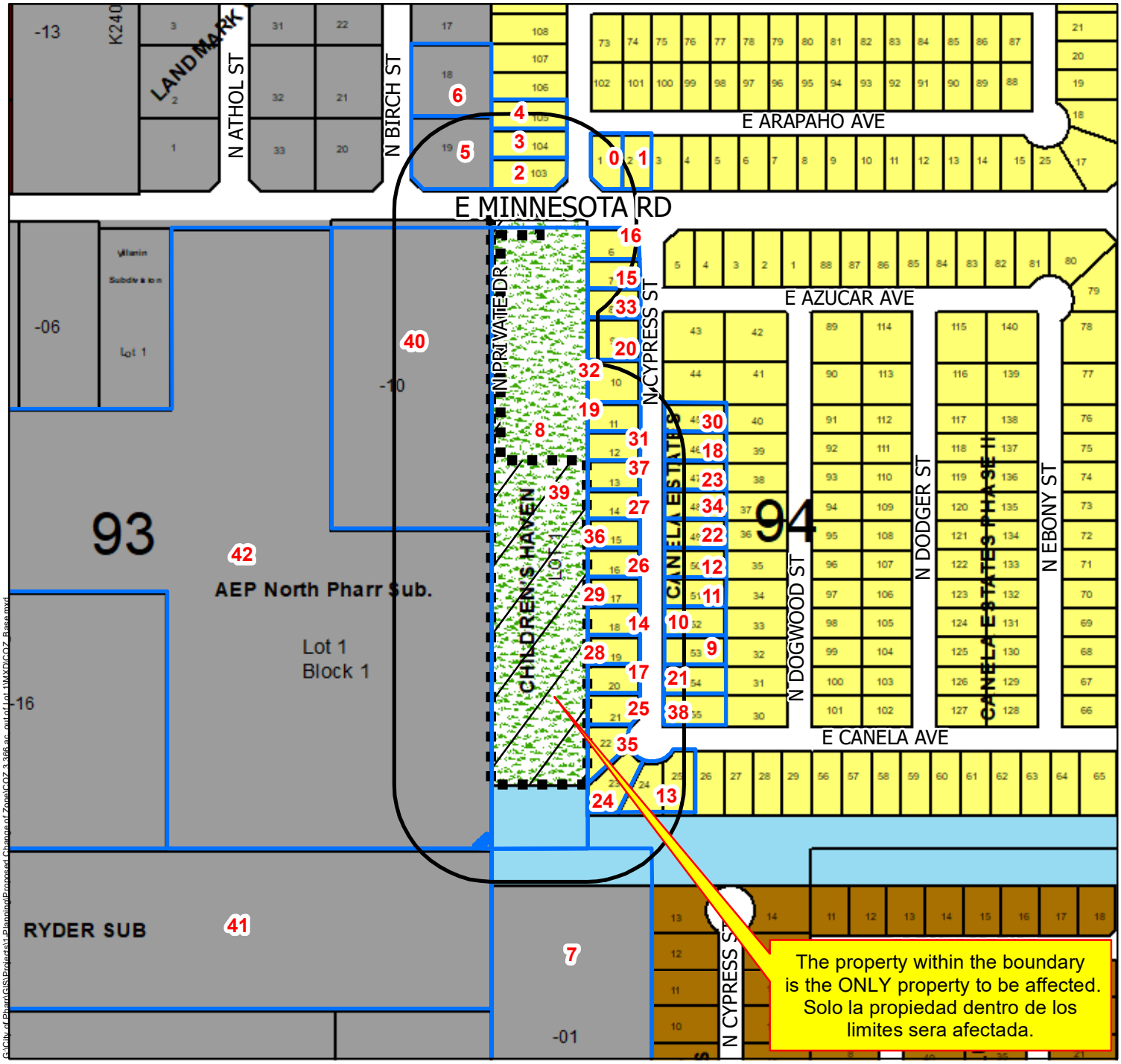
0 145 290 580 870 1,160 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 11/22/2022

G:\City of Pharr\GIS\Projects\Planning\Proposed Change of Zone\COZ 3.366 ac. out of Lot 1\MXD\COZ_Base.mxd

Proposed Change of Zone
400 E. Minnesota Rd., 3.366 acres, out of Lot 1
Melden & Hunt Inc. Rep. Children's Haven International Inc.



Zoning

ZONE

- Agricultural Open Space
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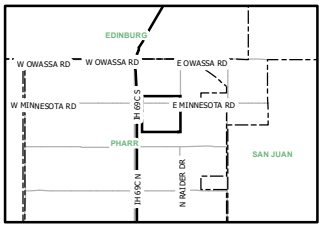

Scale: 1 inch = 295 feet

0 145 290 580 870 1,160 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 11/22/2022

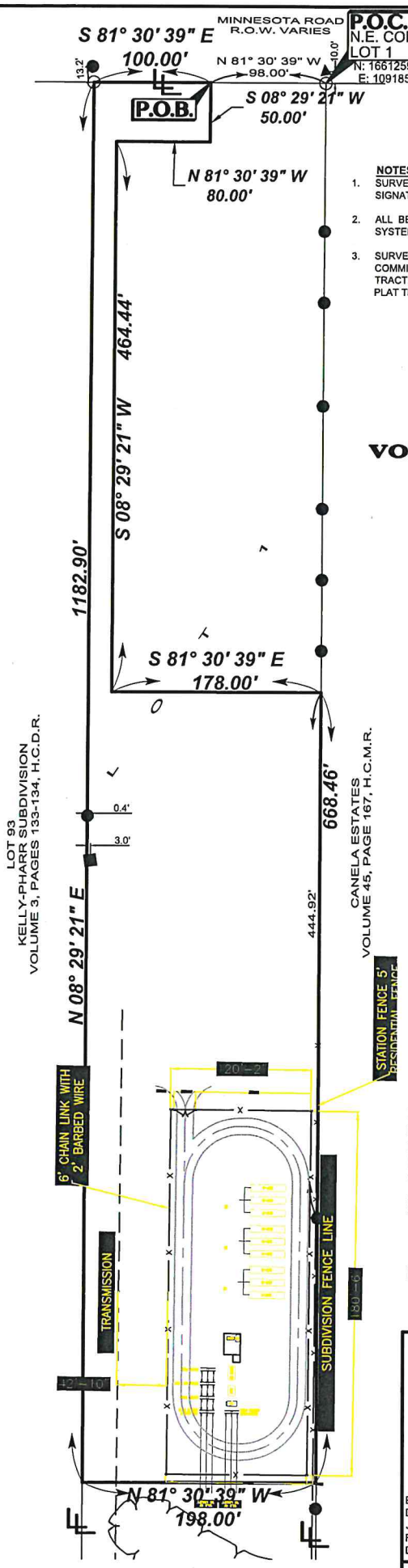

EXHIBIT "B"

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
3. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.

N

SCALE:1"=100'

PLAT SHOWING
3.366 ACRES
OUT OF LOT 1
CHILDREN'S HAVEN
VOLUME 27, PAGE 140A H.C.M.R.
CITY OF PHARR
HIDALGO COUNTY, TEXAS

LEGEND

- ● FOUND No.4 REBAR
- ▲ FOUND COTTON PICKER SPINDLE
- ■ FOUND CONCRETE MONUMENT
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- EDGE OF DITCH TOP

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
N.E. COR. - NORTHEAST CORNER
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
LL - LOT LINE

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 10/25/22 UNDER MY DIRECTION AND SUPERVISION AND WAS NOT INTENDED TO SHOW ALL IMPROVEMENTS AND EASEMENTS.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE:

PAGE OF 2 OF 2

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

BOOK: T-, PG.
DATE: 11-22-22
JOB No. 22167.02.08
FILE NAME: 22167.02 WITH PORTION AERIAL
DRAWN BY: I.H.

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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.
DATE SUBMITTED:
MEETING DATE: December 5, 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 #: 5.F.1.
DATE SUBMITTED: November 29, 2022
MEETING DATE: December 5, 2022

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Perez Consulting Engineers, representing Charles D. Mueller, Manager for Lynn Tract, L.P., A Texas Limited Partnership, is requesting final plat approval of the proposed UHS Center on Ridge Subdivision. The property is legally described as being a 3.71 acre tract of land out of and a portion of Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 400-500 Block of West Ridge Rd. SUB#220617 **This item supports EV - Economic Vitality.**

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

Issue: Perez Consulting Engineers, representing Charles D. Mueller, Manager for Lynn Tract, L.P., A Texas Limited Partnership, is requesting final plat approval of the proposed UHS Center on Ridge Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed UHS Center on Ridge Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed UHS Center on Ridge Subdivision at their meeting of November 28, 2022. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/29/2022
Patricia Rigney	Approved - 11/30/2022
Kimberly Mendoza	Approved - 11/30/2022
City Management Office	Final Approval - 12/2/2022

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, DECEMBER 05, 2022

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: UHS CENTER ON RIDGE SUBDIVISION
FILE NO. **SUB#220617**

GENERAL INFORMATION:

APPLICANT: Perez Consulting Engineers, representing Charles D. Mueller, Manager for Lynn Tract, L.P., A Texas Limited Partnership, is requesting final plat approval of the proposed UHS Center on Ridge Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 3.71 acre tract of land out of and a portion of Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 400-500 Block of West Ridge Rd.

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

PROPERTY PROPOSED USE: Medical clinics.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed UHS Center on Ridge Subdivision subject to the following conditions set before you.

STREETS, PAVING AND R.O.W.:	1. Provide street light layout maximum distance of 250', show distances between street lights.
EASEMENTS:	1. Show easements dedicated by plat or existing, if any. 2. Provide a 15' Exclusive easement to City of Pharr, for water & sewer, if any. 3. Verify location of landscaping easement.
SIDEWALK: **ADA:**	1. Follow City of Pharr Construction Standards Manual.
FIRE PROTECTION:	1. See attached comments.
WATER:	1. See attached comments. 2. Follow City of Pharr Construction Standards Manual.
SEWER:	1. See attached comments. 2. Follow City of Pharr Construction Standards Manual.
DRAINAGE:	1. Use detention directive.
OTHER:	1. Review with HCID #2, if any issues within property. 2. Provide plat note for detention, who will be responsible for maintenance. 3. Staff notes are attached.

PLANNING AND ZONING COMMISSION:	The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed UHS Center on Ridge subdivision.

801 E. SAM HOUSTON
PHARR, TEXAS 78577
PHONE: 956-402-4300
FAX: 956-783-4688

Pharr Public Utilities

Ruben Rosales
Public Utilities Director

PLAT REVIEW MEETING FOR:

UHS-CENTER ON RIDGE SUBDIVISION

****

COMMENTS: **Initials: J.R. / O.D.L.** **JULY 28, 2022**

****

WATER:

- Ok as proposed.
- Depending on site plan it will required PVC casing for water line on the entrance 5' beyond edges
- Water meter box will need to be installed before water meter is installed
- Comments made change depending of circumstances.
- Follow City of Pharr Construction Standards Manual.

SEWER:

- Ok as proposed.
- Will need to update sanitary sewer rim and cover detail.
- Comments made change depending of circumstances.
- 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:_____

Pharr
Fire Department

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

Subdivision: UHS CENTER ON RIDGE SUBD. (STAFF PRELIMINARY)

Reviewed by: Dago Soto November 21, 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:

1. **SHALL PROVIDE HYDRANT DETAIL.**
2. **CALL OUT EXISTING FIRE HYDRANT ALONG W. RIDGE RD.**
3. **THE FIRE HYDRANT ON W. RIDGE AND S. DAHLIA IS LOCATED ON NORTH EAST CORNER OF S. DAHLIA ENTRANCE.**
4. **SHALL REQUIRE AN ADDITIONAL FIRE HYDRANTS. THE SITE PLAN WILL DETERMINE THE LOCATIONS OF THE FIRE HYDRANTS. MAY REQUIRED A MIN. OF 2 FIRE HYDRANTS.**

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: UHS Center on Ridge Subdivision **DATE:** July 26, 2022

REVIEW: Preliminary (comments plans dated 7-15-2022)

PLAT

1. Signature from P.E. & R.P.L.S. required.
2. Note No. 4---Use correct City of Pharr drainage directive: "*Storm Water detention is required for this property. The engineer of record for this subdivision plat has estimated that an area of approximately _____acres and a volume of approximately_____ acre feet will be required for this use. This is an estimate only and detailed analysis may reveal different requirements. No Building permit shall be issued for this platted property until a storm water detention system design has been approved by the City of Pharr for this commercial development".*
3. Note No. 5---revise note to say… "Owners to maintain detention areas".
4. Add note---Owners to maintain R.O.W. and perimeter of entire subdivision.

SITE PLAN

1. Use composite sanitary sewer manhole detail with updated logo.
2. Show a cross-section detail of access drive at time of building permit stage.
3. Sanitary sewer services shall require a concrete cradle underneath wye.
4. Include storm sewer layout. Discharge shall be based on drainage masterplan.
5. No swales/detention ponds to be inside utility easements at time of building permit phase.

DRAINAGE

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

CONSTRUCTION SCHEDULE
• The contractor shall provide a construction schedule for the above-mentioned subdivision.

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

- Detention pond depths that exceed 3’-ft shall require perimeter fence.

Pharr Public Work

Staff Review Meeting **DATE: 07/27/2022**

UHS Center **3.71 Acres**

Ridge Subdivision

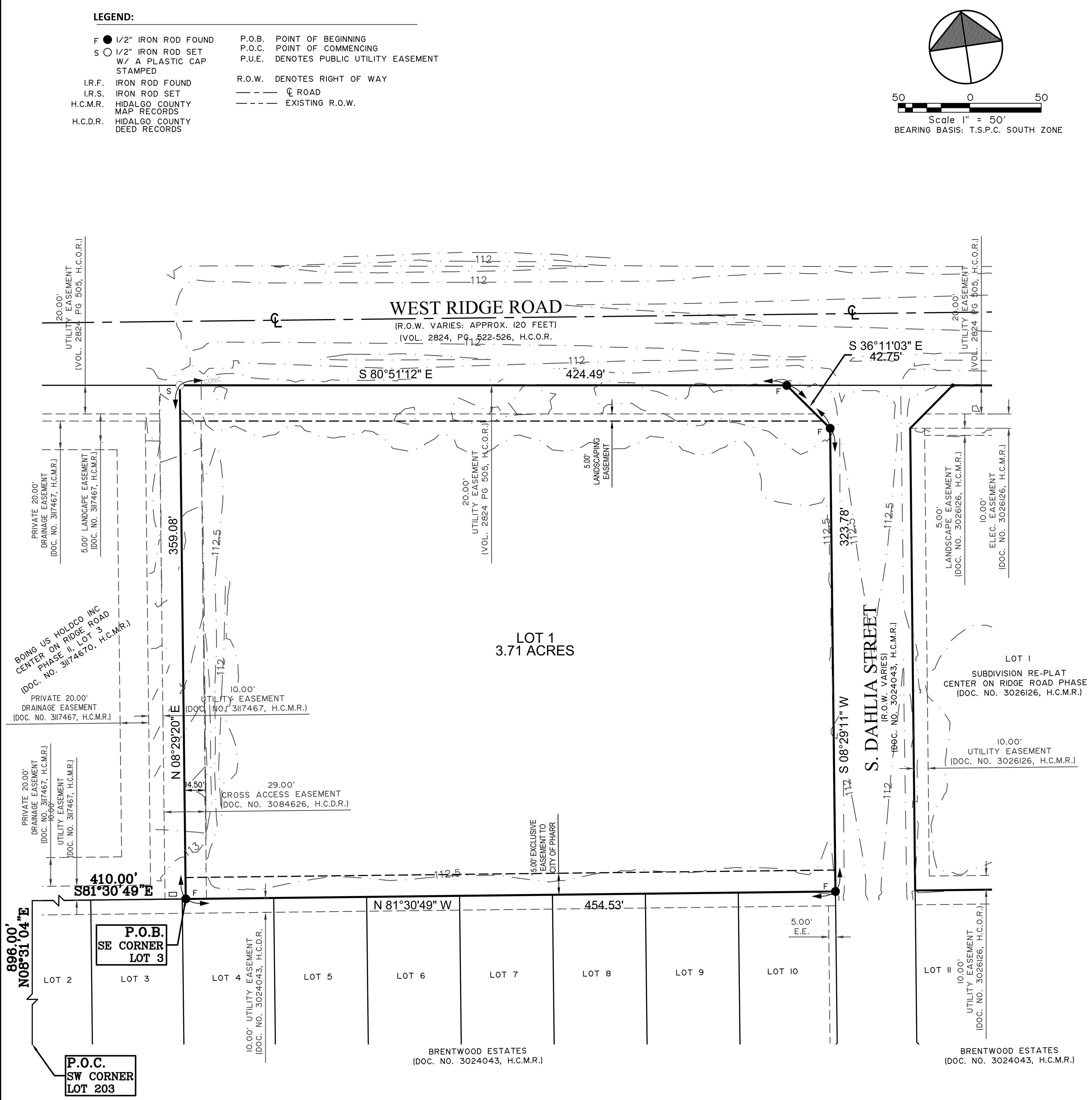
Pharr Tx, 78577

Plat Notes:

- **No comments**

General Notes:

- **Show Drainage Details Elevation, connections.**
- **Show all Utility sections details crossing and crossing and Drain outfall connection**
- **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 the Environmental Quality (T.C.E.Q.) and City of Pharr B.M.P. requirements.**
- **Must submit (1) digital copy in (USB) for review and one (1) hard copy for Finalization of the Erosion & Sediment control Plan at pre-construction meeting. Will be reviewed and must be approved Prior to any earthwork disturbance and Notice to Proceed (NTP) is issued.**

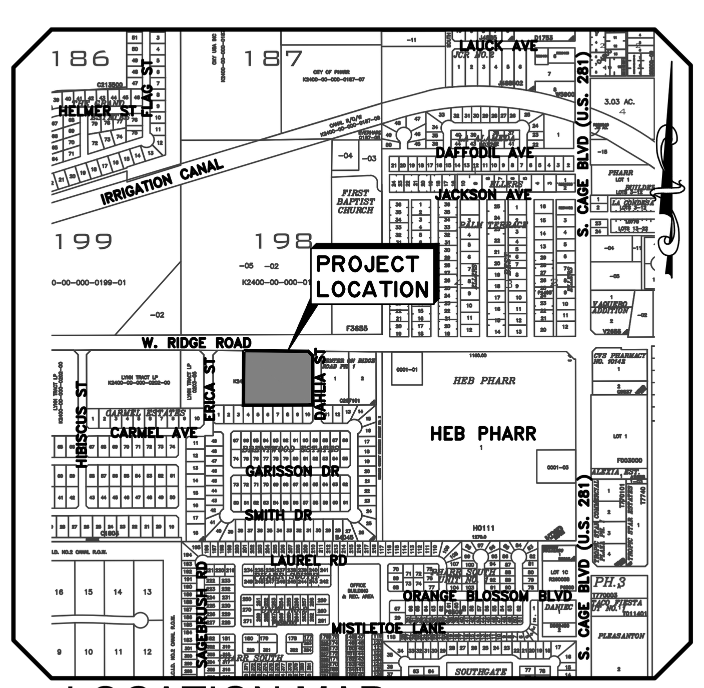


SUBDIVISION PLAT

UHS-CENTER ON RIDGE SUBDIVISION

PHARR, TEXAS

BEING A 3.71 (161,566 SQ. FT.) ACRE TRACT OF LAND OUT OF AND A PORTION OF LOT TWO HUNDRED THREE (203), KELLY-PHARR SUBDIVISION, SITUATED IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 03, PAGES 133-134, OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS; AND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO LYNN TRACT, L.P. (LYNN TRACT), A TEXAS LIMITED PARTNERSHIP, IN SPECIAL WARRANTY DEED, DATED OCTOBER 15,2007, AS RECORDED IN DOCUMENT NUMBER 1824380 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS



CONTACT INFORMATION:

OWNER: CHARLES D. MUELLER, SOLE MANAGER OF SYNERGIS, L.L.C., SOLE GENERAL PARTNER OF LYNN TRACT, L.P.
1400 N. McCOLL ROAD
McALLEN, TEXAS 78501

ENGINEER: PCE-PEREZ CONSULTING ENGINEERS
808 DALLAS AVENUE
McALLEN, TEXAS 78501

SURVEYOR: AZIMUTH ENGINEERING & SURVEYING LLC
907 SUMMIT CIRCLE
EDINBURG, TEXAS 78539

METES AND BOUNDS DESCRIPTION :

BEING A 3.71 (161,566 SQ. FT.) ACRE TRACT OF LAND OUT OF AND A PORTION OF LOT TWO HUNDRED THREE (203), **KELLY-PHARR SUBDIVISION**, SITUATED IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 03, PAGES 133-134, OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS; AND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO LYNN TRACT, L.P. (LYNN TRACT), A TEXAS LIMITED PARTNERSHIP, IN SPECIAL WARRANTY DEED, DATED OCTOBER 15,2007, AS RECORDED IN DOCUMENT NUMBER 1824380 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; SAID 3.71 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2 INCH IRON ROD FOUND WITH CAP STAMPED "4856" FOR THE SOUTHEAST CORNER OF CENTER ON RIDGE ROAD PHASE II LOT 3, RECORDED IN DOC. 3117467 H.C.M.R., THE CENTER OF A 29.00 FOOT CROSS ACCESS EASEMENT, RECORDED IN DOC. 3084626 H.C.D.R., AND THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS N 8°31'04" E, 896.00 FEET AND S 81°30'49" E, 410.00 FEET, FROM THE SOUTHWEST CORNER OF SAID LOT 203, KELLY-PHARR SUBDIVISION, SITUATED IN HIDALGO COUNTY, TEXAS;

THENCE WITH THE EAST LINE OF SAID CENTER ON RIDGE ROAD PHASE II LOT 3, AND THE CENTER OF SAID 29.00 FOOT CROSS ACCESS EASEMENT, N 8°29'20" E, A DISTANCE OF 359.08 FEET, TO A SET "X" IN CONCRETE FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE SOUTH RIGHT-OF-WAY LINE OF RIDGE ROAD (RIGHT-OF-WAY VARIES), AS RECORDED IN VOLUME 2824, PAGE 522, OF THE H.C.D.R.,S 80°51'12" E, A DISTANCE OF 424.49 FEET TO A 1/2 INCH IRON ROD FOUND WITH CAP STAMPED "4856" LOCATED AT A 30' X 30' CORNER CLIP IN THE WEST RIGHT-OF-WAY LINE OF DAHLIA STREET, FOR THE NORTHERNMOST NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, LEAVING THE SOUTH RIGHT-OF-WAY LINE OF SAID RIDGE ROAD (RIGHT-OF-WAY VARIES), WITH THE COMMON LINE BETWEEN SAID 30' X 30' CORNER CLIP AND THE HEREIN DESCRIBED TRACT OF LAND, S 36°11'03" E, A DISTANCE OF 42.75 FEET, TO A 1/2 INCH IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH DAHLIA STREET (RIGHT-OF-WAY VARIES) FOR THE EASTERNMOST NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH DAHLIA STREET AND THE COMMON LINE BETWEEN SAID HEREIN DESCRIBED TRACT OF LAND, S 8°29'11" W, A DISTANCE OF 323.78 FEET, TO A 1/2 INCH IRON ROD FOUND WITH CAP STAMPED "4856" LOCATED AT AN INTERIOR CORNER OF BRENTWOOD ESTATES, THEREOF RECORDED IN DOC. 3024043 H.C.M.R., AND THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, WITH THE NORTH LINE OF SAID BRENTWOOD ESTATES, N 81°30'49" W, A DISTANCE OF 454.53' FEET TO THE **POINT OF BEGINNING** AND CONTAINING 3.71 (161,566 SQ. FT.) ACRES OF LAND, MORE OR LESS.

GENERAL NOTES:

1. FLOOD ZONE DESIGNATION: ZONE "C":
   ZONE "C" (UNSHADED) MINIMAL RISK AREAS OUTSIDE THE 1 PERCENT AND 2 PERCENT ANNUAL CHANCE OF FLOODING . NO BASE FLOOD ELEVATIONS ARE PROVIDED FOR THESE ZONES. ZONE "X" (UNSHADED) IS DESIGNATED ON THESE ZONES IN NEW FEMA MAPS INSTEAD OF ZONE"C".

   FEMA PANEL NO. 480334 0425 C
   MAP REVISED: NOVEMBER 16,1982
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 0.20 ACRE AND A VOLUME OF APPROXIMATELY 0.80 ACRE-FEET (34,848 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 STORM WATER DETENTION AREAS.
6. CITY OF PHARR BENCHMARK: MONUMENT #35
   HORIZONTAL DATUM IS TEXAS STATE PLACE COORDINATES SOUTH ZONE
   VERTICAL DATUM IS NGVD 1988 USING GEOID MODEL 1999
   ELEVATION = 112.61 FEET.
   NORTHING=16591462.611
   EASTING= 1085153.706
7. NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED OVER ANY EASEMENT CREATED BY THIS PLAT.
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. THE PROPERTY SHALL BE SUBJECT TO ALL TERMS, PROVISIONS, CONDITIONS, EASEMENTS AND ASSESSMENT LIENS AS SET FORTH IN THAT CERTAIN SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CENTER ON RIDGE IN THE DOCUMENT FILED FOR RECORD IN THE OFFICE OF THE HIDALGO COUNTY CLERK UNDER CLERKS FILE NO. 3243930 AND AS THEREAFTER MAY BE AMENDED.

STATE OF ___________
COUNTY OF ___________
KNOW ALL MEN BY THESE PRESENTS:
I, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT DO HEREBY SUBDIVIDE THE PROPERTY HEREIN AS THE **UHS - CENTER ON RIDGE SUBDIVISION**, AN ADDITION OF THE CITY OF PHARR, TEXAS, AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

____
CHARLES D. MUELLER, SOLE MANAGER OF
SYNERGIS, L.L.C., A TEXAS LIMITED COMPANY,
SOLE MANAGER PARTNER OF LYNN TRACT, L.P.,
A TEXAS LIMITED PARTNERSHIP
1400 N. McCOLL ROAD
McALLEN, TEXAS 78501

STATE OF ____________
COUNTY OF ___________
NOTARY PUBLIC ACKNOWLEDGEMENT CERTIFICATE:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **CHARLES D. MUELLER**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_______ DAY OF,_______ 2022.

____
NOTARY PUBLIC, IN AND FOR THE STATE OF ____________
MY COMMISSION EXPIRES ON ________________________

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

APPROVED BY THE 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.

____
JORGE A. GONZALEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6887
AZIMUTH ENGINEERING & SURVEYING, LLC
907 SUMMIT CIRCLE
EDINBURG, TX 78539
T.B.P.E.L.S. FIRM NO. 10194697

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

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

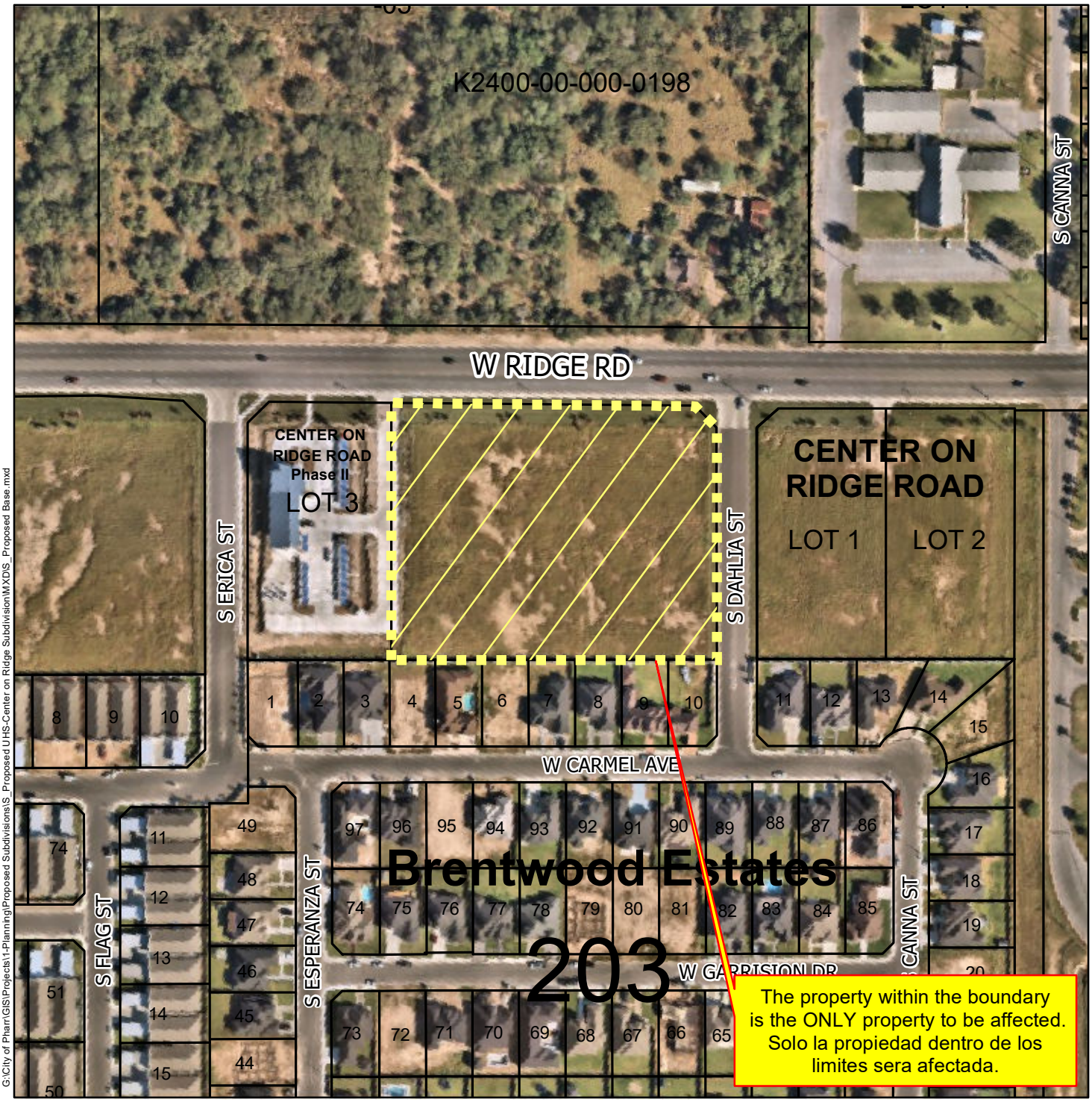
BY: ____________________ DEPUTY

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: MAY 18, 2022

ACad Rel 24.2s (LMS Tech) User: jh
Aug 01, 2022 3:42PM LT:1 PSLT:1 TW:0 VR:0
H:\UHS22108-UHS CENTER on RIDGE\DESIGN\DWG\01_UHS22108_PLAT-JDP-REV.dwg Lyt: Layout1

Proposed Subdivision
UHS-Center on Ridge Road
Perez Consulting Engineers



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

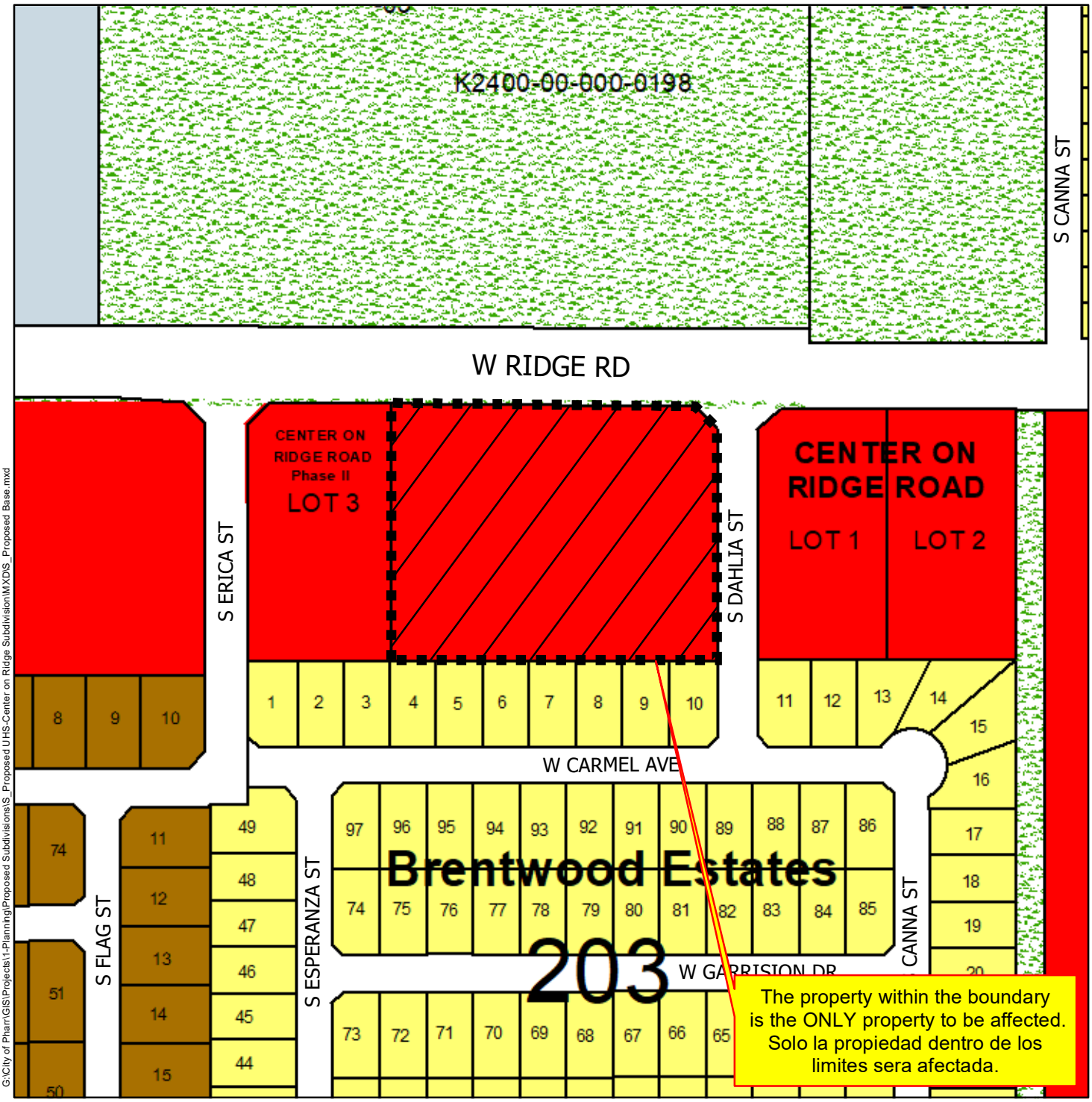
Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 7/21/2022

Proposed Subdivision
UHS-Center on Ridge Road
Perez Consulting Engineers



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

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 8/4/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.2.
DATE SUBMITTED: November 29, 2022
MEETING DATE: December 5, 2022

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Salinas Engineering Associates, representing Jorge Gonzalez, owner, is requesting final plat approval of the proposed Arnold Grove Subdivision. The property is legally described as being all of the North 20.0 acres out of Lot 103, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 4600 Block of North Sugar Road. SUB#210825 **This item supports EV - Economic Vitality.**

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

Issue: Salinas Engineering Associates, representing Jorge Gonzalez, owner, is requesting final plat approval of the proposed Arnold Grove Subdivision.

Fiscal Consideration: N/A

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

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Arnold Grove Subdivision at their meeting of November 28, 2022. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/29/2022
Patricia Rigney	Approved - 11/30/2022
Kimberly Mendoza	Approved - 11/30/2022
City Management Office	Final Approval - 12/2/2022

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, DECEMBER 05, 2022

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRCTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: ARNOLD GROVE SUBDIVISION
FILE NO. **SUB#210825**

GENERAL INFORMATION:

APPLICANT: Salinas Engineering Associates, representing Jorge Gonzalez, Owner, is requesting final plat approval of the proposed Arnold Grove Subdivision.

LEGAL DESCRIPTION: The property is legally described as being all of the North 20.0 acres out of Lot 103, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 4600 Block of North Sugar Road.

ZONING: The property is currently zoned Single Family Residential Estates District (R1-E). The adjacent zones are Single Family Residential District (R-1) to the north and Agricultural Open Space District (A-O) to the south, east and west. The property is designated for commercial use in the Land Use Plan.

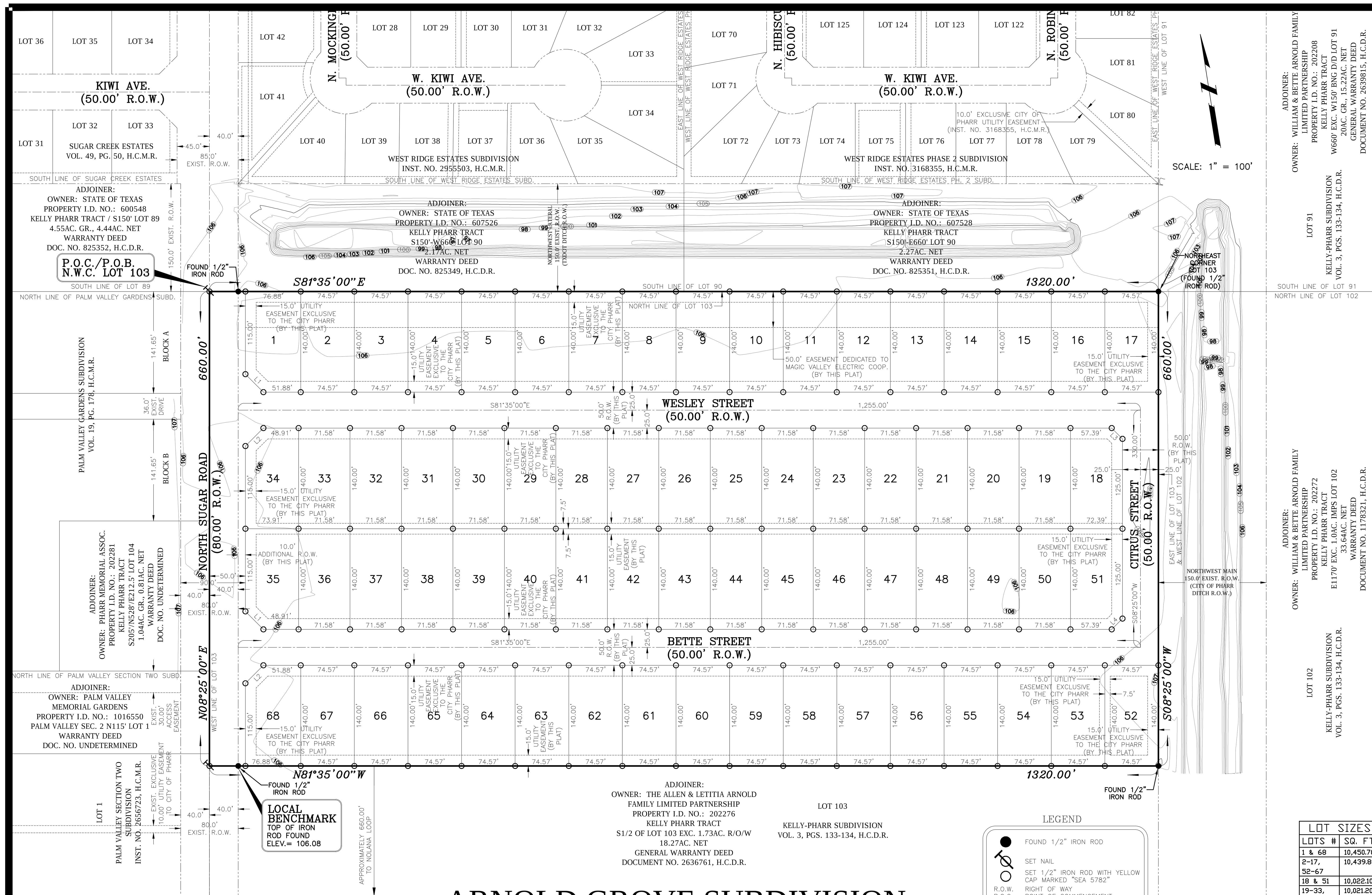
PROPERTY PROPOSED USE: Single family residential lots.

VARIANCES: None requested.

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

STREETS, PAVING AND R.O.W.:	1. In compliance.
EASEMENTS:	1. In compliance.
SIDEWALK: ADA:	1. Follow City of Pharr Construction Standards Manual.
FIRE PROTECTION:	1. In compliance.
WATER:	1. In compliance.
SEWER:	1. In compliance.
DRAINAGE:	1. In compliance.
OTHER:	1. In compliance.

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



ARNOLD GROVE SUBDIVISION

BEING ALL OF THE NORTH 20.0 ACRES, MORE OR LESS, OUT OF LOT 103, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 03, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

LEGEND

- ● FOUND 1/2" IRON ROD
- SET NAIL
- ○ SET 1/2" IRON ROD WITH YELLOW CAP MARKED "SEA 5782"
- R.O.W. RIGHT OF WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS
- N.W.C. NORTHWEST CORNER

LOT SIZES

LOTS #	SQ. FT.
1 & 68	10,450.70
2-17, 52-67	10,439.80
18 & 51	10,022.10
19-33, 36-50	10,021.20
34 & 35	10,034.90

LINE TABLE

LINE	LENGTH	BEARING
L1	35.36'	N36°35'00"W
L2	35.36'	N53°25'00"E
L3	21.21'	S36°35'00"E
L4	21.21'	N53°25'00"E

GENERAL PLAT NOTES:

1. MINIMUM BUILDING SETBACKS: AS PER CITY OF PHARR ORDINANCE.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "B"
   COMMUNITY PANEL NO. 480334 0425 C
   EFFECTIVE NOVEMBER 16, 1982.
   AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING)
3. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY.
   THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 1.07 ACRES AND A VOLUME OF APPROXIMATELY 2.82 ACRE-FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS RESIDENTIAL DEVELOPMENT.
4. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE NOT LESS THAN 18" ABOVE THE TOP OF THE CURB OF ROAD LOCATED AT THE CENTER OF EACH LOT.
5. BENCHMARK NOTE:
   PHARR SURVEY CONTROL POINT NO. 57, N.A.V.D 88,
   NORTHING: 16610979.412, EASTING: 1085278.755 – LOCATED ON NOLANA LOOP, WEST OF SUGAR ROAD. ELEV.= 106.86.
   LOCAL BENCHMARK:
   NORTHING: 16611472.79, EASTING: 1086191.64
   TOP OF IRON ROD FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH SUGAR ROAD AND THE SOUTH PROPERTY LINE OF THIS SUBDIVISION. ELEV.= 106.08.
6. 5.0' SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDINGS SHALL BE CONSTRUCTED ALONG INTERNAL STREETS AT THE TIME OF BUILDING PERMIT PHASE. 5.0' SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDINGS SHALL BE CONSTRUCTED ALONG THE EAST SIDE OF N. SUGAR ROAD DURING SUBDIVISION PHASE.
7. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
8. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
9. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE SYSTEM (TPDES).
10. OWNERS ARE TO MAINTAIN RIGHT-OF-WAY PERIMETER OF SUBDIVISION – ALONG SUGAR ROAD.
11. DEVELOPER SHALL CONSTRUCT A FENCE FOR LOTS ABUTTING AND/OR FRONTING ANY DRAINAGE DITCH IRREGARDLESS OF WHO OWNS IT.
12. ALL FIRE PROTECTION UNDERGROUND LINES TO BE INSTALLED BY A LICENSED FIRE PROTECTION COMPANY.
13. NO STRUCTURES SHALL BE PERMITTED WITHIN ANY EASEMENTS.
14. ALL PROPERTY CORNERS SHALL BE MONUMENTED BY A 1/2 INCH DIAMETER IRON ROD MARKED "SEA 5782" UNLESS OTHERWISE SHOWN HEREIN.
15. LOTS 1, 34, 35, AND 68 SHALL NOT HAVE CURB CUT ACCESS OR LOT FRONTAGE ALONG N. SUGAR ROAD.

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

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JORGE GONZALEZ	2900 N. TEXAS BLVD.	WESLACO, TEXAS 78599	(956) 533-1919	NONE
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), JORGE GONZALEZ, THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE ARNOLD GROVE SUBDIVISION, TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

____

OWNER: JORGE GONZALEZ
TRI-GEN CONSTRUCTION, LLC
2900 N. TEXAS BLVD.
WESLACO, TEXAS 78599

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ______ DAY OF __________________________, 2022 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_________________

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT OF ARNOLD GROVE SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS ________ DAY OF ______________ 2022.

DANNY WYLIE, CHAIRMAN
PLANNING AND ZONING

STATE OF TEXAS
COUNTY OF HIDALGO

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

AMBROSIO HERNANDEZ, MAYOR — DATE

ATTEST: ______________________________
CITY CLERK — DATE

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

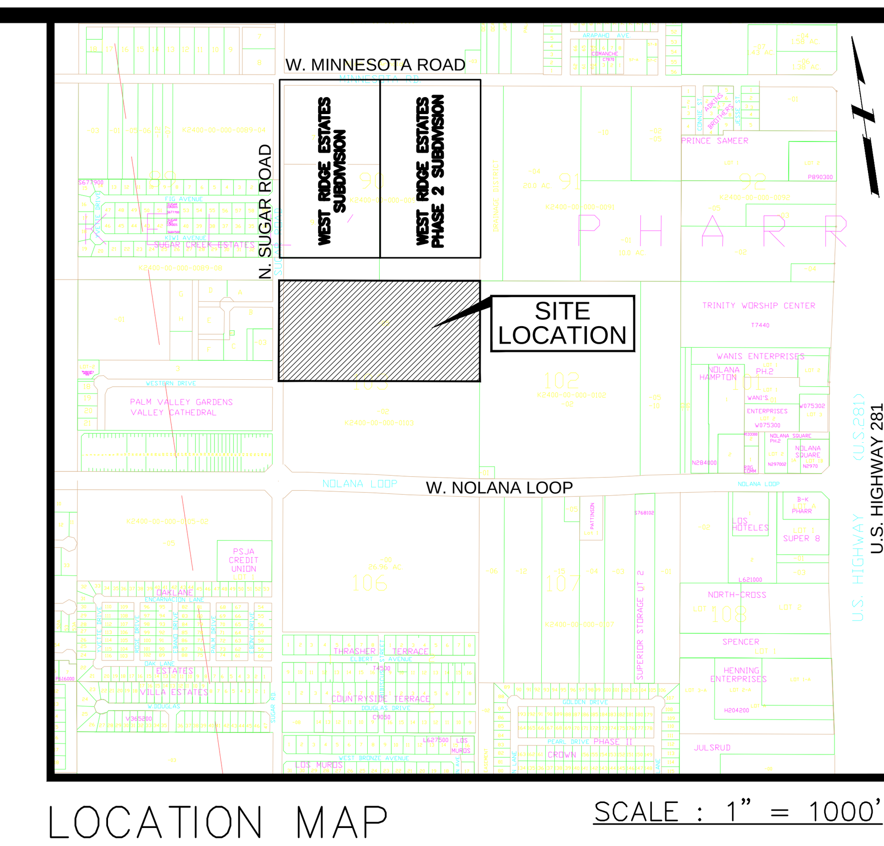
RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

STATE OF TEXAS
HIDALGO COUNTY IRRIGATION DISTRICT # 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT # 2 ON THIS, THE ________ DAY OF ______________ , 2022.

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

PRESIDENT — ATTEST: ______________________
SECRETARY



LOCATION MAP — SCALE : 1" = 1000'

METES AND BOUNDS DESCRIPTION

BEING ALL OF THE NORTH 20.0 ACRES, MORE OR LESS, OUT OF LOT 103, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 03, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS; SAID 20.0 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET ON THE NORTHWEST CORNER OF SAID LOT 103 LOCATED IN THE CENTER OF N. SUGAR ROAD FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 103, A DISTANCE OF 40.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID N. SUGAR ROAD, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID LOT 103 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 08 DEGREES 25 MINUTES 00 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 103, A DISTANCE OF 660.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 81 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 103, A DISTANCE OF 1,280.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. SUGAR ROAD, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A NAIL SET ON INTERSECTION WITH THE WEST LINE OF SAID LOT 103 LOCATED IN THE CENTER OF SAID N. SUGAR ROAD FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 08 DEGREES 25 MINUTES 00 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 103, A DISTANCE OF 660.0 FEET TO THE **POINT OF BEGINNING**, CONTAINING 20.0 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE WEST 40.0 FEET (OR 0.61 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID N. SUGAR ROAD, LEAVING 19.39 NET ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: SUGAR CREEK ESTATES, PHARR, H.C.T.
N:\M&B.2021\20.0.071421

ARNOLD GROVE SUBDIVISION

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
DATE OF PREPARATION: OCTOBER 26, 2022
JOB NUMBER: SP-21-25574
OWNER: JORGE GONZALEZ
TRI-GEN CONSTRUCTION, LLC
2900 N. TEXAS BLVD.
WESLACO, TEXAS 78599

SEA
SALINAS ENGINEERING & ASSOC.
(F-6675) (10065700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL – McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78573 (512) 239-5263

Proposed Subdivision
Arnold Grove Subdivision
Salinas Engineering & Assoc.

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

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

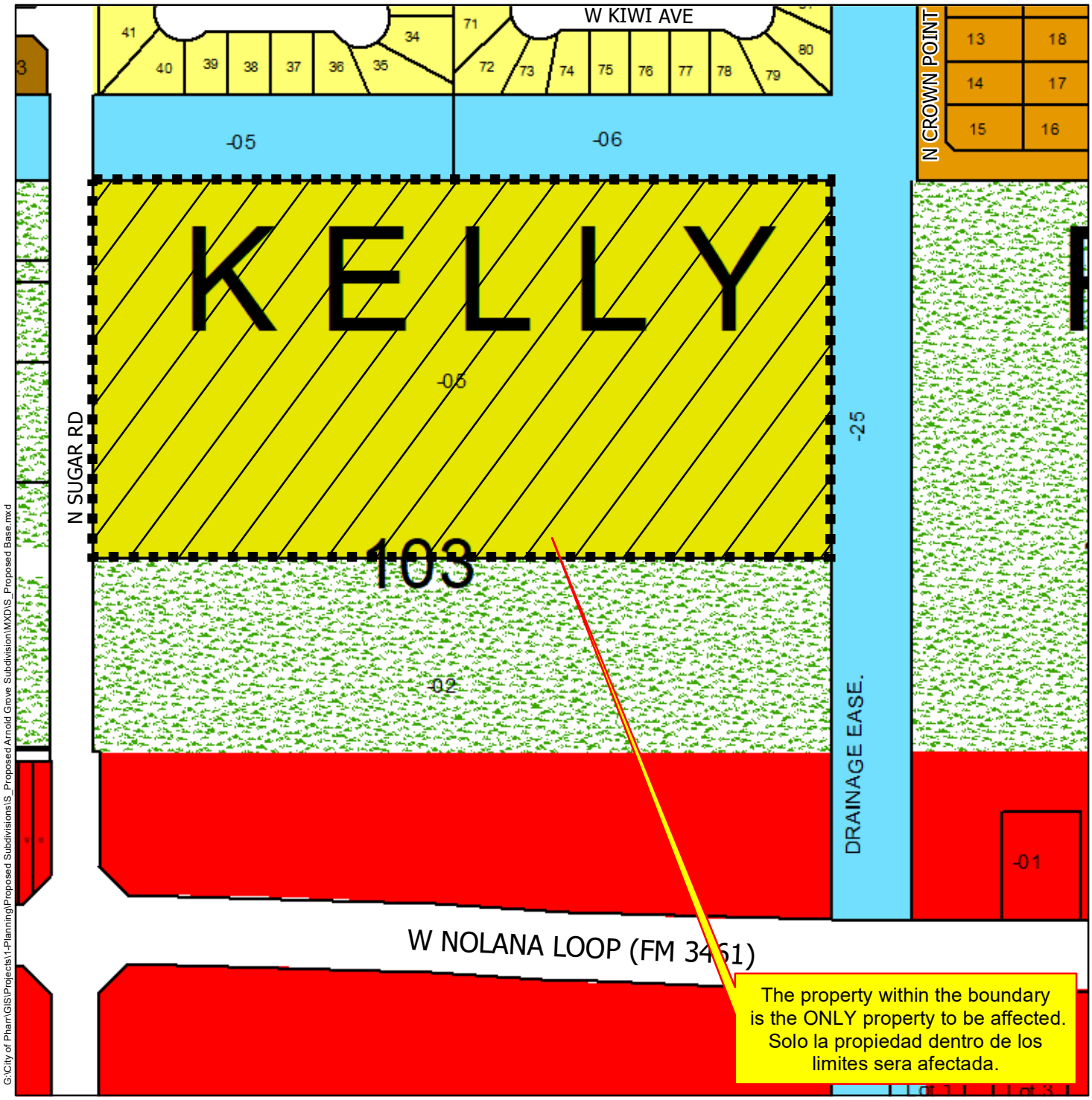
Scale: 1 inch = 250 feet

0 125 250 500 750 1,000 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 11/21/2022

Proposed Subdivision
Arnold Grove Subdivision
Salinas Engineering & Assoc.



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Zoning

- Agricultural Open Space
- Business
- Drainage Easement
- General Business
- Government Owned
- HUD-Code Manufactured Home
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Mobile Home
- Neighborhood Commercial
- Office and Professional
- Planned Unit Development
- Rail
- Residential Multi-Family District
- Residential Multi-Family High Density
- Schools
- Single Family Residential
- Single Family Residential - Estate
- Single Family Residential-Small Lot
- Townhouse Residential

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 250 feet

0 125 250 500 750 1,000 Feet

N W E S

Date: 11/21/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.3.
DATE SUBMITTED: November 29, 2022
MEETING DATE: December 5, 2022

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden and Hunt, Inc., representing Shavi Mahtani, President of West Oak Manor, is requesting preliminary and final plat approval of the proposed Vacate and Plat of West Oak Manor (Private) Subdivision. The property is legally described as being a 31.939 acres gross, tract of land, being a Vacating of West Oak Manor to Vacate and Plat of West Oak Manor (Private) Subdivision, being all of Lots 1 through 146, being out of West Oak Manor Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 5400 Block of North Sugar Road. SUB#220931 **This item supports EV - Economic Vitality.**

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

Issue: Melden and Hunt, Inc., representing Shavi Mahtani, President of West Oak Manor, is requesting preliminary and final plat approval of the proposed Vacate and plat of West Oak Manor (Private) Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends preliminary and final plat approval of the proposed Vacate and Plat of West Oak Manor (Private) Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat of the proposed Vacate and Plat of West Oak Manor (Private) Subdivision at their meeting of November 28, 2022. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/29/2022
Patricia Rigney	Approved - 11/30/2022
Kimberly Mendoza	Approved - 11/30/2022

City Management Office Final Approval - 12/2/2022

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, DECEMBER 05, 2022

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: VACATE AND PLAT OF WEST OAK MANOR (PRIVATE) SUBDIVISION FILE NO. **SUB#220931**

GENERAL INFORMATION:

APPLICANT: Melden and Hunt, Inc., representing Shavi Mahtani, President of West Oak Manor, is requesting preliminary and final plat approval of the proposed Vacate and plat of West Oak Manor (Private) Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 31.939 acres gross, tract of land, being a Vacating of West Oak Manor to Vacate and plat of West Oak Manor (Private) Subdivision, being all of Lots 1 through 146, being out of West Oak Manor Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 5400 Block of North Sugar Road.

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

PROPERTY PROPOSED USE: Existing single-family residential subdivision.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary and final plat approval of the proposed Vacate and plat of West Oak Manor (Private) Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. In compliance.

EASEMENTS:

1. Shall provide a 15' exclusive easement to City of Pharr, for sanitary sewer lines and water lines.

SIDEWALK:
ADA:

1. In compliance.

FIRE PROTECTION:

1. In compliance.

WATER:

1. In compliance.

SEWER:

1. In compliance.

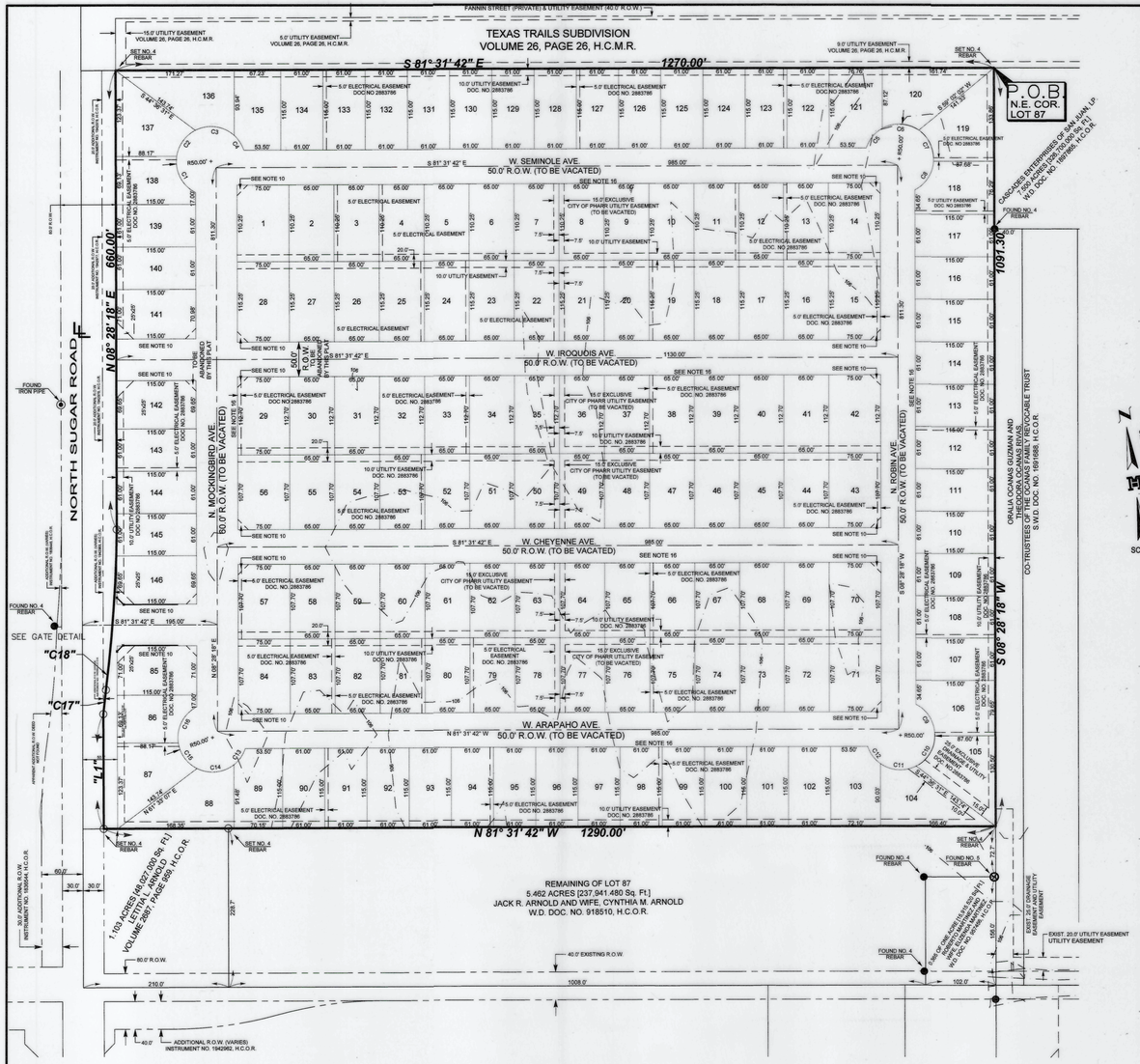
DRAINAGE:

1. In compliance.

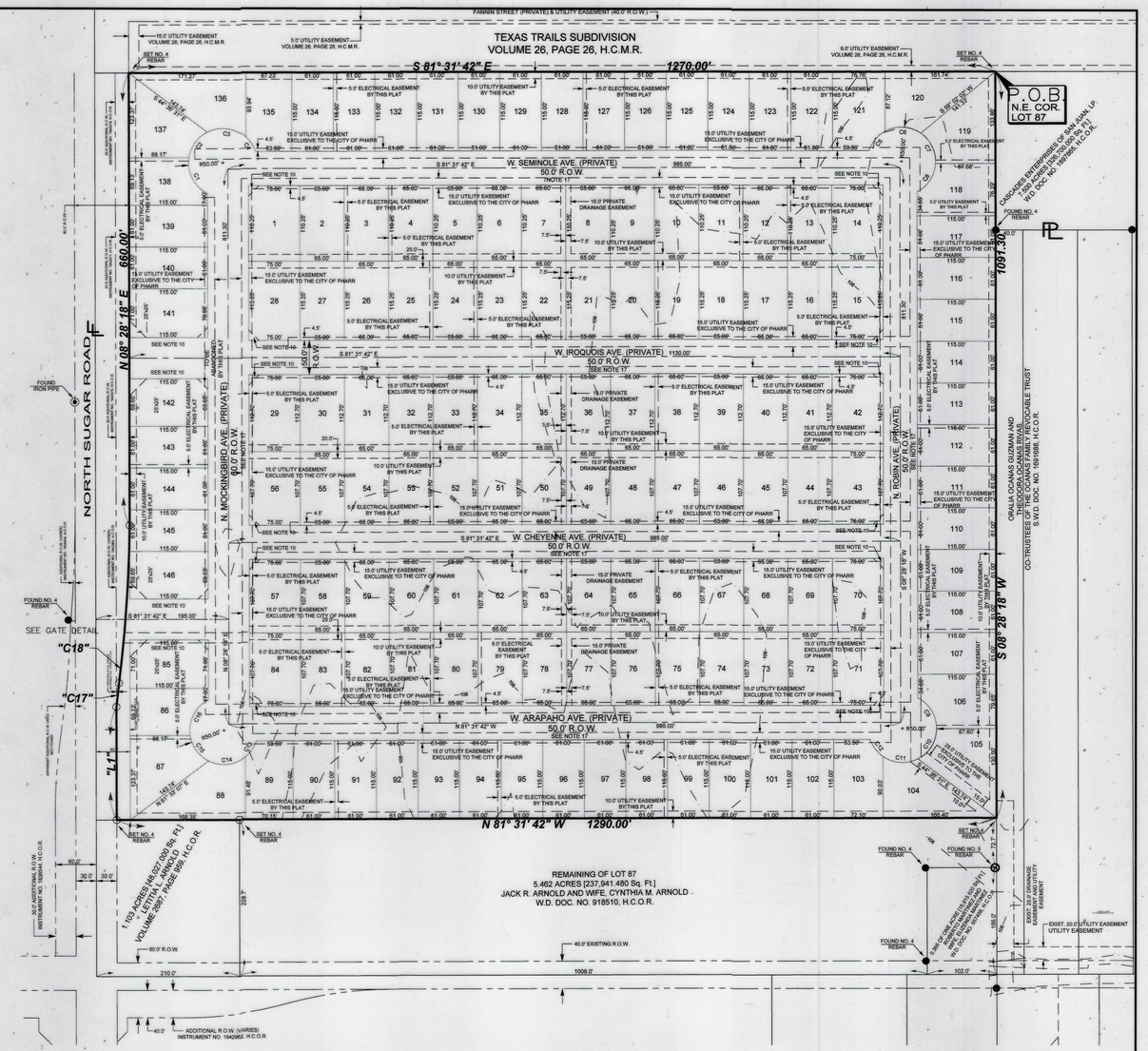
OTHER:

1. In compliance.

PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat of the proposed Vacate and plat of West Oak Manor (Private) Subdivision.



VACATING WEST OAK MANOR



REPLAT OF WEST OAK MANOR (PRIVATE) SUBDIVISION

VACATING OF WEST OAK MANOR TO REPLAT OF WEST OAK MANOR (PRIVATE) SUBDIVISION

A 31.939 ACRES [1,391,252.559 Sq. Ft.] GROSS, TRACT OF LAND, BEING A VACATING OF WEST OAK MANOR TO REPLAT OF WEST OAK MANOR (PRIVATE) SUBDIVISION BEING ALL OF LOTS 1 THROUGH 146, ACCORDING TO THE MAP RECORDED IN INSTRUMENT NUMBER 2883786, H.C.M.R., ALSO BEING OUT OF LOT 87, KELLY-PHARR SUBDIVISION VOLUME 3, PAGES 133-134, H.C.D.R. CITY OF PHARR, HIDALGO COUNTY, TEXAS

LEGEND

- ● FOUND No.4 REBAR
- ◉ FOUND PIPE
- ⊙ FOUND No.5 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

R.O.W. - RIGHT OF WAY
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
N.E. COR. - NORTHEAST CORNER
DOC. NO. - DOCUMENT NUMBER
PROP. - PROPOSED
P.O.B. - POINT OF BEGINNING
Sq. Ft. - SQUARE FEET
W.D. - WARRANTY DEED

LL - LOT LINE
PL - PROPERTY LINE

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. 10096900

DRAWN BY: K.G. / R.N.	DATE: 11/18/2022.
SURVEYED, CHECKED_____	DATE: _____.
FINAL CHECK _____	DATE: _____.

A 31.939 ACRES [1,391,252.559 Sq. Ft.] GROSS, TRACT OF LAND, BEING A VACATING OF WEST OAK MANOR TO REPLAT OF WEST OAK MANOR (PRIVATE) SUBDIVISION BEING ALL OF LOTS 1 THROUGH 146, AND ALL OF W. SEMINOLE AVENUE, W. IROQUOIS AVENUE, W. CHEYENNE AVENUE, W. ARAPAHO AVENUE, N. ROBIN AVENUE AND N. MOCKINGBIRD AVENUE ACCORDING TO THE MAP RECORDED IN INSTRUMENT NUMBER 2883786, H.C.M.R., ALSO BEING OUT OF LOT 87, KELLY-PHARR SUBDIVISION VOLUME 3, PAGES 133-134, H.C.D.R. CITY OF PHARR, HIDALGO COUNTY, TEXAS

BEGINNING AT A NO. 4 REBAR SET [NORTHING:16614547.431, EASTING:1087945.200], AT THE NORTHEAST CORNER OF SAID LOT 87, AND ON THE SOUTH LINE OF TEXAS TRAILS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26, PAGE 26, HIDALGO COUNTY MAP RECORDS, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08° 28' 18" W, ALONG THE EAST LINE OF SAID LOT 87, AT A DISTANCE OF 231.00 FEET PASS A NO. 4 REBAR FOUND ON THE NORTHWEST CORNER OF A ONE-ACRE TRACT CONVEYED TO ORALIA OCANAS GUZMAN AND THEODORA OCANAS RIVAS, CO-TRUSTEES OF THE OCANAS FAMILY REVOCABLE TRUST, BY VIRTUE OF SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 1691688, HIDALGO COUNTY OFFICIAL RECORDS, CONTINUING A TOTAL DISTANCE OF 1,091.30 FEET TO A NO. 4 REBAR SET AT THE NORTHEAST CORNER OF A 5.462-ACRE TRACT CONVEYED TO JACK R. ARNOLD AND WIFE, CYNTHIA M. ARNOLD BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 918510, HIDALGO COUNTY OFFICIAL RECORDS, FOR THE SOUTHEAST CORNER OF THIS TRACT;

2. THENCE, N 81° 31' 42" W, ALONG THE NORTH LINE OF SAID 5.462-ACRE TRACT, AT A DISTANCE OF 1,110.00 FEET PASS A NO. 4 REBAR SET AT THE NORTHEAST CORNER OF A 1.103-ACRE TRACT CONVEYED TO LETITIA L. ARNOLD BY VIRTUE OF A WARRANTY DEED RECORDED IN VOLUME 2687, PAGE 959, HIDALGO COUNTY OFFICIAL RECORDS, AND AT THE NORTHWEST CORNER OF SAID 5.462-ACRE TRACT, AT A DISTANCE OF 1,270.00 FEET PASS A NO. 4 REBAR SET ON THE HEREBY PROPOSED EAST RIGHT-OF WAY LINE OF NORTH SUGAR ROAD, CONTINUING A TOTAL DISTANCE OF 1,290.00 FEET TO A NO. 4 REBAR SET ON THE EXISTING EAST RIGHT OF WAY LINE OF NORTH SUGAR ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT;

3. THENCE, N 08° 28' 18" E, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SUGAR ROAD, A DISTANCE OF 165.33 FEET TO A NO. 4 REBAR SET FOR THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT;

4. THENCE, IN A NORTHEASTERLY DIRECTION ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SUGAR ROAD AND ALONG SAID CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 01° 04' 06", A RADIUS OF 1,897.42 FEET, AN ARC LENGTH OF 35.19 FEET, A TANGENT OF 17.60 FEET, AND A CHORD THAT BEARS N 14° 54' 00" E A DISTANCE OF 35.19 FEET TO A NO. 4 REBAR SET FOR THE POINT OF TANGENCY OF SAID CURVE TO THE RIGHT AND THE POINT OF CURVATURE FOR A CURVE TO THE LEFT;

5. THENCE, IN A NORTHEASTERLY DIRECTION ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SUGAR ROAD AND SAID CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 06° 18' 42", A RADIUS OF 2,103.22 FEET, AN ARC LENGTH OF 231.69 FEET, A TANGENT OF 115.96 FEET, AND A CHORD THAT BEARS N 12° 26' 56" E A DISTANCE OF 231.57 FEET TO A NO. 4 REBAR SET FOR THE POINT OF TANGENCY OF SAID CURVE TO THE LEFT;

6. THENCE, N 08° 28' 18" E, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SUGAR ROAD, A DISTANCE OF 660.00 FEET TO A NO. 4 REBAR SET [NORTHING: 16614734.528, EASTING: 1086889.058] FOR THE NORTHWEST CORNER OF THIS TRACT;

7. THENCE, S 81° 31' 42" E, ALONG THE NORTH LINE OF SAID LOT 87, AND THE SOUTH LINE OF SAID TEXAS TRAILS SUBDIVISION, A DISTANCE OF 1,270.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 31.939 ACRES [1,391,252.559 SQUARE FEET], OF LAND, MORE OR LESS.

NOTES:

1. SETBACK INFORMATION.
   FRONT: 20.0' OR GREATER FOR EASEMENT
   SIDE: 5.0' OR GREATER FOR EASEMENT
   7.5' EAST SIDE LOTS: 7,22,35,50,63 &78
   7.5' WEST SIDE LOTS: 8,21,36,49,64 AND 77
   CORNER: 10.0' OR GREATER FOR EASEMENT
   REAR: 15.0' OR GREATER FOR EASEMENT

2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS IS: 18" ABOVE TOP OF CURVE MEASURED AT FRONT CENTER OF LOT.

3. THIS SUBDIVISION IS IN ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH ACREAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD INSURANCE RATE MAP COMM. PANEL NO. 480334-0425 C;
   MAP REVISED: NOVEMBER 16, 1982.

4. BENCH-MARK: CITY OF PHARR BM#64 ALUMINUM DISK LOCATED ON THE SOUTH SIDE OF W. OWASSA ROAD APPROXIMATELY 1,440.00 FEET WEST OF SUGAR ROAD.
   ACTUAL N: 16616255.741 E: 1085394.263
   ELEV: 105.94 (GEO ID) 1999. AS PER THE CITY OF PHARR.

5. REQUIRED DENTENTION FOR STORM SEWER RUNOFF PER THE APPROVED DRAINAGE REPORT SHALL BE 135,189 CUBIC FEET. DETENTION WILL BE PROVIDED WITHIN THE WIDENING OF A CITY OF PHARR DRAINAGE DITCH AS APPROVED BY THE CITY OF PHARR.

6. A 5.0-FOOT SIDEWALK TO BE INSTALLED ON BOTH SIDES OF ALL STREETS INSIDE THE SUBDIVISION AND A 5.0-FOOT SIDEWALK TO BE INSTALLED ALONG SUGAR ROAD. ALL ADA RAMPS TO BE BUILD AT THE TIME OF SUBDIVISION CONSTRUCTION. ADA RAMPS MUST BE CONSTRUCTED AT EVERY CORNER OF STREETS.

7. NO BUILDINGS ALLOWED OVER ANY EASEMENT.

8. LOTS 85-87 AND 137-146 SHALL NOT HAVE CURB CUT ACCESS, OR LOT FRONTAGE ALONG SUGAR ROAD.

9. ALL LOTS WILL HAVE A NO. 4 REBAR SET ON THE EACH CORNER WITH A PLASTIC CAP STAMPED MELDEN & HUNT, INC.

10. INTERIOR STREET CORNERS SHOULD HAVE A 15.0x15.0-FOOT CORNER CLIP EASEMENT AND A 25.0x25.0'-FOOT CORNER AT SUBDIVISION ENTRANCE.

11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.

12. OWNER'S TO MAINTAIN R.O.W./FRONTAGE AND PERIMETER OF SUBDIVISION.

13. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.

14. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).

15. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.

16. ALL EXISTING PUBLIC STREET R.O.W.S TO BE ABANDONED BY THIS PLAT AND CONVERTED TO BE PRIVATE.

17. AT NO TIME IN THE FUTURE WILL THE STREETS BE DEDICATED BACK TO THE CITY OF PHARR.

18. AS PER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR MINNESOTA ESTATES SUBDIVISION RECORDED UNDER DOCUMENT NUMBER _____, HIDALGO COUNTY OFFICIAL RECORD, DEVELOPER/HOMEOWNERS ASSOCIATION/OWNER, THEIR SUCCESSORS AND/OR ASSIGNS, AND NOT THE CITY OF PHARR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND OTHER REQUIREMENTS. INCLUDING, BUT NOT LIMITED TO COMMON AREAS AND DETENTION PONDS.

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	62.66'	50.00'	071° 47' 51"	S18° 45' 46"E'	58.64'	36.19'
C2	47.44'	50.00'	054° 21' 31"	S44° 18' 56"W'	45.68'	25.67'
C3	60.48'	50.00'	069° 18' 25"	N73° 51' 06"W'	56.86'	34.56'
C4	25.42'	50.00'	029° 07' 34"	N24° 38' 07"W'	25.14'	12.99'
C5	37.16'	50.00'	042° 35' 08"	S48° 18' 30"W'	36.31'	19.49'
C6	55.45'	50.00'	063° 32' 28"	N78° 37' 43"W'	52.65'	30.97'
C7	51.24'	50.00'	058° 43' 17"	N17° 29' 50"W'	49.03'	28.13'
C8	52.13'	50.00'	059° 44' 28"	N41° 44' 03"E'	49.80'	28.72'
C9	55.50'	50.00'	063° 35' 51"	N22° 51' 46"W'	52.69'	31.00'
C10	54.59'	50.00'	062° 33' 32"	N40° 12' 55"E'	51.92'	30.38'
C11	54.24'	50.00'	062° 09' 23"	S77° 25' 37"E'	51.62'	30.14'
C12	31.66'	50.00'	036° 16' 36"	S28° 12' 38"E'	31.13'	16.38'
C13	29.23'	50.00'	033° 29' 47"	N43° 45' 49"E'	28.82'	15.05'
C14	56.67'	50.00'	064° 56' 12"	S87° 01' 11"E'	53.68'	31.81'
C15	47.44'	50.00'	054° 21' 31"	S27° 22' 20"E'	45.68'	25.67'
C16	62.66'	50.00'	071° 47' 51"	S35° 42' 22"W'	58.64'	36.19'

Line Table

Line #	Direction	Length
"L1"	N 08° 28' 18" E	165.33'

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent	CURVE DIRECTION
"C17"	35.19'	1,887.42'	001° 04' 06"	N14° 54' 00"E'	35.19'	17.60'	RIGHT
"C18"	231.69'	2,103.22'	006° 18' 42"	N12° 26' 56"E'	231.57'	115.96'	LEFT

Lot Area Table

Lot #	SQ, FT,	Area
1	8268.75	0.190
2	7166.25	0.165
3	7166.25	0.165
4	7166.25	0.165
5	7166.25	0.165
6	7166.25	0.165
7	7166.25	0.165
8	7166.25	0.165
9	7166.25	0.165
10	7166.25	0.165
11	7166.25	0.165
12	7166.25	0.165
13	7166.25	0.165
14	8268.75	0.190
15	8643.75	0.198
16	7491.25	0.172
17	7491.25	0.172
18	7491.25	0.172
19	7491.25	0.172
20	7491.25	0.172
21	7491.25	0.172
22	7491.25	0.172
23	7491.25	0.172
24	7491.25	0.172
25	7491.25	0.172
26	7491.25	0.172
27	7491.25	0.172
28	8643.75	0.198
29	8452.50	0.194
30	7325.50	0.168
31	7325.50	0.168
32	7325.50	0.168
33	7325.50	0.168
34	7325.50	0.168
35	7325.50	0.168
36	7325.50	0.168
37	7325.50	0.168
38	7325.50	0.168
39	7325.50	0.168
40	7325.50	0.168

Lot Area Table

Lot #	SQ, FT,	Area
41	7325.50	0.168
42	8452.50	0.194
43	8077.50	0.185
44	7000.50	0.161
45	7000.50	0.161
46	7000.50	0.161
47	7000.50	0.161
48	7000.50	0.161
49	7000.50	0.161
50	7000.50	0.161
51	7000.50	0.161
52	7000.50	0.161
53	7000.50	0.161
54	7000.50	0.161
55	7000.50	0.161
56	8077.50	0.185
57	8077.50	0.185
58	7000.50	0.161
59	7000.50	0.161
60	7000.50	0.161
61	7000.50	0.161
62	7000.50	0.161
63	7000.50	0.161
64	7000.50	0.161
65	7000.50	0.161
66	7000.50	0.161
67	7000.50	0.161
68	7000.50	0.161
69	7000.50	0.161
70	8077.50	0.185
71	8077.50	0.185
72	7000.50	0.161
73	7000.50	0.161
74	7000.50	0.161
75	7000.50	0.161
76	7000.50	0.161
77	7000.50	0.161
78	7000.50	0.161
79	7000.50	0.161
80	7000.50	0.161

Lot Area Table

Lot #	SQ, FT,	Area
81	7000.50	0.161
82	7000.50	0.161
83	7000.50	0.161
84	8077.50	0.185
85	8165.00	0.187
86	6871.63	0.158
87	8550.66	0.196
88	9427.69	0.216
89	7830.37	0.180
90	7015.00	0.161
91	7015.00	0.161
92	7015.00	0.161
93	7015.00	0.161
94	7015.00	0.161
95	7015.00	0.161
96	7015.00	0.161
97	7015.00	0.161
98	7015.00	0.161
99	7015.00	0.161
100	7015.00	0.161
101	7015.00	0.161
102	7015.00	0.161
103	8007.18	0.184
104	9250.89	0.212
105	9176.39	0.211
106	8275.64	0.190
107	7015.00	0.161
108	7015.00	0.161
109	7015.00	0.161
110	7015.00	0.161
111	7015.00	0.161
112	7015.00	0.161
113	7015.00	0.161
114	7015.00	0.161
115	7015.00	0.161
116	7015.00	0.161
117	7015.00	0.161
118	7980.94	0.183
119	9025.38	0.207
120	9283.67	0.213

Lot Area Table

Lot #	SQ, FT,	Area
121	8420.13	0.193
122	7015.00	0.161
123	7015.00	0.161
124	7015.00	0.161
125	7015.00	0.161
126	7015.00	0.161
127	7015.00	0.161
128	7015.00	0.161
129	7015.00	0.161
130	7015.00	0.161
131	7015.00	0.161
132	7015.00	0.161
133	7015.00	0.161
134	7015.00	0.161
135	7560.26	0.174
136	9697.81	0.223
137	8550.66	0.196
138	6871.63	0.158
139	7015.00	0.161
141	8165.00	0.187
142	8009.75	0.184
143	7015.00	0.161
144	7015.00	0.161
145	7015.00	0.161
146	8009.75	0.184

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

APPROVED THIS THE _____ DAY OF _____ , 20 ___ .

_____
DANNY WYLIE CHAIRMAN, PLANNING AND ZONING COMMISSION

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

_____ _____
AMBROSIO HERNANDEZ. DATE
MAYOR, CITY OF PHARR

_____
CITY CLERK

STATE OF TEXAS COUNTY OF HIDALGO:

I / WE, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE VACATING OF WEST OAK MANOR TO REPLAT OF WEST OAK MANOR,(PRIVATE) SUBDIVISION TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME(S) IS/ARE SUBSCRIBED HERETO, DO HEREBY GRANT AS EASEMENT TO THE CITY OF PHARR AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE SURFACE USE OF THE STREETS,COMMON AREAS AND UTILITY EASEMENTS THEREON SHOWN AS PRIVATE AND RESTRICTED TO THE EMPLOYEES AND AGENTS OF THE CITY OF PHARR, EMPLOYEES OF THE UTILITY COMPANIES UNDER FRANCHISE OF SAID CITY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF ALL STREET IMPROVEMENTS AND COMMON AREA(S) SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE WEST OAK MANOR, HOMEOWNER'S ASSOCIATION.

_____ _____
WEST OAK MANOR, HOMEOWNERS ASSOCIATION DATE:
SHAVI MAHTANI, PRESIDENT
100 E NOLANA AVE., SUITE #130
MCALLEN, TX 78504

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHAVI MAHTANI KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ , 20.

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

TEXAS REGISTRATION F-1435

DATED THIS THE___DAY OF_____ 20___

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

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

DATE PREPARED: 11/18/2022
ENGINEERING JOB No. 16173.00

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERT N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

DATED THIS THE_____DAY OF_____20_____

_____
ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No. 6238
STATE OF TEXAS

DATE SURVEYED: 11/21/2021
T-995, PG'S 61-64
SURVEY JOB # 15105.08

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

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

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

NOTES:

1. SETBACK INFORMATION.
   FRONT: 20.0' OR GREATER FOR EASEMENT
   SIDE: 5.0' OR GREATER FOR EASEMENT
   7.5' EAST SIDE LOTS: 7,22,35,50,63 &78
   7.5' WEST SIDE LOTS: 8,21,36,49,64 AND 77
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3. THIS SUBDIVISION IS IN ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH ACREAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD INSURANCE RATE MAP COMM. PANEL NO. 480334-0425 C,
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8. LOTS 85-87 AND 137-146 SHALL NOT HAVE CURB CUT ACCESS, OR LOT FRONTAGE ALONG SUGAR ROAD.
9. ALL LOTS WILL HAVE A NO. 4 REBAR SET ON THE EACH CORNER WITH A PLASTIC CAP STAMPED MELDEN & HUNT, INC.
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15. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
16. ALL EXISTING PUBLIC STREET R.O.W.S TO BE ABANDONED BY THIS PLAT AND CONVERTED TO BE PRIVATE.
17. AT NO TIME IN THE FUTURE WILL THE STREETS BE DEDICATED BACK TO THE CITY OF PHARR.

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	62.66'	50.00'	071° 47' 51"	S18° 45' 46"E'	58.64'	36.19'
C2	47.44'	50.00'	054° 21' 31"	S44° 18' 56"W'	45.68'	25.67'
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Line Table

Line #	Direction	Length
"L1"	N 08° 28' 18" E	165.33'

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent	CURVE DIRECTION
"C17"	35.19'	1,887.42'	001° 04' 06"	N14° 54' 00"E'	35.19'	17.60'	RIGHT
"C18"	231.69'	2,103.22'	006° 18' 42"	N12° 26' 56"E'	231.57'	115.96'	LEFT

Lot Area Table

Lot #	SQ. FT.	Area
1	8268.75	0.190
2	7166.25	0.165
3	7166.25	0.165
4	7166.25	0.165
5	7166.25	0.165
6	7166.25	0.165
7	7166.25	0.165
8	7166.25	0.165
9	7166.25	0.165
10	7166.25	0.165
11	7166.25	0.165
12	7166.25	0.165
13	7166.25	0.165
14	8268.75	0.190
15	8643.75	0.198
16	7491.25	0.172
17	7491.25	0.172
18	7491.25	0.172
19	7491.25	0.172
20	7491.25	0.172
21	7491.25	0.172
22	7491.25	0.172
23	7491.25	0.172
24	7491.25	0.172
25	7491.25	0.172
26	7491.25	0.172
27	7491.25	0.172
28	8643.75	0.198
29	8452.50	0.194
30	7325.50	0.168
31	7325.50	0.168
32	7325.50	0.168
33	7325.50	0.168
34	7325.50	0.168
35	7325.50	0.168
36	7325.50	0.168
37	7325.50	0.168
38	7325.50	0.168
39	7325.50	0.168
40	7325.50	0.168

Lot Area Table

Lot #	SQ. FT.	Area
41	7325.50	0.168
42	8452.50	0.194
43	8077.50	0.185
44	7000.50	0.161
45	7000.50	0.161
46	7000.50	0.161
47	7000.50	0.161
48	7000.50	0.161
49	7000.50	0.161
50	7000.50	0.161
51	7000.50	0.161
52	7000.50	0.161
53	7000.50	0.161
54	7000.50	0.161
55	7000.50	0.161
56	8077.50	0.185
57	8077.50	0.185
58	7000.50	0.161
59	7000.50	0.161
60	7000.50	0.161
61	7000.50	0.161
62	7000.50	0.161
63	7000.50	0.161
64	7000.50	0.161
65	7000.50	0.161
66	7000.50	0.161
67	7000.50	0.161
68	7000.50	0.161
69	7000.50	0.161
70	8077.50	0.185
71	8077.50	0.185
72	7000.50	0.161
73	7000.50	0.161
74	7000.50	0.161
75	7000.50	0.161
76	7000.50	0.161
77	7000.50	0.161
78	7000.50	0.161
79	7000.50	0.161
80	7000.50	0.161

Lot Area Table

Lot #	SQ. FT.	Area
81	7000.50	0.161
82	7000.50	0.161
83	7000.50	0.161
84	8077.50	0.185
85	8165.00	0.187
86	6871.63	0.158
87	8550.66	0.196
88	9427.69	0.216
89	7830.37	0.180
90	7015.00	0.161
91	7015.00	0.161
92	7015.00	0.161
93	7015.00	0.161
94	7015.00	0.161
95	7015.00	0.161
96	7015.00	0.161
97	7015.00	0.161
98	7015.00	0.161
99	7015.00	0.161
100	7015.00	0.161
101	7015.00	0.161
102	7015.00	0.161
103	8007.18	0.184
104	9250.89	0.212
105	9176.39	0.211
106	8275.64	0.190
107	7015.00	0.161
108	7015.00	0.161
109	7015.00	0.161
110	7015.00	0.161
111	7015.00	0.161
112	7015.00	0.161
113	7015.00	0.161
114	7015.00	0.161
115	7015.00	0.161
116	7015.00	0.161
117	7015.00	0.161
118	7980.94	0.183
119	9025.38	0.207
120	9283.67	0.213

Lot Area Table

Lot #	SQ. FT.	Area
121	8420.13	0.193
122	7015.00	0.161
123	7015.00	0.161
124	7015.00	0.161
125	7015.00	0.161
126	7015.00	0.161
127	7015.00	0.161
128	7015.00	0.161
129	7015.00	0.161
130	7015.00	0.161
131	7015.00	0.161
132	7015.00	0.161
133	7015.00	0.161
134	7015.00	0.161
135	7560.26	0.174
136	9697.81	0.223
137	8550.66	0.196
138	6871.63	0.158
139	7015.00	0.161
141	8165.00	0.187
142	8009.75	0.184
143	7015.00	0.161
144	7015.00	0.161
145	7015.00	0.161
146	8009.75	0.184

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

APPROVED THIS THE _____ DAY OF _____, 20 ___.

_____
DANNY WYLIE CHAIRMAN, PLANNING AND ZONING COMMISSION

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

_____ _____
AMBROSIO HERNANDEZ DATE
MAYOR, CITY OF PHARR

_____
CITY CLERK

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

TEXAS REGISTRATION F-1435

DATED THIS THE ____DAY OF_____, 20____

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

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

DATE PREPARED: 4/20/2022
ENGINEERING JOB No. 16173.00

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERT N. TAMEZ , A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

DATED THIS THE_____DAY OF_____20_____

_____
ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No. 6238
STATE OF TEXAS

DATE SURVEYED: 11/21/2021
T-995, PG'S 51-54
SURVEY JOB # 15105.08

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

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

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

OWNER OF LOT 1:
Belen Romo
Print Name
Belen Romo — 12/20/21
Signature — Date

OWNER OF LOT 2:
Lizandro Izaguirre
Print Name
Signature — 12/20/21
Date

Jesus Gerardo Villarreal
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 3:
Elias Garza
Print Name
Signature — 12/22/2021
Date

OWNER OF LOT 4:
Patricia Nanez
Print Name
Patricia Nanez (Dec 28, 2021 15:04 CST)
Signature — Dec 28, 2021
Date

OWNER OF LOT 5:
Omar Garcia
Print Name
Signature — 12/20/21
Date

Esther A. Garcia
Print Name
Esther A. Garcia — 12/20/21
Signature — Date

OWNER OF LOT 6:
ROBERT BURNHAM
Print Name
Signature — 12/20/21
Date

JUDITH BURNHAM
Print Name
Judith Burnham — 12/20/21
Signature — Date

OWNER OF LOT 7:
Andres Suarez Parraga
Print Name
Signature — 12/20/2021
Date

OWNER OF LOT 8:
ERCAN NOKAY
Print Name
Signature — 01.14.2022
Date

OWNER OF LOT 9:
Rafael Uribe cortes
Print Name
Rafael Uribe cortes (Dec 26, 2021 12:00 CST)
Signature — Dec 26, 2021
Date

Rafael Uribe cortes
Print Name
Rafael Uribe cortes (Dec 26, 2021 12:00 CST)
Signature — Dec 26, 2021
Date

OWNER OF LOT 10:
Esteban Godoy
Print Name
Signature — 12/20/2021
Date

Elizabeth Godoy
Print Name
Elizabeth Godoy — 12/20/2021
Signature — Date

OWNER OF LOT 11:
Clint Machula
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 12:
Priscilla Pacheco
Print Name
Priscilla Pacheco (Dec 28, 2021 17:08 CST)
Signature — Dec 28, 2021
Date

OWNER OF LOT 13:
Clarissa Ruiz
Print Name
Signature — 12/22/21
Date

OWNER OF LOT 14:
Dulce M. Garcia
Print Name
Signature — 12-22-2021
Date

OWNER OF LOT 15:
Saul Rios
Print Name
Saul Rios (Dec 28, 2021 19:37 CST)
Signature — Dec 28, 2021
Date

OWNER OF LOT 16:
Jose H. Guerrero
Print Name
Signature — 12-20-21
Date

OWNER OF LOT 17:
Daniel Trevino
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 18:
Joel D Rodriguez
Print Name
Signature — 12/20/21
Date

Rubi Martinez
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 19:
Jorge González
Print Name
Jorge González (Jan 27, 2022 16:04 CST)
Signature — Jan 27, 2022
Date
Jorge Gonzalez

Jorge González
Print Name
Jorge González (Jan 27, 2022 16:04 CST)
Signature — Jan 27, 2022
Date

OWNER OF LOT 20:
Ramon R.M. Oyervidez
Print Name
Ramon R.M. Oyervidez (Dec 30, 2021 13:34 CST)
Signature — Dec 30, 2021
Date

OWNER OF LOT 21:
Indra Pokkuri
Print Name
Signature — 12/20/2021
Date

OWNER OF LOT 22:
Alfredo Bocanegra
Print Name
Alfredo Bocanegra (Dec 23, 2021 11:34 PST)
Signature — Dec 23, 2021
Date

OWNER OF LOT 23:
Evan Dustin Perez
Print Name
Evan Dustin Perez (Dec 29, 2021 10:15 CST)
Signature — Dec 29, 2021
Date

OWNER OF LOT 24:
Manuel Gutierrez
Print Name
Signature — 12/20/19
Date

OWNER OF LOT 25:
Veronica Cantu
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 26:
Sonja Ortega
Print Name
Sonja Ortega (Dec 28, 2021 15:52 CST)
Signature — Dec 28, 2021
Date

OWNER OF LOT 27:
Reynaldo Sandoval Jr.
Print Name
Signature — 12-25-21
Date

OWNER OF LOT 28:
Yajaira Gutierrez
Print Name
Yajaira Gutierrez (Dec 29, 2021 19:32 CST)
Signature — Dec 29, 2021
Date

OWNER OF LOT 29:
Victor M Hernandez
Print Name
Signature — 12-20-2021
Date

OWNER OF LOT 30:
Suzanne Palma
Print Name
Suzanne Palma (Jan 11, 2022 16:38 CST)
Signature — Jan 11, 2022
Date

OWNER OF LOT 31:
Fernando Cortez
Print Name
Signature — 12-20-2021
Date

OWNER OF LOT 32:
NICK J SALDAÑA
Print Name
Signature — 12/20/21
Date

Selene Fierro
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 33:
RAMESH O. SHAH
Print Name
Signature — 12/20/2021
Date

Ranjana Shah
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 34:
Jesse E. Mireles
Print Name
Jesse E. Mireles — 12-20-2021
Signature — Date

Jennifer D. Rios
Print Name
Jennifer D. Rios — 12-20-2021
Signature — Date

OWNER OF LOT 35:
Alberto Vera Jr
Print Name
Signature — 1-20-22
Date

OWNER OF LOT 36:
Vincent Mark
Print Name
Signature — 12/20/2021
Date

Angela MARK
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 37:
Maria J. Moreno Zuniga
Print Name
Maria J. Moreno Zuniga — 12/20/21
Signature — Date

OWNER OF LOT 38:
Adriana Olivas
Print Name
Signature — 12/22/2021
Date

OWNER OF LOT 39:
Blanca Sanchez
Print Name
Blanca Sanchez (Dec 29, 2021 18:42 CST)
Signature — Dec 29, 2021
Date

OWNER OF LOT 40:
Pedro Del Bosque
Print Name
Signature — 12-20-21
Date

OWNER OF LOT 41:
Karina Vargas
Print Name
Signature — 12/20/2021
Date

Jonathan Vargas
Print Name
Signature — 12/20/2021
Date

OWNER OF LOT 42:
Uliano Padilla
Print Name
Uliano Padilla — 12-20-2021
Signature — Date

OWNER OF LOT 43:
Jaime Cantu — Cantu
Print Name
Jaime Cantu (Dec 29, 2021 04:44 CST)
Signature — Dec 29, 2021
Date

OWNER OF LOT 44:
Mere Rangel
Print Name
Mere Rangel (Dec 28, 2021 19:27 CST)
Signature — Dec 28, 2021
Date

OWNER OF LOT 45:
Julio C Benitez
Print Name
Julio C Benitez (Jan 11, 2022 16:06 CST)
Signature — Jan 11, 2022
Date

OWNER OF LOT 46:
GILBERTO HERNANDEZ
Print Name
Signature — 12/20/2021
Date

OWNER OF LOT 47:
Ma. Esther Rodriguez Silva
Print Name
Ma. Esther Rodriguez Silva (Jan 14, 2022 15:00 CST)
Signature — Jan 14, 2022
Date

OWNER OF LOT 48:
Alejandra Gonzalez
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 49:
Gaby Leyva
Print Name
Signature — 12-20-21
Date

Amalia Ramirez
Print Name
Signature — Dec 20, 2021
Date

OWNER OF LOT 50:
Fabian Elizondo
Print Name
Signature — 12/21/21
Date

OWNER OF LOT 51:
Vanessa Martinez
Print Name
Signature — 12/20/2021
Date

OWNER OF LOT 52:
Juan A. Cuevas
Print Name
Signature — 12/20/2021
Date

OWNER OF LOT 53:
Oscar A. Rubio
Print Name
Signature — 12/20/21
Date

Lilian M. Rodríguez
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 54:
JESSICA CASILLAS
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 55:
Hector Mendoza
Print Name
Hector Mendoza (Jan 15, 2022 23:47 CST)
Signature — Jan 15, 2022
Date

OWNER OF LOT 56:
Beatriz Rodriguez
Print Name
Beatriz Rodriguez (Dec 29, 2021 19:34 CST)
Signature — Dec 29, 2021
Date

OWNER OF LOT 57:
Javier Martinez
Print Name
Javier J. Martinez
Signature — 12-21-21
Date

OWNER OF LOT 58:
Julianna Luera
Print Name
Julianna Luera
Signature — 12/22/21
Date

OWNER OF LOT 59:
Maria A Lozano
Print Name
Signature — 12/20/2021
Date

OWNER OF LOT 60:
William Bradley Gunter
Print Name
William Bradley Gunter (Dec 28, 2021 17:53 CST)
Signature — Dec 28, 2021
Date

OWNER OF LOT 61:
Victor H. Nuarez
Print Name
Signature — 2/8/2022
Date

OWNER OF LOT 62:
Jose Alex Blanco
Print Name
Signature — 12/20/21
Date

Alyssa Blanco
Print Name
Signature — 12/20/21
Date

OWNER OF LOT 63:
Eileen Gibbs
Print Name
Signature — 12/21/21
Date

OWNER OF LOT 64:
Jonathan Garza
Print Name
Signature — 12/21/21
Date

OWNER OF LOT 65:
Francisca Garcia
Print Name
Signature — 12-21-22
Date

OWNER OF LOT 66:
Emma Gonzalez
Print Name
Emma Gonzalez (Jan 13, 2022 18:24 CST)
Signature — Jan 13, 2022
Date

OWNER OF LOT 67:
Cristina Elizondo
Print Name
Signature — 12/22/21
Date

OWNER OF LOT 68:
JESUS GONZALEZ
Print Name
Signature — 12-22-21
Date

Monica Gonzalez
Print Name
Signature — 12-22-21
Date

OWNER OF LOT 69:
Jose luis Izaguirre
Print Name
Jose luis Izaguirre (Jan 11, 2022 18:24 CST)
Signature — Jan 11, 2022
Date

OWNER OF LOT 70:
Hien Nguyen
Print Name
Signature — 12/21/21
Date

OWNER OF LOT 71:
David Villanueva
Print Name
Signature — 12-21-2021
Date

OWNER OF LOT 72:
Juanita Maldonado
Print Name
Signature — 12/21/2021
Date

OWNER OF LOT 73:
Fernando saenz
Print Name
Fernando saenz (Jan 12, 2022 16:37 CST)
Signature — Jan 12, 2022
Date

OWNER OF LOT 74:
Onder Ari
Print Name
Onder Ari (Dec 22, 2021 20:23 CST)
Signature — Dec 22, 2021
Date

OWNER OF LOT 75:
Gabriela Y Gonzalez Balderas
Print Name
Signature — 12/21/21
Date

OWNER OF LOT 76:
Menghung Wu
Print Name
Menghung Wu (Jan 14, 2022 18:34 CST)
Signature — Jan 14, 2022
Date

OWNER OF LOT 77:
Eduardo Guemez
Print Name
Eduardo Guemez (Dec 29, 2021 20:04 CST)
Signature — Dec 29, 2021
Date

OWNER OF LOT 78:
GABRIEL GUILLEN
Print Name
GABRIEL GUILLEN (Jan 28, 2022 20:45 CST)
Signature — Jan 28, 2022
Date

Nora C Lopez
Print Name
Nora C Lopez (Jan 26, 2022 21:26 CST)
Signature — Jan 26, 2022
Date

OWNER OF LOT 79:
GABRIEL GUILLEN
Print Name
GABRIEL GUILLEN (Jan 26, 2022 21:24 CST)
Signature — Jan 26, 2022
Date

Nora C Lopez
Print Name
Nora C Lopez (Jan 26, 2022 21:24 CST)
Signature — Jan 26, 2022
Date

OWNER OF LOT 80:
Rosalyn Renteria
Print Name
Rosalyn Renteria — 12-21-2021
Signature — Date

Juan F Villasana
Print Name
Signature — 12/21/21
Date

OWNER OF LOT 81:
Luis M Elizondo
Print Name
Signature — 12/22/21
Date

OWNER OF LOT 82:
Marco A. Aleman
Print Name
Signature — 12-21-21
Date

Brenda Aleman
Print Name
Signature — 12-21-21
Date

OWNER OF LOT 83:
Alberto Longoria
Print Name
Signature — 12-21-21
Date

FIRM LIC. # F-1435
TBPLS No. 10099900
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE EDINBURG, TX 78541 PH: (956) 381-0981 FAX: (956) 381-1839 ESTABLISHED 1947
227 N. F.M. 3167 RIO GRANDE CITY, TX 78582 PH: (956) 487-8256 FAX: (956) 488-8591 www.meldenandhunt.com

Jonathan Vargas
Print Name
Jonathan Vargas (Jan 15, 2022 16:51 CST)
Signature — Jan 15, 2022 Date

OWNER OF LOT 85:
Mario A. Tijerina
Print Name
Signature — 12/21/21 Date

OWNER OF LOT 86:
Ashley Aguilera
Print Name
Signature — 12-21-21 Date

OWNER OF LOT 87:
Julio C Roman
Print Name
Julio C Roman (Dec 29, 2021 15:02 CST)
Signature — Dec 29, 2021 Date

OWNER OF LOT 88:
Monica cantu
Print Name
Monica cantu (Jan 15, 2022 17:57 EST)
Signature — Jan 15, 2022 Date

OWNER OF LOT 89:
Alma Hernandez
Print Name
Signature — 1-28-22 Date

OWNER OF LOT 90:
Ismael Medina
Print Name
Signature — 12-21-21 Date

OWNER OF LOT 91:
Rosalinda Ramon C.
Print Name
Signature — 12-21-21 Date

OWNER OF LOT 92:
Jose Julian Gonzalez
Print Name
Jose Gonzalez
Signature — 12-21-21 Date

Nadina Torres
Print Name
Signature — 12-21-21 Date

OWNER OF LOT 93:
Patricia Villarreal
Print Name
Signature — 12/21/21 Date

Liliana De Leon
Print Name
Signature — 12/21/21 Date

OWNER OF LOT 94:
Mohammad Khasawneh
Print Name
Mohammad Khasawneh (Dec 28, 2021 06:50 CST)
Signature — Dec 28, 2021 Date

OWNER OF LOT 95:
Rose Castellanos
Print Name
Signature — 12/20/21 Date

OWNER OF LOT 96:
Karina Saldivar
Print Name
Signature — 1/27/22 Date

Jorge saldivar
Print Name
Jorge Saldivar (Jan 14, 2022 16:54 CST)
Signature — Jan 14, 2022 Date

OWNER OF LOT 97:
Xavier Mario
Print Name
Signature — 12/20/2021 Date

Ingrid S. Cortez-Nieto
Print Name
Signature — 12/20/2021 Date

OWNER OF LOT 98:
Khaled sherif
Print Name
Signature — 12/21/2021 Date

Mounda Sherif
Print Name
Mounda Sherif
Signature — 12/21/2021 Date

OWNER OF LOT 99:
Perez, Jose R
Print Name
Signature — 12/21/2021 Date

OWNER OF LOT 100:
Cynthia A. Martinez
Print Name
Signature — 12/22/21 Date

OWNER OF LOT 101:
Julissa Rojas
Print Name
Signature — 12/21/21 Date

OWNER OF LOT 102:
Irma Flores
Print Name
Signature — 12-20-21 Date

Jude Guerra
Print Name
Signature — 12-20-21 Date

OWNER OF LOT 103:
Edgar Farias
Print Name
Edgar Farias (Dec 30, 2021 20:06 CST)
Signature — Dec 30, 2021 Date

OWNER OF LOT 104:
Jose E Cruz
Print Name
Jose Cruz (Feb 15, 2022 12:26 CST)
Signature — Feb 15, 2022 Date

OWNER OF LOT 105:
Fabian Garcia
Print Name
Fabian Garcia (Jan 14, 2022 23:46 CST)
Signature — Jan 14, 2022 Date

OWNER OF LOT 106:
Cynthia Denyse Arredondo
Print Name
Signature — 12/20/2021 Date

OWNER OF LOT 107:
Javier Salinas
Print Name
Signature — 12-20-21 Date

OWNER OF LOT 108:
Cindy Garza
Print Name
Signature — 12-20-21 Date

OWNER OF LOT 109:
Diana Llano
Print Name
Signature — 12-20-21 Date

OWNER OF LOT 110:
Ricardo Flores Cortez
Print Name
Signature — 12-20-21 Date

OWNER OF LOT 111:
Raul A. Serna Jr
Print Name
Signature — 12/20/21 Date

Sandra I. Serna
Print Name
Signature — 12/20/21 Date

OWNER OF LOT 112:
Maura Ramirez
Print Name
Signature — 12-20-21 Date

OWNER OF LOT 113:
Neill Barrera
Print Name
Signature — 12-22-21 Date

OWNER OF LOT 114:
Esther Gomez
Print Name
Signature — 12-20-21 Date

Jose Galleros
Print Name
Signature — 12/20/2 Date

OWNER OF LOT 115:
Amador Castillo
Print Name
Signature — 12-22-21 Date

Esther Castillo
Print Name
Signature — 12/22/21 Date

OWNER OF LOT 116:
Peter C EDES
Print Name
Signature — 12-20-2021 Date

Julian Edes
Print Name
Signature — 12/20/21 Date

OWNER OF LOT 117:
Rubb Torres
Print Name
Signature — 12/20/21 Date

Maria Torres
Print Name
Signature — 12-20-21 Date

OWNER OF LOT 118:
Ana Vasquez
Print Name
Signature — 12-20-21 Date

OWNER OF LOT 119:
Andrew Bickle
Print Name
Signature — 12/20/21 Date

OWNER OF LOT 120:
Agustin Cisneros
Print Name
Agustin Cisneros (Jan 15, 2022 08:44 CST)
Signature — Jan 15, 2022 Date

OWNER OF LOT 121:
Jesse De Leon
Print Name
Signature — 12/20/21 Date

Michelle B. Guerrero
Print Name
Signature — 12/20/21 Date

OWNER OF LOT 122:
Eduardo Moranina Reyes
Print Name
Signature — 12/20/2021 Date

OWNER OF LOT 123:
Alma lidia Castillon
Print Name
Signature — 12/20/2021 Date

OWNER OF LOT 124:
Carmen Castillo
Print Name
Carmen Castillo (Dec 30, 2021 03:46 MST)
Signature — Dec 30, 2021 Date

OWNER OF LOT 125:
Erika Gonzalez
Print Name
Signature — 12-20-21 Date

OWNER OF LOT 126:
Nilma Hernandez
Print Name
Signature — 12/20/21 Date

OWNER OF LOT 127:
Jose Gonzalez
Print Name
Jose Gonzalez (Dec 29, 2021 20:14 CST)
Signature — Dec 29, 2021 Date

OWNER OF LOT 128:
Armando Gonzalez
Print Name
Signature — 12-20-21 Date

OWNER OF LOT 129:
Alma Hernandez
Print Name
Signature — 1-28-22 Date

OWNER OF LOT 130:
Andrew Salinas
Print Name
Andrew Salinas (Jan 20, 2022 15:54 CST)
Signature — Jan 20, 2022 Date

OWNER OF LOT 131:
Luis Colin.
Print Name
Signature — 12/20/21 Date

OWNER OF LOT 132:
Noel G. Guerrero
Print Name
Signature — 12/22/21 Date

OWNER OF LOT 133:
Angelica Urena
Print Name
Angelica Urena (Dec 31, 2021 20:48 CST)
Signature — Dec 31, 2021 Date

OWNER OF LOT 134:
Maribel Menera
Print Name
Signature — 12-20-21 Date

Cynthia C Menera
Print Name
Signature — 12/20/21 Date

OWNER OF LOT 135:
Monica Amaldua
Print Name
Signature — 12/20/2021 Date

OWNER OF LOT 136:
Eulogio D. Montes
Print Name
Signature — 12-20-21 Date

Leticia Orozco-Montes
Print Name
Signature — 12-20-21 Date

OWNER OF LOT 137:
Marco Munoz
Print Name
Marco Munoz (Dec 29, 2021 17:57 CST)
Signature — Dec 29, 2021 Date

OWNER OF LOT 138:
Alyssa C. Salinas
Print Name
Alyssa C. Salinas (Dec 29, 2021 15:35 CST)
Signature — Dec 29, 2021 Date

OWNER OF LOT 139:
Cesar Quintanilla
Print Name
Signature — 12/22/21 Date

Alma Sanchez
Print Name
Signature — 12/22/21 Date

OWNER OF LOT 140:
Claudia Garza
Print Name
Claudia Garza (Jan 14, 2022 19:02 CST)
Signature — Jan 14, 2022 Date

OWNER OF LOT 141:
Sandra Garcia
Print Name
Sandra Garcia (Jan 26, 2022 19:20 CST)
Signature — Jan 26, 2022 Date

OWNER OF LOT 142:
Nissim Fernando Fonseca
Print Name
Signature — 01-12-2022 Date

OWNER OF LOT 143:
Bri Gonzalez
Print Name
Bri Gonzalez (Dec 22, 2021 23:23 CST)
Signature — Dec 22, 2021 Date

OWNER OF LOT 144:
Salvador Leal
Print Name
Signature — 12-22-21 Date

Diana D. Contreras
Print Name
Signature — 12/22/21 Date

OWNER OF LOT 145:
Maria A. Fernandez
Print Name
Signature — 12/21/21 Date

Brianna Sanchez
Print Name
Signature — 12/21/21 Date

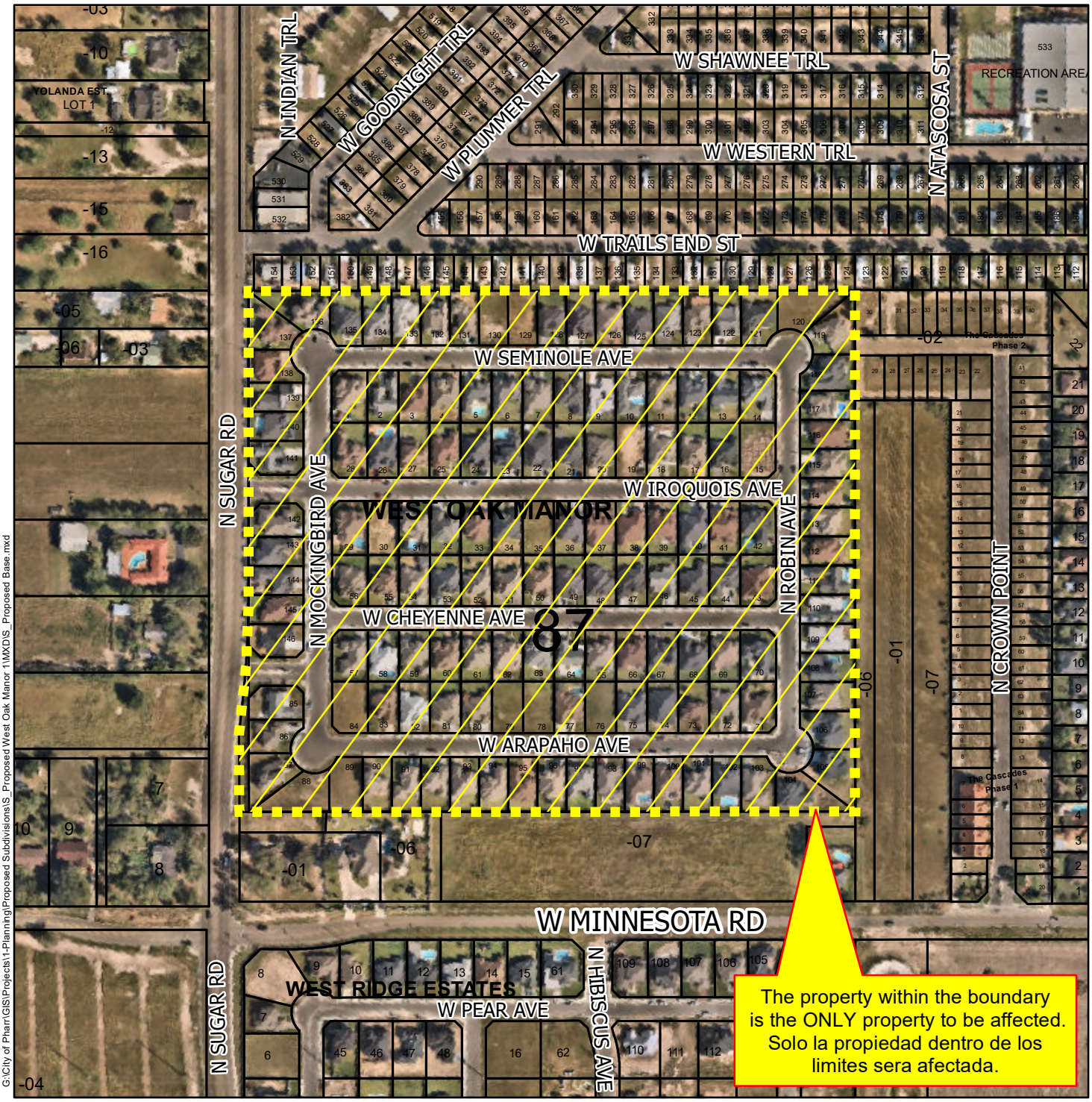
OWNER OF LOT 146:
Luis Eduardo Garcia
Print Name
Signature — 12-21-2021 Date

FIRM LIC. # F-1435
TBPLS No. 10099900
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE EDINBURG, TX 78541 PH: (956) 381-0981 FAX: (956) 381-1839 ESTABLISHED 1947
227 N. F.M. 3167 RIO GRANDE CITY, TX 78582 PH: (956) 487-8256 FAX: (956) 488-8591 www.meldenandhunt.com

SHEET 5 OF 5

Y:\Land Development\Residential\Weslayan\211188 - Paso Real Jones Sub -Phases\Autocad Files\211188-Plat (dwg, 10/16/2022 10:26:00 AM, DWG To PDF.pc3

Proposed Subdivision
West Oak Manor I
Melden & Hunt Inc.



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

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

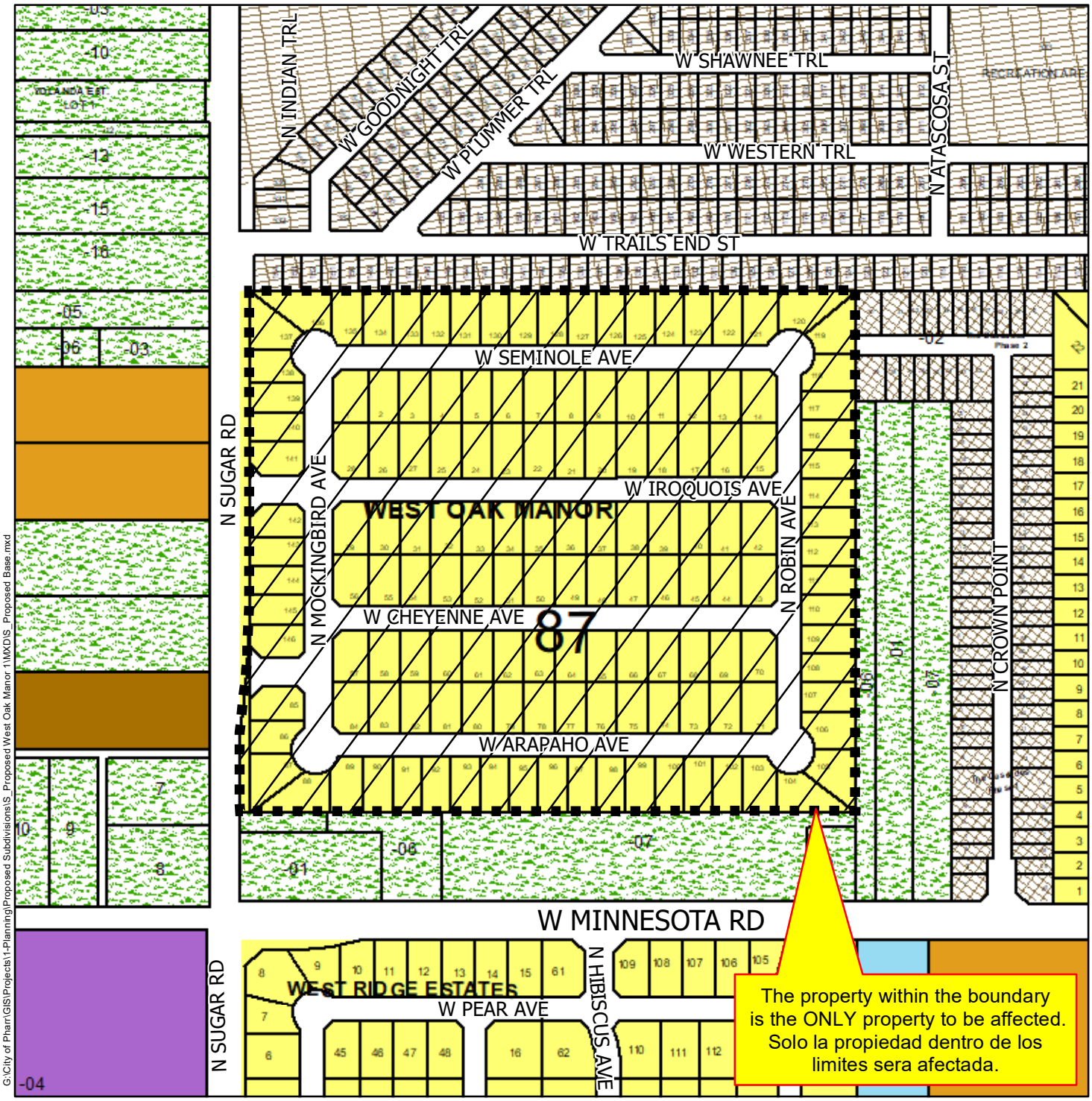
Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 9/12/2022

Proposed Subdivision
West Oak Manor I
Melden & Hunt Inc.



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

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

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

Date: 9/12/2022

City of Pharr, Texas
Engineering Department
956.702.5355

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: November 17, 2022
MEETING DATE: December 5, 2022

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, on Ordinance repealing and replacing Ordinance No. O-2010-57 in its entirety *(1st Reading).***This item supports QL - Quality of Life.**

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

Issue: the city is in need of updating an outdated ordinance as it relates to water service outside the corporate limits of Pharr

Fiscal Consideration: n/a

Staff Recommendation: Approval

Alternatives: disapprove

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

ROUTING:

Ed Wylie	Created/Initiated - 11/17/2022
Patricia Rigney	Approved - 11/18/2022
Karla Saavedra	Approved - 11/18/2022
City Management Office	Final Approval - 12/2/2022

ORDINANCE NO. O-2022-_____

AN ORDINANCE REPLEALING ALL PRIOR ORDINANCES IN C~~O~~ONFLICT, SPECIFICALLY REPLACING ORDINANCE NO. O-2010-57 IN ITS ENTIRETY, PRESCRIBING RATES TO BE CHARGED FOR SEWER SYSTEM SERVICES FURNISHED BY THE WATER OR WASTEWATER SYSTEM OWNED AND OPERATED BY THE CITY OF PHARR, PROVIDING FOR MODIFIED RATES FOR OUTSIDE AND ADJACENT TO THE CORPORATE LIMITS OF PHARR, REPEALING ALL ORD~~E~~INANCES OR RESOLUTIONS RELATING TO SUCH, OR PARTS THEREOF, PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City owns and operates its own water and wastewater services for the citizens of Pharr and wishes to regulate the quality of such services for future development that may enter the corporate limits of Pharr; and

WHEREAS, the City no longer allows the use of septic tanks, cesspools, sumps, catch basins or cesspit or above or below ground, watertight tanks designed and constructed to receive and partially treat raw domestic sanitary wastewater; and

WHEREAS, it is in the best interest of the City of Pharr to regulate water and wastewater services now and in the future, and

WHEREAS, the City Commission of the City of Pharr wishes to clarify and set conditions under which municipal utility services may be provided in the ETJ prior to annexation in the corporate limits of Pharr; and

WHEREAS, the City Commission therefore desires to repeal and replace all ordinances in conflict with this ordinance and wishes to adopt the forthcoming herewith.

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

SECTION 1: APPLICABILITY

This ordinance applies to the extension of water and wastewater services to property within the extraterritorial jurisdiction (ETJ) of the City of Pharr. The use of the term “services” in the ordinance shall mean city water and/or wastewater services on a retail or wholesale basis. Those properties that currently receive services shall be allowed to continue receiving services at the level that the property is receiving services on the effective date of this Ordinance.

SECTION 2: ANNEXATION REQUIRED

No property in the ETJ shall receive services until it is first annexed into the City limits, except as pursuant to SECTION 3 herein. A property owner requesting the extension of services to a property located in the ETJ shall first request, in writing, that the City annex the area proposed to be services and shall comply with, any and all requirements for annexation un the Texas Local Government Code, as amended, to authorize the City to annex the property. If the Board of Commissioners agrees to initiate proceedings on the requested annexation, such annexation shall be completed prior to the extension of City services to the property.

SECTION 3. CONDITIONS UNDER WHICH SERVIES MAY BE PROVIDED IN THE ETJ PRIOR TO ANNEXATION

The Board of Commissioners may determine, at its sole discretion, to provide services in the ETJ without first annexing the property upon: (i) compliance with the conditions set forth below; and (ii) a determination by the City Council that the provision of services is in the best interest of the City.

(1) **Adequate capacity exists.** There is adequate capacity of City services available for the purpose of servicing residential and commercial users outside the City without impairing services within the City's service area. Whether such adequate capacity exists shall be determined solely by the Director of Engineering, and the determination of the director shall be final.

(2) **Protection of resources.** The extension of services shall not lead to significant degradation of water quality or other environmental resources, or cause or have the potential to cause the City's non-compliance with any local, State, or federal regulations or statutes.

(3) **Owners outside City limits to bear costs of service facilities and furnish easements.** The property owner requesting service shall be responsible for all costs relating to the design and construction of service facilities. The property owner shall also furnish suitable construction and permanent easements and rights-of-way for utility lines.

(4) **Construction to conform to City standards.** All design and construction of service facilities shall be in accordance with City standards and specifications.

(5) **New subdivisions to comply with City subdivision regulations.** New subdivisions recorded after the date of passage of this ordinance desiring services shall comply with the subdivision regulations of the City of Pharr, Texas, in effect at the time such new subdivision is approved.

(6) **City to have right of review.** The City shall have the right to review and approve all plats and plans where service is to be provided. The property owner requesting

the service shall pay for all reviews in accordance with the Cedar Park Code of Ordinances Appendix A Fee Schedule, as amended.

(7) **Water and sewer facility requirements.** Water service will not be provided to residential and commercial users who utilize private sewage facilities.

(8) **Service lines to meet ultimate requirements of the City.** All service lines shall be sized to serve the ultimate requirements of the City.

(9) **City may reimburse owner for oversized service lines.** Where the service lines required to meet the ultimate requirements for the City are larger than the total capacity required to serve the tract of land to be developed, the City may enter into a contract with the property owner constructing the service lines for reimbursement for the excess capacity.

(10) **Extended service lines to be inspected by the City**. All service lines and facilities extending from existing City facilities to any tract of land outside the City limits requesting service shall be inspected by the City's Engineering Department. The property owner requesting the service shall pay for inspections in accordance with the Cedar Park Code of Ordinances, Appendix A, Fee Schedule, as amended.

(11) **Wholesale service to another retail public utility.** Any provision of City services on a wholesale basis to another retail public utility in the City's ETJ will be governed by a separate wholesale service agreement approved by the City Council incorporating terms and conditions determined by the City Council to be in the best interest of the City. Expenses incurred by the City in the negotiation and execution of a wholesale service agreement shall be reimbursed by the property owner or retail public utility requesting the wholesale service.

(12) **Development agreement.** The property owner shall enter into a development agreement with the City identifying specific design standards, use restrictions, connection of public infrastructure as deemed necessary by the City, commitment to allow annexation of the property and to comply with any and all requirements to facilitate the annexation under the **Texas Local Government Code**, and any other terms determined by the Board of Commissioners to be in the best interest of the City.

SECTION 4: That the monthly rates or charges for services furnished by the City of Pharr for Water and Wastewater to be as follows:

A. For residential and commercial sewer service outside and/or adjacent to the city limits shall be one and one-half times (1 ½) the rate of service for inside city limits per 1000 gallons.

B. For residential and commercial water service outside and/or adjacent to the city limits shall be one and one-half times (1 ½) the rate of service for inside city limits.

SECTION 5: UNLAWFUL OPERATIONS AND PROHIBITED ACTS.

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

A. Request the services without first complying with the provisions of this ordinance.

B. Give false information to induce the in the attempt to gain service outside the city limits of Pharr.

C. Give false information on applications for annexation in an attempt to gain service outside the city limits of Pharr.

SECTION 6. ENFORCEMENT; PENALTY FOR VIOLATION; INJUNCTION AND OTHER REMEDIES.

(1) Any person, firm, corporation or entity violating this Ordinance shall be guilty of a Class C misdemeanor, and upon conviction, shall be punished by a fine not to exceed $500.00 per occurrence. Each and every day such violation occurs or continues shall be deemed to constitute a separate offense.

~~(2)~~

SECTION 7: <u>REPEAL AND REPLACEMENT OF CONFLICTING ORDINANCE(S)</u>

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

SECTION 8: <u>SEVERABILITY</u>

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

SECTION 9: <u>PUBLICATION; EFFECTIVE DATE</u>

This Ordinance shall take effect after 10 calendar days after the 3rd and final passage the 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.

This Ordinance may be published, after passage, in one issue of the official paper.

SECTION 10: **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 November 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 December, 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 December, 2022.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: December 1, 2022
MEETING DATE: December 5, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution designating members to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO). **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: In accordance with the RGVMPO Bylaws and Operating Procedures, the Mayor of the City of Pharr serves as the defacto official member of the RGV-MPO Policy Board.

The RGV-MPO Bylaws and Operating Procedures further stipulate that one (1) City of Pharr elected official may be appointed to serve as an alternate member and three (3) individuals be appointed as designated proxies with all appropriate privileges assigned.

Current members:
Desingee: Mayor Ambrosio "Amos" Hernandez
Alternate: Commissioner Daniel Chavez
Proxy: Deputy City Manager, Ed Wylie

The deadline to submit designations is January 2, 2023.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 12/1/2022
Patricia Rigney	Approved - 12/1/2022
City Management Office	Final Approval - 12/2/2022

RESOLUTION NO. R-2022-____

RESOLUTION DESIGNATING
RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION MEMBERS

WHEREAS, in accordance with the RGV-MPO Bylaws and Operating Procedures; the Mayor of the City of Pharr serves as the defacto official member of the RGV-MPO Policy Board; and

WHEREAS, the RGV-MPO Bylaws and Operating Procedures; further stipulate that one (1) City of Pharr elected official may be appointed to serve as alternate members of the RGV-MPO Board of Directors.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PHARR that Mayor Ambrosio Hernandez be appointed as the primary member of the RGV-MPO Policy Board.

BE FURTHER RESOLVED that _____ be appointed as the secondary alternate member of the RGV-MPO Policy Board; and that the following three individuals be appointed designate proxies with all appropriate privileges assigned, to included _____, _____, _____, and copy of this Resolution shall be delivered to the RGV-MPO Office to evidence these appointments.

PASSED AND APPROVED this 5th day of December, 2022.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Secretary

APPROVED AS TO FORM:

_____
Patricia Rigney, City Attorney

RGV Metropolitan Planning Organization
Transportation Policy Committee
Fiscal Year 2023

Name of City/County/ Entity: _____

Name of Designee: _____

Name of Alternate: _____

List 3 Proxies: _____

_____

_____

In accordance with House Bill (HB) 1883 and Section 1, Chapter 472, Section 472.031 of the Transportation Code,

(a) A policy board of a metropolitan planning organization designated or re-designated under23 U.S.C. Section 134 may provide in its bylaw for appointment of voting proxies by its members.

Section 472.032 of the transportation code, further clarifies that:

(a) A proxy appointment under section (a):
   1) Acts on behalf of and under the supervision of the policy board member who appointed
   2) Must be appointed in writing; and
   3) Is authorized to vote for the policy board member who appointed the proxy to the extent
   the member has given the proxy the member's voting power.

(b) A legislative member of a policy board may not be counted absent at a meeting of the policy board during a legislative session.

(c) A legislative member of a policy board may only appoint a proxy under Subsection (a) who is:
   1) The legislative member's employee or staff member;
   2) A person related by consanguinity, as determined under subchapter B, Chapter 573, Government Code, who is not required to register as a lobbyist under Chapter 305, Government Code;
   3) Another legislative member of the policy board; or
   4) A locally elected official.

_____ _____

Authorization Signature Date

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: November 30, 2022
MEETING DATE: December 5, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, on Resolution appointing a Representative and an Alternate to the Amigos Del Valle Board of Directors for Fiscal Year 2022-2023. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: The By-Laws of Amigos Del Valle require each member entity to designate a Representative and an Alternate to its Board of Directors for fiscal year 2022-2023. The designated members are qualified to serve as the community representative to represent the City of Pharr and its residents on the Amigos Del Valle Board of Directors.

The current Representative is Comm. Ricardo Medina and the Alternate position is vacant at this time.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends appointment of members.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 11/30/2022
Patricia Rigney	Approved - 11/30/2022
City Management Office	Final Approval - 12/2/2022

STATE OF TEXAS §

COUNTY OF HIDALGO §
CITY OF PHARR §

RESOLUTION
NO. R-2022-____

WHEREAS, The City of Pharr is a member of **AMIGOS DEL VALLE, INC.;** and

WHEREAS, The By-Laws of Amigos Del Valle, Inc., require each member entity to designate a Representative and an Alternate to its Board of Directors for fiscal year 2022-2023 (October 1, 2022— September 30, 2023); and

WHEREAS, The Amigos Del Valle, Inc. amended By-Laws state that both the City's Representative and Alternate can be community representatives (elected officials, staff members, community volunteers) appointed by the Board of City Commissioners.

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

WHEREAS,_____is qualified to serve as the community representative to represent the City of Pharr and its residents on the Amigos Del Valle, Inc. Board of Directors.

WHEREAS,_____is qualified to serve as an Alternate to serve as the community alternate representative to attend meetings of the Board when the Representative is unable to attend; and

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of December, 2022.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: December 1, 2022
MEETING DATE: December 5, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on renewal of hardware and software support for network security appliances for TeamPharr.Net from Netsync Network Solutions, Inc using DIR-CPO-4430. **This item supports IF - Infrastructure**.

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

Issue: The City of Pharr has purchased and installed firewalls for the city and TeamPharr.Net ISP network since last year. This is the annual renewal to keep hardware and software under support.
(Project# 2223-01-518-S018-001)

Fiscal Consideration: $285,376.56

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Jose Pena	Created/Initiated - 12/1/2022
Maritza Magallan	Approved - 12/1/2022
Karla Saavedra	Approved - 12/2/2022
Patricia Rigney	Approved - 12/2/2022
Anali Alanis	New -
City Management Office	

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ379085

Quote #:	AAAQ379085
Date:	10/31/2022
Valid for:	30 Days

Sell To Contact	Inside Sales	Account Manager
City of Pharr alex.velasquez@pharr-tx.gov 956-402-4900 Ext. 4903	Michelle Bailey mbailey1@netsync.com	Xavier A Trevino xtrevino@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Descrption	Qty	Unit Price	Ext Price
Main Site				Sub Total	285,376.56
	Fabric Technology - Term: 10/25/2022 to 1/23/2023 K:3582569-1				
1.0	FORTICO-TERM	FMGVMSTM21002045, FGT40FTK2109AAC0, FGT40FTK2109AAAY, FCTEMS8821007962, FAZVMSTM21004009, FAC-VMTM21006416	1	11,395.64	11,395.64
	Fortigate Term: 10/25/2022 to 1/23/2023 K:3582572-1				
2.0	FORTICO-TERM	FG421FTK21900153, FG421FTK21900112, FG22E1T921900006, FG101FTK20005962	1	273,980.92	273,980.92

Notes: 220046701-143737-03

Combined Renewal

Netsync DIR-CPO-4430 | DIR-CPO-4430

Total	285,376.56
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**285,376.56**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: November 28, 2022
MEETING DATE: December 5, 2022

FROM: Ashley Melendez, Assistant Human Resource Director

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, amending contract with Teledoc Health Virtual Care Services to include MyStrength Complete for all employees.**This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: MyStrength Complete Services is a virtual mental health product featuring a comprehensive stepped care solution that addresses the full spectrum of mental health acuities. (Project #2223-01-526-S019-001)

Fiscal Consideration: 22-23

Staff Recommendation: Staff recommends approval

Alternatives: N/A

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

ROUTING:

Ashley Melendez	Created/Initiated - 11/28/2022
Veronica Ramirez	Approved - 12/1/2022
Patricia Rigney	Approved - 12/1/2022
Karla Saavedra	Approved - 12/2/2022
City Management Office	Final Approval - 12/2/2022

TELADOC HEALTH SERVICES AGREEMENT

This **Teladoc Health Services Agreement** ("**Agreement**") is entered into on **September 21, 2022** ("**Effective Date**"), by and between **Teladoc Health, Inc.** ("**Teladoc Health**") and **City of Pharr** ("**Employer**"). Teladoc Health and Employer shall be referred to herein as the "**Parties**" and each individually as a "**Party**".

Introduction

A. Teladoc Health provides (i) a suite of telehealth services offered under the Teladoc® and HealthiestYou® brands, (ii) a suite of expert medical information services offered under the Teladoc®, Best Doctors®, and Advance Medical® brands, and (iii) a suite of online health coaching programs related to the management of chronic health conditions under the Livongo® brand, as more fully described in the Exhibit(s) incorporated in this Agreement (collectively, the "**Services**").

B. Employer desires to purchase the Services for use by certain of its employees ("**Employees**") and their eligible dependents ("**Eligible Dependents**") as an additional benefit in connection with Employer's employee benefits program. "Eligible Dependent" means a "dependent," as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are collectively and each referred to as "**Member(s)**".

Terms and Conditions

1. Scope.

This Agreement sets forth the terms and conditions under which Teladoc Health will provide the Services to Employer. Employer agrees to provide access to the Services to all Members and to inform the Members regarding the availability of the Services as provided in this Agreement. The specific Services that Employer has engaged Teladoc Health to provide, as well as the specific terms and conditions applicable to the provisions of those Services, are described in the attached Exhibit(s), which are incorporated by reference and made a part of this Agreement.

Capitalized terms used but not separately defined in the Exhibits shall have the meanings assigned to them in this Agreement. In the event of a conflict between terms set forth in this Agreement and the terms of an Exhibit or Attachment to the Agreement, the terms of the Exhibit or Attachment will govern.

2. Term and Termination; Survival. This Agreement commences on the Effective Date and will continue in force until all Exhibits have terminated or expired ("**Term**"), unless terminated earlier as outlined below; *provided, however*, that the provisions of Section 3 (*Intellectual Property Rights*), Section 5 (*Protected Health Information; Confidential Information*), and Section 7 (*Indemnification; Limitations of Liability*) shall survive any expiration or termination of the Agreement. Either Party may terminate this Agreement (a) for the other Party's material breach of the Agreement, which breach has not been cured, or cannot reasonably be cured, within 30 days after receipt of written notice by the non-breaching Party; or (b) for the other Party's Insolvency. For the purposes of this Agreement, "**Insolvency**" means that the other Party files or is subject to any voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors or similar proceeding.

3. Intellectual Property Rights.

3.1 Employer acknowledges that all materials relating to the Services that are developed by or on behalf of Teladoc Health or provided to the Employer by Teladoc Health (including, without limitation, any Communication and/or Member Engagement materials referred to in the attached Exhibit(s)), and all trade names, service marks, trademarks and logos that are used by Teladoc Health, and such other trade names, trademarks and logos as hereinafter may be designated by Teladoc Health in connection with its business (the "**Teladoc Health Marks**") are the unique intellectual property of Teladoc Health (the "**Intellectual Property**"), and the Employer agrees that: (i) the Employer will not duplicate the Services in any format that would, in whole or in part, infringe upon the intellectual property rights of Teladoc Health, and will not use or disclose the Intellectual Property in any manner other than pursuant to this Agreement; (ii) the Employer will not distribute, rent, sell, lease, or grant a sublicense or otherwise display, disclose, transfer, or make available the Services in any manner other than pursuant to this Agreement; (iii) the Employer will not modify, change, reverse assemble, reverse compile or reverse engineer the software underlying the Services or otherwise attempt to discover any such software source code or underlying Confidential Information; (iv) the Employer will not remove, efface, or obscure any copyright notices, logos, or other proprietary notices or legends (whether Teladoc Health or its licensors) from the Services; and (v) on termination of this Agreement, the Employer shall return to Teladoc Health all of the Intellectual Property provided to the Employer upon request.

3.2 Pursuant to the terms of this Agreement and only in a manner that has been approved by Teladoc Health in

advance, Teladoc Health grants Employer a limited, non-exclusive, non-transferable, revocable license to use the Teladoc Health Marks during the term of this Agreement.

3.3 Employer hereby grants to Teladoc Health a limited, non-transferable, fully-paid, worldwide, non-exclusive right and license to use, reproduce, adapt, incorporate, integrate, and distribute Employer's trade names, trademarks, and logos in connection with its promotion and delivery of the Services, during the Term, solely as necessary to perform its obligations under this Agreement. Teladoc Health agrees that, if applicable, Employer may describe the Services in its health benefits plan materials, provided that any such descriptions are approved in advance by Teladoc Health.

4. No Joint Undertaking. Teladoc Health and Employer are and shall at all times function as independent contractors under this Agreement, and neither Teladoc Health nor Employer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the exclusive direction and control of that Party.

5. Protected Health Information; Confidential Information.

5.1 To the extent that Employer offers any Services as part of its Group Health Plan, as defined by 45 C.F.R. § 160.103, the receipt, creation, use, and/or disclosure of Protected Health Information by Teladoc Health on Employer's behalf will be governed, as applicable, by the Business Associate Agreement attached to this Agreement as Exhibit 1.

****MUST BE COMPLETED by Employer**: By choosing the appropriate box below, Employer confirms one of the following statements:

☐ Services being provided under this Agreement are being incorporated as part of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103

OR

☐ Services being provided under this Agreement are ***not*** being incorporated as part of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103

5.2 For purposes of this Agreement, "**Disclosing Party**" shall mean the Party that discloses any Confidential Information, as defined below, to the other Party to this Agreement, and the "**Receiving Party**" shall mean the Party that receives any Confidential Information, as defined below, from the other Party to this Agreement.

(a) For purposes of this Agreement, "**Confidential Information**" shall include information: (i) that is not known by actual or potential competitors of the Disclosing Party or is generally unavailable to the public; (ii) that has been created, discovered or developed by, or otherwise become known to, the Disclosing Party or in which property rights have been assigned or otherwise conveyed to the Disclosing Party; and (iii) that has material economic value or potential material economic value to the Disclosing Party's present or future business. Confidential Information shall include trade secrets which include all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, technical data (whether or not patentable or registerable under patent, copyright or similar statutes, and including all rights to obtain, register, perfect, and enforce those proprietary interests) and any other Intellectual Property, customer and supplier lists, price lists, business plans, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to the Receiving Party by the Disclosing Party, either directly or indirectly, in writing or orally or by drawings or observation, which has actual or potential economic value to the Disclosing Party, any other information that is treated as confidential, regardless of whether it is marked as such, and any other information that a reasonable party would conclude is confidential or proprietary in nature. Confidential Information shall also include, without limitation, employee information not otherwise defined as Protected Health Information by 45 C.F.R. § 160.103, analyses, forecasts, studies, summaries, marketing plans, financial data, business statistics, property, contracts, methods, transactions, affairs, concepts, ideas, services, products, images, graphics, text, audio, video, software and other data, knowledge, content or information in written, oral, visual and/or physical/sample form.

(b) Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party; (ii) is disclosed to third parties by the Disclosing Party without restriction on such third parties; (iii) is in the Receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto; (v) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (vi) is released from confidential treatment by written

consent of the Disclosing Party;(vii) is required to be disclosed by law.

(c) Notwithstanding the foregoing, portions of Confidential Information may be disclosed pursuant to the request of a governmental agency or third party if such disclosure is required by operation of law, regulation or court order, provided the Receiving Party gives the Disclosing Party prompt written notice of such proposed disclosure in order to enable the Disclosing Party to obtain an appropriate protective order, if it so desires.

(d) The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information of the Disclosing Party.

(e) The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information of the Disclosing Party in violation of this Agreement may cause the Disclosing Party irreparable harm, and that monetary damages may not be a sufficient remedy. Thus, the Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate, and the Receiving Party expressly agrees that the Disclosing Party shall be entitled, in addition to any other remedy provided by law, to seek an injunction or other equitable remedy respecting such violation or continued violation. Such right is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity. If any action at law or in equity is brought to enforce or interpret the provisions of this Section, the prevailing Party in such action shall be entitled to reasonable attorneys' fees.

(f) Upon request, the Receiving Party shall promptly return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information of the Disclosing Party.

6. Representations of the Parties; Disclaimer.

6.1 Each Party represents that (a) it has the necessary and actual right and authority to enter into and to perform its obligations under this Agreement, (b) it has taken all necessary corporate action to authorize the execution, delivery, and performance of this Agreement, (c) this Agreement constitutes a valid and binding obligation enforceable against the Party in accordance with its terms, and (d) it will perform its obligations under this Agreement in a manner that complies with all laws applicable to such Party.

6.2 Employer represents that (a) Employer has sought its own legal advice with respect to the use of the Services as part of a wellness program, if applicable; and (b) that Teladoc Health has not provided Employer with advice regarding the legality of any of its wellness programs or use of the Services for such wellness programs.

6.3 Each Party represents that it will maintain such insurance coverage as is reasonably necessary to support its respective obligations under this Agreement, which, for Employer, shall be at least a commercially reasonable general liability policy and cyber liability insurance with commercially reasonable limits in proportion to Employer's cyber liability risks.

Specifically, Teladoc Health represents that during the Term, it will maintain the following minimum types and amounts of insurance in the provision of the Services, with carriers having an AM Best Rating of A- or better:

(a) Workers Compensation Insurance in the amount required by law;

(b) Professional Liability/MCO Errors and Omissions coverage of $10 million per occurrence/aggregate;

(c) General Liability coverage of $1 million per occurrence/$2 million aggregate;

(d) Technology Errors and Omissions and Cyber Risk Liability coverage (including network security and privacy liability) of $10 million; and

(e) With respect to telehealth services, Teladoc Health will ensure that each Physician is provided with the requisite medical malpractice insurance coverage, in all cases complying with the minimum requirements of the applicable jurisdiction.

Upon request, Teladoc Health will provide Employer with a certificate evidencing the above insurance coverage.

6.4 Employer acknowledges and agrees that except as may be explicitly set forth in this Agreement, Teladoc Health has made no representations or warranties and has expressly disclaimed to the maximum extent permitted by law, all warranties or representations of every kind or nature, either implied or statutory, as to the Services, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, or title.

7. Indemnification; Limitations of Liability.

7.1 Each Party agrees that it is solely liable for any breach, misrepresentation, error or omission by its employees, agents and representatives concerning the Services or otherwise made by such Party in fulfilling its obligations under this Agreement. To the extent allowed by law, each

Party agrees to indemnify and hold harmless the other Party and its affiliates, and their directors, officers, employees, agents, representatives, successors and assigns, from and against any third party loss, cost, damage or expense, including reasonable attorneys' fees and court costs, arising (i) out of any error, omission or malfeasance of such breaching Party, or (ii) any actual or alleged infringement, violation, or misappropriation of intellectual property rights of any third party.

7.2 Teladoc Health's total liability (including the liability of any of its officers, employees, or agents) relating to claims for damages arising from or relating to the performance of this Agreement shall be limited to direct (reasonably foreseeable) damages and shall in no event exceed the amount of Fees paid by Employer during the twelve (12) months immediately preceding the first event, action, or omission giving rise to Teladoc Health's liability; *provided, however*, that:

(a) Teladoc Health's total obligation for any claim arising from (i) a breach of the Protected Health Information; Confidential Information Section of the Agreement or (ii) from a claim for liability asserted by a third party relating to the performance of this Agreement shall in no event exceed $5 million; and

(b) in the event of a decision of liability attributed to both Parties, each Party's obligation will be limited by its relative fault as compared to the other Party or a third party in such matter.

Client expressly waives any right to seek consequential, indirect, punitive, or special damages for claimed losses arising from or relating to the performance of this Agreement from Teladoc Health including, without limitation, claims for loss of business, data, revenue, profits, or goodwill, even if the Parties had knowledge of the possibility of such damages and whether or not such damages are foreseeable.

7.3 Defense of Indemnification Claims. In claiming any indemnification under this Section, the indemnified party shall promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify. The indemnified party may, at its own expense, assist in the defense if it so chooses, but the indemnifying party shall have sole control of the defense and all negotiations relative to the settlement of any such claim. The indemnified party will provide the indemnifying party with reasonable assistance, at the indemnifying party's expense, in the defense, negotiations, and settlement of any claims. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.4 In defending against any claim or action pursuant to Section 7.1 based upon an allegation that the Services infringes the intellectual property rights of a third party, Teladoc Health may at its option (a) procure for Employer the right to continue using the Services, or (b) modify or replace the Services so that it no longer infringes. If Teladoc Health concludes in its sole judgment that neither of the foregoing options is commercially reasonable, then Teladoc Health may terminate this Agreement and cease providing the Service, upon which Employer will cease offering the Services. This Section 7.4 specifies Teladoc Health's entire liability and Employer's exclusive remedy for infringement.

8. Data Transmission Security. Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI (Electronic Protected Health Information) is transmitted over an electronic communications network i.e. "the internet", transmissions of ePHI to and from Teladoc Health will utilize Secure File Transport Protocol (SFTP).

Employer is expressly prohibited from indirectly or directly, knowingly violating or attempting to violate the security of Teladoc Health's web sites, including, without limitation, accessing data not intended for such user or logging into a server or account which user is not authorized to access, attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures, scanning or testing the performance of the system or network, attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or "trojan horse" to the Web site, overloading, "flooding", "mail bombing" or "crashing", or sending unsolicited electronic mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. Teladoc Health will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

9. Publicity. Teladoc Health may use Employer's trade name and logo on Teladoc Health's standard sales-deck and customer list(s) solely to indicate, during the Term, Employer's status as a customer of Teladoc Health, without other indications of endorsement. All other use of Employer's trade name, trademark, service mark, or symbol in Teladoc Health's advertising, publicity or other promotional endeavors requires the prior consent of Employer.

10. Dispute Resolution. Prior to the institution of formal court action, the Parties agree that any claim or controversy arising from this Agreement shall be considered and addressed by one representative from Teladoc and one

representative from the Employer at a meeting held upon at least five business days' advance notice from the complaining Party. Such meeting shall be held at a neutral location in the city where the non-complaining Party has its principal office. If the claim or controversy is not resolved by the representatives at such meeting or within five business days thereafter, either Party may proceed with court action.

11. Miscellaneous.

11.1 Entire Agreement; Amendment; Severability. This Agreement (including any Exhibits or attachments hereto) constitutes the entire agreement by and between Teladoc Health and Employer relating in any manner of its subject matter, and any representation, warranty, covenant, understanding or agreement not contained or incorporated in it by reference shall be of no force or effect. This Agreement supersedes all prior proposals, discussions, writings, and agreements between the Parties relating to the subject matter hereof. This Agreement may only be modified in writing, signed by an authorized representative of each Party. In the event any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

11.2 Waiver. Any failure on the part of a Party to comply with any of its obligations, agreements, or responsibilities under this Agreement may be waived by the other Party to whom such compliance is owed. No waiver of any provision of such agreements shall be deemed a waiver of any other provision, nor shall any waiver constitute a waiver of any failure other than that waived.

11.3 No Third Party Beneficiaries. No person other than the Parties and their respective successors and permitted assigns is intended to be a beneficiary of this Agreement. In executing this Agreement, the Parties do not intend to create third-party beneficiary rights in anyone not a Party to the Agreement.

11.4 Force Majeure. Neither Party shall have liability to the other as a result of a Force Majeure Event; *provided, however*, that the non-performing Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and restores performance as soon as such causes are removed. For purposes of this Agreement, "**Force Majeure Event**" means an event not reasonably foreseeable, beyond a Party's reasonable control, and occurring without its fault or negligence, including, without limitation (a) an act of nature, such as fire, flood, earthquake, storm, tornado, lightning, landslide, sink hole, or outbreak of disease, (b) a service failure caused by third parties, such as a power or utility outage or a labor dispute affecting suppliers or subcontractors, (c) a civil disruption such as war, invasion, insurrection, trade embargo, or activities by terrorists or public enemies, or (d) action by a governmental body that enjoins or prevents performance by a Party.

11.5 Notice. All notifications, consents, reports, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given: (i) three (3) days after being mailed (with return receipt requested), (ii) when emailed, or (iii) one (1) day after being sent via a recognized overnight courier service, to the Parties at the following addresses, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to Teladoc Health:
Teladoc Health, Inc.
Attn: Chief Legal Officer
2 Manhattanville Road, Suite 203
Purchase, NY 10577
Email: legalnotices@bestdoctors.com

With a Copy to: clientservices@teladoc.com

If to Employer:
City of Pharr
ATTN: Veronica Ramirez & Ashley Melendez
118 S Cage Blvd 4th FLoor
Pharr, TX 78577
Email: Veronica.ramirez@pharr-tx.gov & Ashley.Melendez@PharrTX.gov

11.6 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflict of laws principles of such State. Jurisdiction and venue for any and all disputes under this Agreement shall be the state and/or federal courts of Hidalgo County, Texas.

11.7 Joint Preparation. This Agreement is deemed to have been prepared jointly by the Parties, and any uncertainty or ambiguity herein shall not be interpreted against either Party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements

11.8 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (and may be executed by way of email or electronic signature, and if so, shall be considered an original), all of which shall constitute one and the same instrument, and each Party hereto may execute this Agreement by signing one or more counterpart, which shall not affect the construction of this Agreement. Each signatory represents that he/she has full authority to sign this Agreement on behalf of his/her respective Party and to bind and obligate such Party to the terms hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health, Inc.		**City of Pharr**	
Print Name	Title	Print Name	Title
Signature	Date	Signature	Date

HEALTHIESTYOU VIRTUAL CARE SERVICES EXHIBIT

This **HealthiestYou Virtual Care Services Exhibit** (the "**Exhibit**") is entered into on **September 21, 2022** ("**Effective Date**"), by and between **Teladoc Health, Inc.** ("**Teladoc Health**") and **City of Pharr** ("**Employer**"), pursuant to the terms of the Teladoc Health Services Agreement entered into by the Parties, dated **September 21, 2022** ("**Agreement**"), the terms and conditions of which are incorporated by reference into this Exhibit. Teladoc Health and Employer shall be referred to herein as the "**Parties**" and each individually as a "**Party**".

I. Introduction

A. Teladoc Health provides a suite of telehealth services, as more fully described below (collectively, the "**HealthiestYou Virtual Care Services**"), and has entered into a contract with one or more professional associations that employ and/or contract with physicians (collectively, the "**Provider**"), and for which Teladoc Health provides various operational and administrative services to the Provider. The physicians who are employed by, or under a contractual arrangement with, the Provider form a network that is designed to facilitate medical consultations provided by a physician who provides patient care via electronic exchange ("**Consultation(s)**") to individuals and groups desiring to purchase such Consultations. In addition to General Medical Services outlined below, the suite of HealthiestYou Virtual Care Services consists of the following additional services:

1. Mental health services as more fully described below (the "**MH Services**"), whereby Teladoc Health has entered into a contract with one or more professional associations (collectively, the "**MH Provider**") that employ and/or contract with various mental health practitioners, including psychiatrists, psychologists, clinical social workers, licensed professional counselors, mental health counselors, certified drug and alcohol abuse counselors, and marital and family therapists (each, a "**MH Practitioner**"), and for which Teladoc Health provides various operational and administrative services to the MH Provider. The MH Practitioners who are employed by, or under a contractual arrangement with, the MH Provider form a network that is designed to facilitate the provision of mental health consultations via electronic exchange ("**MH Consultation(s)**").

B. The arrangement between Teladoc Health and the various Providers permits Teladoc Health to offer a program to its customers that consists of: (a) a network of providers who provide medical consultations via electronic exchange; and (b) support for the operation and administration of that network, as further described herein.

C. Employer desires to purchase the HealthiestYou Virtual Care Services for use by certain of its employees ("**Employees**") and their eligible dependents ("**Eligible Dependents**") as an additional benefit in connection with Employer's employee benefits program. "Eligible Dependent" means a "dependent," as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are collectively and each referred to as "**Member(s)**".

II. Term and Termination

A. Teladoc Health will provide the HealthiestYou Virtual Care Services to Employer commencing on **January 1, 2023** ("**Start Date"**). This Exhibit commences on the Effective Date and will continue in force for an initial term that will end on the **first** anniversary of the Start Date ("**Initial Term**"), unless terminated earlier pursuant to ***Section II(B)*** below. Unless otherwise agreed by the Parties, at the expiration of the Initial Term, the Exhibit will be extended upon mutual written agreement on a year-to-year basis, unless either Party has given written notice to the other at least 60 days prior to the scheduled expiration of the Exhibit of its election not to extend the Exhibit. Any extensions of this Exhibit past the Initial Term are referred to as "**Renewal Term"**. The Initial Term and any Renewal Terms of this Exhibit are collectively referred to as the "**Term.**"

B. In addition to the termination provisions outlined in ***Section 2*** of the Agreement, either Party may terminate this Exhibit for convenience on each anniversary of the Start Date by providing 60 days' advance written notice to the other Party.

III. HealthiestYou Virtual Care Services

A. During the Term, Teladoc Health will provide the HealthiestYou Virtual Care Services described in this Exhibit, which consist of HealthiestYou Virtual Care Services to Members and HealthiestYou Virtual Care Services to Employer. As used in this Exhibit, the following terms shall have the following meanings:

"**Consultation**" means a unit of the HealthiestYou Virtual Care Services for a Member (*for example, an instance of General Medical Consultation*).

"**General Medical Physician**" means a doctor who is licensed to practice medicine and/or osteopathic medicine and is contracted with the Provider to provide General Medical Consultations.

"**PEPM**" means "Per Employee Per Month," which the Parties recognize as a common term in the health care industry. For purposes of this Exhibit, PEPM is defined as the applicable rate paid by Employer to Teladoc Health for each Employee who is eligible to utilize the HealthiestYou Virtual Care Services each month.

B. **HealthiestYou Virtual Care Services for Members.** Teladoc Health will provide the following HealthiestYou Virtual Care Services to Members:

1. **General Medical Services to Members**. The General Medical Services include access to the General Medical Physicians, who are selected and engaged by the Provider to provide patient and Physician interaction, whereby the General Medical Physician may diagnose the patient's ailment, recommends therapy, and if necessary and appropriate, writes a non-DEA controlled prescription. The General Medical Services are designed to provide General Medical Physician access in the states where the Members live and travel. Each General Medical Physician shall be licensed to practice medicine and/or osteopathic medicine, be technologically proficient, trained in General Medical Consultations, and covered by medical malpractice insurance having limits equal to or greater than the minimum required limits in the state where such General Medical Physician practices.
   - **i.** It is understood by the Parties that the General Medical Physicians will not prescribe any Drug Enforcement Agency ("**DEA**") controlled substances or narcotics and operate subject to applicable state regulations. Teladoc Health is not required to guarantee that the Member will receive a prescription, and only the Members who have completed the necessary steps to create the legally mandated doctor/patient relationship (as described herein) will receive General Medical Consultations. Those steps include: (i) completing a comprehensive electronic health record ("**EHR**"), either online or by telephone with a designated Teladoc Health representative (It being understood that, in the event the Member fails to complete the EHR, the Member will not have access to the General Medical Physicians, and Teladoc Health will so advise the Member when he/she accesses the General Medical Services); (ii) agreeing to Teladoc Health's Terms and Conditions confirming an understanding that the General Medical Physician is not obligated to accept the Member as a patient, and that the Member's participation in the General Medical Services may be cancelled at any time without recourse by the Member for reasons including but not limited to: abusive language, behavior, or conduct that is unlawful or illegal when participating in the General Medical Services; and (iii) the Member also understands and acknowledges that the General Medical Services provide General Medical Consultations only; if at any time a General Medical Physician or other provider determines that the Member's condition is a life-threatening emergency, he or she shall direct the Member to the nearest emergency facility.
   - **ii.** The General Medical Services consist of the following:
     - **a. Included Services**:
       - **General Medical Services**: Toll-free access to telephone or web-based video General Medical Consultations provided by a General Medical Physician whereby the General Medical Physicians diagnose common or routine conditions, recommend treatment or direct the Member to contact his/her primary care physician, and if necessary and where appropriate, write a non-DEA controlled prescription. General Medical Services access is available on-demand 24 hours, 365 days per year. Members shall have the option to schedule General Medical Consultations currently between the hours of 7AM to 9PM local time, seven days a week, subject to availability.
     - **b. Optional Services**:
       - **Caregiving**: Allows Members to designate a third-party care recipient to receive a General Medical Consultation. Applicable General Medical Physician Consult Fees will apply. Employer may opt-out of Caregiving upon notice to Teladoc Health.
2. **MH Services for Members.** Teladoc Health will provide the following MH Services to Members:
   - **i. The MH Practitioners**:
     - **a.** *General*: The MH Services include access to the MH Practitioners who provide MH Consultations to Members by telephone or video conference in the MH Services' service area. The MH Services offer Members ongoing access to mental diagnostic services, talk therapy, and prescription medication management, when appropriate. The MH Practitioners are selected and engaged by the MH Provider to provide mental health clinical intake assessments, ongoing talk therapy, and medication management in accordance with mental health protocols and guidelines that are tailored to the telehealth industry.
     - **b.** *Types and Selection*: The MH Services are designed to allow the Member to select the type of MH Practitioner that will provide the MH Consultation. The following types of MH Practitioners are available under the MH Services:
       - Psychiatrists (MD/DO);
       - Psychologists (PhD);
       - Counselors (Masters);
       - Clinical Social Workers (Masters);
       - Therapists (Marriage and Family) (Masters); and
       - Substance Abuse Counselors.
     - **c.** *Requirements*: Each MH Practitioner is required to satisfy all applicable state licensing laws in his/her field of practice. Each MH Practitioner shall also be board certified in his/her field of practice as applicable, technologically proficient, trained in providing mental health counseling services, and covered by medical

malpractice insurance or other applicable liability insurance having limits equal to or greater than the minimum required amounts in the state where the MH Practitioner practices.

ii. **The MH Consultations**:

a. *Prerequisites*: In order for a Member to receive a MH Consultation, the Member must complete a comprehensive medical history and an assessment that is specific to the MH Services. This medical history may be completed online or via the mobile app. If the Member fails to provide their comprehensive medical history, the Member will not have access to the MH Practitioners, and Teladoc Health will so advise the Member when he/she attempts to schedule a MH Consultation. In order for a Member to receive a MH Consultation, the Member must also agree to Teladoc Health's Informed Patient Consent and Release Form confirming an understanding that the MH Practitioner is not obligated to accept the Member as a patient, and that the Member's participation in the MH Services may be cancelled at any time without recourse by the Member.

b. *Scheduling*: Teladoc Health will provide the Member with information identifying each MH Practitioner's licensure, specialties, gender and language, and will provide sufficient biographical information on each MH Practitioner to allow the Member to select the MH Practitioner from whom the Member wishes to receive treatment. The Member may schedule MH Consultations through Teladoc Health's website/mobile platform. When scheduling a subsequent MH Consultation, the Member may choose to receive the MH Consultation from a different MH Practitioner. Alternatively, a Member may choose the same MH Practitioner for any subsequent MH Consultation. There are no limitations on the number of MH Consultations a Member may receive.

c. *Individual Sessions*: The Initial MH Consultation is expected to be 45 minutes in length on average, followed by requested subsequent visits. For visits conducted with a therapist other than a psychiatrist, subsequent requested visits are expected to be 45 minutes in length on average. Visits conducted by a Psychiatrist (subsequent to an initial visit with a Psychiatrist) will be shorter in length, for the purpose of a medication check-in (if applicable). Prior to each MH Consultation, the Member will be required to complete a brief intake assessment. A MH Practitioner may determine that the treatment of a Member's particular mental health issue would be managed more appropriately through in-person therapy. In such a case, the MH Practitioner will encourage the Member to make an appointment for an in-person visit. Employer acknowledges that the terms of the MH Services do not apply to any in-person visits between a Member and a MH Practitioner.

d. *Clarifications*: Unlike General Medical Consultations, the MH Consultations:

- are not accessible 24 hours per day, 365 days per year. Rather, a Member must schedule a MH Consultation with a MH Practitioner, and the MH Consultation with a particular MH Practitioner must occur within a time period for which the MH Practitioner is scheduled to support the MH Services;
- are not intended to be provided in emergency situations. Rather, Teladoc Health will follow an internal emergency protocol that includes calling 911 in emergency situations; and
- are currently not available to Members who are minors.

e. **Prescription Drug Formulary**: The MH Services include a customized formulary of commonly-prescribed mental health medications (e.g., antidepressants, antianxiety, etc...). Medications may be prescribed only by MH Practitioners who are psychiatrists. Such MH Practitioners will generally issue a 30-day prescription, but may, in their discretion, issue a 90-day prescription. As is the case under the General Medical Services, MH Practitioners will not prescribe DEA controlled substances or narcotics under the MH Services. In the event a MH Practitioner elects to prescribe a DEA controlled substance or narcotic, or any other medication that is outside of the MH Services' formulary, the MH Practitioner shall refer the Member for an in-person visit, and the terms of the MH Services will not apply to such visit or to the prescription.

C. **HealthiestYou Virtual Care Services for Employer.** Teladoc Health will provide the following services to Employer.

1. **Account Support.** Teladoc Health will be available to Employer to assist with the following:
   - Implementing the HealthiestYou Virtual Care Services
   - Launching the Member Engagement Package(s) described below, and monitoring its performance
   - Providing assistance to Employer in answering questions and resolving issues
   - Reviewing and explaining reporting
   - Providing initial training for Employer's designated employees (*e.g., HR personnel*) at the time of implementation. Notwithstanding the foregoing, Employer acknowledges and agrees that if Employer requests Teladoc Health to attend any events such as, but not limited to, enrollment meetings, health fairs, etc., Teladoc Health will charge additional fees for attendance as mutually agreed by the Parties.

2. **Reporting.** Teladoc Health will provide Employer with the following reporting:
   - **Monthly** standard utilization and savings reporting package*

- If Employer requests Teladoc Health to prepare any non-standard reports that require information technology programming, Teladoc Health will charge the Employer an additional fee of two hundred dollars ($200) per hour, times that number of hours necessary for such non-standard reporting program development.
  *The information included in any such report to Employer will be de-identified (*i.e.*, aggregated). In accordance with applicable law, Teladoc Health will not share any personal identifiable information of any Member with Employer in such reports.

3. **Communications & Member Engagement.** Fees include the following Member Engagement Package(s):

i. **Member Engagement Package:**

a. Teladoc Health will provide a template description of the HealthiestYou Virtual Care Services for use by the Employer to communicate the HealthiestYou Virtual Care Services to Employees. Any changes or modifications to such template description, and any and all materials used by the Employer or its agents to describe the HealthiestYou Virtual Care Services, must be approved in advance in writing by Teladoc Health prior to distribution. Such communications include, but are not limited to, those that are in written form, on websites, on the radio, on television, sent by email, sent by fax, etc. In addition, the Employer hereby authorizes Teladoc Health to communicate directly with the Members for the purpose of: (i) promoting the HealthiestYou Virtual Care Services and ancillary services or products related to the provision of virtual care; and (ii) treatment, payment, and health care operations of Teladoc Health.

b. Teladoc Health will perform the following Member Engagement activities (*including postage and processing costs, if applicable*):

- **Eligibility Awareness**: Create and deploy Welcome and Onboarding communications on an ongoing basis.
- **Benefit Education**: Ongoing benefit education communications (*e.g. seasonal and reminder communications each year delivered by direct mail, email, and/or digital channels*).
- **Email Curriculum**: Monthly email curriculum targeting registered and non-registered Members using seasonally relevant themes.

Employer Responsibilities: Provide the Teladoc Health approved description of the HealthiestYou Virtual Care Services to Employees. Cooperate with Teladoc Health in implementing the HealthiestYou Virtual Care Services. Provide consistent contextual placement of content and messaging related to the HealthiestYou Virtual Care Services across all appropriate Employee touch-points (e.g. Employee Benefits Portal, Direct Outreach, Open Enrollment, Newsletters, etc…) Provide Teladoc Health with timely and accurate contact information for Employees, including: Name (first, last, middle initial), mailing address, and email address.

IV. Eligibility and Fees

A. **Eligibility Files**. By the **1st** day of each month, Employer, or its third party administrator, shall deliver to Teladoc Health an accurate file identifying the number of Employees eligible to utilize the HealthiestYou Virtual Care Services in that month (the "**Eligibility File**") and their applicable contact information (including name, street address, and email address), in a format approved by Teladoc Health. If Employer, or its third party administrator, fails to deliver the Eligibility File by the **1st** day of the month, then the last valid Eligibility File delivered to Teladoc Health will be deemed to be the Eligibility File for that month. Alternatively and as applicable, Employer may either provide Eligibility File information via Teladoc Health's Client Site portal, or via a Real Time Eligibility (RTE) process, as mutually agreed by the Parties. If Employer subsequently requests a modification to their method of delivering Eligibility File information, Teladoc Health may charge the Employer an additional fee of two hundred dollars ($200) per hour, times that number of hours necessary to effect such modification.

B. **Fees.**

1. Employer agrees to pay Teladoc Health the following fees (collectively, the "**Fee**"):

i. **General Medical Services** (*Consults Included* pricing model):

a. a recurring PEPM Fee of US $**6.00 f**or each Employee eligible to utilize the General Medical Services each month.

b. The PEPM Fee includes an assumption of up to **50%** annual utilization of the General Medical Services (the "**Utilization Target**"). If actual annualized utilization exceeds the current year's Utilization Target, the PEPM Fee shall increase for the next Renewal Term by $0.25 for each 5% increment of utilization in excess of the Utilization Target. In addition, a new Utilization Target will be set for the next Renewal Term by rounding up the actual annualized utilization to the nearest 5%. For example, where the Utilization Target for the current year is 40%, if actual annualized utilization in that year is 43%, the Utilization Target for the following year will be increased to 45% and the PEPM Fee for the following year will increase by $0.25.

ii. **MH Services** (*Consults Included* pricing model):

a. There will be no additional PEPM Fees charged to the Employer for the MH Services, unless subsequently increased pursuant to the Utilization Target outlined below.

b. The MH Services include an assumption of up to **10%** annual utilization (the "**Utilization Target**"). If actual annualized utilization exceeds the current year's Utilization Target, the PEPM Fee shall increase for the next Renewal Term by $0.50 for each 1% increment of utilization in excess of the Utilization Target. In addition, a new Utilization Target will be set for the next Renewal Term by rounding up the actual annualized utilization to the nearest 1%. For example, where the Utilization Target for the current year is 10%, if actual annualized utilization in that year is 11.5%, the Utilization Target for the following year will be increased to 12% and the PEPM Fee for the following year will increase by $1.00.

2. The Fee is based on approximately **830** Employees in the Eligibility File each month.

3. With 60 days' advance written notice to Employer, the PEPM Fees set forth above may be increased on each anniversary of the Start Date by five (5%) percent rounded to the nearest penny if the Teladoc Health book of business pricing is being increased as a result of overall book of business results, even if actual utilization does not exceed the Utilization Target.

C. <u>Payment of Fees</u>.

1. Teladoc Health will submit an invoice to Employer on the **4th** day of each month based on the Eligibility File delivered by Employer to Teladoc Health for that month ("**Invoice**"), and Employer agrees to pay such Invoice by the last day of that month. Notwithstanding the foregoing, should Employer determine an error was made in the Eligibility File, Employer may request a credit, not to exceed 5% of the monthly PEPM Fees paid by Employer to Teladoc Health for the corresponding month, as soon as practicable and in no event later than ninety (90) days after the end of the month to which the PEPM Fee pertains.

2. If applicable, Teladoc Health will submit an Invoice to Employer for Physician Consult Fees on the **1st** day of each month with respect to Consultations that occurred within the prior thirty (30) day period, and Employer agrees to pay such Invoice by the last day of that month; *provided, however*, that if claims are sent via EDI 837 file transfer, Teladoc Health will submit an 837 transaction file for any Physician Consult Fee to the applicable healthcare payer.

3. Unless Employer directs otherwise in writing, Teladoc Health will deliver all Invoices for the HealthiestYou Virtual Care Services via email to the following email address: **Employer Email Address for Invoices**.

4. If any Fees due to Teladoc Health become more than sixty (60) days delinquent, Teladoc Health may suspend provision of the HealthiestYou Virtual Care Services until such amounts have been paid.

MYSTRENGTH COMPLETE SERVICES ADDENDUM

This **myStrength Complete Services Addendum** ("**Addendum**") is entered into on **January 1, 2023** ("**Addendum Effective Date**"), by and between **Teladoc Health, Inc.** ("**Teladoc Health**") and **City of Pharr** ("**Employer**"), pursuant to the terms of the Teladoc Health Services Agreement entered into by the Parties, dated **September 21, 2022** ("**Agreement**") which includes a HealthiestYou Virtual Care Services Exhibit (collectively, the "**Agreement**"), the terms and conditions of which are incorporated by reference into this Addendum. Teladoc Health and Employer shall be referred to herein as the "**Parties**" and each individually as a "**Party**".

I. Introduction

A. Teladoc Health provides access to a suite of online health coaching programs, which includes the management of behavioral health, as more fully described below (the "**myStrength Complete Services**"), and employs various clinical coaches (each, a "**Livongo Program Coach**"). The myStrength Complete Services consist of the Included Products and Included Services as defined below. In providing the myStrength Complete Services, Teladoc Health does not provide medical treatment, and the myStrength Complete Services do not create or otherwise give rise to a physician-patient relationship.

B. Employer desires to purchase the myStrength Complete Services for use by certain of its employees ("**Employees**") and their eligible dependents ("**Eligible Dependents**") as an additional benefit in connection with Employer's employee benefits program. "Eligible Dependent" means a "dependent," as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are collectively and each referred to as "**Member(s)**." A Member may enroll in the myStrength Complete Services as described below, and upon enrollment the Member shall thereafter be defined as a "**Participant**."

II. Term and Termination

A. Teladoc Health will provide the myStrength Complete Services to Employer commencing on the Addendum Effective Date. This Addendum commences on the Addendum Effective Date and will continue in force until the expiration of the HealthiestYou Virtual Care Services Exhibit to the Agreement ("**Term**").

III. myStrength Complete Services

A. During the Term, Teladoc Health will provide the *myStrength Complete* Services described in this Addendum.

B. **myStrength Complete Services for Participants.** myStrength Complete Services is a virtual mental health product featuring a comprehensive stepped care solution that addresses the full spectrum of mental health acuities. The innovative, evidence-based approaches incorporated into each level of care create an effective and scalable solution. myStrength Complete Services include access to the both web-based and mobile applications. Participants may follow guided pathways suggested in their personal plan or choose their own path of care. A wide range of evidence-based resources is available, from digital programs like short-form coping tools and condition-specific programs, to virtual care and licensed virtual care.

1. myStrength Complete - Included Services:
   - i. Access to the myStrength mobile application and the myStrength online platform. The platform will provide Participants aged 18 and above with access to a broad set of digital programs, and resources, as well as access to several human-led care options.
   - ii. Through the onboarding and reassessment process, Participants will access the following:
     - a. Digital assessment: a broad, clinically-based assessment incorporates validated clinical questionnaires (PHQ-9, GAD-7 & WHO-5) and is supplemented with contextual personal information.
     - b. Personal plan: the personalized plan defines the mix of care for the Participant based on the digital assessments. The plan empowers Participants to take action by setting expectations and defined goals as well as allowing for choice in the steps.
     - c. Ongoing measurement-based care: digital content is continually refined based on pattern of use and repeated assessments.
   - iii. A wide range of digital programs and resources include the following:
     - a. In the moment tools: recommended to Participants based on their needs, in-the-moment actionable content is designed to help Participants better deal with episodic distress.
     - b. Recommended digital content: a personalized mix of articles, videos, exercises - relevant to the plan's focus areas. Content spans a range of intensities so enables Participants at all levels of activation and readiness for change to engage.
     - c. Structured digital courses: courses which utilize proven, evidence-based techniques to lead Participants through a defined, time-limited curriculum. Designed to deliver a measurable improvement from symptoms measured at baseline, they cover the most common focus areas including depression and anxiety. Certificates of course completion are provided at successful conclusion.
   - iv. Remote care, inclusive of the following:

a. Engagement guidance: asynchronous, chat-based guidance from certified coaches provides ongoing support and encouragement to optimize engagement, to support Participants throughout their personalized plan and to reinforce that they are 'not alone' on their journey to mental well-being.
b. Crisis Outreach: Participants who endorse high levels of distress will be provided the option to be contacted by a live call with trained crisis managers.
c. Coaching: Participants exhibiting lower levels of acuity within specific focus areas will also be able to schedule and receive a unique blend of live human guided coaching, supplemented with digital programming, with certified Livongo coaches trained in delivering evidence-based, best practice protocols.
d. Virtual Care Services - Mental Health. myStrength Complete Services have an additional component as well, connecting Participants to Teladoc Health's Mental Health Services.
   - Teladoc Health's provision of Mental Health Services will be governed by the terms of the HealthiestYou Virtual Care Services Exhibit entered into by the Parties.

C. myStrength Complete Services for Employer. Teladoc Health will provide the following myStrength Complete Services to Employer:

1. Account Support. Availability to Employer to assist with the following:
   i. Implementing the myStrength Complete Services;
   ii. Launching the Member Engagement Package(s) described below, and monitoring its performance;
   iii. Providing assistance to Employer in answering questions and resolving issues; and
   iv. Reviewing and explaining reporting.
2. Reporting*. Providing Employer with the following reporting, in a HIPAA-compliant format:
   i. Monthly standard scorecard reporting package related to: Participant Enrollment, Clinical Outcomes, and Engagement.
   ii. If Employer requests Teladoc Health to prepare any non-standard reports that require information technology programming, Teladoc Health will charge the Employer an additional fee of two hundred dollars ($200) per hour, times that number of hours necessary for such non-standard reporting program development.

   *The information included in any such report will be de-identified (*i.e.*, aggregated). In accordance with applicable law, Teladoc Health will not share any personal identifiable information of any Member with Employer in such reports.
3. Communications & Member Engagement. Fees include the following Member Engagement Package(s):
   i. **Member Engagement Package:**
      a. Teladoc Health will provide Employer with standard myStrength Complete Services marketing assets.
      b. Employer shall actively market the myStrength Complete Services to eligible Members, and will encourage eligible Members to enroll in the myStrength Complete Services.
4. Employer Responsibilities. Employer shall be responsible for and/or provide the following:
   i. **Monthly Eligibility Information**: Within twenty (20) calendar days following the Addendum Effective Date and on a monthly basis thereafter, Employer, or its third-party administrator, shall deliver to Teladoc Health a complete list ("**Member Eligibility File**") of all eligible Employees in a format approved by Teladoc Health ("**Member Information**"). Employer understands it is the Employer's responsibility to secure Teladoc Health access to use such Member Information as set forth herein. Employer represents and warrants that it is authorized by Members to provide Member Information to Teladoc Health, and allow Teladoc Health to use the Member Information as follows: (i) pre-populate the myStrength Complete Services enrollment system; (ii) assist Employer in marketing the myStrength Complete Services to Members; and (iii) report to Employer to the extent set forth in this Addendum.
   ii. In relation to Communications & Member Engagement, Employer shall provide the approved description of the myStrength Complete Services to Employees; cooperate with Teladoc Health in implementing the myStrength Complete Services across all appropriate Employee touch-points (e.g. Employee Benefits Portal, Direct Outreach, Open Enrollment, Newsletters, etc…).
   iii. If Employer subsequently requests a modification to their method of delivering the Member Eligibility File or Member Enrollment File, Teladoc Health may charge the Employer an additional fee of two hundred dollars ($200) per hour, times that number of hours necessary to effect such modification.

IV. myStrength Complete Services Fees

A. "**PEPM**" means "Per Employee Per Month," which the Parties recognize as a common term in the health care industry. For purposes of this Addendum, PEPM is defined as the applicable rate paid by Employer to Teladoc Health for each Employee eligible to enroll in the myStrength Complete Services each month.

B. Fees. Employer agrees to pay Teladoc Health the following fees in connection with the myStrength Complete Services.

1. **myStrength Complete Services Fees.** Employer agrees to pay Teladoc Health the following fees in connection with the myStrength Complete Services:

i. a recurring PEPM Fee of US **$3.40** for each Employee eligible to enroll in the myStrength Complete Services each month.

ii. When accessing MH Consultations related to the Mental Health Services, Participants will be subject to the applicable MH Consult Fees or Utilization Target, as set forth in the HealthiestYou Virtual Care Services Exhibit entered into by the Parties.

2. The fee(s) for myStrength Complete Services are based on approximately **830** Employees in the Eligibility File each month.

V. Other Terms & Conditions

The terms and conditions set forth in the Agreement shall apply to the myStrength Complete Services in the same manner that such sections apply to the HealthiestYou Virtual Care Services.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: December 1, 2022
MEETING DATE: December 5, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Master Service Agreement with the selected firms for the Construction Material Testing and Geotechnical Engineering Services Pool. **This item supports IF - Infrastructure.**

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

Issue: On October 03, 2022, the City Commission approved six (6) firms for the Construction Material Testing (CMT) and Geotechnical Engineering Services Pool.

Staff then requested each of the six selected firms to provide their rate schedule in order to develop the average rates for the Master Service Agreement.

All six firms responded and then received the rate schedule for the Master Service Agreement and were asked to accept or reject the established rates in writing. Only four (4) firms responded with their acceptance of the established rates. These firms include the following:

- Millennium Engineers Group, Inc.
- B2Z Engineering, LLC
- Raba Kistner, Inc.
- L&G Consulting Engineers, Inc.

(Project #2122-01-528-S017-663)

Fiscal Consideration: No fiscal considerations at this time. The Master Service Agreement will establish the unit costs to be used by all the selected firms for the life of the agreement. Services will be budgeted at the time a new project is created.

Staff Recommendation: Staff recommends authorizing the City Manager to finalize the Master Service Agreement with the four (4) firms listed above for the Construction Material Testing and Geotechnical Engineering Services Pool at the agreed upon rates. The Master Service Agreement is a 2-year agreement with the option to extend the contract for two (2) additional years in 1-year increments, subject to acceptable performance and rates remaining unchanged.

Alternatives: The alternative is to reject the negotiated rate and attempt to reach consensus on a lower rate.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel	Created/Initiated - 12/1/2022
Ruben Alfaro	Approved - 12/2/2022
Maritza Magallan	Approved - 12/2/2022
Patricia Rigney	New -
City Management Office	

PROJECT AGREEMENT FOR
PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES

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

This Agreement is between **Engineering Firm**, (hereafter referred to as the "LABORATORY"); and **City of Pharr**, (hereinafter referred to as the "CLIENT"). LABORATORY is hereby authorized to perform professional geotechnical engineering services in connection with the **Construction Material Testing (CMT) & Geotechnical Engineering Services Pool**, hereinafter referred to as the Project.

Project No. 2122-01-528-S017-663

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: Construction Material Testing (CMT) & Geotechnical Services Pool

Project Location: Pharr, TX

Section 1

General Scope of Services
and
Project Description

1.1 This agreement is based on providing the following services for the Project as described in **Exhibit A – Scope of Services**. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

NOTICE: *LABORATORY acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

1.2 LABORATORY SHALL**:**

(a) Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.

(b) Provide only those services that, in the opinion of LABORATORY, lie within the technical and professional area of expertise of LABORATORY and which LABORATORY is adequately staffed and equipped to perform.

(c) Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT.

(d) Promptly submit formal reports to all tests, observations and services performed indicating where applicable, compliance with CLIENT specifications or other documents. Such reports shall be complete and factual, citing the test performed, methods employed, values obtained, parts of the structure and location at which test were made.

(e) Promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by LABORATORY shall not relieve LABORATORY from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of LABORATORY's service hereunder.

(f) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards & Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the CLIENT or its authorized representative documentation of such calibration.

1.6 Report Distribution and Ownership.

(a) Consider all reports to be the confidential property of the CLIENT, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the CLIENT or its authorized representative.

(b) The CLIENT acknowledges the LABORATORY's documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this AGREEMENT shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to the LABORATORY. The CLIENT shall not reuse or make any modification to the reports without the prior written authorization of the LABORATORY. Any unauthorized reuse of the documents will be at the CLIENT's sole risk.

1.7 Retain all pertinent records relating to the services performed for a period of five years following submission of all reports, during which period the records will be made available to the CLIENT at all reasonable time.

Section 2

Representations and Warranties

By executing this AGREEMENT, the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this AGREEMENT. Any amendment to any term shall comply with provisions contained in this AGREEMENT related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 LABORATORY will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to LABORATORY's liabilities hereunder in insurance coverage as mentioned above and LABORATORY waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

(1) *General Liability Coverage.* LABORATORY shall maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.

(2) *Automobile Liability Coverage.* LABORATORY shall maintain automobile liability insurance in an amount not less than $1,000,000 combined single limit for each occurrence, for bodily injury and property damage.

(3) *Workers' Compensation and Employer's Liability Coverage*. LABORATORY shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than $1,000,000 per occurrence, for any and all persons employed by

LABORATORY in connection with the performance of services under this AGREEMENT.

(4) *Professional Liability Coverage.* LABORATORY shall maintain professional errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by LABORATORY and/or any of LABORATORY's agents, employees, and personnel acting in furtherance of its services under this AGREEMENT.

(b) *Endorsements.* Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions to the extent applicable to each insurance policy:

(1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of LABORATORY; products and completed operations of LABORATORY; premises owned, occupied or used by LABORATORY; or automobiles owned, leased, hired or borrowed by LABORATORY. The coverage shall contain no special limitations particular to the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.

(2) For any claims related to the Project, and subject to Article 3.4 of this AGREEMENT, LABORATORY's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of LABORATORY's insurance and shall not contribute with it.

(3) Any failure of LABORATORY to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.

(4) LABORATORY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) LABORATORY's insurance coverage required and set forth in this Section 3 shall be endorsed in such a manner so as to not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' notice for non-payment for premium. Notice to the CLIENT must be made by certified mail, return receipt requested.

(a) *Deductibles.* Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, LABORATORY shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

(b) *Acceptability of Insurers.* Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.

(c) *Verification of coverage.* LABORATORY shall provide certificates of insurance with copies of original endorsements to CLIENT as evidence of the insurance coverage required by this AGREEMENT. Certificates of such insurance shall be filed with CLIENT before commencement of work by LABORATORY. At the request of CLIENT, LABORATORY shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT.

3.2 The LABORATORY shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, city engineers, directors, members, managers, employees, and CLIENT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of LABORATORYs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The LABORATORY agrees that it shall, at LABORATORY's sole expense, indemnify and hold harmless the CLIENT against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. LABORATORY shall reimburse CLIENT reasonable attorney's fees.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the Project in accordance with the time schedule set forth in **Exhibit B – Work Schedule** or as otherwise allowed herein. Upon termination of the AGREEMENT, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by LABORATORY without cause; the LABORATORY shall be paid the reasonable value of services performed by the LABORATORY prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and LABORATORY's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. LABORATORY shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until AGREEMENT is reached between CLIENT and LABORATORY. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this AGREEMENT, CLIENT shall provide notification of its termination of the AGREEMENT, which shall be effective immediately upon notification. Upon termination of AGREEMENT, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 **Pre-Litigation Alternative Dispute Resolution Requirement**. Except under an anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in **Exhibit C-Fee Schedule**.

5.2 The CLIENT shall issue a Work Order for every project to be performed by LABORATORY under this agreement. Work Orders shall specify an overall amount for the service to be performed based on unit prices set forth in **Exhibit C-Fee Schedule**. In

no event shall LABORATORY's total compensation exceed the Work Order amount without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. LABORATORY or ENGINEER or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to LABORATORY, ENGINEER or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the LABORATORY which are directly pertinent to the Project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice(s) will be accepted for payments. If CLIENT objects to all or any portion of invoice(s), CLIENT shall notify LABORATORY, in writing, within 10 days of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The LABORATORY and CLIENT will make every effort to settle the disputed invoice(s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to LABORATORY in the event one or more of the following conditions are in existence:

8.2 LABORATORY is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has

provided written notice of such alleged default and provided LABORATORY a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to LABORATORY and provided LABORATORY a reasonable opportunity to cure; provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 LABORATORY has failed to make payment promptly to LABORATORIES or other third parties used in connection with the services for which CLIENT has made payment to LABORATORY;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide LABORATORY with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due LABORATORY hereunder unless and until LABORATORY, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves LABORATORY of any its obligations hereunder with respect thereto;

8.7 LABORATORY shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

8.8 LABORATORY acknowledge that LABORATORY's skill and expertise is a material consideration for CLIENT entering into this Agreement. LABORATORY shall not assign, subcontract or delegate to any other party the performance of any to be rendered by LABORATORY under this AGREEMENT without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, LABORATORY shall be fully responsible to CLIENT for all acts or omissions of the sub-LABORATORY(s).

Section 9

Final Payment

9.1 Final Payment after final completion of the work and acceptance thereof by CLIENT, LABORATORY shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to LABORATORY and upon approval thereof by CLIENT, CLIENT shall pay to LABORATORY the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 8.

9.2 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this AGREEMENT or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the LABORATORY except those previously made in writing and identified by the LABORATORY as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, reports, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed. CLIENT shall have sole right to use such materials at its discretion without further compensation to LABORATORY or to any other party. The LABORATORY may retain reproducible copies of such documents. The CLIENT will require two (2) original copies of the final geotechnical engineering report and an electronic copy in pdf format. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold LABORATORY harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and LABORATORY agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on LABORATORY's experience and abilities with respect to performing the Services outlined in the Scope of Services. LABORATORY represents to CLIENT that LABORATORY will use its best efforts, skill, judgment, and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

11.2 LABORATORY must perform its services (1) with the professional skill and care ordinarily provided by competent laboratories practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent laboratory.

11.3 The LABORATORY represents, covenants and agrees that the person directly in charge of the professional LABORATORY work is duly registered under applicable Texas Law.

11.4 The CLIENT and LABORATORY agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the LABORATORY. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to CLIENT owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by LABORATORY. LABORATORY shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area. LABORATORY shall keep documentation that such efforts were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from LABORATORY. The CLIENT will provide LABORATORY information of their underground facilities.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

11.6 Where a change order to the construction contract is caused by a design error or omission committed by ENGINEER and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ENGINEER shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost.

The formula of such reimbursement is as follows: [Cost of Design Error or Omission Change Orders] - [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ENGINEER shall not be required to reimburse CLIENT if cumulative cost of design error change order(s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire AGREEMENT between the CLIENT and LABORATORY and may be modified only by AGREEMENT of both parties. All modifications will be in the form of an amended written AGREEMENT.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this AGREEMENT is illegal or unenforceable shall not affect the remaining portions of this AGREEMENT.

12.3 The parties agree that venue and jurisdiction for any and all claims arising out of this agreement shall lie exclusively in the state and district courts of Hidalgo County, Texas. The parties further agree that Texas laws apply.

AGREED AS TO SUBSTANCE AND FORM

Engineering Firm
Address

_____
Name
Title

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

Scope of Services

The scope of services will depend on the specific project needs. Services to be provided shall be limited to the list provided in **Exhibit C – Fee Schedule** and in accordance with the pricing therein shown. A scoping meeting will be set to identify the specific needs for every project; The LABORATORY will then develop a detailed draft scope of work with all associated costs and a project schedule for approval from the CLIENT. Projects during the agreement period will be assigned to the LABORATORIES on the approved list at the City's discretion and on an as needed basis.

Exhibit B

Work Schedule

Contract Term for this Service Agreement shall be for a period of two (2) years. Agreement period shall begin from date of official award and end two (2) years thereafter. The successful respondent(s) shall hold their negotiated prices firm for the initial two (2) year term of the service contract. The City of Pharr reserves the option to extend the contract for two (2) additional years, in one (1) year increments if the performance of the successful respondents is satisfactory and the negotiated prices remain firm.

Pharr Engineering

Exhibit C - Fee Schedule

PROJECT #2122-01-528-S017-663 - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES POOL 2022 - UNIT RATE PRICING

Description	FIRM NAME Selected Unit Rate Price
925-17 LABOR	
1. LABOR: SUPPORT MANAGER	$ 210.00
2. LABOR: QUALITY MANAGER (YRS EXPERIENCE: 10 to 20)	$ 205.00
3. LABOR: SENIOR ENGINEER (YRS EXPERIENCE: 15+)	$ 188.00
4. LABOR: PROJECT ENGINEER (YRS EXPERIENCE: 10 to 15)	$ 159.00
5. LABOR: DESIGN ENGINEER (YRS EXPERIENCE: 5 to 10)	$ 145.00
6. LABOR: ENGINEER-IN-TRAINING (YRS EXPERIENCE: 1 to 5)	$ 115.00
7. LABOR: SENIOR ENGINEER TECH (YRS EXPERIENCE: 15+)	$ 100.00
8. LABOR: ENGINEER TECH (YRS EXPERIENCE: 5 to 15)	$ 80.00
9. LABOR: JUNIOR ENGINEER TECH (YRS EXPERIENCE: 1 to 5)	$ 68.00
10. LABOR: SENIOR CADD OPERATOR (YRS EXPERIENCE: 15+)	$ 90.00
11. LABOR: CADD OPERATOR (YRS EXPERIENCE: 5 to 15)	$ 83.00
12. LABOR: JUNIOR CADD OPERATOR (YRS EXPERIENCE: 1 to 5)	$ 61.00
13. LABOR: ADMIN/CLERICAL	$ 68.00
14. LABOR: SENIOR GEOLOGIST (YRS EXPERIENCE: 15+)	$ 160.00
15. LABOR: GEOLOGIST (YRS EXPERIENCE: 5 to 15)	$ 120.00
16. LABOR: GEOLOGIST-IN-TRAINING (YRS EXPERIENCE: 1 to 5)	$ 110.00
925-46 GEOTECH SERVICE	
17. GEOTECH SERVICE: CALCIUM CARBONATE CONTENT OF SOILS (UNIT: ASTM D4373)	$ 82.00
18. GEOTECH SERVICE: CALIFORNIA BEARING RATIO (SINGLE SAMPLE WITHOUT MD CURVE) (UNIT: ASTM D1883)	$ 430.00
19. GEOTECH SERVICE: CASAGRANDE TYPE PIEZOMETERS	$ 395.00
20. GEOTECH SERVICE: CASAGRANDE TYPE PIEZOMETERS INSTALLATION	$ 450.00
21. GEOTECH SERVICE: CONCRETE/AC PATCH	$ 83.00
22. GEOTECH SERVICE: CORE DRILL ASPHALT	$ 88.00
23. GEOTECH SERVICE: CORE DRILL CONCRETE	$ 165.00
24. GEOTECH SERVICE: CORE REPAIR/PATCH ASPHALT COLD MIX	$ 83.00
25. GEOTECH SERVICE: CORE REPAIR/PATCH CONCRETE-UTILIBOND	$ 95.00
26. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW)	$ 400.00
27. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW) 4-IN. DIAMETER CORES	$ 210.00
28. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW) 6-IN. DIAMETER CORES	$ 260.00
29. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW): (A) 4-IN. DIAMETER CORES	$ 220.00
30. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW): (B) 6-IN. DIAMETER CORES	$ 260.00
31. GEOTECH SERVICE: DIRECT SHEAR TEST OF SOILS UNDER CONSOLIDATED DRAINED CONDITIONS (UNIT: ASTM D3080)	$ 830.00
32. GEOTECH SERVICE: DRILLING & SAMPLING - HARD ROCK-DIAMOND BIT	$ 55.00
33. GEOTECH SERVICE: DRILLING & SAMPLING - ROCK	$ 50.00
34. GEOTECH SERVICE: DRILLING & SAMPLING - SOFT ROCK-CARBIDE BIT	$ 50.00
35. GEOTECH SERVICE: DRILLING & SAMPLING - SOILS	$ 45.00
36. GEOTECH SERVICE: ELECTRONIC WATER LEVEL DEVICE	$ 300.00
37. GEOTECH SERVICE: MODIFIED PROCTOR TEST (UNIT: ASTM D1557)	$ 293.00
38. GEOTECH SERVICE: ONE DIMENSIONAL CONSOLIDATION PROPERTIES OF SOIL (UNIT: ASTM D2435)	$ 550.00

Pharr Engineering

DEADLINE: OCTOBER 26, 2022 AT 12:00 P.M.

PROJECT #2122-01-528-S017-663 - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES POOL 2022 - UNIT RATE PRICING

Description	FIRM NAME Selected Unit Rate Price
39. GEOTECH SERVICE: ONE DIMENSIONAL SWELL, METHOD C (UNIT: ASTM D4546)	$ 222.00
40. GEOTECH SERVICE: ONE DIMENSIONAL SWELL, METHODS A & B (UNIT: ASTM D4546)	$ 260.00
41. GEOTECH SERVICE: PERMEABILITY OF SILT AND CLAYS (UNIT: ASTM D5084)	$ 330.00
42. GEOTECH SERVICE: PIEZOMETER - 2"	$ 50.00
43. GEOTECH SERVICE: PIEZOMETER COMPLETION / ABANDONMENT (INCLUDING GROUTING)	$ 830.00
44. GEOTECH SERVICE: PIEZOMETER FINISH: (A) FLUSH MOUNT W/ 2' X 2' PAD	$ 720.00
45. GEOTECH SERVICE: PIEZOMETER FINISH: (B) STICK-UP W/ 4 BOLLARDS ON A 4' X 4' PAD	$ 1,400.00
46. GEOTECH SERVICE: PIEZOMETER-2" (INCLUDING WELL COMPLETION AND INSTALLATION)	$ 160.00
47. GEOTECH SERVICE: SOIL BORING /ROCK CORING WITHOUT TCP (> 60 FT.)	$ 50.00
48. GEOTECH SERVICE: SOIL BORING WITH SPT (UNIT: ASTM D1586)	$ 29.00
49. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.):	$ 20.00
50. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): (A) UTILIZING CONTINUOUS SAMPLER (UNIT: ASTM D1587)	$ 38.00
51. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): (B) SHELBY PUSH TUBES EXTRUDED IN FIELD (UNIT: ASTM D1587)	$ 28.00
52. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): (C) AUGURING	$ 22.00
53. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.):	$ 25.00
54. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.): (A) UTILIZING CONTINUOUS SAMPLER (UNIT: ASTM D1587)	$ 38.00
55. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.): (B) SHELBY PUSH TUBES EXTRUDED IN FIELD (UNIT: ASTM D1587)	$ 31.00
56. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITHOUT TCP (< 60 FT.)	$ 36.00
57. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITH TCP (< 60 FT.) (UNIT: Tex-132-E)	$ 36.00
58. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITH TCP (> 60 FT.) (UNIT: Tex-132-E)	$ 44.00
59. GEOTECH SERVICE: SPLITTING TENSILE OF INTACT ROCK CORE (UNIT: ASTM D3967)	$ 150.00
60. GEOTECH SERVICE: STAND BY OF CREW	$ 320.00
61. GEOTECH SERVICE: STANDARD PENETRATION TEST (SPT) (UNIT: ASTM D1586)	$ 13.00
62. GEOTECH SERVICE: STANDARD PROCTOR TEST (UNIT: ASTM D698)	$ 265.00
63. GEOTECH SERVICE: STANDARD TEST METHOD FOR DISPERSIVE CHARACTERISTICS OF CLAY SOIL BY DOUBLE HYDROMETER (UNIT: ASTM D4221)	$ 330.00
64. GEOTECH SERVICE: STANDARD TEST METHOD FOR PERMEABILITY OF GRANULAR SOILS (CONSTANT HEAD) (UNIT: ASTM D2434)	$ 480.00
65. GEOTECH SERVICE: STANDARD TEST METHODS FOR DETERMINING DISPERSIVE CHARACTERISTICS OF CLAYEY SOILS BY THE CRUMB TEST (UNIT: ASTM D6572)	$ 67.00
66. GEOTECH SERVICE: STANDARD TEST METHODS FOR IDENTIFICATION AND CLASSIFICATION OF DISPERSIVE CLAY SOILS BY THE PINHOLE TEST (UNIT: ASTM D4647)	$ 330.00
67. GEOTECH SERVICE: SUCTION TEST (FILTER METHOD) (UNIT: ASTM D5298)	$ 133.00
68. GEOTECH SERVICE: UNCONFINED COMPRESSIVE STRENGTH (ROCK) (UNIT: ASTM D2938)	$ 89.00
69. GEOTECH SERVICE: UNCONFINED COMPRESSIVE STRENGTH (SOIL) (UNIT: ASTM D2166)	$ 73.00

Pharr Engineering

DEADLINE: OCTOBER 26, 2022 AT 12:00 P.M.

PROJECT #2122-01-528-S017-663 - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES POOL 2022 - UNIT RATE PRICING

Description	FIRM NAME Selected Unit Rate Price
70. GEOTECH SERVICE: VERTICAL INCLINOMETER	$ 430.00
71. GEOTECH SERVICE: VERTICAL INCLINOMETER INSTALLATION	$ 885.00
72. GEOTECH SERVICE: VIBRATING WIRE PIEZOMETER	$ 935.00
73. GEOTECH SERVICE: VIBRATING WIRE PIEZOMETER INSTALLATION	$ 1,110.00
74. GEOTECH SERVICE: VOLUMETRIC SHRINKAGE (UNIT: ASTM D427)	$ 126.00
75. GEOTECH SERVICE: WATER STAND PIPES (UNIT: ASTM D4043)	$ 44.00
76. GEOTECH SERVICE: MOBILIZATION OF DRILLING RIG (TRIPS LESS THAN 100 MILES FROM RKI OFFICE TO SITE)	$ 477.00
77. GEOTECH SERVICE: MOBILIZATION OF DRILLING RIG (TRIPS OVER 100 MILES FROM RKI OFFICE TO SITE)	$ 6.00
78. GEOTECH SERVICE: BACKFILL BORINGS	$ 6.50
79. GEOTECH SERVICE: RESILIENT MODULUS TYPE 2 (5 OF FINE GRAINED AND/OR COHESIVE SOILS) (UNIT: AASHTO T307)	$ 406.00
80. GEOTECH SERVICE: RESILIENT MODULUS TYPE 1 (3 OF COARSE GRAINED AND/OR NON-COHESIVE SOILS) (UNIT: AASHTO T307)	$ 433.00
81. GEOTECH SERVICE: DETERMINATION OF PARTICLE SIZE ANALYSIS OF SOILS TEXT (PART I) - RETAINED +40 (UNIT: Tex-110-E)	$ 100.00
82. GEOTECH SERVICE: DETERMINATION OF PARTICLE SIZE ANALYSIS OF SOILS TEXT (PART II) - HYDROMETER ANALYSIS (UNIT: Tex-110-E)	$ 240.00
961-48 MATERIALS TESTING LAB SERVICE	
83. MATERIALS TESTING LAB SERVICE: ABRASION OF COARSE AGGREGATE USING THE LOS ANGELES MACHINE (TEST CODE: TEX-410-A)	$ 430.00
84. MATERIALS TESTING LAB SERVICE: ABSORPTION AND DRY BULK SPECIFIC GRAVITY OF LIGHTWEIGHT COARSE AGGREGATE (TEST CODE: TEX-433-A)	$ 89.00
85. MATERIALS TESTING LAB SERVICE: ACCELERATED POLISH TEST FOR COARSE AGGREGATE (TEST CODE: TEX-438-A)	$ 700.00
86. MATERIALS TESTING LAB SERVICE: ACID INSOLUBLE RESIDUE FOR FINE AGGREGATE (TEST CODE: TEX-612-J)	$ 228.00
87. MATERIALS TESTING LAB SERVICE: ADMIXING LIME TO REDUCE PLASTICITY INDEX OF SOILS (TEST CODE: TEX-112-E)	$ 220.00
88. MATERIALS TESTING LAB SERVICE: AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE PRESSURE METHOD (TEST CODE: TEX-416-A)	$ 32.00
89. MATERIALS TESTING LAB SERVICE: AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE VOLUMETRIC METHOD (TEST CODE: TEX-414-A)	$ 37.00
90. MATERIALS TESTING LAB SERVICE: APPARENT SPECIFIC GRAVITY OF MATERIAL FINER THAN NO. 50 SIEVE (TEST CODE: TEX-202-F)	$ 96.00
91. MATERIALS TESTING LAB SERVICE: ASPHALT BINDER WATER IN PETROLEUM (TEST CODE: TEX-501-C AASHTO T 55)	$ 245.00
92. MATERIALS TESTING LAB SERVICE: BALL MILL METHOD FOR DETERMINING THE DISINTEGRATION OF FLEXIBLE BASE MATERIAL (TEST CODE: TEX-116-E)	$ 252.00
93. MATERIALS TESTING LAB SERVICE: BOREHOLE GROUTING - BENTONITE CHIPS	$ 9.00
94. MATERIALS TESTING LAB SERVICE: BULK SPECIFIC GRAVITY AND WATER ABSORPTION OF AGGREGATE (TEST CODE: TEX-201-F)	$ 98.00
95. MATERIALS TESTING LAB SERVICE: CALCULATING THE PLASTICITY INDEX OF SOILS (TEST CODE: TEX-106-E)	$ 74.00
96. MATERIALS TESTING LAB SERVICE: CALCULATING VISCOSITY FROM PENETRATION (TEST CODE: TEX-535-C)	$ 218.00
97. MATERIALS TESTING LAB SERVICE: CANTABRO LOSS (TEST CODE: TEX-245-F)	$ 218.00
98. MATERIALS TESTING LAB SERVICE: CAPPING CYLINDRICAL CONCRETE SPECIMENS (TEST CODE: TEX-450-A)	$ 50.00

Pharr Engineering

DEADLINE: OCTOBER 26, 2022 AT 12:00 P.M.

PROJECT #2122-01-528-S017-663 - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES POOL 2022 - UNIT RATE PRICING

Description	FIRM NAME Selected Unit Rate Price
99. MATERIALS TESTING LAB SERVICE: CASING / HOLLOW STEM AUGER SURCHARGE	$ 34.00
100. MATERIALS TESTING LAB SERVICE: COMBINED HMAC COLD-BELT SAMPLING AND TESTING PROCEDURE (TEST CODE: TEX-229-F)	$ 120.00
101. MATERIALS TESTING LAB SERVICE: COMPACTING SPECIMENS USING THE TEXAS GYRATORY COMPACTOR (TGC) (TEST CODE: TEX-206-F)	$ 160.00
102. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CEMENT MORTARS (TEST CODE: ASTM C109)	$ 55.00
103. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CONCRETE USING PORTIONS OF BEAMS BROKEN IN FLEXURE (TEST CODE: TEX-419-A)	$ 42.00
104. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS (TEST CODE: TEX-418-A)	$ 22.00
105. MATERIALS TESTING LAB SERVICE: CONDUCTIVITY TEST FOR FIELD DETECTION OF SULFATES IN SOIL (TEST CODE: TEX-146-E)	$ 120.00
106. MATERIALS TESTING LAB SERVICE: CONSOLIDATED UNDRAINED (CU) TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS- MULTIPLE CHANGE (TEST CODE: TEX-131-E)	$ 1,300.00
107. MATERIALS TESTING LAB SERVICE: CONSOLIDATED UNDRAINED (CU) TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS- SINGLE STAGE (TEST CODE: TEX-131-E)	$ 1,500.00
108. MATERIALS TESTING LAB SERVICE: CUTBACK ASPHALTS - SPECIFIC GRAVITY, API GRAVITY, OR DENSITY OF CUTBACK ASPHALTS BY HYDROMETER METHOD; EMULSIFIED ASPHALTS - WEIGHT PER GALLON OF EMULSIFIED ASPHALT (TEST CODE: TEX-514-C ASTM D3142 ASTM D244)	$ 740.00
109. MATERIALS TESTING LAB SERVICE: DEGRADATION OF COARSE AGGREGATE BY MICRO-DEVEL ABRASION (TEST CODE: TEX-461-A)	$ 333.00
110. MATERIALS TESTING LAB SERVICE: DESIGN OF BITUMINOUS MIXTURES (TEST CODE: TEX-204-F)	$ 2,900.00
111. MATERIALS TESTING LAB SERVICE: DETERMINING ASPHALT CONTENT FROM ASPHALT PAVING MIXTURES BY THE IGNITION METHOD (TEST CODE: TEX-236-F)	$ 207.00
112. MATERIALS TESTING LAB SERVICE: DETERMINING ASPHALT CONTENT OF BITUMINOUS BY EXTRACTION (TEST CODE: TEX-210-F)	$ 205.00
113. MATERIALS TESTING LAB SERVICE: DETERMINING CHLORIDE AND SULFATE CONTENTS IN SOILS (TEST CODE: TEX-620-J)	$ 140.00
114. MATERIALS TESTING LAB SERVICE: DETERMINING CRUSHED FACE PARTICLE COUNT (TEST CODE: TEX-460-A)	$ 93.00
115. MATERIALS TESTING LAB SERVICE: DETERMINING DELETERIOUS MATERIAL AND DECANTATION TEST FOR COARSE AGGREGATES (TEST CODE: TEX-217-F)	$ 107.00
116. MATERIALS TESTING LAB SERVICE: DETERMINING DELETERIOUS MATERIAL IN MINERAL AGGREGATE (TEST CODE: TEX-413-A)	$ 98.00
117. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF COMPACTED BITUMINOUS MIXTURES (TEST CODE: TEX-207-F (PART I))	$ 71.00
118. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF COMPACTED BITUMINOUS MIXTURES (VACUUM METHOD) (TEST CODE: TEX-207-F (PART VI))	$ 78.00
119. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF PERMEABLE FRICTION COURSE (PFC) MIXTURES (TEST CODE: TEX-207-F (PART VIII))	$ 80.00
120. MATERIALS TESTING LAB SERVICE: DETERMINING DRAINDOWN CHARACTERISTICS IN BITUMINOUS MIXTURES (TEST CODE: TEX-235-F)	$ 105.00
121. MATERIALS TESTING LAB SERVICE: DETERMINING FLAKINESS INDEX (TEST CODE: TEX-224-F)	$ 100.00
122. MATERIALS TESTING LAB SERVICE: DETERMINING FLAT AND ELONGATED PARTICLES (TEST CODE: TEX-280-F)	$ 100.00

Pharr Engineering

DEADLINE: OCTOBER 26, 2022 AT 12:00 P.M.

PROJECT #2122-01-528-S017-663 - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES POOL 2022 - UNIT RATE PRICING

Description	FIRM NAME Selected Unit Rate Price
123. MATERIALS TESTING LAB SERVICE: DETERMINING HYDROCARBON-VOLATILE CONTENT OF BITUMINOUS MIXTURES (TEST CODE: TEX-213-F)	$ 153.00
124. MATERIALS TESTING LAB SERVICE: DETERMINING IN-PLACE DENSITY OF COMPACTED BITUMINOUS MIXTURES (NUCLEAR METHOD) (TEST CODE: TEX-207-F (PART III))	$ 60.00
125. MATERIALS TESTING LAB SERVICE: DETERMINING LIQUID LIMITS OF SOILS (TEST CODE: TEX-104-E)	$ 69.00
126. MATERIALS TESTING LAB SERVICE: DETERMINING LONGITUDINAL JOINT DENSITY USING A DENSITY TESTING GAUGE (TEST CODE: TEX-207-F (PART VII))	$ 175.00
127. MATERIALS TESTING LAB SERVICE: DETERMINING MAT SEGREGATION USING A DENSITY-TESTING GAUGE (TEST CODE: TEX-207-F (PART V))	$ 70.00
128. MATERIALS TESTING LAB SERVICE: DETERMINING MODULUS OF SUB-GRADE REACTION (K VALUE) (TEST CODE: TEX-125-E)	$ 470.00
129. MATERIALS TESTING LAB SERVICE: DETERMINING MOISTURE CONTENT IN SOIL MATERIALS (TEST CODE: TEX-103-E)	$ 16.00
130. MATERIALS TESTING LAB SERVICE: DETERMINING MOISTURE CONTENT OF BITUMINOUS MIXTURES (TEST CODE: TEX-212-F)	$ 34.00
131. MATERIALS TESTING LAB SERVICE: DETERMINING PAVEMENT THICKNESS BY DIRECT MEASUREMENT (TEST CODE: TEX-423-A)	$ 68.00
132. MATERIALS TESTING LAB SERVICE: DETERMINING PERCENT VOIDS AND SOLIDS IN CONCRETE (TEST CODE: TEX-405-A)	$ 86.00
133. MATERIALS TESTING LAB SERVICE: DETERMINING PLASTIC SOIL LIMITS	$ 70.00
134. MATERIALS TESTING LAB SERVICE: DETERMINING POTENTIAL VERTICAL RISE (TEST CODE: TEX-124-E)	$ 95.00
135. MATERIALS TESTING LAB SERVICE: DETERMINING RHEOLOGICAL PROPERTIES OF ASPHALT BINDER USING A DYNAMIC SHEAR RHEOMETER (TEST CODE: AASHTO T315)	$ 1,200.00
136. MATERIALS TESTING LAB SERVICE: DETERMINING SLAKING TIME (TEST CODE: TEX-102-E)	$ 115.00
137. MATERIALS TESTING LAB SERVICE: DETERMINING SOIL PH (TEST CODE: TEX-128-E)	$ 65.00
138. MATERIALS TESTING LAB SERVICE: DETERMINING SULFATE CONTENT IN SOILS - COLORIMETRIC METHOD (TEST CODE: TEX-145-E)	$ 112.00
139. MATERIALS TESTING LAB SERVICE: DETERMINING THE AMOUNT OF MATERIAL IN SOILS FINER THAN THE 75 MICROMETER (NO. 200) SIEVE (TEST CODE: TEX-111-E)	$ 73.00
140. MATERIALS TESTING LAB SERVICE: DETERMINING THE BAR LINEAR SHRINKAGE OF SOILS (TEST CODE: TEX-107-E)	$ 72.00
141. MATERIALS TESTING LAB SERVICE: DETERMINING THE DRAINAGE FACTOR OF SOIL MATERIALS (TEST CODE: TEX-123-E)	$ 372.00
142. MATERIALS TESTING LAB SERVICE: DETERMINING THE SPECIFIC GRAVITY OF SOILS (TEST CODE: TEX-108-E)	$ 84.00
143. MATERIALS TESTING LAB SERVICE: DETERMINING UNIT MASS (WEIGHT) OF AGGREGATES (TEST CODE: TEX-404-A)	$ 75.00
144. MATERIALS TESTING LAB SERVICE: DISTILLATION OF CUTBACK ASPHALT PRODUCTS (TEST CODE: TEX-515-C AASHTO T78)	$ 469.00
145. MATERIALS TESTING LAB SERVICE: DUCTILITY OF ASPHALT MATERIALS (TEST CODE: TEX-503-C AASHTO T51)	$ 496.00
146. MATERIALS TESTING LAB SERVICE: EFFECT OF HEAT AND AIR ON ASPHALT MATERIALS (THIN-FILM OVEN TEST) (TEST CODE: TEX-510-C AASHTO T179)	$ 523.00
147. MATERIALS TESTING LAB SERVICE: EFFECT OF WATER ON BITUMINOUS PAVING MIXTURES (TEST CODE: TEX-530-C)	$ 144.00
148. MATERIALS TESTING LAB SERVICE: ELASTIC RECOVERY OF TENSILE DEFORMATION USING A DUCTILOMETER (TEST CODE: TEX-539-C)	$ 687.00

Pharr Engineering

DEADLINE: OCTOBER 26, 2022 AT 12:00 P.M.

PROJECT #2122-01-528-S017-663 - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES POOL 2022 - UNIT RATE PRICING

Description	FIRM NAME Selected Unit Rate Price
149. MATERIALS TESTING LAB SERVICE: FIELD METHOD FOR DETERMINING IN-PLACE DENSITY OF SOILS AND BASE MATERIALS (TEST CODE: TEX-115-E)	$ 33.00
150. MATERIALS TESTING LAB SERVICE: FINENESS MODULUS OF FINE AGGREGATE (TEST CODE: TEX-402-A)	$ 80.00
151. MATERIALS TESTING LAB SERVICE: FLASH POINT WITH TAG OPEN-CUP APPARATUS FOR USE WITH MATERIAL HAVING A FLASH POINT LESS THAN 93ºC (200ºF) (TEST CODE: TEX-512-C AASHTO T79)	$ 520.00
152. MATERIALS TESTING LAB SERVICE: FLEXURAL STRENGTH OF CONCRETE USING SIMPLE BEAM THIRD-POINT LOADING (TEST CODE: TEX-448-A)	$ 43.00
153. MATERIALS TESTING LAB SERVICE: FLOAT TEST FOR BITUMINOUS MATERIALS (TEST CODE: TEX-519-C AASHTO T50)	$ 520.00
154. MATERIALS TESTING LAB SERVICE: FREE MOISTURE AND WATER ABSORPTION IN AGGREGATE FOR CONCRETE (TEST CODE: TEX-409-A)	$ 92.00
155. MATERIALS TESTING LAB SERVICE: FREEZING AND THAWING TESTS OF COMPACTED SOIL-CEMENT MIXTURE (TEST CODE: TEX-135-E)	$ 659.00
156. MATERIALS TESTING LAB SERVICE: HAMBURG WHEEL-TRACKING TEST (TEST CODE: TEX-242-F)	$ 915.00
157. MATERIALS TESTING LAB SERVICE: INDIRECT TENSILE STRENGTH TEST (TEST CODE: TEX-226-F)	$ 600.00
158. MATERIALS TESTING LAB SERVICE: KINEMATIC VISCOSITY OF ASPHALTS (BITUMENS) (TEST CODE: TEX-529-C AASHTO T201)	$ 465.00
159. MATERIALS TESTING LAB SERVICE: LABORATORY CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES (TEST CODE: TEX-142-E)	$ 86.00
160. MATERIALS TESTING LAB SERVICE: LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE-DENSITY RELATIONSHIP OF BASE MATERIALS (TEST CODE: TEX-113-E)	$ 295.00
161. MATERIALS TESTING LAB SERVICE: LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE-DENSITY RELATIONSHIP OF SUBGRADE, EMBANKMENT SOILS, AND BACKFILL MATERIAL (TEST CODE: TEX-114-E)	$ 265.00
162. MATERIALS TESTING LAB SERVICE: LIME FLY-ASH COMPRESSIVE STRENGTH TEST METHODS- PART 1 (TEST CODE: TEX-127-E)	$ 290.00
163. MATERIALS TESTING LAB SERVICE: LIME FLY-ASH COMPRESSIVE STRENGTH TEST METHODS- PART 2 (TEST CODE: TEX-127-E)	$ 290.00
164. MATERIALS TESTING LAB SERVICE: MAKING AND CURING CONCRETE TEST SPECIMENS (TEST CODE: TEX-447-A)	$ 30.00
165. MATERIALS TESTING LAB SERVICE: MANUAL PROCEDURE FOR DESCRIPTION AND IDENTIFICATION OF SOILS (TEST CODE: TEX-141-E)	$ 75.00
166. MATERIALS TESTING LAB SERVICE: MATERIAL FINER THAN 75 MICROMETER (NO. 200) SIEVE IN MINERAL AGGREGATES (DECANTATION TEST FOR CONCRETE AGGREGATES) (TEST CODE: TEX-406-A)	$ 81.00
167. MATERIALS TESTING LAB SERVICE: MEASURING TEMPERATURE OF FRESHLY MIXED PORTLAND CEMENT CONCRETE (TEST CODE: TEX-422-A)	$ 20.00
168. MATERIALS TESTING LAB SERVICE: MEASURING TEXTURE DEPTH BY THE SAND PATCH METHOD (TEST CODE: TEX-436-A)	$ 118.00
169. MATERIALS TESTING LAB SERVICE: MEASURING THE RESISTIVITY OF SOIL MATERIALS (TEST CODE: TEX-129-E)	$ 127.00
170. MATERIALS TESTING LAB SERVICE: MEASURING THICKNESS OF PAVEMENT LAYER (TEST CODE: TEX-140-E)	$ 81.00
171. MATERIALS TESTING LAB SERVICE: MOLDING, TESTING, AND EVALUATING BITUMINOUS BLACK BASE MATERIALS (TEST CODE: TEX-126-E)	$ 350.00
172. MATERIALS TESTING LAB SERVICE: OBTAINING AND TESTING DRILLED CORES OF CONCRETE (TEST CODE: TEX-424-A)	$ 320.00

Pharr Engineering

DEADLINE: OCTOBER 26, 2022 AT 12:00 P.M.

PROJECT #2122-01-528-S017-663 - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES POOL 2022 - UNIT RATE PRICING

Description	FIRM NAME Selected Unit Rate Price
173. MATERIALS TESTING LAB SERVICE: OPERATING INERTIAL PROFILERS AND EVALUATING PAVEMENT PROFILES (TEST CODE: TEX-1001-S)	$ 1,189.00
174. MATERIALS TESTING LAB SERVICE: ORGANIC IMPURITIES IN FINE AGGREGATE FOR CONCRETE (TEST CODE: TEX-408-A)	$ 64.00
175. MATERIALS TESTING LAB SERVICE: OVERLAY TEST (TEST CODE: TEX-248-F)	$ 1,013.00
176. MATERIALS TESTING LAB SERVICE: PARTICLE SIZE ANALYSIS OF SOILS (TEST CODE: TEX-110-E)	$ 105.00
177. MATERIALS TESTING LAB SERVICE: PENETRATION OF BITUMINOUS MATERIALS (TEST CODE: TEX-502-C AASHTO T49)	$ 523.00
178. MATERIALS TESTING LAB SERVICE: PERMEABILITY OR WATER FLOW OF HOT MIX ASPHALT (TEST CODE: TEX-246-F)	$ 97.00
179. MATERIALS TESTING LAB SERVICE: PREPARING SOIL AND FLEXIBLE BASE MATERIALS FOR TESTING (TEST CODE: TEX-101-E)	$ 75.00
180. MATERIALS TESTING LAB SERVICE: RECOVERY OF ASPHALT FROM BITUMINOUS MIXTURES BY THE ABSON PROCESS (TEST CODE: TEX-211-F)	$ 547.00
181. MATERIALS TESTING LAB SERVICE: ROLLING THIN FILM OVEN TEST FOR ASPHALT BINDERS (TEST CODE: TEX-541-C AASHTO T240)	$ 520.00
182. MATERIALS TESTING LAB SERVICE: SAMPLING AGGREGATE FOR BITUMINOUS MIXTURES, SURFACE TREATMENTS AND LIMESTONE ROCK ASPHALT (TEST CODE: TEX-221-F)	$ 130.00
183. MATERIALS TESTING LAB SERVICE: SAMPLING BITUMINOUS MATERIALS, PRE-MOLDED JOINT FILLERS, AND JOINT SEALERS (TEST CODE: TEX-500-C)	$ 224.00
184. MATERIALS TESTING LAB SERVICE: SAMPLING BITUMINOUS MIXTURES (TEST CODE: TEX-222-F)	$ 100.00
185. MATERIALS TESTING LAB SERVICE: SAMPLING FLEXIBLE BASE, STONE, GRAVEL, SAND, AND MINERAL AGGREGATES (TEST CODE: TEX-400-A)	$ 70.00
186. MATERIALS TESTING LAB SERVICE: SAMPLING OF FRESHLY MIXED CONCRETE (TEST CODE: TEX-407-A)	$ 75.00
187. MATERIALS TESTING LAB SERVICE: SAND EQUIVALENT (TEST CODE: TEX-203-F)	$ 92.00
188. MATERIALS TESTING LAB SERVICE: SATURATED SURFACE-DRY SPECIFIC GRAVITY AND ABSORPTION OF AGGREGATES (TEST CODE: TEX-403-A)	$ 103.00
189. MATERIALS TESTING LAB SERVICE: SAYBOLT VISCOSITY (TEST CODE: TEX-513-C AASHTO T72)	$ 520.00
190. MATERIALS TESTING LAB SERVICE: SIEVE ANALYSIS OF FINE AND COARSE AGGREGATE (TEST CODE: TEX-200-F OR TEX-401-A)	$ 108.00
191. MATERIALS TESTING LAB SERVICE: SLUMP OF HYDRAULIC CEMENT CONCRETE (TEST CODE: TEX-415-A)	$ 33.00
192. MATERIALS TESTING LAB SERVICE: SLURRY TESTING (TEST CODE: TEX-130-E)	$ 54.00
193. MATERIALS TESTING LAB SERVICE: SOFTENING POINT OF BITUMEN (RING AND BALL APPARATUS) (TEST CODE: TEX-505-C AASHTO T53)	$ 520.00
194. MATERIALS TESTING LAB SERVICE: SOIL-CEMENT TESTING-PART 1 (TEST CODE: TEX-120-E)	$ 430.00
195. MATERIALS TESTING LAB SERVICE: SOIL-CEMENT TESTING-PART 2 (TEST CODE: TEX-120-E)	$ 400.00
196. MATERIALS TESTING LAB SERVICE: SOIL-LIME TESTING-PART 1 (TEST CODE: TEX-121-E)	$ 360.00
197. MATERIALS TESTING LAB SERVICE: SOIL-LIME TESTING-PART 2 (TEST CODE: TEX-121-E)	$ 350.00
198. MATERIALS TESTING LAB SERVICE: SOLUBILITY OF BITUMINOUS MATERIALS (TEST CODE: TEX-507-C AASHTO T44)	$ 469.00
199. MATERIALS TESTING LAB SERVICE: SOUNDNESS OF AGGREGATE USING SODIUM SULFATE OR MAGNESIUM SULFATE (TEST CODE: TEX-411-A)	$ 497.00

Pharr Engineering

DEADLINE: OCTOBER 26, 2022 AT 12:00 P.M.

PROJECT #2122-01-528-S017-663 - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES POOL 2022 - UNIT RATE PRICING

Description	FIRM NAME Selected Unit Rate Price
200. MATERIALS TESTING LAB SERVICE: SPECIFIC GRAVITY (TEST CODE: TEX-508-C AASHTO T228)	$ 85.00
201. MATERIALS TESTING LAB SERVICE: SPOT TEST OF ASPHALTIC MATERIALS (TEST CODE: TEX-509-C AASHTO T102)	$ 316.00
202. MATERIALS TESTING LAB SERVICE: SULPHATE TEST	$ 119.00
203. MATERIALS TESTING LAB SERVICE: SUPERPAVE GYRATORY COMPACTING OF TEST SPECIMENS OF BITUMINOUS MIXTURES (TEST CODE: TEX-241-F)	$ 385.00
204. MATERIALS TESTING LAB SERVICE: SURVEYING AND SAMPLING SOILS FOR HIGHWAYS (TEST CODE: TEX-100-E)	$ 113.00
205. MATERIALS TESTING LAB SERVICE: TEST FLOW OF GROUT MIXTURES (FLOW CONE METHOD) (TEST CODE: TEX-437-A)	$ 74.00
206. MATERIALS TESTING LAB SERVICE: TEST OF STABILOMETER VALUE OF BITUMINOUS MIXTURES (TEST CODE: TEX-208-F)	$ 223.00
207. MATERIALS TESTING LAB SERVICE: TEXAS CONE PENETRATION (TEST CODE: TEX-132-E)	$ 29.00
208. MATERIALS TESTING LAB SERVICE: THEORETICAL MAXIMUM SPECIFIC GRAVITY OF BITUMINOUS MIXTURES (TEST CODE: TEX-227-F)	$ 105.00
209. MATERIALS TESTING LAB SERVICE: THERMAL PROFILE (TEST CODE: TEX-244-F)	$ 201.00
210. MATERIALS TESTING LAB SERVICE: TRIAXIAL COMPRESSION TEST FOR DISTURBED SOILS AND BASE MATERIALS (TEST CODE: TEX-117-E)	$ 1,970.00
211. MATERIALS TESTING LAB SERVICE: TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS (TEST CODE: TEX-118-E)	$ 372.00
212. MATERIALS TESTING LAB SERVICE: UNIFORMITY OF CONCRETE (TEST CODE: TEX-472-A)	$ 575.00
213. MATERIALS TESTING LAB SERVICE: UNIT WEIGHT, YIELD, AND AIR CONTENT (GRAVIMETRIC) OF CONCRETE (TEST CODE: TEX-417-A)	$ 50.00

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.
DATE SUBMITTED: December 1, 2022
MEETING DATE: December 5, 2022

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Service Contract with Smartcom Telephone LLC. from McAllen, TX for the Direct Internet Access at Communications Building. **This item supports IF - Infrastructure**.

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

Issue: Service contract with Smartcom for the direct internet access - communications building (Year 2)
(Project# 2021-01-510-S018-001B)

Fiscal Consideration: N/A

Staff Recommendation: staff recommends approval to extend the service contract for one (1) additional year for the Direct Internet Access at Communications Building

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 12/1/2022
Ed Wylie	Approved - 12/2/2022
Jose Pena	Approved - 12/2/2022
Patricia Rigney	Approved - 12/2/2022
Fabiola Sanchez	Approved - 12/2/2022
City Management Office	Final Approval - 12/2/2022

EXTENSION OF AGREEMENT
SERVICE CONTRACT FOR DIRECT INTERNET ACCESS – COMMUNICATIONS BUILDING
PROJECT# 2021-01-510-S018-001B

THIS EXTENSION OF AGREEMENT FOR DIRECT INTERNET ACCESS – COMMUNICATIONS BUILING, made and entered into the _____ day _____ _____, 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 **SMARTCOM Telephone, LLC.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 600 Ash Ave., McAllen, Texas.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the **DIRECT INTERNET ACCESS – COMMUNICATIONS BUILDING** dated, **December 13, 2021** by which CONTRACTOR serves to the CITY pursuant to Request for Proposals numbered; **PROJECT# 2021-01-510-S018-001B** and

WHEREAS, the current term expires on **December 13, 2022**; and

WHEREAS, the Agreement provided that the City reserved the right to extend said contract for four (4) 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 thereof until **December 13, 2023.** The CITY reserves the right to extend for three (3) additional years as provided in the existing Agreement.

IN WITNESS WHEREOF this extension of Agreement for the Direct Internet Access – Communications Building 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 **Smartcom Telephone, LLC.**

Smartcom Telephone, LLC.

By: _____

_____
Title

_____
Witness

_____
Print Name

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.D.
DATE SUBMITTED: December 1, 2022
MEETING DATE: December 5, 2022

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Service Contract with Foremost Telecommunications from Dallas, TX for the Direct Internet Access at Pharr International Bridge Building. **This item supports IF - Infrastructure**.

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

Issue: Service contract with Foremost Telecommunications for the direct internet access - International bridge (Year 2)
(Project# 2021-01-510-S018-001C)

Fiscal Consideration: N/A

Staff Recommendation: staff recommends approval to extend the service contract for one (1) additional year for the Direct Internet Access at International Bridge

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 12/1/2022
Ed Wylie	Approved - 12/2/2022
Jose Pena	Approved - 12/2/2022
Patricia Rigney	Approved - 12/2/2022
Fabiola Sanchez	Approved - 12/2/2022
City Management Office	Final Approval - 12/2/2022

EXTENSION OF AGREEMENT
SERVICE CONTRACT FOR DIRECT INTERNET ACCESS – INTERNATIONAL BRIDGE BUILDING
PROJECT# 2021-01-510-S018-001C

THIS EXTENSION OF AGREEMENT FOR DIRECT INTERNET ACCESS – INTERNATIONAL BRIDGE BUILDING, made and entered into the _____ day _____, 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 **FOREMOST Telecommunications Corporation**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 5757 Alpha Road, Suite 110. Dallas, Texas.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the **DIRECT INTERNET ACCESS – INTERNATIONAL BRIDGE BUILDING** dated, **December 13, 2021** by which CONTRACTOR serves to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **PROJECT# 2021-01-510-S018-001C** and

WHEREAS, the current term expires on **December 13, 2022;** and

WHEREAS, the Agreement provided that the City reserved the right to extend said contract for four (4) 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 thereof until **December 13, 2023.** The CITY reserves the right to extend for three (3) additional years as provided in the existing Agreement.

IN WITNESS WHEREOF this extension of Agreement for the Direct Internet Access – International Bridge Building 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 **Foremost Telecommunications Corporation**

Foremost Telecommunications Corp.

By: _____

_____
Title

_____
Witness

_____
Print Name

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.E.
DATE SUBMITTED: December 1, 2022
MEETING DATE: December 5, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on 380 Comprehensive Economic Stimulus Agreement with Queenstown Park, LLC. **This item supports EV - Economic Vitality.**

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

Issue: 380 Comprehensive Economic Stimulus Agreement between City of Pharr, Pharr Economic Development Corporation II, and Queenstown Park, LLC. (Project #2223-01-510-S020-001)

Fiscal Consideration: to be negotiated

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? Yes
Reason: Pursuant to Section 551.084 economic development

ROUTING:

Hilda Pedraza	Created/Initiated - 12/1/2022
Patricia Rigney	Approved - 12/1/2022
Fabiola Sanchez	Approved - 12/2/2022
City Management Office	Final Approval - 12/2/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.F.
DATE SUBMITTED: December 2, 2022
MEETING DATE: December 5, 2022

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter a Consulting Agreement for Sustainability Plan. **This item supports QL - Quality of Life.**

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

Issue: City is seeking to engage a consultant in order to improve the City's Sustainability as it pertains to education, partnerships, learning, and growth. (Project #2223-01-510-S021-001)

Fiscal Consideration: $30,000 for initial 6 month agreement.

Staff Recommendation: Approval.

Alternatives: Not hire a consultant.

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

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 12/2/2022
Final Approval - 12/2/2022