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, FEBRUARY 20, 2023

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation.

2. PROCLAMATIONS:

A) Proclamation proclaiming February 20, 2023 as Pharr Memorial Library Day. (LIBRARY)

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

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

A) Public hearing on development services cases

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

A) Submission of Sales Tax Collection Report for February 2023.**This item supports SG - Sound Governance and Fiscal Sustainability.**

B) City Events of Interest.

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

A) Approval of Minutes for February 6, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 17.425 acres of land, more or less, out of Lots 6 and 7, out of the Re-subdivision of Closner Subdivision, generally located on the northeast corner of South Veterans Boulevard and East Military Highway, Extraterritorial Jurisdiction of the City of Pharr, Texas. *(3rd and Final Reading)* **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a 30 ft. by 633.97 ft. Street Right-of-Way, consisting of 0.437 of an acre (19,019.10 square feet) located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas *(2nd Reading).* **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-42 Rental of City Facilities *(2nd Reading)*. **This item supports QL - Quality of Life.** (ADMINISTRATION)

E) Consideration and action, if any, on request from ARISE Adelante for police and fire departments' assistance during their International Women's Day March and Celebration on Wednesday, March 8, 2023. **This item supports QL - Quality of Life.** (ADMINISTRATION)

F) Consideration and action, if any, authorizing City Manager to advertise for bids for the South Regional Detention Facility. **This item supports IF - Infrastructure.** (ENGINEERING)

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

1. Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.05 acres, more or less, out of Replat of vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-1. CUP#160942 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Stefano's Pizza Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-3. CUP#190536 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution authorizing the donation of city-owned emergency medical services equipment for instructional purposes to the Ben Bolt-Palito Blanco Independent School District Emergency Medical Technician Program. **This item supports QL - Quality of Life.** (EMERGENCY MEDICAL SERVICES)

8. PURCHASING:

A) Consideration and action, if any, authorizing Pharr Police Department to purchase four (4) License Plate Reader (LPR) trailers to include Vigilant software and training for police staff under Operation Stonegarden Grant Program #3173107. **This item supports SSC - Safe and Secure Community**. (POLICE)

B) Consideration and action, if any, authorizing Pharr Public Utilities to purchase two (2) new submersible pumps from Lewis Electric Motors in the amount of $53,581.50. **This item supports IF - Infrastructure**. (PUBLIC UTILITIES)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Change Order No. 1 in the amount of $598,863.20 to the Professional Engineering Services Agreement with Cobb Fendley & Associates, Inc. for the City Wide Fiber Optic Project, TeamPharr.Net for additional scope of work **(TABLED)**. **This item supports IF - Infrastructure**. (IT)

B) Consideration and action, if any, on Change Order No. 1 with Asago Construction, LLC, in the amount of $1,677.44 for the PSJA Tri-City Sidewalk Safety Improvements Project Phase I (CSJ# 0921-02-391). **This item supports IF - Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, on Change Order No. 1 in the amount of $32,610.00, release of Final Payment and Retainage $132,611.70, and acceptance of the City of Pharr Northside Community Center Phase I & II as complete (Project #1920-01-510-C012-001). **This item supports IF - Infrastructure**. (ENGINEERING)

D) Consideration and action, if any, on Interlocal Agreement with Hidalgo County and the City of Pharr for library services for county calendar year 2023.**This item supports QL - Quality of Life.** (LIBRARY)

E) Consideration and action, if any, authorizing City Manager to enter into an agreement with Barton-Garcia Advisors, LLC. for consulting, management, implementation and compliance of TeamPharr.Net Methodist Healthcare Ministries awarded training program grant with outside partners. **This item supports IF - Infrastructure**. (IT)

F) Consideration and action, if any, authorizing City Manager to negotiate and enter into an Interlocal Agreement for Emergency Medical Services between the City of Pharr and the City of San Juan for ambulance services. **This item supports QL - Quality of Life.** (ADMINISTRATION)

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

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

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

Pursuant to Section 551.074, the Board may convene in a closed, non-public meeting to discuss

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 17th day of February 2023 at 3:45 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 17th day of February 2023

HILDA PEDRAZA, TRMC / CMC
CITY CLERK

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

_____ Title: _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.A.
DATE SUBMITTED: February 16, 2023
MEETING DATE: February 20, 2023

FROM: Linda Coronado, Secretary

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Proclamation proclaiming February 20, 2023 as Pharr Memorial Library Day.

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

Issue: Presentation of Proclamation.

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

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

ROUTING:

Linda Coronado	Created/Initiated - 2/16/2023
Adolfo Garcia	Approved - 2/17/2023
City Management Office	Final Approval - 2/17/2023

Proclamation

WHEREAS, public libraries play vital roles in the education, recreation, and empowerment of local communities; and

WHEREAS, libraries continue to level the playing field for all who seek information and access to technologies; and

WHEREAS, each year the Texas Municipal Library Directors Association confers the Achievement of Library Excellence Award for outstanding contributions to public libraries in Texas; and

WHEREAS, the Texas Municipal Library Directors Association Achievement of Library Excellence Award is open to Texas Public Library Directors and the member libraries they represent; and

WHEREAS, applicants must exhibit excellence by providing services to underserved and special populations; marketing in innovative ways; pursuing collaborative efforts; continually enhancing its services; supporting literacy, digital inclusion, and workforce development; providing cultural, topical, and educational programming; and comprehensively training its staff; and

WHEREAS, of the approximately 542 public libraries that exist in Texas, only 73 received this award in 2022; and

WHEREAS, the Pharr Memorial Library has met the requirements of excellence and been awarded the 2022 Texas Municipal Library Directors Association Achievement of Library Excellence Award; and encourages all residents to visit the library and enjoy the many programs and services offered.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim February 20, 2023 as:

"Pharr Memorial Library Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 20th day of February 2023.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

Texas Municipal Library Directors Association

February 7, 2023

Adolfo Garcia
Pharr Memorial Library
121 E Cherokee Ave
Pharr, TX 78577-4826

Dear Adolfo Garcia,

Congratulations! On behalf of the Texas Municipal Library Directors Association, I am pleased to inform you that you have been awarded the 2022 Achievement of Excellence in Libraries Award.

Your application clearly demonstrated your commitment to providing exceptional service to your community. Of the 542 public library systems in Texas, your library is one of only 73 that have earned this year's award. With this honor, your library is now in the top 15% of all public libraries in the state.

We know you will want to proudly display your accolades, which include a congratulatory letter, a digital medal, and an award template that can be used to order a plaque. The digital medal is an image file that can be used (but not altered) on websites, email signatures, stationery, and other official library promotional materials. The digital image can be made to be clickable to the TMLDA award site or to a page displaying your accomplishment and/or completed application.

Again, congratulations on this accomplishment, and thank you for enriching the lives of your residents and providing your community with outstanding and innovative services.

Sincerely,

Dennis Quinn
Cozby Library and Community Commons, Coppell, TX
TMLDA President, 2022-2023

Achievement of Library Excellence Award Information Sheet

Each year, the Texas Municipal Library Directors Association (TMLDA) confers awards for outstanding contributions by public libraries to their communities. Since 1966 TMLDA has served to promote the public library profession, improve the methods of library service delivery, and maintain high standards of professional ethics. TMLDA remains an affiliate of the Texas Municipal League.

The Achievement of Library Excellence Award is open to TMLDA member library directors and the libraries they represent. To receive the Achievement of Library Excellence Award, the library must support standards of excellence in the following categories:

1. Services to underserved populations either through outreach, special programs, collaborations with other libraries or organizations, special classes, special collections, etc.
2. Innovative and effective marketing materials highlighting basic services and publicity about specific programs the library offers
3. Collaborative efforts with community organizations
4. Enhanced service to the public during the past year either through increase in service or a change in type of services
5. Literacy support for all ages (including summer reading programs)
6. Support for digital inclusion through public internet access, digital literacy training, and online library services
7. Support for workforce development
8. Cultural, topical, and educational programming for adults and families
9. Professional staff training to include training opportunities for staff at all levels
10. Any other initiatives that speak to library excellence

TMLDA recognizes that two of the many strengths of Texas libraries are individuality and the ability to meet the specific needs of the communities served. Each award-winning library has chosen to emphasize the programs and services that best support local users where they live, work, and play. While no two public libraries are alike, they each strive for excellence.

According to the Texas State Library and Archives Commission, 542 public libraries exist in Texas. Of those libraries, only 73 received this award in 2022.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED:
MEETING DATE: February 20, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED: February 17, 2023
MEETING DATE: February 20, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Sales Tax Collection Report for February 2023.**This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: SALES TAX HIGHLIGHTS
The City of Pharr shows an INCREASE of 2.11% YTD TRUE GROWTH compared to last Year 2022 and 2.32% compared to last February 2022 Payments.

Fiscal Consideration:
n/a

Staff Recommendation: Presentation only

Alternatives: n/a

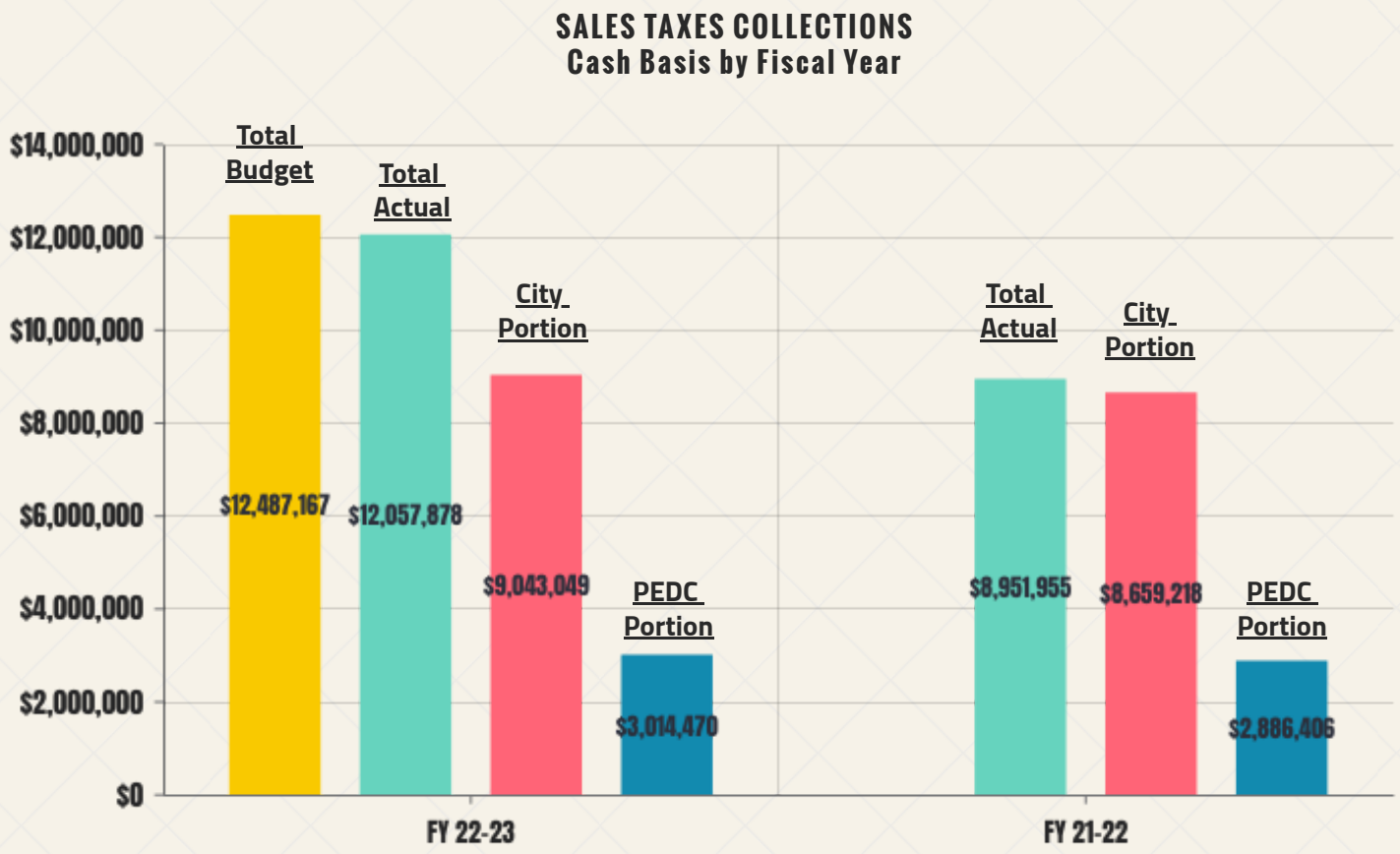
Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Karla Saavedra — Created/Initiated - 2/17/2023
City Management Office — Final Approval - 2/17/2023

CITY OF PHARR SALES TAXES

as of February 2023
FY 2022-2023



2.11% YTD

Increase in Sales Tax from Last Year*

2.32%

Compared to February 2022 Cash Basis.

Ranked No. 8

compared to neighbor Cities

*Growth is based on Calendar Year per Texas State Comptroller.
FY 22-23 (5th month) growth is 4.44 % YTD

CREATED BY
Karla Saavedra, CGFO

WE ARE TEAM PHARR

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.
DATE SUBMITTED:
MEETING DATE: February 20, 2023

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 #: 6.A.
DATE SUBMITTED: February 17, 2023
MEETING DATE: February 20, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Approval of Minutes for February 6, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: Minutes for the meeting held on Monday, February 6, 2023

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 - 2/17/2023
City Management Office — Final Approval - 2/17/2023

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, FEBRUARY 6, 2023
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, February 6, 2023 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Alternate Mayor Pro Tem Roberto Carrillo
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Mayor Pro Tem Daniel Chavez
Comm. Itza Flores

STAFF PRESENT: Anali Alanis, Interim City Manager
Ed Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Judge
Juan Gonzalez, Interim Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Srvcs. Director
Luis Marin, Asst. Public Works Director
Melanie Cano, OSE Director
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, External Affairs Dir.
Adolfo Garcia, Library
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Daniel Ramirez, E.M.S. Chief
Marcela Beas, Chamber President
Yuri Gonzalez, Chief Comm. Officer
Sara Salinas, Public Safety Asst. Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Karla Saavedra, Finance Director, led the pledge of allegiance and said the invocation.

ITEM 2. PUBLIC TESTIMONY

No one signed up to speak.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

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

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF FINANCIAL REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2022. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item and stated report was in their packet and questions could be entertained at this time.

B) CITY ENGINEER'S REPORT

Anali Alanis, Interim City Manager, introduced the item and stated report was in their packet and questions could be entertained at this time.

C) CITY EVENTS OF INTEREST

Anali Alanis, Interim City Manager, reported the Pharr Warrior Race would be held on Saturday, March 4, 2023 at the Pharr Natatorium and check-in time was 6:00 a.m. She further reported the City of Pharr would be hosting its 17th Annual St. Patrick 5K Run/Walk on Saturday, March 18, 2023 on 1000 S. Fir Street.

DRAFT

Anali Alanis, Interim City Manager, reported the Pharr Police Department would be hosting a Community Police Academy beginning Tuesday, March 21, 2023 and a Youth Community Police Academy beginning on Wednesday, March 22, 2023.

Alani Alanis, Interim City Manager, recognized the Pharr Vital Statistics Division for earning the 2023 Five Star Service Award from the Texas Health and Human Services for excellence in the vital statistics registration process. She stated this award honors partners who go above and beyond the duties of birth and death registration by ensuring excellent customer service, security, and data quality. She further stated Hilda Pedraza and Maritza Gutierrez were the vital statistic registrars for the City of Pharr and thanked them for their outstanding work.

At this time, Anali Alanis, Interim City Manager, called upon Andrew Canon for a presentation.

Andrew Canon, RVMPO Executive Director, presented their State of the City System Report to the commission. He stated the booklet was an overview of the region and contained the most recent and available baseline transportation and land use data about RGVMPO and its multimodal transportation system.

Anali Alanis, Interim City Manager, recognized Danny Ramirez, Pharr EMS Chief, and Pharr EMS personnel for their recent outstanding performance and service to a patient going into labor.

Danny Ramirez, Pharr EMS Chief, introduced Carolina Flores, Sam Contreras, Carlos Avendano, and Juan Salinas and presented them with a commendation certificate and a stork for their valiant public safety work. Mr. Ramirez further reported on an Extracorporeal Membrane Oxygenation (ECMO) patient that was transported to Dallas and showed a video.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR JANUARY 16, 2023 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR, TEXAS AND ANNEXING NEW TERRITORY INTO THE CITY OF PHARR CONSISTING OF APPROXIMATELY 17.425 ACRES OF LAND, MORE OR LESS, OUT OF LOTS 6 AND 7, OUT OF THE RE-SUBDIVISION OF CLOSNER SUBDIVISION, GENERALLY LOCATED ON THE NORTHEAST

CORNER OF SOUTH VETERANS BOULEVARD AND EAST MILITARY HIGHWAY, EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS. (2ND READING) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE 2022 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (FIRE)

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE STATE OF TEXAS LOCAL BORDER SECURITY PROGRAM FY 2023. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR-CRIMINAL JUSTICE DIVISION: PHARR BORDER BULLET RESISTANT SHIELDS. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION FOR HUMAN TRAFFICKING LIAISON PROJECT. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION FOR CRIME VICTIM'S LIAISON PROJECT. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

H) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS AND LIFT STATION NUMBERS 1, 29, AND 33 ELIMINATION PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)

I) CONSIDERATION AND ACTION, IF ANY, REJECTING ALL BIDS FOR THE SUPPLY CONTRACT ON PURCHASING ACTIVE WEAR FOR THE FIRE DEPARTMENT AND AUTHORIZING CITY MANAGER TO RE-ADVERTISE. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (PURCHASING)

DRAFT

J) CONSIDERATION AND ACTION, IF ANY, REJECTING ALL PROPOSALS FOR THE CITY-WIDE DEBT COLLECTION SERVICES. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (PURCHASING)

K) CONSIDERATION AND ACTION IF ANY ON AGREEMENT WITH THE PHARR ECONOMIC DEVELOPMENT CORPORATION FOUNDATION. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (FINANCE)

L) CONSIDERATION AND ACTION, IF ANY, ON THE ECONOMICALLY DISADVANTAGED COUNTY (EDC) PROGRAM APPLICATION FOR THE I ROAD BRIDGE REPLACEMENT AT THE SOUTH FLOODWATER CHANNEL (CSJ# 0921-02-491). THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)

M) CONSIDERATION AND ACTION, IF ANY, ON THE ECONOMICALLY DISADVANTAGED COUNTY (EDC) PROGRAM APPLICATION FOR I ROAD FROM DICKER ROAD TO MILITARY HIGHWAY (CSJ# 0921-02-499). THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)

N) CONSIDERATION AND ACTION, IF ANY, ON THE ECONOMICALLY DISADVANTAGED COUNTY (EDC) PROGRAM RE-APPLICATION FOR I ROAD FROM 0.4-MILES SOUTH OF RANCHO BLANCO ROAD (JAVELINA DRIVE) TO DICKER ROAD (CSJ# 0921-02-363). THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)

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

1. R.E. GARCIA & ASSOCIATES, REPRESENTING RAMIRO RIVAS, OWNER, REQUESTED 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 A 2.00 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 375, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1000 WEST HI-LINE ROAD. COZ#221271 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

2. RED ROBIN RESTAURANT REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 2, PARADISE COMMERCIAL PARK PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 409 SOUTH JACKSON ROAD. CUP#030747 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

3. LAS MARGARITAS RESTAURANT INC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOTS 7-10, BLOCK 28, PHARR ORIGINAL TOWNSITE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL

DRAFT

ADDRESS IS 106 NORTH CAGE BOULEVARD. CUP#210740 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

4. ANGEL VILLARREAL AND MARIA C. VILLARREAL, REPRESENTING VIGA RESTAURANTS, INC., D/B/A VILLA DEL MAR RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT A, PROVIDENCE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6400 SOUTH CAGE BOULEVARD, SUITES A & B. CUP#110757 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

Anali Alanis, Interim City Manager, introduced the item.

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

Ordinance No. O-2023-05 and Resolution Nos. R-2023-04, R-2023-05, R-2023-06, R-2023-07, and R-2023-08 are filed with the City Clerk's Office.

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

ITEM 10. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:20 p.m., Mayor Pro Tem Carrillo stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 4:51 p.m., Mayor Pro Tem Carrillo stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION AND ACTION, IF ANY, ORDINANCE CALLING THE CITY OF PHARR GENERAL MUNICIPAL ELECTION FOR MAY 6, 2023, FOR ELECTION OF MAYOR, CITY COMMISSIONERS PLACES 1, 5, AND 6 AND DESIGNATING ELECTION PRECINCTS AND POLLING PLACES. ***(CONSIDERACIÓN Y ACCIÓN, EN ORDENANZA PARA ORDENAR LA ELECCIÓN MUNICIPAL GENERAL DE LA CIUDAD DE PHARR EL 6 DE MAYO DE 2023 PARA***

***ELEGIR AL ALCALDE, COMISIONADOS LUGARES 1, 5, Y 6, Y LA DESIGNACIÓN DE DISTRITOS ELECTORALES Y CENTROS DE VOTACIÓN)*. (ADOPTION ON 1ST READING) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)**

Anali Alanis, Interim City Manager, introduced the item.

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

Ordinance No. O-2023-06 is filed with the City Clerk's office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2019-42 RENTAL OF CITY FACILITIES (1ST READING). THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

Anali Alanis, Interim City Manager, introduced the item.

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

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND CLOSE A 30 FT. BY 633.97 FT. STREET RIGHT-OF-WAY, CONSISTING OF 0.437 OF AN ACRE (19,019.10 SQUARE FEET) LOCATED ON THE EAST SIDE OF LOT 1, PHARR LOGISTICS CENTER PHASE I SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (1ST READING). THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

Anali Alanis, Interim City Manager, introduced the item.

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

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE CITY OF PHARR TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO CLOSE STATE ROADWAYS FOR PUBLIC EVENTS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

Anali Alanis, Interim City Manager, introduced the item.

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

Resolution No. R-2023-09 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING TWO (2) REGULAR MEMBERS TO THE TIERRA DEL SOL GOLF CLUB ADVISORY BOARD. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILIT (PARKS)

Anali Alanis, Interim City Manager, introduced the item and stated current members wished to continue serving on the board.

Comm. Guajardo **moved** to appoint Carlos Villegas and Ricard Medina to the Tierra Del Sol Golf Course Advisory Board. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-10 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

A) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON THE HIRING OF DEPARTMENT DIRECTORS. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (ADMINISTRATION)

Anali Alanis, Interim City Manager, introduced the item and stated no action was necessary.

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD REQUEST FOR PROPOSAL (RFP) FOR CAPITAL LEASE FINANCING FOR FISCAL YEAR 2022-2023 AND ENTER INTO CONTRACT WITH US BANCORP GOVERNMENT LEASING & FINANCE, INC. FROM DENVER, CO. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item.

Comm. Medina **moved** to approve. Comm. Guajardo seconded the motion.

Comm. Medina asked on the proposals received and asked why the lowest proposal was not selected. Karla Saavedra, Finance Director, briefly stated staff was not able to find more information on the company and recommended US Bancorp as this company had been used in the past.

The motion was put to a vote, and it carried unanimously.

ITEM 9. CONTRACTS/AGREEMENTS

DRAFT

A) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 IN THE AMOUNT OF $598,863.20 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH COBB FENDLEY & ASSOCIATES, INC. FOR THE CITY WIDE FIBER OPTIC PROJECT, TEAMPHARR.NET FOR ADDITIONAL SCOPE OF WORK (TABLED). THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (IT)

Anali Alanis, Interim City Manager, introduced the item and recommended item remain tabled.

B) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR AND THE CITY OF MCALLEN FOR A ROLL-OFF CONTAINER FOR COLLECTION OF RECYCLABLE PLASTICS FOR A $75.00 FEE PER SERVICE. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PUBLIC WORKS)

Anali Alanis, Interim City Manager, introduced the item.

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

C) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN THE PHARR POLICE DEPARTMENT AND THE OFFICE OF THE CRIMINAL DISTRICT ATTORNEY OF HIDALGO FOR FORFEITURE CASES FILED PURSUANT TO ARTICLE 59 OF THE TEXAS CODE OF CRIMINAL PROCEDURES. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

Anali Alanis, Interim City Manager, introduced the item and briefly stated an existing agreement was in place and this was to include the newly elected Criminal District Attorney.

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

D) CONSIDERATION AND ACTION, IF ANY, ON SERVICE AGREEMENT WITH LEXIPOL, LLC, FOR THE PURCHASE OF AN ANNUAL SUBSCRIPTION SERVICE FOR POLICIES/PROCEDURES AND A LEARNING PLATFORM FOR USE BY THE FIRE DEPARTMENT UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT CONTRACT NUMBER 011822-LXP IN THE AMOUNT OF $17,418.25. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (FIRE)

Anali Alanis, Interim City Manager, introduced the item.

Comm. Guajardo **moved** to approve. Comm. Caballero seconded the motion.

Comm. Medina asked about the policies and procedures. Pilar Rodriguez, Fire Chief, briefly explained the policies and procedures were mandated by rules and regulations adopted by the Texas Commission on Fire Protection and Lexipol would develop a new and up-to-date version of these policies and procedures.

The motion was put to a vote, and it carried unanimously.

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AGREEMENT WITH BUD GRIFFIN CUSTOMER SUPPORT FROM SAN ANTONIO, TX. FOR THE PREVENTATIVE MAINTENANCE SERVICES AT THE CITY OF PHARR EMERGENCY CENTER. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (PARKS)

Anali Alanis, Interim City Manager, introduced the item.

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

F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AGREEMENT WITH TEXAS MANUFACTURING ASSISTANCE CENTER (TMAC) FOR PHARR INTERNATIONAL BRIDGE STRATEGIC PLANNING SERVICES. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (BRIDGE)

Anali Alanis, Interim City Manager, introduced the item.

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

G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AGREEMENT WITH BENEVATE, INC. DBA NEIGHBORLY SOFTWARE FROM ATLANTA, GA FOR NEIGHBORLY SOFTWARE'S COMPREHENSIVE HOUSING, ECONOMIC AND COMMUNITY DEVELOPMENT FOCUS SOFTWARE FOR THE AMOUNT OF $17,000.00 THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (GMCD)

Anali Alanis, Interim City Manager, introduced the item.

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

H) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DOCTORS HOSPITAL AT RENAISSANCE, LTD. FOR WELLNESS LAB SCREENING SERVICES. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

DRAFT

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 12. ADJOURNMENT

At this time, Mayor Pro Tem Carrillo welcomed and introduced Celeste Huff, New District Director for Congresswoman Monica De La Cruz.

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:04 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 6th DAY OF FEBRUARY 2023 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: February 7, 2023
MEETING DATE: February 20, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 17.425 acres of land, more or less, out of Lots 6 and 7, out of the Re-subdivision of Closner Subdivision, generally located on the northeast corner of South Veterans Boulevard and East Military Highway, Extraterritorial Jurisdiction of the City of Pharr, Texas. *(3rd and Final Reading)* **This item supports EV - Economic Vitality.**

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

Issue: This item is the 3rd and Final Reading on ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 17.425 acres of land, more or less, generally located on the northeast corner of South Veterans Boulevard and East Military Highway being situated within the extraterritorial jurisdiction of the City of Pharr, Texas.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 2/7/2023
Kimberly Mendoza	Approved - 2/7/2023
Patricia Rigney	Approved - 2/7/2023
City Management Office	Final Approval - 2/17/2023

O-2023-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 17.425 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED ON THE NORTH EAST CORNER OF SOUTH VETERANS BOULEVARD AND EAST MILITARY HWY (281), LYING ADJACENT TO AND BEING SITUATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS, INCLUDING THE ABUTTING STREETS AND ROADWAYS AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNERS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY; AND ADOPTING A SERVICE PLAN

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code and the City Charter of the City of Pharr, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state;

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Pharr, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

SEE "EXHIBIT B"

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

Section 1: The Board of Commissioners of the City of Pharr has decided to extend the corporate limits of the City to include tracts of land adjacent to our present corporate limits; and

Section 2: The hereinafter described territory lies within the extraterritorial jurisdiction of the City of Pharr, Texas; and

Section 3: The territory hereinafter described contains approximately 17.425 acres; and

Section 4: The territorial limits of the City of Pharr, Texas contained approximately 15,277 acres (23.87 square miles) as of November 07, 2022; and

Section 5: The Director of Development Services held a public hearing on the proposed annexation, on Monday, January 16th, 2023 at 4:00 p.m. in the City Commissioners' Room, 118 S. Cage Boulevard, 2nd floor, Pharr, Texas and was also published in the Advance News Journal; and

Section 6: A service plan as required by State Law is hereby adopted and attached as Exhibit A.

Section 7: The Board of Commissioners of the City of Pharr, Texas, finds that all prerequisites for annexation imposed by State Law and the City Charter have been met.

Section 8: That the corporate boundary limits of the City of Pharr, Texas, is hereby extended so as to annex certain territory lying adjacent to and adjoining the present City limits of said City and such territory as hereby annexed to said City as described in Exhibit B.

Section 9: That this ordinance be published, one time in its entirety, in the Advance News, a newspaper in Pharr, Texas.

Section 10: That the service plan attached to this ordinance is hereby approved by the Board of Commissioners of the City of Pharr, Texas provided that such service plan may be amended or repealed in accordance with Section 43.056 of the Texas Local Government Code, when in the opinion of the Board of Commissioners, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

Section 11: That this ordinance shall not become effective until ten (10) days elapsed after the ordinance has been published in the local newspaper after which the territory herein noted and described in Section 1 hereof shall be a part of the City of Pharr and the citizens thereof shall be entitled to all rights and privileges of other citizens and shall be bound by the acts, ordinances, and resolution of the city.

Section 12: Upon annexation of the above described property, the acreage within the city limits of the City of Pharr, Texas will be increased by 17.425 acres for a total of approximately 15,294.425 acres.

The City Clerk is hereby directed to file with the County Clerk of Hidalgo, Texas, a certified copy of this ordinance.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 16th day of January, 2023.

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 _____, 2023.

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 _____, 2023.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

EXHIBIT A

SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the northeast corner of South Veterans Boulevard and East Military HWY (281). The property is approximately **17.425 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: Jorge A. Andrade, Manager for Blu-Man Investments, LLC.

TRACT 1: A 17.425-acres being out of Lots 6 and 7, Re-Subdivision of Closner Subdivision, Hidalgo County, Texas.

II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);
- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

1. POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the _Hidalgo County Sheriff's Office. However, upon annexation, the City of _Pharr__ Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. FIRE

Existing Services: Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

Services to be Provided: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

3. BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of _Pharr_.

4. PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of _Pharr_ Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

5. LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The ____Hidalgo___ County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current City of Pharr's Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

7. STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

8. STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

9. STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

10. TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

11. WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

12. SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

13. SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

14. ADDITIONAL SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

III. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

City of Pharr

Exhibit B 1 of 3

Pharr City Limit

Pharr ETJ

City of Pharr, Texas
Engineering Department
956.402.4221

Date: 12/14/2022

Scale:1 inch = 70 feet

0 30 60 120 180 240 Feet

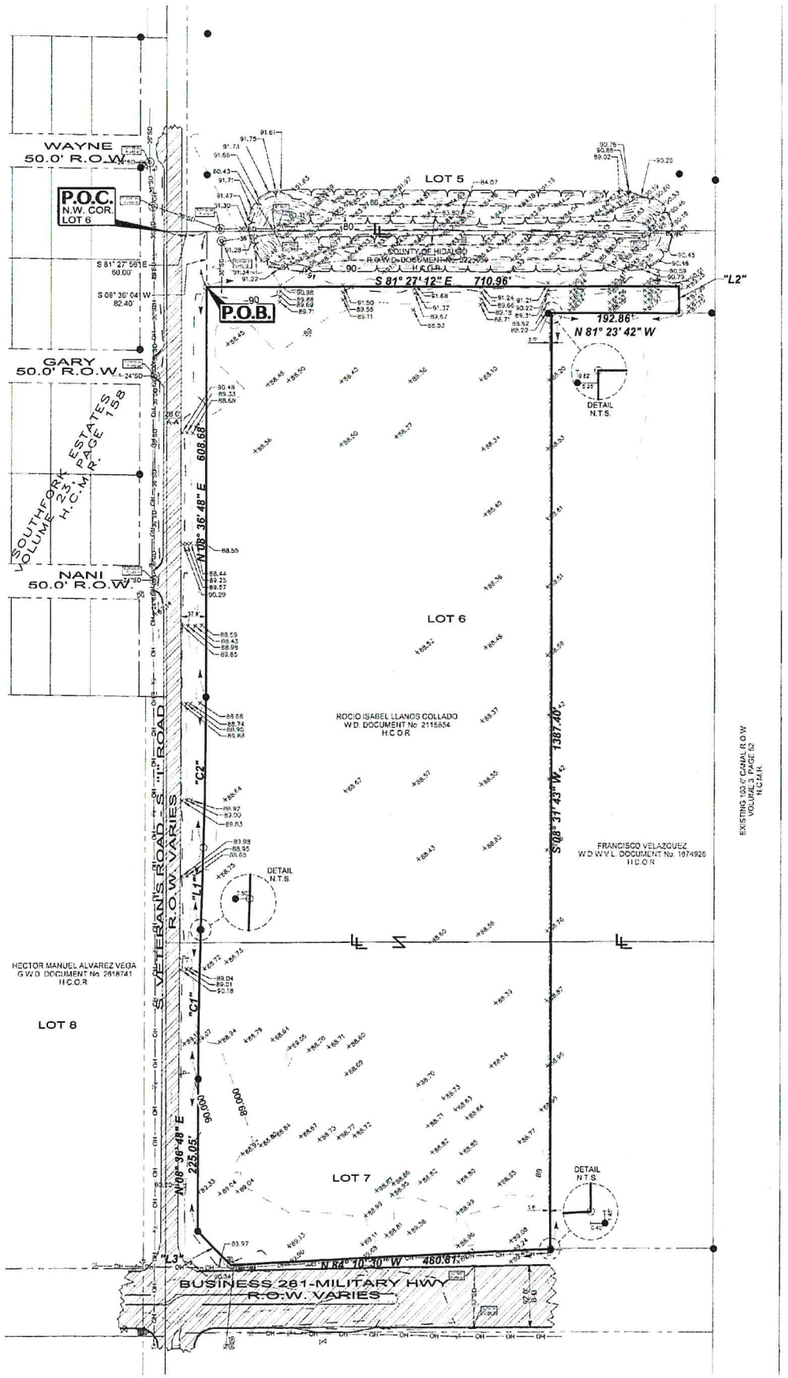
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

EXHIBIT B (2 of 3)

PROPERTY DESCRIPTIONS

1) **OWNER:** Jorge A. Andrade, Manager for Blu-Man Investments, LLC.

   TRACT 1: A 17.425-acres being out of Lots 6 and 7, Re-Subdivision of Closner Subdivision, Hidalgo County, Texas.



Line Table		
Line #	Direction	Length
"L1"	N 15° 46' 47" E	121.98'
"L2"	S 29° 22' 52" W	29.67'
"L3"	N 34° 27' 12" W	79.82'

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
"C1"	051° 39' 57"	2599.00'	2239.64'	1192.37'	2166.63'	N 09° 26' 46" E
"C2"	051° 39' 57"	2599.00'	2239.64'	1192.37'	2166.63'	N 09° 26' 46" E

PLAT SHOWING
17.425 ACRES
BEING
OUT OF LOTS 6 AND 7,
RE-SUBDIVISION OF CLOSNER SUBDIVISION
VOLUME 1, PAGE 56A H.C.M.R.
CITY OF PHARR
HIDALGO COUNTY, TEXAS

LEGEND

- FOUND No.4 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- POWER POLE
- SERVICE POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- UNDERGROUND CABLE MARKER
- AT&T UNDERGROUND CABLE MARKER
- SINGLE POST SIGN
- FIRE HYDRANT
- FLUSH VALVE
- WATER VALVE
- TELEPHONE MANHOLE
- STORM SEWER MANHOLE
- FENCE
- EDGE OF DITCH
- 24"SD — 24" STORM SEWER LINE
- 36"SD — 36" STORM SEWER LINE
- 32"SD — 32" STORM SEWER LINE
- 60"SD — 60" STORM SEWER LINE
- OH — OVERHEAD POWER LINE
- AT&T — SPOTTED AT&T LINE (APPROXIMATE LOCATION)
- ASPHALT AREA
- CONCRETE AREA

A-A -	EDGE OF ASPHALT TO EDGE OF ASPHALT
B-B -	BACK OF CURB TO BACK OF CURB
R.O.W. -	RIGHT OF WAY
H.C.M.R. -	HIDALGO COUNTY MAP RECORDS
H.C.O.R. -	HIDALGO COUNTY OFFICIAL RECORDS
N.W. COR. -	NORTHWEST CORNER
P.O.B. -	POINT OF BEGINNING
P.O.C. -	POINT OF COMMENCING
W.D. -	WARRANTY DEED
W.D.W.V.L. -	WARRANTY DEED WITH VENDOR'S LIEN
G.W.D. -	GENERAL WARRANTY DEED
N.T.S. -	NOT TO SCALE
-	LOT LINE
-	SAME OWNER

SCALE: 1"=100'

FLOOD ZONE
ZONE "C"
AREAS OF MINIMAL FLOODING

COMMUNITY-PANEL NUMBER: 480334 0005 B
MAP DATE: JANUARY 2, 1981

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE NORTH CUTBACK CORNER AND EAST RIGHT-OF-WAY LINE OF SOUTH VETERANS ROAD - SOUTH 7 ROAD AND THE No. 4 REBAR FOUND WHICH BEARS S 08° 36' 48" W A DISTANCE OF 608.68 FEET FROM THE NORTHWEST CORNER OF SUBJECT TRACT
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. 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
5. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 01/17/22 UNDER MY DIRECTION. THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN. THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 01/18/2022

STATE OF TEXAS
ROBERTO N. TAMEZ
6238
REGISTERED
LAND SURVEYOR

JOB No.	22020.02
DRAWING DATE: 01-18-2022	
DRAWN BY: B.M.	
File Name: 22020.02	
T-1144, PG. 5	

REVISION	DATE	BY

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MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPELS No.10009900

EXHIBIT B
3 OF 3

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: February 7, 2023
MEETING DATE: February 20, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a 30 ft. by 633.97 ft. Street Right-of-Way, consisting of 0.437 of an acre (19,019.10 square feet) located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas *(2nd Reading).* **This item supports EV - Economic Vitality.**

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

Issue: Mr. Adolfo Campero is requesting to abandon a 30 ft. by 633.97 ft. Street Right-of-Way located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas.

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 - 2/7/2023
Kimberly Mendoza	Approved - 2/7/2023
Patricia Rigney	Approved - 2/16/2023
City Management Office	Final Approval - 2/17/2023

ORDINANCE NO. O-2023-_____

AN ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND, CLOSE A 30 FT. BY 633.97 FT. STREET RIGHT-OF-WAY, CONSISTING OF 0.437 OF AN ACRE (19,019.10 SQUARE FEET) LOCATED ON THE EAST SIDE OF LOT 1, PHARR LOGISTICS CENTER PHASE I SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 311.007 of the Texas Transportation Code, authorizes home-rule cities to vacate, abandon, or close a street or alley; and

WHEREAS, Section 272.001(b)(2) of the Texas Local Government Code authorizes the conveyance of streets and alleys owned in fee or used by easement to abutting property owners; and

WHEREAS, the City of Pharr has received a request from the sole abutting property owner, Adolfo Campero (the "Requestor") requesting that the City close, vacate, abandon and convey a 30 ft. by 633.97 ft. Street Right-of-Way as more specifically described in Exhibit "A" and Exhibit "B" (the "Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, the City, after vetting the request and confirming with the respective City departments, has determined that the Property is no longer needed for a public Right-of-Way or any other public purpose and that it is in the public interest to close, vacate, abandon and convey the Property to the Requestor.

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

SECTION 1: That a Street Right-of-Way being 30 ft. by 633.97 ft., consisting of 0.437 of an acre (19,019.10 square feet), located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas; more fully described in Exhibit "A" and "Exhibit B" is hereby vacated, and closed as a public Right-of-Way, and abandoned as such.

SECTION 2: **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 3: SEVERABILITY CLAUSE.

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

SECTION 4: PUBLICATION.

The City Clerk shall provide for the publication of this Ordinance in the Official newspaper in accordance with the City Charter.

SECTION 5: EFFECTIVE DATE. This Ordinance shall go into effect when passed and approved by the Board of Commissioners following three (3) separate readings.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041 on the __ day of _____, 2023.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the __ day of ____, 2023.

CITY OF PHARR

_____

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the __ day of ____, 2023.

CITY OF PHARR

_____

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____ _____, 2023.

CITY OF PHARR

_____

AMBROSIO “AMOS” HERNANDEZ, MAYOR

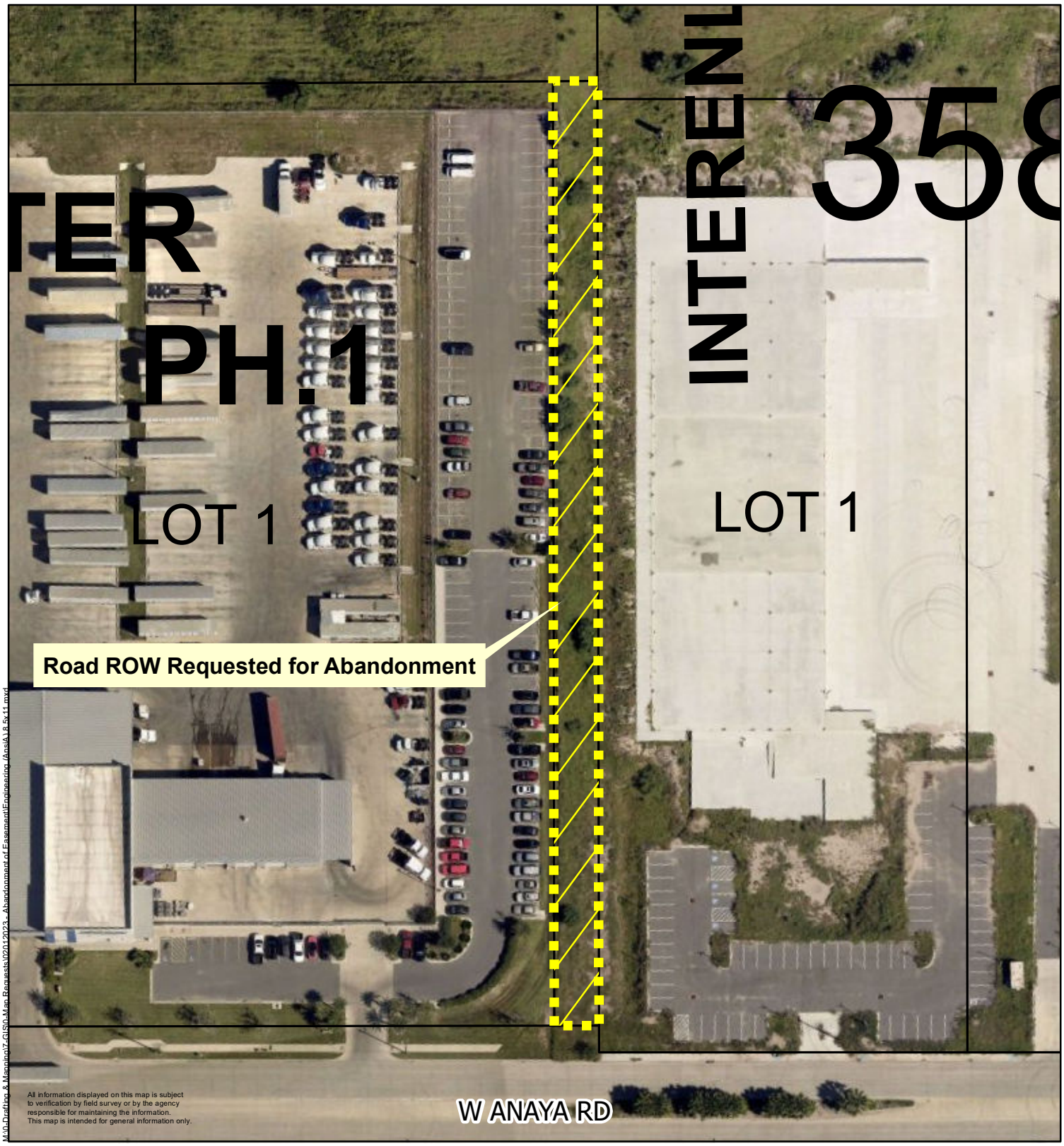
ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

City of Pharr

Exhibit A



Pharr City Limit

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 2/9/2023

Scale: 1 inch = 91 feet

0 45 90 180 270 360 Feet

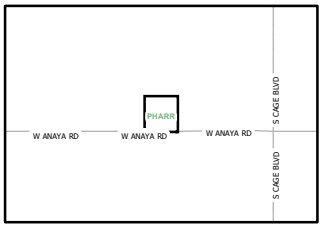


EXHIBIT B

METES AND BOUNDS

A 0.437 ACRE TRACT OF LAND BEING A PART OR PORTION OF PHARR LOGISTICS CENTER PHASE-I SUBDIVISION AS RECORDED IN INSTRUMENT NUMBER 2853302 OF THE MAP RECORDS OF HIDALGO COUNTY TEXAS, SAID 0.437 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE POINT OF COMMENCEMENT BEING AT A POINT ON THE NORTHEAST CORNER OF LOT 1, PHARR LOGISTICS CENTER PHASE-I SUBDIVISION AND ALSO BEING THE POINT OF BEGINNING AND NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 08° 25’ 00” WEST, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 633.97’ TO A POINT FOR THE SOUTHEAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, NORTH 81° 35’ 00” WEST, ALONG THE RIGHT OF WAY LINE OF W. ANAYA RD. A DISTANCE OF 30 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, NORTH 08° 25’ 00” EAST, A DISTANCE OF 633.81’ TO A POINT FOR THE NORTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, SOUTH 81° 53’ 52” WEST, ALONG THE NORTH PROPERTY LINE OF LOT 1, A DISTANCE OF 30 FEET TO THE SAID NORTHEAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED AND ALSO BEING THE POINT OF BEGINNING, CONTAINING A TOTAL OF 0.437 ACRES MORE OR LESS.

DISCLAIMER: THESE METES AND BOUNDS WERE PREPARED USING THE EXISTING PLAT FOR PHARR LOGISTICS CENTER PHASE I SUBDVISION. THE BEARINGS AND DISTANCES WERE NOT CONFIRMED ON-SITE BY A REGISTERED LAND SURVEYOR.

PLAT OF

PHARR LOGISTICS CENTER PHASE I

(A.K.A. CAMPERO SUBD. PHASE I)

A 16.7 ACRE GROSS, 14.58 ACRE NET, TRACT OF LAND BEING PART OR PORTION OF LOT 358, AND LOT 359 KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3 PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER (S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE PHARR LOGISTICS CENTER PHASE I SUBDIVISION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AN DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

(LOT 3 OWNERSHIP)
4-13-17
ADOLFO CAMPERO, MANAGER — DATE
CAMPERO HOLDINGS COMPANY, LLC
315 CALLE DEL NORTE, SUITE 207
LAREDO, TEXAS 78041

(LOT 1 OWNERSHIP)
4-13-17
ADALBERTO CAMPERO, MANAGER — DATE
CAMPERO LEGACY PROPERTIES, LLC
315 CALLE DEL NORTE, SUITE 207
LAREDO, TEXAS 78041

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ADOLFO CAMPERO KNOWN TO ME TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13th DAY OF April 2017

SANDRA LIZA MARTINEZ
Notary Public, State of Texas
ID# 350205-0
My Commission Expires
11-15-2019

NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ADALBERTO CAMPERO KNOWN TO ME TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13th DAY OF April 2017

SANDRA LIZA MARTINEZ
Notary Public, State of Texas
ID# 350205-0
My Commission Expires
11-15-2019

NOTARY PUBLIC

APPROVAL BY THE CITY OF PHARR PLANNING COMMISSION:
I, THE UNDERSIGNED CHAIRPERSON 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.

DATED THIS 30 DAY OF August 20 17

CHAIRPERSON, CITY OF PHARR PLANNING & ZONING COMMISSION
DANNY WYLIE

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

8/30/2017
AMBROSIO HERNANDEZ — DATE
MAYOR, CITY OF PHARR

ATTEST: 8/30/17
CITY CLERK — DATE

CITY OF PHARR — PHARR, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RENE BARRERA, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

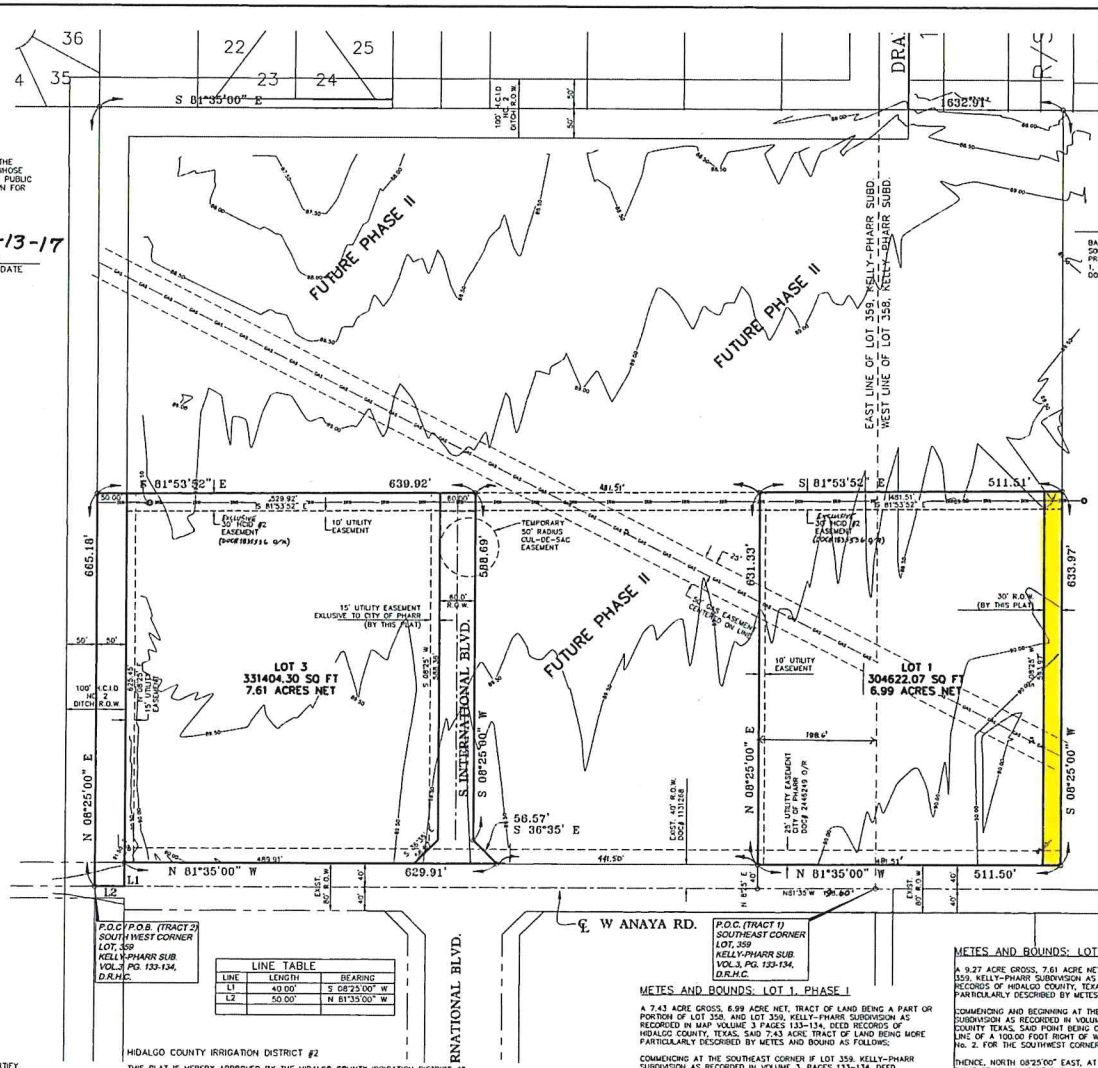
4/7/17
RENE BARRERA, PE # 86862

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

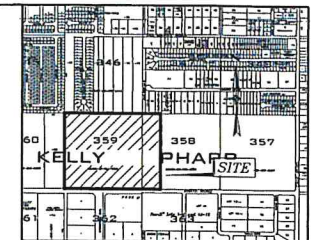
LEO LOZANO RODRIGUEZ JR., R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #2448
P.O. BOX 1830 EDINBURG, TEXAS 78540
FIRM NO. 101702-00

STATE OF TEXAS — REGISTERED — LEO L. RODRIGUEZ, JR. — 2448 — PROFESSIONAL — LAND SURVEYOR — 6/15/17



SCALE: 1"=100'

BASIS OF BEARING: SOUTH PROPERTY LINE OF PHARR PRODUCE DISTRICT SUBDIVISION, PHASE 1, AS PER MAP OF PLAT RECORDED IN DOC. # 2339350 M. R. H. C.



LOCATION MAP
SCALE 1" = 1000'

PHARR LOGISTICS CENTER PHASE I IS LOCATED IN THE CITY OF PHARR, HIDALGO COUNTY, ON THE NORTH SIDE OF THE INTERSECTION OF ANAYA ROAD AND INTERNATIONAL BLVD.

PREPARED BY: BARRERA INFRASTRUCTURE GROUP, INC.
DATE PREPARED: 10/18/2016
DATE SURVEYED: 6/3/2016

GENERAL NOTES :

1. FLOOD INSURANCE RATING ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
   INSURANCE RATE MAP COMMUNITY PANEL NUMBER: 480334 0500 B
   REVISED: JANUARY 2, 1981
2. BENCHMARK: CITY OF PHARR B.M. #8 ELEV.=90.10 (N: 16565593.260, E: 1079275.158) LOCATED SOUTHWEST CORNER OF THIS SUBDIVISION AND THE INTERSECTION OF W. ANAYA ROAD AND DRAIN DITCH
3. SETBACKS AS PER CITY OF PHARR ORDINANCE
4. MINIMUM FINISHED FLOOR ELEVATION: 18 INCHES ABOVE TOP OF CURB AT CENTER OF LOT.
5. NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINE.
6. NO CONSTRUCTION OF ANY STRUCTURES IS ALLOWED UNLESS FIRE PROTECTION IS IN PLACE.
7. A 5' SIDEWALK, WHEELCHAIR RAMPS, AND LANDING PER ADA REQUIREMENT, ARE TO BE CONSTRUCTED WITHIN THE NORTH SIDE OF ANAYA ROAD RIGHT OF WAY AND ALONG BOTH SIDES OF AL INTERNAL STREETS AT THE SAME TIME OF BUILDING PERMIT STAGE.
8. EROSION / SEDIMENTATION CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT TPDES GUIDELINES
9. STORM RUNOFF, STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT A MINIMUM OF 43,583 CF OF STORMWATER SHALL BE DETAINED ON LOT 1 AND 16,850 CF OF STORMWATER SHALL BE DETAINED ON LOT 3. AN APPROVED STORMWATER DETENTION PLAN SHALL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT.
10. OWNERS ARE TO MAINTAIN DETENTION AREAS.
11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
12. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN PERMIT REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
13. FENCE IS REQUIRED IF DETENTION POND IS DEEPER THAN 3 FEET.
14. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS AND MAINTENANCE & REPAIRS OF COMMON AREAS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED OR THE PROPERTY OWNERS ASSOCIATION.
15. OWNERS MUST COMPLY WITH THE TERMS, CONDITIONS, AND ANY ASSESSMENTS OBLIGATIONS SET FORTH IN RECORDED RESTRICTIVE COVENANTS, IF ANY.
16. TWO (2) CURB CUTS ON LOT 1, FOR ACCESS FROM ANAYA RD., LOTS 2 AND 3 SHALL BE LIMITED TO ONE (1) EACH.
17. OWNER MUST MAINTAIN PERIMETER OF PROPERTY AND R.O.W.
18. ALL UNDERGROUND FIRE PROTECTION SYSTEM (FIRE LINE AND FDC LINE) SHALL BE INSTALLED BY A LICENSED FIRE SPRINKLER COMPANY.
19. DEVELOPER SHALL CONSTRUCT FENCE FOR LOTS ABUTTING/FRONTING DRAIN DITCH REGARDLESS OF WHO OWNS IT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	S 08°25'00" W
L2	50.00'	N 81°35'00" W

HIDALGO COUNTY IRRIGATION DISTRICT #2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #2 ON THIS, THE 17th DAY OF May 20 17

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

HIDALGO COUNTY IRRIGATION DISTRICT #2 — SAN JUAN, TEXAS

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 DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT. NO. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER — DATE 09/22/17

METES AND BOUNDS: LOT 1, PHASE I

A 7.43 ACRE GROSS, 6.99 ACRE NET, TRACT OF LAND BEING A PART OR PORTION OF LOT 358, AND LOT 359, KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3 PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 7.43 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER IF LOT 359, KELLY-PHARR SUBDIVISION AS RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY TEXAS, SAID POINT BEING ON THE CENTER LINE OF ANAYA RD.; THENCE, ALONG THE CENTERLINE OF SAID ANAYA RD., NORTH 81°35' WEST, A DISTANCE OF 198.60 FEET TO A NAIL SET FOR A CORNER HEREOF; THENCE, NORTH 08°25' EAST, AT 40.00 FEET TO A HALF INCH IRON ROD SET AT THE NORTH LINE OF SAID ANAYA RD. FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE NORTH 08°25'00" EAST, CONTINUING A TOTAL DISTANCE OF 631.33 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°53'52" EAST, AT 198.60 FEET PASS THE EAST LINE OF SAID LOT 359, AND THE WEST LINE OF SAID LOT 358, KELLY-PHARR SUBDIVISION, CONTINUING A TOTAL DISTANCE OF 511.51 TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°25'00" WEST, A DISTANCE OF 633.97' FEET PARALLEL WITH THE EAST LINE OF SAID LOT 359 AND THE WEST LINE OF SAID LOT 358, TO A HALF (1/2) INCH IRON ROD SET ON THE EXISTING NORTH RIGHT OF WAY OF SAID ANAYA ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°35'00" WEST, A DISTANCE OF 511.50 FEET WITH THE NORTH RIGHT OF WAY LINE OF SAID ANAYA ROAD TO THE POINT OF BEGINNING, CONTAINING 7.43 ACRES GROSS, TRACT OF LAND, MORE OR LESS.

METES AND BOUNDS: LOT 3, PHASE I

A 9.27 ACRE GROSS, 7.61 ACRE NET, TRACT OF LAND BEING A PART OR PORTION OF LOT 359, KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3 PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 9.27 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

COMMENCING AND BEGINNING AT THE SOUTHWEST CORNER OF LOT 359, KELLY-PHARR SUBDIVISION AS RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY TEXAS, SAID POINT BEING ON THE CENTER LINE OF ANAYA RD. AND THE CENTER LINE OF A 100.00 FOOT RIGHT OF WAY EASEMENT OF HIDALGO COUNTY IRRIGATION DISTRICT No. 2. FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 08°25'00" EAST, AT 40.00 FEET PASS A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF SAID ANAYA ROAD, CONTINUING A TOTAL DISTANCE OF 665.18 FEET WITH THE WEST LINE OF SAID LOT 359, AND THE CENTER LINE OF SAID 100.00 FOOT RIGHT OF WAY EASEMENT OF SAID HIDALGO COUNTY IRRIGATION DISTRICT No. 2, TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81°53'52" EAST, AT 639.92 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 08°25'00" WEST. AT 588.69 FEET TO A POINT FOR AN INNER CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 36°35' EAST. AT 56.67 FEET TO THE EXISTING NORTH RIGHT OF WAY OF SAID ANAYA ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°35'00" WEST, A DISTANCE OF 629.91 FEET WITH THE NORTH RIGHT OF WAY LINE OF SAID ANAYA ROAD TO A HALF (1/2) INCH IRON ROD FOUND ON THE EAST RIGHT OF WAY EASEMENT OF SAID HIDALGO COUNTY IRRIGATION DISTRICT No. 2. FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°25'00" WEST, A DISTANCE OF 40.00 FEET WITH THE EAST RIGHT OF WAY EASEMENT OF SAID HIDALGO COUNTY IRRIGATION DISTRICT No. 2, TO A POINT ON THE SOUTH LINE OF SAID LOT 359, AND THE CENTER LINE OF SAID ANAYA ROAD FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°35'00" WEST. A DISTANCE OF 50.00 FEET WITH THE SOUTH LINE OF SAID LOT 359, AND THE CENTER LINE OF SAID ANAYA ROAD TO THE POINT OF BEGINNING, CONTAINING 9.27 ACRES GROSS, TRACT OF LAND, MORE OR LESS.

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

ON: 9-28-17 AT 4:44 AM (PM)
INSTRUMENT NUMBER 2953309
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: DEPUTY

BARRERA INFRASTRUCTURE GROUP INC.
ENGINEERING
CONSULTING CIVIL ENGINEERS
FIRM # 6435
6316 N. 10th ST., BLDG. "A"
SUITE 102
McAllen, Texas 78504
956-687-3355
956-992-8801 (FAX)

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ADOLFO CAMPERO & ADALBERTO CAMPERO	315 CALLE DEL NORTE, STE. 207	LAREDO, TX 78041	956-796-0330	956-796-0399
ENGINEER:	RENE BARRERA	6316 N. 10TH ST., BLDG. A	McALLEN, TX 78504	956-687-3355	956-992-8801
SURVEYOR:	LEO LOZANO RODRIGUEZ	P.O. BOX 1830	EDINBURG, TX 78540		

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.
DATE SUBMITTED: February 7, 2023
MEETING DATE: February 20, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-42 Rental of City Facilities *(2nd Reading)*. **This item supports QL - Quality of Life.**

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

Issue: The ordinance is being amended to include the Pharr One Building Facility.

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 - 2/7/2023
Karla Saavedra	Approved - 2/17/2023
Patricia Rigney	Approved - 2/17/2023
City Management Office	Final Approval - 2/17/2023

ORDINANCE NO. O-2023-____

AN ORDINANCE AMENDING ORDINANCE NO. O-2019-42; ESTABLISHING PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND ESTABLISHING AN EFFECTIVE DATE

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

SECTION 3: SECTION 30-41 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

"Sec. 30-41. Rental fee schedule"

The following rental fees shall be charged for the use of city-owned public facilities, by rental fee classes as defined in this article.

a. Payment of rental. The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. Rental and damage deposit. $200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

c. Security personnel. All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.

d. Advanced reservations. Class I reservations will be accepted for up to one year to the month in advance of the reserved date. Class II and II reservations will not be accepted more than one year to the month in advance of reserved date.

(1) TIERRA DEL SOL GOLF COURSE:

Rental Period	Time	Deposit	Rental Rate
Sunday-Friday	1:00 p.m.-12 MID	$200.00	$500.00
Saturday	1:00 p.m.-1:00 a.m.	$200.00	$500.00

a. Payment of rental. The full amount of the rental fee must be paid at least 30 days

prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Rental and damage deposit.** $200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

c. **Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions.

d. **Advanced reservations.** Reservations will not be accepted more than one year to the month in advance of reserved date.

e. **Class II** reservations will be at no cost; lessee will not be allowed to bring outside food. All food and drinks will have to be coordinated with Golf Course Manager one month prior to event.

(2) VICTOR GARCIA MUNICIPAL PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
MUNICIPAL PARK **205 W. Polk** Monday-Sunday	1 p.m.-10 p.m.	$25.00	$100.00

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

c. **Restricted usage.** No Class I or Class II activities will be allowed. No activity which involves dancing and/or the live playing of electronically amplified music will be permitted. The playing of prerecorded is allowed provided the volume is not such as to disturb nearby residents.

(3) PHARR SPORTS COMPLEX:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Friday	6 p.m.-10 p.m.	$50.00	$375.00
Saturday	8 a.m.-10 p.m.	$50.00	$375.00
Sunday	8 a.m.-10 p.m.	$50.00	$375.00

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(4) WITTEN PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	$50.00	$250.00
Sunday	8 a.m. to 10 p.m.	$50.00	$250.00

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

b. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(5) JONES BOX PARK

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	$50.00	$250.00
Sunday	8 a.m. to 10 p.m.	$50.00	$250.00

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

c. **Restricted usage.** Parks will be used for practice and tournaments only. **No smoking or alcoholic beverages will be allowed on premises.**

(6) DEVELOPMENT AND RESEARCH CENTER (DRC)

DRC EXHIBIT HALL

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	$100.	$80.00 Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	$100.	$80.00 Per Hour

DRC MEETING ROOM

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	$100.	$50.00 Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	$100.	$50.00 Per Hour

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned. The minimum rental shall be no less than three hours.

b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

c. **Restricted usage.** During hours of operation at the Research Center section of the building. No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. **No alcoholic beverages will be allowed on premises.**

d. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(7) JOSE "PEPE" SALINAS RECREATION ~~CIVIC~~ CENTER (LARGE HALL):

Rental Period	Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II
Sunday-Thursday	Morning	8:00 a.m. – 1:00 p.m.	$300.00	$500.00	$400.00
	Day	8:00 a.m. – 7:00 p.m.	$300.00	$1,100.00	$1,000.00
	Evening	1:00 p.m. – 12 MID.	$300.00	$1,100.00	$1,000.00
Friday	Morning	8:00 a.m. – 1:00 p.m.	$300.00	$600.00	$500.00
	Day	8:00 a.m. – 7:00 p.m.	$300.00	$1,300.00	$1,100.00
	Evening	1:00 p.m. – 12 MID.	$300.00	$1,300.00	$1,100.00
Saturday	Morning	8:00 a.m. – 1:00 p.m.	$300.00	$1,000.00	$600.00
	Day	8:00 a.m. – 7:00 p.m.	$300.00	$2,000.00	$1,200.00
	Evening	1:00 p.m. – 1:00 a.m.	$300.00	$2,000.00	$1,500.00

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Rental and damage deposit.** $300.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

c. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(8) JOSE "PEPE" SALINAS RECREATION ~~CIVIC~~ CENTER (SMALL HALL):

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Sunday-Friday	6 p.m.-12 MID.	$100.00	$80.00 Per Hour	$50.00 Per Hour
Saturday	8 a.m.-1:00 a.m.	$100.00	$100.00 per Hour	$60.00 Per Hour

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

d. **Restricted usage.** No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. Prerecorded music will be allowed provided there are no activities being conducted at the Large Hall and provided the volume is not sure as to disturb nearby residents. **No alcoholic beverages will be allowed on premises.**

(9) JOSE "PEPE" SALINAS RECREATION ~~CIVIC~~ CENTER (CONFERENCE ROOM A)

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Monday-Sunday	1 p.m.-12 MID.	$50.00	$60.00 Per Hour	$40.00 Per Hour

Available for rental to small groups (Capacity - 63). A non-refundable deposit of $50.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(10) JOSE "PEPE" SALINAS RECREATION ~~CIVIC~~ CENTER (CONFERENCE ROOM B)

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Monday-Sunday	1 p.m.-12 MID.	$50.00	$40.00 Per Hour	$30.00 Per Hour

Available for rental to small groups (Capacity - 48). A non-refundable deposit of $50.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(11) PHARR ONE BUILDING

AREAS	Rental Period/Time	STANDARD	NONPROFIT
Lecture Hall	Mon-Sat 8 AM – 5 PM	$700	$500
Conference Room	Mon-Sat 8 AM – 5 PM	$500	$300

Lecture Hall is available for rental to accommodate a capacity of 134. Conference Room is available for rental to accommodate a small group of (18). Reservations will not be accepted more than 90 days prior to event date. Rules and guidelines are applicable upon signed agreement. A non-refundable fee of $100 is required for both areas and must be paid at time of reservation.

a. **Payment of Rental**. All reservations require a $100 deposit fee and is nonrefundable if the event is cancelled. The full amount of the rental fee must be paid at least 30 days prior to the date the event.

b. **Restricted Usage.** Pharr ONE does not accommodate with any food/drinks for any event. No outside catering allowed at the facility. Catering services will be referred to the Park Deli and is not included in any rental fees. **No alcoholic beverages are allowed on the premises.**

SECTION 4: EFFECTIVE DATE; PUBLICATION

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

SECTION 5: PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____day of February, 2023.

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 _____, 2023.

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 _____, 2023.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.
DATE SUBMITTED: February 8, 2023
MEETING DATE: February 20, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on request from ARISE Adelante for police and fire departments' assistance during their International Women's Day March and Celebration on Wednesday, March 8, 2023. **This item supports QL - Quality of Life.**

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

Issue: ARISE is requesting assistance from the Pharr Police Department and the Pharr Fire Department for their 16th Annual International Women's Day March and Celebration on Wednesday, March 8, 2023 at 8:30 a.m.. Community members will join in a march from St. Francis X. Cabrini Church to ARISE Las Milpas, which will be followed by a celebration.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: The alternative is to not approve the request.

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

ROUTING:

Hilda Pedraza	Created/Initiated - 2/8/2023
Pilar Rodriguez	Approved - 2/9/2023
Juan Gonzalez	Approved - 2/9/2023
Patricia Rigney	Approved - 2/9/2023
City Management Office	Final Approval - 2/17/2023

CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM
P.O. Box 1729 * 118 S. Cage Blvd. * Pharr, Texas 78577
Fax 956-702-5313

Date of Event: Marzo 8, 2023

Type of Event: ____ Parade ✓ Walk-A-Thon ____ Other _____

NAME OF CONTACT PERSON: Lucia Salazar

ORGANIZATION (IF APPLICABLE): ARISE Adelante

ADDRESS: 125 E Denny Dr CITY: Pharr ZIP CODE: 78577

PHONE NO.: (956) 783-9293 CELLULAR PHONE: (956) 543-6985

FAX NO.: _____ E-MAIL: ariselasmilpas@gmail.com

PURPOSE AND DESCRIPTION OF EVENT:

The purpose of our event is to hold a march and a special program to appreciate and endorse the work from all the woman from our community on International Woman's Day.

START TIME: 8:00 am END TIME: 10:00 am

ROUTE TO BE TRAVELED OR UTILIZED **(Attach Site & Traffic Plan)**

Starting Location: St. Francis X. Cabrini, 8001 S. Cage Blvd., Pharr, Tx, 78577

Ending Location: ARISE Las Milpas, 125 E Denny Dr., Pharr, Tx, 78577

Will event occupy all or only a portion of the width of the street? Only a Portion of the Street

Is the event insured? ✓ Yes ____ No
If yes, Insurance Company Information Christian Brothers Services Contact #: 800-867-0300

Applicant Signature: Lucia Salazar

RECEIVED
FEB -3 2022
ADMINISTRATION
MARITZA

FOR CITY USE ONLY:

Date Received: _____

City Commission: _____ APPROVED _____ DENIED _____

_____ City Manager's signature

_____ Date

January 31, 2023

Dear Chief of Police, Mr. Juan F. Gonzalez,

Greetings from ARISE Adelante. The staff of ARISE Las Milpas is currently busy planning and preparing for "International Women's Day" on March 8, 2023. This event will be a special time to celebrate the advancement in women's rights and gender equality. It will also serve as a day to acknowledge all the hard work and progress done by the women in our organization and community. On this day, a woman that has demonstrated leadership in the community is recognized with the Gerrie Naughton Award.

For the last sixteen years ARISE Adelante has held a march to celebrate this very important date. This year we expect approximately 300 people to participate in the march. **The march will begin at the Sta. Francisca X. Cabrini Church and end at the ARISE Las Milpas Center located on 125. E. Denny Drive. The march will begin at 8:30AM with an arrival time at 8:00AM and will end before 10:00AM.** ARISE Adelante and the community would appreciate and be very grateful for your kind acceptance to coordinate the guidance and protection of all community members who will be participating in the march.

"ARISE, a neighbor helping a neighbor, in the neighborhood..." This important phrase is used by the women of ARISE Adelante to describe their work. ARISE Adelante is a community-centered program in numerous colonias including Las Milpas (Pharr), Colonia Muñiz (North Edinburg), South Tower (South Alamo) and Hargill (Hargill). ARISE Adelante was established in 1987 by Sister Gerrie Naughton and women of the community. When ARISE began, it recognized that the families in Las Milpas had very limited access to help or community resources. ARISE Adelante grew little by little, teaching English, starting a summer program for children and then branching out to other activities. ARISE Las Milpas serves the community of Las Milpas in the city of Pharr. ARISE Adelante believes in working with the individual, the family, and the community to build capacity and train those willing to address the needs of their own colonia. Celebration is an important value at our organization and honoring and celebrating the many women in our community who work, raise their families and carry our values is essential, which emphasizes the importance of this event.

We thank you in advance for your support and cooperation with ARISE Adelante and look forward to hearing from you soon. Please contact us or stop by our center in the Colonia LAS MILPAS with any questions you may have. We are located at 125 E. DENNY DR. PHARR TX, 78577, and our phone number is (956) 783-9293.

Sincerely,

Lucia D Salazar,
ARISE Las Milpas
(956) 783-9293 / ariselasmilpas@gmail.com
(956) 543-6985 / lsalazar@ariseadelante.org

RECEIVED
FEB -3 2022
ADMINISTRATION
MARITZA

January 31, 2023

Lucia D Salazar
ariselasmilpas@gmail.com
(956) 783-9293

Addressed to the Chief Fire Department
Pilar Rodriguez, PE
Fire Prevention Clerk
118 South Cage Blvd. – 3rd Floor
Pharr, TX 78577
(956) 402-4400

INTERNATIONAL WOMEN'S DAY MARCH & CELEBRATION 2023

A Celebration of the Empowerment and Leadership of Women

Arise Las Milpas invites you to participate in the **Sixteenth Annual International Women's Day March** and Celebration. Community members will join in a march from the St. Francis X Cabrini Church to ARISE Las Milpas, which will be followed by a celebration.

It is a day when women are recognized for their achievements without discriminating between nationalities, ethnic, cultural, economic or political differences. It is a time to acknowledge the gifts and talents women bring to our communities. We feel honored to arise to the occasion and celebrate the beauty and the power of women.

WHO: All Community is invited
WHAT: International Women's Day March & Celebration
WHEN: March 8, 2023
8:00 am Arrival Time
8:30 am **March Starts at:** St. Francis X Cabrini 8001 South Cage Blvd.
March Ends at: ARISE Las Milpas 125 E. Denny Dr.
10:00 am Cultural Program Begins at: ARISE Las Milpas
On this day a woman that has demonstrated leadership in the community is recognized with the **Gerrie Naughton Award**
WHERE: St. Francis X Cabrini 8001 South Cage Blvd.
Cultural Program: ARISE Las Milpas 125 E. Denny Dr.

ARISE is an organization of women engaged in leadership development and community-building in three neighborhoods in South Texas. Built by the women who reside in the neighborhoods, this grassroots network of community centers combines direct responses to each group's request for personal skill development with larger community and movement building efforts that transcend neighborhood boundaries. Learn more at: www.arisesotex.org

ARISE Las Milpas Coordinador
Lucia D Salazar

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FEB -3 2022
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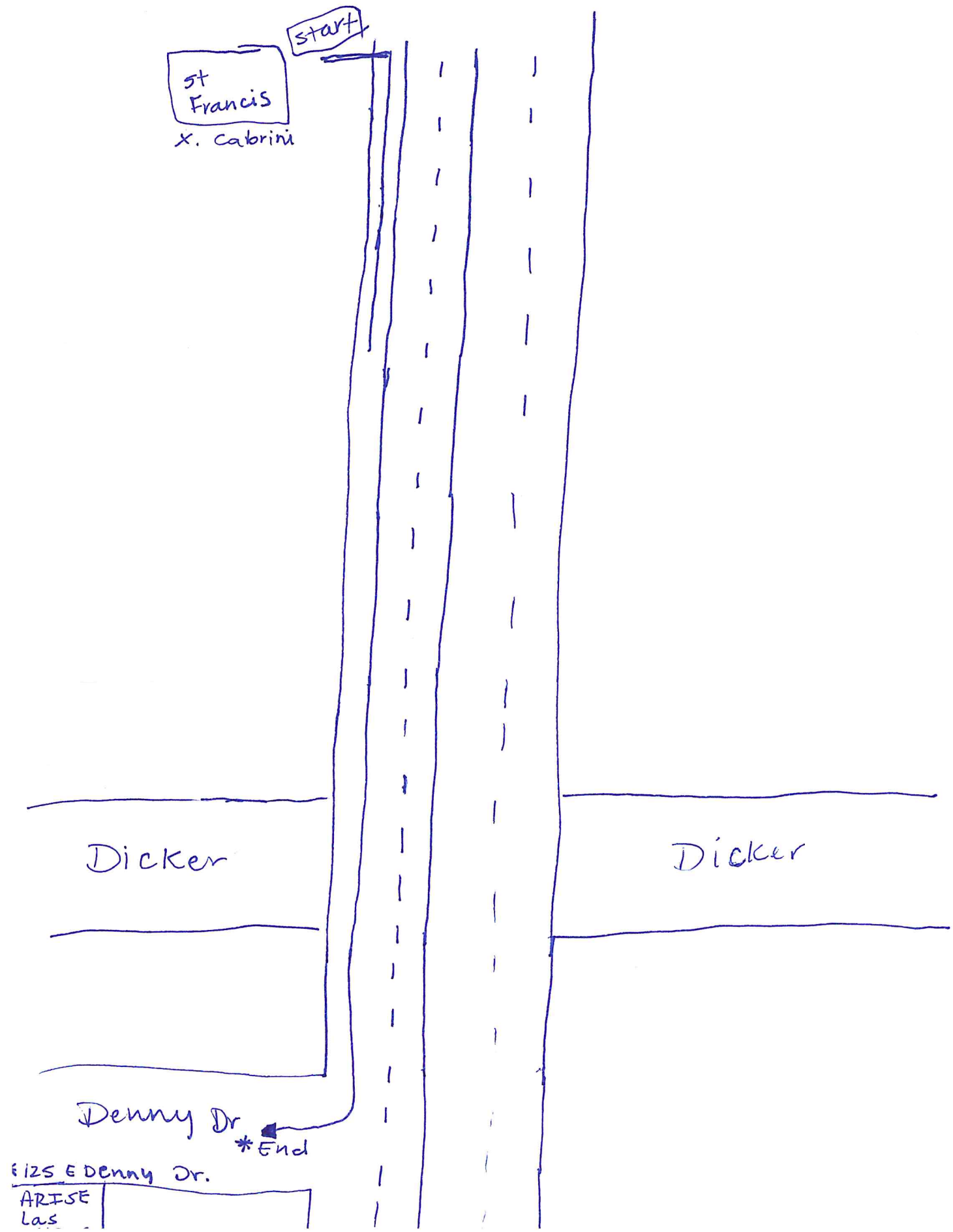
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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.
DATE SUBMITTED: February 16, 2023
MEETING DATE: February 20, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the South Regional Detention Facility. **This item supports IF - Infrastructure.**

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

Issue: The South Regional Detention Facility (RDF) is a flood mitigation project that is being funded through the Flood Infrastructure Fund (FIF) with the Texas Water Development Board (TWDB). The design engineer, Javier Hinojosa Engineering, has completed the design and the City will be submitting the plans to the TWDB for their review and approval. Currently, the TWDB is reviewing the environmental documents, and then they will review the Engineering Feasiblity Report (EFR), before accepting the plans for review. Approval from the TWDB to advertise for bids is expected in Spring 2023.

This agenda item is to receive permission from the Pharr City Commission to advertise and receive bids for the RDF once the City has received the green light from the TWDB.

Fiscal Consideration: The only expense at this time is the cost of advertising the Project in the Advance News Journal and The Monitor for at least three consecutive weeks.

Staff Recommendation: Staff recommends approval to advertise for bids for the South Regional Detention Facility.

Alternatives: No alternatives. The Project is a design-bid-build project that is at 100% for design, but permission from the City Commission is required before it can be advertised and bids be received.

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

ROUTING:

Maria Rangel	Created/Initiated - 2/16/2023
Maritza Magallan	Approved - 2/16/2023
Karla Saavedra	Approved - 2/17/2023

City Management Office Final Approval - 2/17/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.
DATE SUBMITTED:
MEETING DATE: February 20, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.1.
DATE SUBMITTED: February 15, 2023
MEETING DATE: February 20, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.05 acres, more or less, out of Replat of vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-1. CUP#160942 **This item supports EV - Economic Vitality.**

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

Issue: Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 2/15/2023
Patricia Rigney	Approved - 2/16/2023
Kimberly Mendoza	Approved - 2/16/2023
City Management Office	Final Approval - 2/17/2023

Executive Summary Letter

February 20, 2023

Conditional Use Permit **Renewal** for ABC – Chipotle Mexican Grill

Background:

Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Chipotle Mexican Grill #2888.

The property is located at is 500 North Jackson Road, Suite N-1. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, FEBRUARY 20, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –
FILE NO. **CUP#160942** (CHIPOTLE MEXICAN GRILL #2888)

GENERAL INFORMATION:

APPLICANT: Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.05 acres, more or less, out of Replat of vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 500 North Jackson Road, Suite N-1.

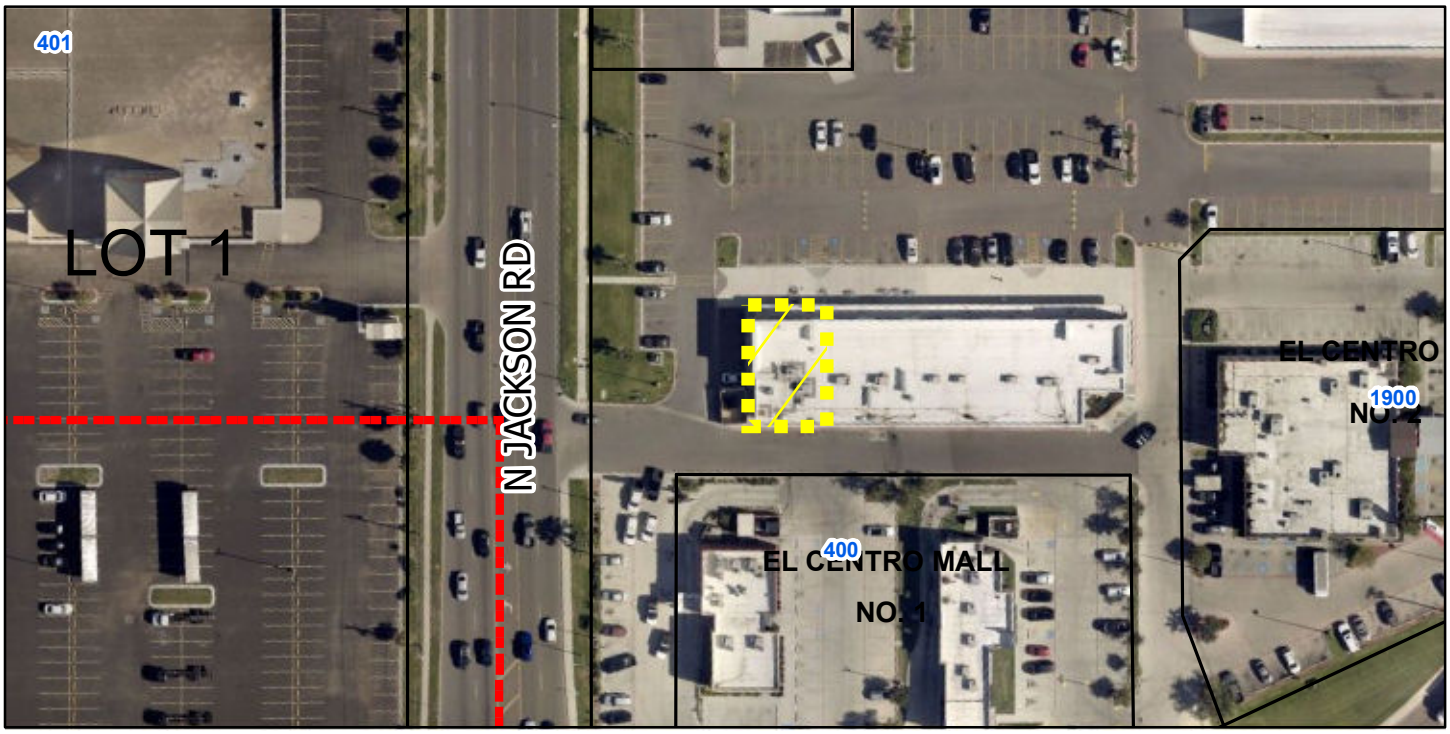
ZONING: The property is currently zoned General Business District (C). The zoning to the north, south and east is General Business District (C) and Heavy Industrial District (H-I) and city limits lie to the west. The area is generally designated for commercial use in the Land Use Plan.

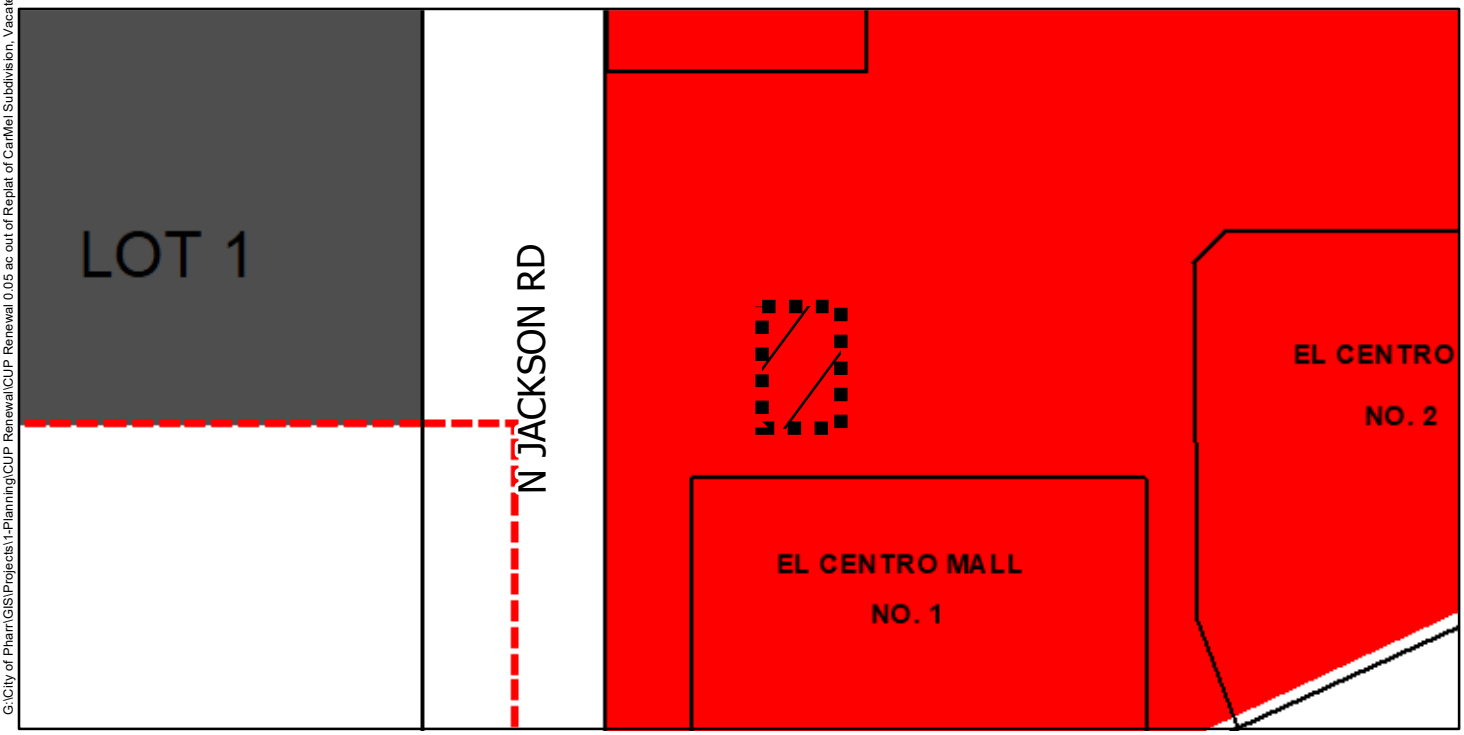
COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
HEALTH:	Recommends approval of the Conditional Use Permit.
DEVELOPMENT SERVICES:	Recommends approval of the Conditional Use Permit.

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

Conditional Use Permit Renewal
0.05 ac out of Replat of vacated CarMel Subdivision
Mr. Bonham





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

Scale: 1 inch = 112 feet

0 55 110 220 330 440 Feet

N W E S

Date: 2/7/2023

City of Pharr, Texas
Engineering Department
956.702.5355

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.2.
DATE SUBMITTED: February 15, 2023
MEETING DATE: February 20, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Stefano's Pizza Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-3. CUP#190536 **This item supports EV - Economic Vitality.**

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

Issue: Stefano's Pizza Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 2/15/2023
Patricia Rigney	Approved - 2/16/2023
Kimberly Mendoza	Approved - 2/16/2023
City Management Office	Final Approval - 2/17/2023

Executive Summary Letter

February 20, 2023

Conditional Use Permit **Renewal** for ABC – Stefano's Pizza Express

Background:

Stefano's Pizza Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 3rd renewal for Stefano's Pizza Express.

The property is located at 500 North Jackson Road, Suite N-3. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, FEBRUARY 20, 2023

TO: MAYOR AND CITY COMMISSION

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR **ABC**
FILE NO. **CUP#190536** (STEFANO'S PIZZA EXPRESS)

GENERAL INFORMATION:

APPLICANT: Stefano's Pizza Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 500 North Jackson Road, Suite N-3.

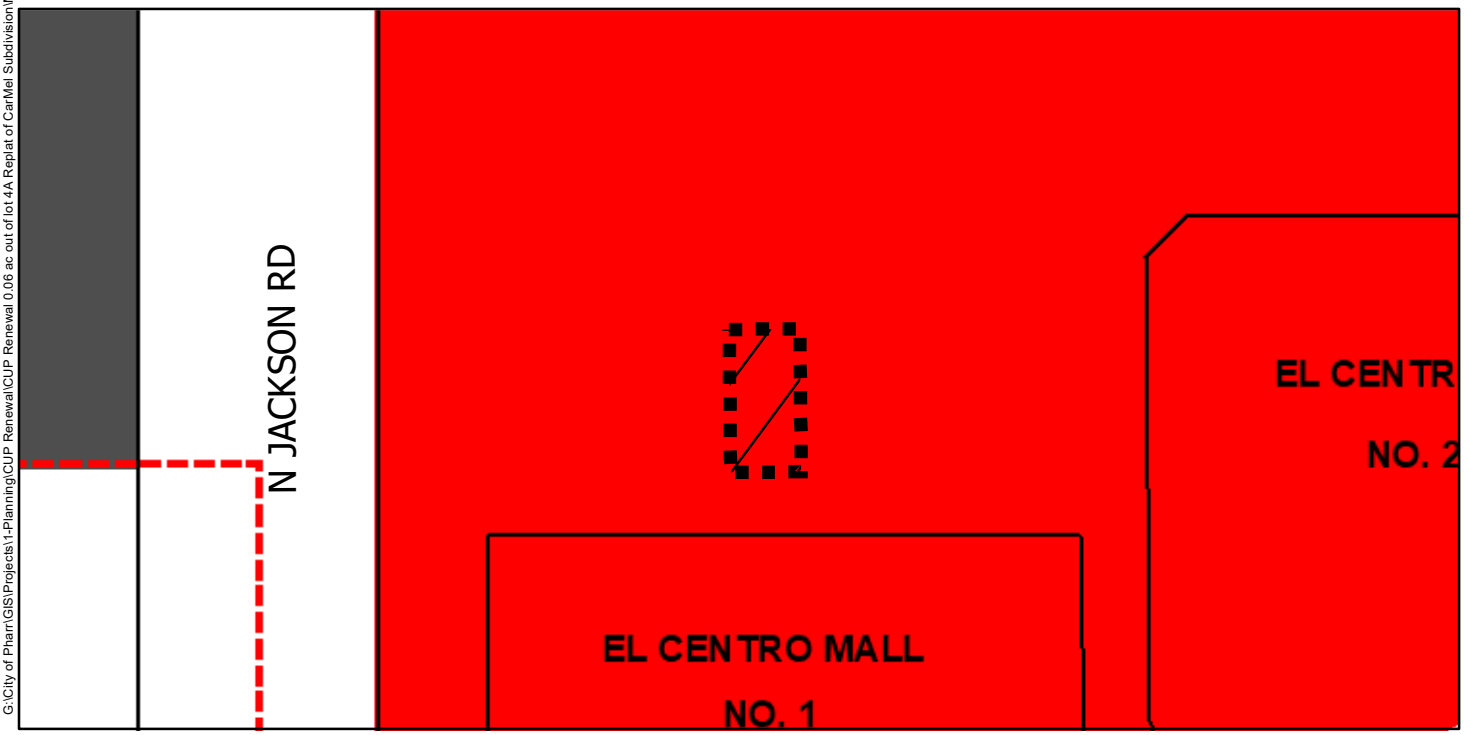
ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south and east and Heavy Industrial District (H-I) to the west. This area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit
CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
HEALTH:	Recommends approval of the Conditional Use Permit.
DEVELOPMENT SERVICES:	Recommends approval of the Conditional Use Permit.

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

Conditional Use Permit Renewal
0.06 ac out of Lot 4A, Replat of CarMel Subdivision
Ala Dewaikat



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal 0.06 ac out of lot 4A Replat of CarMel Subdivision\MXD\CUP Renewal 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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 86 feet

0 40 80 160 240 320 Feet

N W E S

Date: 2/7/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: February 17, 2023
MEETING DATE: February 20, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Chavez

Agenda Item: Consideration and action, if any, on Resolution authorizing the donation of city-owned emergency medical services equipment for instructional purposes to the Ben Bolt-Palito Blanco Independent School District Emergency Medical Technician Program. **This item supports QL - Quality of Life.**

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

Issue: As a home-rule city, the City of Pharr has authority to dispose of personal property and may donate to another governmental entity or a non-profit organization. The Ben Bolt-Palito Blanco Independent School District Emergency Medical Technician Program, located at 172 Badger Lane, Alice, Texas, is in need of Emergency Medical Services Equipment for practical exercises and instructional purposes. The equipment has reached the edn of its useful life.

The City EMS Department wishes to donate emergency medical services equipment as outlined in Appendix "A" of the attached Resolution.

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 - 2/17/2023
Daniel Ramirez	Approved - 2/17/2023
Patricia Rigney	Approved - 2/17/2023
City Management Office	Final Approval - 2/17/2023

RESOLUTION NO. R-2023-__

RESOLUTION PERMITTING THE DONATION OF CITY OWNED EMERGENCY MEDICAL SERVICES EQUIMENT FOR INSTRUCTIONAL PURPOSES

WHEREAS, the City of Pharr owns a variety of EMS equipment listed in appendix "A" (collectively, the "Equipment"); and

WHEREAS, the Equipment has reached the end of its useful life; and

WHEREAS, as a Home-Ruled City, the City has authority to dispose of personal property; and

WHEREAS, this personal property may consist of commodities, supplies, materials and equipment that the governing body determines have reached the end of their useful lives; and

WHEREAS, the City may donate to another governmental entity or a non-profit organization created for educational purposes, to be used for any purpose which will provide a substantial benefit to the inhabitants of the city; and

WHEREAS, the Ben Bolt-Palito Blanco Independent School District Emergency Medical Technician Program located at 172 Badger Lane, Alice, Texas is in need of Emergency Medical Services Equipment for practical exercises and instructional purposes; and

WHEREAS, the Ben Bolt-Palito Blanco Independent School District Emergency Medical Technician Program has agreed to use the Equipment only for instructional purposes; and

WHEREAS, the Ben Bolt-Palito Blanco Independent School District Emergency Medical Technician Program trains prospective Emergency Medical Technicians, and properly trained Emergency Medical Technicians a substantial benefit to the inhabitants of the County of Jim Wells, Texas.

NOW, THEREFORE, BE IT RESOLVED, based upon the foregoing recitals and findings which are incorporated by reference, that:

The City Pharr, Texas hereby donates the Emergency Medical Services Equipment to the Independent School District Emergency Medical Technician Program.

PASSED AND ADOPTED THIS 20th day of February, 2023.

CITY OF PHARR:

_____
Ambrosio Hernandez MD, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

Appendix "A"
Emergency Medical Services Equipment List

Equipment List

Description	Count
Gauze Sponges 4x4	10
Curaplex Cervical Collar	5
Sprague Stethoscope	4
Trauma Shears	5
Bite Sticks	1
Kerlix Rolls "3" inch	20
Laerdal V-Vac	2
ADC Diagnostix™ BP Cuff	5
Curaplex Comfort Cannulas	2
Obstetric (OB) Kits	1
Multi-Trauma Dressing	2
Vaseline Gauze Pads	2
Abdominal Pads	2
Transparent Tape	2
Alcohol Preps	100 (One Box) x 2
Medical Bag	2
Safety Goggles	15
Yankauer Suction Tubing	2
Yankauer Suction Tip	2
Adult Non-rebreather	4
Small Volume Nebulizer	4
Nasopharyngeal Airways	4
Oral Airways	3
PDI Lubricating Jelly	1
Paddock Activated Charcoal	1
Albuterol Sulfate Solution	2
Proventil® HFA Inhaler	2
Insta-Glucose 24	2
Brass O2 Regulator	2
Cylinder Wrench - Small	2
CAT Tourniquet (Trainier)	5
Fernotrac Traction Splint	2
Folding Backboard (KED)	2

Backboard	2
Portable Suction	2
Head Immobilizer	5
Disposable Straps (3 Pack)	3
Gloves (Boxes S,M,L,XL)	3
Oxygen Cylinder	1
Bag Valve Mask (5 Adult) (5 Infant)	6
Long and Short Bone Splints	3
Triangle Bandages (Box)	3
Pillow	1
Epinephrine Auto Injector Trainers	2
Sharps Container	1
EMS Unit	1
EMS Stretcher	1
EMS Stair Chair	1

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: February 15, 2023
MEETING DATE: February 20, 2023

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, authorizing Pharr Police Department to purchase four (4) License Plate Reader (LPR) trailers to include Vigilant software and training for police staff under Operation Stonegarden Grant Program #3173107. **This item supports SSC - Safe and Secure Community**.

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

Issue: Operation Stonegarden is a Homeland Security Grant that provides funding to local governments for personnel operations and equipment purchases.The Pharr Police Department uses OPSG Funding to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States. The Pharr Police Department submitted and were awarded an order to purchase four (4) License Plate Reader (LPR) trailers. The Pharr Police Department were awarded $180,014.98 for the purchase of these items. These items will be used to create an analytical approach to crime prevention and public safety.
(Project# 2223-32-512-P010-001)

Fiscal Consideration: The purchase will initially be made with Seized assets and then reimbursed by the Grant

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this request and return the grant funding

Exclude Material from Public Packet? Yes
Reason: Confidential Information

ROUTING:

Joel Robles	Created/Initiated - 2/15/2023
Juan Gonzalez	Approved - 2/15/2023
Mayra Gomez	Approved - 2/17/2023
Karla Saavedra	Approved - 2/17/2023
Patricia Rigney	Approved - 2/17/2023
City Management Office	Final Approval - 2/17/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: February 16, 2023
MEETING DATE: February 20, 2023

FROM: Ruben Rosales, Public Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, authorizing Pharr Public Utilities to purchase two (2) new submersible pumps from Lewis Electric Motors in the amount of $53,581.50. **This item supports IF - Infrastructure**.

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

Issue: To replace 26 year old equipment.
(Project# 2223-60-584-P011-003)

Fiscal Consideration: $53,581.50

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

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

ROUTING:

Ruben Rosales	Created/Initiated - 2/16/2023
Ruben Rosales	Approved - 2/16/2023
Hilda Pedraza	Approved - 2/17/2023
Karla Saavedra	Approved - 2/17/2023
Patricia Rigney	Approved - 2/17/2023
City Management Office	Final Approval - 2/17/2023

Pharr Purchasing

PURCHASE REQUEST FORM
(REQUISITION)

PO # 186372

DEPARTMENT: Public Utilities DIVISION: Waste Water DATE: 02-06-2023

SUGGESTED VENDORS:

VENDOR#1 NAME	CONTACT NAME/COMPANY ADDRESS	PHONE	PRICE QUOTE
Lewis Electric Motors	Enrique/PO Box 1591 3300Spur 54 Harlingen,Tx.78552	956-423-4273	$ 53,581.50
VENDOR#2 NAME	**CONTACT NAME/COMPANY ADDRESS**	**PHONE**	**PRICE QUOTE**
Precision Pump Systems	Priscilla/3908East Richardson Edniburg,Tx.78542	956-378-9270	$ 54,000.00
VENDOR#3 NAME	**CONTACT NAME/COMPANY ADDRESS**	**PHONE**	**PRICE QUOTE**
Texas Machine Shop	Jaime/6709 Seminary Rd. Edinburg,Tx. 78541	956-563-5440	$ 66,976.90

RECOMMENDED VENDOR: Lewis Electric

JUSTIFICATION FOR PURCHASE: **REQUIRED:** Replace 26 yrs old pumps not working to help keep scumbox clean.

[redacted]

TO BE FILLED OUT BY DEPARTMENTS: ACCOUNT NUMBER(S)	CURRENT BALANCE	BUDGET FUNDS AVAILIABLE TOTAL EXPENSE	AFTER BALANCE	BUDGETED YES / NO
[redacted]	$ 183,452.73	($ 53,581.50)	$ 129,871.23	
			$ 0.00	
			$ 0.00	
			$ 0.00	
		GRAND TOTAL		

DIVISION HEAD: Raymundo Quintanilla DATE: 02-06-2023

NOTE: ALL REQUESTS UNLESS APPROVED BY DIRECTOR AS AN EMERGENCY, MUST BE REQUESTED AND SUBMITTED THREE (3) DAYS IN ADVANCE AND MUST HAVE A MONETARY AMOUNT UNLESS IT IS AN UNPREDICTABLE EXPENSE.

DIRECTOR: _____

DATE: _____

PURCHASING: _____

DATE: _____

DEPUTY CITY MANAGER: _____
(To be routed by Purchasing >$25,000)

DATE: _____

CITY MANAGER: _____

DATE: _____

Lewis Electric Motors, Inc

PO BOX 1591,78551
3300 W Spur 54
Harlingen, TX 78552
Phone: (956) 423-4273
Fax: (956) 425-3625
Sales@lewiselectricmotos.com
BuyBoard #672-22

City Of Pharr
P. O. Box 1725
PHARR, TX 78577

Quotation

Deliver to P.O. Box B
PHARR, TX 78577

Quotation No. 18452
Date Jan 19, 2023
valid until Feb 2, 2023

Qty	Description	each	Total
2	Vaughan Model S3L-080 Submersible Chopper Pump consisting of: Casing, cast ductile iron with 3" ANSI CL 125 discharge flange. Impeller, Cutter Bar, Cutter Nut Upper Cutter, cast steel, heat treated to minimum Rockwell C60. Mechanical Seal, cartridge type with ductile iron gland, Viton O-rings, silicon carbide faces, and integral stainless-steel sleeve as manufactured by Vaughan.: Elastomers, Buna N. Bearings, oil bath lubricated with minimum 100,000-hour L-10 bearing life. Bearing Housing, cast ductile iron with piloted motor mount. Automatic Oil Level Monitor, PVC plastic reservoir with 120V switch and relay and 25 ft. of hose. Shaft, heat-treated steel Drive, 7.5 HP, 1750 RPM, 460V, 3 phase, 60 Hz, 1.15 SF, Explosion Proof (Class 1, Group C & D) 15 minute in air continuous duty submersible motor with tandem mechanical seals, moisture sensors, internal thermostats, and 25 feet of power and control cable. Premium Pump Finish: Solvent wash and single coat Tnemec Perma-Shield PL Series 431 epoxy coat. (Except Motor) Pump adapter bracket consisting of: 3" Guide Bracket, cast ductile iron.	26,790.75	53,581.50
1	Please Allow Freight		
	Buy Board# 672-22		
		Total	**53,581.50**

PLEASE ALLOW FOR ACTUAL FREIGHT CHARGES

PRECISION PUMP SYSTEMS

3908 East Richardson
Edinburg TX 78542
Phone: 956-378-9270

BuyBoard Contract # 672-22

Attn: CITY OF PHARR
Project: SUBMERSIBLE CHOPPER PUMP VAUGHN
Contact: RAYMUNDO

Date: 2/3/2023
Note No. PD23210

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in **Precision Pump Systems (PPS)** to supply the best equipment and service available in the industry today.

Equipment Scope & Services Included – (2) VAUGHN CHOPPER PUMP MODEL S3L-080 7.5HP

Net Price: $ 54,000.00

Freight Included

NOTES/EXCEPTIONS:
Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

The equipment is quoted with freight allowed to the jobsite. Current estimated delivery of items is running approximately ____weeks after receipt of approved submittal drawings. **Please note lead time is estimated at time of quote and may differ at** time of order. Submittals can be furnished approximately ____weeks after receiving acceptable purchase order. **Quote is valid for 60 days from original date.**

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,
Priscilla Dominguez
Outside Sales

PRECISION PUMP SYSTEMS
M: 956.578.1053
pdominguez@precisionpumpsystems.com

APPROVED BY: _____

DATE: _____

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPS will furnish Insurance Certificate upon request. The above quotation is subject to PPS's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPS & other parties unless specifically noted otherwise by PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.

Texas Machine Shop
GENERAL MACHINE WORKS AND WELDING

Address: 6709 Seminary Rd.
Edinburg, TX 78541
Phone (956)563-5440 Jaime Quintanilla
Email: texasmachineshop@yahoo.com

Estimate

ESTIMATE#1979
DATE:1/26/2023

TO: CITY OF PHARR
ATTN: Vaughan Chopper pump

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2	Vaughan Model S3L-080 Submersible Chopper Pump. Consisting of: Casing, cast Iron with 3" ANSI CL125 Discharge flange . Impeller, Cutter Bar Cutter Nut Cast Steel, Heat treated to minimum Rockwell C60. Mechanical Seal, Cartridge Type with ductile iron gland, Viton O-ring, Silicon carbide faces, and integral SS Sleeve as to manufacture; Vaughan. Elastomers, Buna N Bearings, Oil Bath lubricated with minimum 100,000- hours L-10 Bearing Life Bearing house, Cast Ductile Iron with motor pilot. Automatic Oil Level Monitor, PVC Plastic reservoir With 120v switch and relay with 25' of hose. Shaft Heat treated steel Drive 7.5Hp 1750RPM, 460v 3PH 60Hz 1.15 SF Explosion Proof (class 1 Group C&D) 15 Minute in air continuous duty submersible motor with tandem mechanical seals, moister sensors, internal thermostats, and 25' of power and control cables. Premium Pump Finish: Solvent wash and single coat Tnemec Perma-Shield PL Series 431 Epoxy Coat.(Except Motor) Pump Adapter bracket Consisting of: 3" Guide Bracket, Cast Ductile Iron	$33,488.45	$66,976.90
1	Freight Please allow for freight		
		SUBTOTAL	

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.
DATE SUBMITTED: February 16, 2023
MEETING DATE: February 20, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Change Order No. 1 in the amount of $598,863.20 to the Professional Engineering Services Agreement with Cobb Fendley & Associates, Inc. for the City Wide Fiber Optic Project, TeamPharr.Net for additional scope of work **(TABLED)**. **This item supports IF - Infrastructure**.

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

Issue: Cobb, Fendley & Associates, Inc. ("CobbFendley") is requesting a formal change order to the existing contract for the OSP Insight integration and additional design footage as outlined in the attached change order request form. (Project# 1920-01-528-S013-001C)

Fiscal Consideration: $598,863.20

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Hilda Pedraza	Created/Initiated - 2/16/2023
Jose Pena	Approved - 2/16/2023
Karla Saavedra	Denied - 2/17/2023
Patricia Rigney	
City Management Office	

To: Mr. Ed Wylie
Deputy City Manager
City of Pharr
118 S Cage Blvd.
Pharr, Texas 78577

From: CobbFendley – Vineeta Ram

Date: November 29, 2022

Re: Change Order

Dear Mr. Wylie,

Cobb, Fendley & Associates, Inc. ("CobbFendley") is requesting a formal change order to the existing contract (Contract ID# 1920-01-528-5013-001C) for the OSP Insight integration and additional design footage as outlined in the attached change order request form and below:

Task 1- OSPinsight integration.

We initially estimated the project to be completed using ArcGIS for our High-Level Design/Analysis Tools and AutoCAD to develop plans. Within the plans, we were going to detail the cable details, including exhibits for splicing diagrams and furnish a spreadsheet for cable range details for splicing. We had estimated 500hrs for this task. With our recommendation, the City of Pharr pursued utilizing the OSPI asset management tool early in the design phase, eliminating work for the City to ultimately populate the asset management system once the project is completed, as cables/splicing details and attributed CobbFendley created features in OSPInsight. In addition, OSPI allows for network tracing, capacity analysis and many other applications which created additional work for us but were ultimately the right decision for the network.

Task 2 Additional Design footage:

In the original scope we had developed our design fee based on the assumed quantity of Fiber design. We estimated Fiber design linear footage based on the linear footage of the Waterline within the City. We now have approx. 280K additional LF of design (including private communities) compared to the original estimate.

Sincerely,

Cobb, Fendley & Associates, Inc.

Vineeta Ram, P.E.
Executive Vice President

©2022 Cobb, Fendley & Associates, Inc.

CHANGE ORDER

Contractor: Cobb, Fendley & Associates, Inc.

Change Order No.: 1

Project: City of Pharr Fiber Optic Network

Date: 11/29/2022

Notice to Proceed Date:

Change Order Amount: $598,863.20

You are directed to make the following changes in the Contract Documents:

Add Phase VII to include the following tasks:
8.0 OSPinsight integration
9.0 Additional Design Footage

Reason for Change Order:

Task 1- OSPinsight integration.
We initially estimated the project to be completed using ArcGIS for our High-Level Design/Analysis Tools and AutoCAD to develop plans. Within the plans, we were going to detail the cable details, including exhibits for splicing diagrams and furnish a spreadsheet for cable range details for splicing. We had estimated 500hrs for this task. With our recommendation, the City of Pharr pursued utilizing the OSPI asset management tool early in the design phase, eliminating work for the City to ultimately populate the asset management system once the project is completed, as cables/splicing details and attributed CobbFendley created features in OSPInsight. In addition, OSPI allows for network tracing, capacity analysis and many other applications which created additional work for us but were ultimately the right decision for the network. This was the scope we had not initially planned for as we went by past experiences such as City of Mount Belvieu. Right now, we have spent 2532 hrs on this task. We request a change order to partially cover this difference (only 50% hrs).

Task 2 Additional Design footage.
In the original scope we had developed our design fee based on the assumed quantity of Fiber design. We estimated Fiber design linear footage based on the linear footage of the Waterline within the City. We now have approx. 280K additional LF of design (including private communities) compared to the original estimate, thus requesting a change order.

	Contract Price		Contract Time(Calendar Days)	
Original Contract:	$	2,313,892.63	Original Completion Date:	29-Apr-22
Previous Change Order: (+/-)	$	-	Additional Days:	252
This Change Order: (+/-)	$	598,863.20	Revised Completion Date:	6-Jan-23
Revised Contract Amount:	$	2,912,755.83		

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Cobb, Fendley & Associates, Inc.		11/29/2022
Contractor	Authorized Signature	Date

Recommended:

Project Engineer/Architect	Authorized Signature	Date
Ruben Alfaro PE		
City Engineer	Authorized Signature	Date

Approved:

Ed Wylie		
Interim City Manager	Authorized Signature	Date

Additional Design LF Calculation Worksheet

Construction - Place NEW 2-1.25" HDPE	FT	51,233	**Phase 2**
Construction - Place NEW 1-1.25" HDPE	FT	318,965	**Phase 3**
Construction - Place NEW 2-1.25" HDPE	FT	122,588	
Construction - Place NEW 3-1.25" HDPE	FT	87	
Construction - Place NEW 1-2" HDPE	FT	6,633	
Construction - Place NEW 2-2" HDPE	FT	55,568	
Construction - Place NEW 1-1.25" HDPE	FT	280,842	**Phase 4**
Construction - Place NEW 2-1.25" HDPE	FT	80,375	
Construction - Place NEW 3-1.25" HDPE	FT	7,228	
Construction - Place NEW 1-2" HDPE	FT	40,889	
Construction - Place NEW 2-2" HDPE	FT	157,601	
Construction - Place NEW 1-4" HDPE	FT	1,421	
Construction - Place NEW 1-1.25" HDPE	FT	255,526	**Phase 5**
Construction - Place NEW 2-1.25" HDPE	FT	58,613	
Construction - Place NEW 3-1.25" HDPE	FT	608	
Construction - Place NEW 1-2" HDPE	FT	2,149	
Construction - Place NEW 2-2" HDPE	FT	100,431	
Construction - Place NEW 3-2" HDPE	FT	260	
		1,541,017	**Design Total**
		1,442,000	**Contract total**
		99,017	**Delta Phase 1 through 5**
		136,520	**Private communities**
		44,463	**Estimated footage for connecting commercial MDU parcels to core network**
		280,000	**Total Additional Design footage**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.B.
DATE SUBMITTED: February 13, 2023
MEETING DATE: February 20, 2023

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Change Order No. 1 with Asago Construction, LLC, in the amount of $1,677.44 for the PSJA Tri-City Sidewalk Safety Improvements Project Phase I (CSJ# 0921-02-391). **This item supports IF - Infrastructure.**

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

Issue: The change order is for the removal and relocation of 19 L.F. of existing wooden fence adjacent to the lift station located on S Palm Dr. and W Gore Ave. The construction plans call for a 3 foot sidewalk from back of curb to the chain-link fence for the lift station on S Palm Dr, however, there is only 1.5 feet from back-of-curb to the fence. To be ADA compliant, the proposed 5-foot sidewalk was constructed behind the lift station and inside Pharr Housing Authority's property. PHA agreed to the sidewalk being placed inside their property under the condition that the contractor accepted the relocation of the wooden fence 8 feet to the east.

Fiscal Consideration:

Original Contract Amount	$2,325,300.55
Change Order No. 1	$1,677.44
Revised Contract Amount	$2,326,977.99

Staff Recommendation: Staff recommends approval of Change Order No. 1 to Asago Construction, LLC, in the amount of $1,677.44 for a revised contract amount of $2,326,977.99.

Alternatives: N/A

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

ROUTING:

Moises Beas	Created/Initiated - 2/13/2023
Maria Rangel	Approved - 2/17/2023
Maritza Magallan	Approved - 2/17/2023
Patricia Rigney	Approved - 2/17/2023
Karla Saavedra	Approved - 2/17/2023
City Management Office	Final Approval - 2/17/2023

Pharr Engineering

CHANGE ORDER

Contractor: Asago Construction

Change Order No.: 1

Project: PSJA Tri-City Pedestrian Safety Improvements Project Phase I

Date: 1/24/2023

CSJ#: 0921-02-391 / STP 2021 (057)

Notice to Proceed Date: 19-Dec-22

Change Order Amount: $ 1,677.44

You are directed to make the following changes in the Contract Documents:

1. Change Proposal #1 - $1,677.44. Removal and relocation of 19 L.F. of wooden fence adjacent to the lift station on the intersection of S. Palm Dr. and W Gore Ave.

Reason for Change Order:

1. Change Proposal #1 - The construction plans call out for a 3 foot sidewalk from back of curb to the chain link fence for the lift station on S Palm Dr, however, there is only 1.5 foot from back of curb to the fence. To be ADA compliant, the proposed 5-foot sidewalk was constructed behind the lift station and inside Pharr Housing Authority's property. PHA agreed to the sidewalk being placed inside their property under the condition that the contractor accepted the relocation of the fence 8 feet to the east.

	Contract Price		**Contract Time(Calendar Days)**	
Original Contract:	$	2,325,300.55	Original Completion Date:	10-Apr-24
Previous Change Order: (+/-)	$	-	Additional Days:	0
This Change Order: (+/-)	$	1,677.44	Revised Completion Date:	10-Apr-24
Revised Contract Amount:	$	2,326,977.99		

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Asago Construction

Contractor | Authorized Signature | Date

Recommended:

Project Engineer | Authorized Signature | Date

Ruben Alfaro, P.E.

City Engineer | Authorized Signature | Date

Approved:

Edward M. Wylie

Deputy City Manager | Authorized Signature | Date

Pharr Engineering

Work Change Directive No. 1

Date of Issuance: 02/06/2023 Effective Date: 02/06/2023

Project: PSJA Tri-City Sidewalk Improvements Phase I	Owner: City of Pharr	Project No.: STP 2021 (057)
Contract: 0921-02-391	Date of Contract: 12/19/22	
Contractor: Asago Construction	Engineer's Project No.:	

You are directed to proceed promptly with the following change(s):

Item No:	Description:
1	Remove and relocate 19 L.F. of existing wooden fence 8 feet to the east along S. Palm Dr. from STA 6+55 to STA 6+75 to allow the sidewalk to be placed behind the existing lift station.
Notes:	Change Proposal cost to be absorbed by City of Pharr.

Purpose for Work Change Directive:

☒ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price & Contract Time

Estimated change in Contract Price and Contract Times:

Contract Price $ 1,677.44 (increase/decrease) Contract Time 0 (increase/decrease) Working Days

Recommended for Approval by: Jose Luis Lozano	Signature: Jose Luis Lozano	Date: 2/6/2023
Authorized for Owner by: Ruben Alfaro, P.E.	Signature: Ruben Alfaro	Date: 2-6-23
Accepted for Contractor by: Raul Iglesias	Signature:	Date:

Asago Construction
2112 S. Shary Rd. Ste # 40
Mission, TX 78572

0921-02-391 PSJA Tri-City Pedestrian Safety Improvements Project - Phase I

Remove and Replace Existing Wooden Fence on Palm Dr.

Preparation Date: 1/24/2023

Decription of work:

As per RFI # 07, remove and relocate of approximately 19 LF of existing wooden fence
New concrete footing to be poured.
Price per Lump Sum for existing wooden fence proposed to be relocated on Palm Dr. and Gore Ave.

Reason: Request by City of Pharr due to Lift Station conflict with proposed sidewalk

MACHINERY

Description	Make	Model	Rate	Qty	Unit	Cost
Backhoe 4WD			$ 51.53	6	HR	$ 309.18
Truck - 4x2 1/2 Ton Crew			$ 32.64	6	HR	$ 195.84
Trailer - Utility 2 Axle			$ 5.77	6	HR	$ 34.62
						$ -
						$ -
			Subtotal			**$ 539.64**

LABOR

Worker Classification		Rate	Reg Hrs	OT	Cost
1500 Rein. Steel Wrkr	Fernando Haro	$ 20.00	6		$ 120.00
1124 Conc Finisher	Rene Garcia Lopez	$ 17.00	6		$ 102.00
1124 Conc Finisher	Jose L Ramirez V.	$ 16.00	6		$ 96.00
1124 Conc Finisher	Jose Manuel Ramirez	$ 14.00	6		$ 84.00
1124 Conc Finisher	Jorge A Herrera-Pe	$ 13.00	6		$ 78.00
			Total		**$ 480.00**

MATERIAL

Description	Qty	Unit	Unir Price	Cost
Concrete	1.00	EA	$ 141.00	$ 141.00
				$ -
				$ -
			$	**141.00**

NET COST

Description	Subtotal	Rate	Markup	Total
Machinery	$ 539.64	15.00%	80.95	$ 620.59
Labor	$ 480.00	80.00%	384.00	$ 864.00
Material	$ 141.00	25.00%	35.25	$ 176.25
Bonds	$ 1,660.84	1%	16.61	$ 16.61
			Total	**$ 1,677.44**

TIME:

1 day requested for additional work

Estimated Qty	1.0	Unit Price	LS:	$ 1,677.44

EquipmentWatch

www.equipmentwatch.com

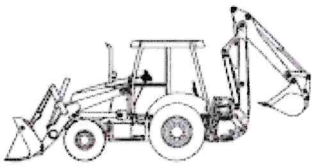
All prices shown in US dollars ($)

Rental Rate Blue Book®

August 17, 2021

Caterpillar 420F (disc. 2017)
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
N/A



Configuration for 420F (disc. 2017)

Drive	**4WD**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $4,720.00	USD $1,320.00	USD $330.00	USD $50.00	USD $26.56	USD $53.38
Adjustments						
Region (Texas: 93.1%)	(USD $325.68)	(USD $91.08)	(USD $22.77)	(USD $3.45)		
Model Year (2017: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,394.32**	**USD $1,228.92**	**USD $307.23**	**USD $46.55**	**USD $26.56**	**USD $51.53**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $12.48
Idling Rate	USD $36.80

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	37%	USD $1,746.40/mo
Overhaul (ownership)	50%	USD $2,360.00/mo
CFC (ownership)	3%	USD $141.60/mo
Indirect (ownership)	10%	USD $472.00/mo
Fuel (operating) @ USD 3.27	45%	USD $11.83/hr

Revised Date: 3rd quarter 2021

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www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for PIckup 4x2 1/2 Ton Crew Gas in All Saved Models

August 17, 2021

Miscellaneous 4X2 1/2 375 CREW GAS
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
N/A

Configuration for 4X2 1/2 375 CREW GAS

Axle Configuration	**4X2**	Cab Type	**Crew**
Horsepower	**375 hp**	Power Mode	**Gasoline**
Ton Rating	**1/2**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,170.00	USD $330.00	USD $83.00	USD $12.00	USD $26.26	USD $32.91
Adjustments						
Region (Texas: 96.1%)	(USD $45.63)	(USD $12.87)	(USD $3.24)	(USD $0.47)		
Model Year (2019: 99.8%)	(USD $2.25)	(USD $0.63)	(USD $0.16)	(USD $0.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,122.12**	**USD $316.50**	**USD $79.60**	**USD $11.51**	**USD $26.26**	**USD $32.64**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $3.19
Idling Rate	USD $27.54

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	57%	USD $666.90/mo
Overhaul (ownership)	29%	USD $339.30/mo
CFC (ownership)	2%	USD $23.40/mo
Indirect (ownership)	12%	USD $140.40/mo
Fuel (operating) @ USD 2.97	81%	USD $21.16/hr

Revised Date: 3rd quarter 2021

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for Utility Trailer 2 Axle in All Saved Models

August 17, 2021

Miscellaneous TOW 2 2 20
Non-Tilt Deck Utility Trailers

Size Class:
All
Weight:
N/A

Configuration for TOW 2 2 20

Capacity	**20.0 t**	Hitch Type	**Tow**
Number Of Axles	**2.0**	Number Of Tires	**8.0**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $545.00	USD $155.00	USD $39.00	USD $6.00	USD $2.92	USD $6.02
Adjustments						
Region (Texas: 92.9%)	(USD $38.69)	(USD $11.01)	(USD $2.77)	(USD $0.43)		
Model Year (2019: 99.2%)	(USD $4.05)	(USD $1.15)	(USD $0.29)	(USD $0.04)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $502.25**	**USD $142.84**	**USD $35.94**	**USD $5.53**	**USD $2.92**	**USD $5.77**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $1.43
Idling Rate	USD $2.85

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	USD $245.25/mo
Overhaul (ownership)	40%	USD $218.00/mo
CFC (ownership)	2%	USD $10.90/mo
Indirect (ownership)	13%	USD $70.85/mo

Fuel cost data is not available for these rates.

Revised Date: 3rd quarter 2021

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CEMEX
10100 Katy Freeway Ste 300
Houston TX 77043-5267

CEMEX Construction Materials South, LLC

INVOICE

Date:	01/17/2023
Invoice No:	**9447496500**
Terms:	Net 20th prox
Payment Due On:	02/20/2023
Job No:	15350771
Legal Address:	W SAM HOUSTON AVE & S PALM DR, PHAR
Account No:	3166729
Account Name:	ASAGO LLC

ASAGO LLC
DBA ASAGO CONSTRUCTION
2113 PECOS ST
MISSION TX 78572-7415

For All Inquiries Call:
713-650-6200

Remit To:
CEMEX | PO Box 730197 | Dallas, TX 75373-0197

DETAILED INFORMATION BY PO

PO Number: PSJA TRI-CITY | **DELIVERY ADDRESS: W Sam Houston Ave & S Palm Dr, EDINBURG, TX, 78539**

Ship Date	Delivery	Ref #.	Product Code / Description	Qty	UOM	Net Price By UOM			Units	Amount	Freight	Tx
01/17/2023	8099662934	47498248	1202749 ENVIRONMENTAL CHARGE PER LOAD	1.000	EA	$15.00	1	PC	1.000	$15.00	$0.00	
01/17/2023	8099662934	47498248	1247817 STANDARD FUEL SURCHARGE	1.000	EA	$15.00	1	PC	1.000	$15.00	$0.00	
01/17/2023	8099662934	47498248	1421065 HYDRATION STABILIZER 3	10.000	DOS	$0.00				$0.00	$0.00	
01/17/2023	8099662934	47498248	1615105 3000 TXDOT CL A - LS	10.000	YD3	$138.00	1	YD3	10.000	$1,380.00	$0.00	

PO Subtotal	**10.00 Yards**	**0.00 Tons**	**$1,410.00 Material**	**$0.00 Freight**	**$0.00 Other**	**$0.00 Tax**	**$1,410.00 Total**

10 cy = $1,410.00
1 cy = $141.00

10.00 Yards	**0.00 Tons**	**$0.00 Freight**	**$0.00 Other**	**$0.00 Tax**	**$1,410.00 Invoice Total**

The invoice incorporates herein by reference Buyer's previously executed Credit Application, if any, Sellers Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this Invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.

Asago Construction
2112 S. Shary Rd. Ste # 40
Mission, TX 78572

0921-02-391 PSJA Tri-City Pedestrian Safety Improvements Project - Phase I

Remove and Replace Existing Wooden Fence on Palm Dr.

Preparation Date: 1/24/2023

Decription of work:

As per RFI # 07, remove and relocate of approximately 19 LF of existing wooden fence
New concrete footing to be poured.
Price per Lump Sum for existing wooden fence proposed to be relocated on Palm Dr. and Gore Ave.

Reason: Request by City of Pharr due to Lift Station conflict with proposed sidewalk

MACHINERY

Description	Make	Model	Rate	Qty	Unit	Cost
Backhoe 4WD			$ 51.53	6	HR	$ 309.18
Truck - 4x2 1/2 Ton Crew			$ 32.64	6	HR	$ 195.84
Trailer - Utility 2 Axle			$ 5.77	6	HR	$ 34.62
						$ -
						$ -
			Subtotal			**$ 539.64**

LABOR

Worker Classification		Rate	Reg Hrs	OT	Cost
1500 Rein. Steel Wrkr	Fernando Haro	$ 20.00	6		$ 120.00
1124 Conc Finisher	Rene Garcia Lopez	$ 17.00	6		$ 102.00
1124 Conc Finisher	Jose L Ramirez V.	$ 16.00	6		$ 96.00
1124 Conc Finisher	Jose Manuel Ramirez	$ 14.00	6		$ 84.00
1124 Conc Finisher	Jorge A Herrera-Pe	$ 13.00	6		$ 78.00
			Total		**$ 480.00**

MATERIAL

Description	Qty	Unit	Unir Price	Cost
Concrete	1.00	EA	$ 141.00	$ 141.00
				$ -
				$ -
			$	**141.00**

NET COST

Description	Subtotal	Rate	Markup	Total
Machinery	$ 539.64	15.00%	80.95	$ 620.59
Labor	$ 480.00	80.00%	384.00	$ 864.00
Material	$ 141.00	25.00%	35.25	$ 176.25
Bonds	$ 1,660.84	1%	16.61	$ 16.61
			Total	**$ 1,677.44**

TIME:

1 day requested for additional work

Estimated Qty	**1.0**	**Unit Price**	**LS:**	**$ 1,677.44**

EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

August 17, 2021

Caterpillar 420F (disc. 2017)
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
N/A

Configuration for 420F (disc. 2017)

Drive	**4WD**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $4,720.00	USD $1,320.00	USD $330.00	USD $50.00	USD $26.56	USD $53.38
Adjustments						
Region (Texas: 93.1%)	(USD $325.68)	(USD $91.08)	(USD $22.77)	(USD $3.45)		
Model Year (2017: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,394.32**	**USD $1,228.92**	**USD $307.23**	**USD $46.55**	**USD $26.56**	**USD $51.53**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $12.48
Idling Rate	USD $36.80

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	37%	USD $1,746.40/mo
Overhaul (ownership)	50%	USD $2,360.00/mo
CFC (ownership)	3%	USD $141.60/mo
Indirect (ownership)	10%	USD $472.00/mo
Fuel (operating) @ USD 3.27	45%	USD $11.83/hr

Revised Date: 3rd quarter 2021

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www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for PIckup 4x2 1/2 Ton Crew Gas in All Saved Models

August 17, 2021

Miscellaneous 4X2 1/2 375 CREW GAS
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
N/A

Configuration for 4X2 1/2 375 CREW GAS

Axle Configuration	**4X2**	Cab Type	**Crew**
Horsepower	**375 hp**	Power Mode	**Gasoline**
Ton Rating	**1/2**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,170.00	USD $330.00	USD $83.00	USD $12.00	USD $26.26	USD $32.91
Adjustments						
Region (Texas: 96.1%)	(USD $45.63)	(USD $12.87)	(USD $3.24)	(USD $0.47)		
Model Year (2019: 99.8%)	(USD $2.25)	(USD $0.63)	(USD $0.16)	(USD $0.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,122.12**	**USD $316.50**	**USD $79.60**	**USD $11.51**	**USD $26.26**	**USD $32.64**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $3.19
Idling Rate	USD $27.54

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	57%	USD $666.90/mo
Overhaul (ownership)	29%	USD $339.30/mo
CFC (ownership)	2%	USD $23.40/mo
Indirect (ownership)	12%	USD $140.40/mo
Fuel (operating) @ USD 2.97	81%	USD $21.16/hr

Revised Date: 3rd quarter 2021

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All prices shown in US dollars ($)

Adjustments for Utility Trailer 2 Axle in All Saved Models

August 17, 2021

Miscellaneous TOW 2 2 20
Non-Tilt Deck Utility Trailers

Size Class:
All
Weight:
N/A

Configuration for TOW 2 2 20

Capacity	**20.0 t**	Hitch Type	**Tow**
Number Of Axles	**2.0**	Number Of Tires	**8.0**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $545.00	USD $155.00	USD $39.00	USD $6.00	USD $2.92	USD $6.02
Adjustments						
Region (Texas: 92.9%)	(USD $38.69)	(USD $11.01)	(USD $2.77)	(USD $0.43)		
Model Year (2019: 99.2%)	(USD $4.05)	(USD $1.15)	(USD $0.29)	(USD $0.04)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $502.25**	**USD $142.84**	**USD $35.94**	**USD $5.53**	**USD $2.92**	**USD $5.77**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $1.43
Idling Rate	USD $2.85

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	45%	USD $245.25/mo
Overhaul (ownership)	40%	USD $218.00/mo
CFC (ownership)	2%	USD $10.90/mo
Indirect (ownership)	13%	USD $70.85/mo

Fuel cost data is not available for these rates.

Revised Date: 3rd quarter 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for RAUL IGLESIAS (asago@rgv.rr.com)

www.equipmentwatch.com

CEMEX
10100 Katy Freeway Ste 300
Houston TX 77043-5267

CEMEX Construction Materials South, LLC

INVOICE

Date:	01/17/2023
Invoice No:	**9447496500**
Terms:	Net 20th prox
Payment Due On:	02/20/2023
Job No:	15350771
Legal Address:	W SAM HOUSTON AVE & S PALM DR, PHAR
Account No:	3166729
Account Name:	ASAGO LLC

ASAGO LLC
DBA ASAGO CONSTRUCTION
2113 PECOS ST
MISSION TX 78572-7415

For All Inquiries Call:
713-650-6200

Remit To:
CEMEX | PO Box 730197 | Dallas, TX 75373-0197

DETAILED INFORMATION BY PO

PO Number: PSJA TRI-CITY | **DELIVERY ADDRESS: W Sam Houston Ave & S Palm Dr, EDINBURG, TX, 78539**

Ship Date	Delivery	Ref #.	Product Code / Description	Qty	UOM	Net Price By UOM			Units	Amount	Freight	Tx
01/17/2023	8099662934	47498248	1202749 ENVIRONMENTAL CHARGE PER LOAD	1.000	EA	$15.00	1	PC	1.000	$15.00	$0.00	
01/17/2023	8099662934	47498248	1247817 STANDARD FUEL SURCHARGE	1.000	EA	$15.00	1	PC	1.000	$15.00	$0.00	
01/17/2023	8099662934	47498248	1421065 HYDRATION STABILIZER 3	10.000	DOS	$0.00				$0.00	$0.00	
01/17/2023	8099662934	47498248	1615105 3000 TXDOT CL A - LS	10.000	YD3	$138.00	1	YD3	10.000	$1,380.00	$0.00	
PO Subtotal	**10.00 Yards**		**0.00 Tons**	**$1,410.00 Material**	**$0.00 Freight**	**$0.00 Other**			**$0.00 Tax**	**$1,410.00 Total**		

10 cy = $1,410.00
1 cy = $141.00

10.00 Yards	**0.00 Tons**	**$0.00 Freight**	**$0.00 Other**	**$0.00 Tax**	**$1,410.00 Invoice Total**

The invoice incorporates herein by reference Buyer´s previously executed Credit Application, if any, Sellers Standard Terms and Conditions, Seller´s Quotation and Seller´s Order Confirmation (including limitations of warranties) as fully set forth on this Invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.C.
DATE SUBMITTED: February 17, 2023
MEETING DATE: February 20, 2023

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Change Order No. 1 in the amount of $32,610.00, release of Final Payment and Retainage $132,611.70, and acceptance of the City of Pharr Northside Community Center Phase I & II as complete (Project #1920-01-510-C012-001). **This item supports IF - Infrastructure**.

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

Issue: The contractor, Davila Construction, has completed construction for the Pharr ONE Center Phase I and Phase II. The City of Pharr issued a Certificate of Occupancy on July 6, 2022. A final walkthrough was conducted on December 7, 2022, and improvements were found to be completed in general compliance with plans and specifications.The final Change Order No. 1 is for approval of approved change requests that exceed the contract amount. Work for Change Order No. 1 includes the replacement of cast in place concrete seating with pre-cast concrete seating for the Pharr ONE Amphitheather.
(Project# 1920-01-510-C012-001)

Fiscal Consideration: Original Contract: $4,725,942.00
CO#1: $32,610.00
Revised Contract Amount: $4,758,552.00
Paid to date: $4,625,910.30
Final Payment & Retainage (Including CO#1): $132,611.70

Staff Recommendation: Staff recommends approval of Final Change Order No. 1 in the amount of $32,610.00, release of final payment and retainage in the amount of $132,611.70, and acceptance of the Pharr Northside Community Center Phase I and Phase II as complete.

Alternatives: N/A

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

ROUTING:

Moises Beas	Created/Initiated - 2/17/2023
Maria Rangel	Approved - 2/17/2023

Karla Saavedra	Approved - 2/17/2023
Patricia Rigney	Approved - 2/17/2023
Maritza Magallan	Approved - 2/17/2023
City Management Office	Final Approval - 2/17/2023

02.17.23

Laura Warren-Ogletree, AIA
The Warren Group Architects, Inc.
804 S. Main Street
McAllen, Texas 78501

Re: Pharr Northside Community Center
Phase II – Application for Payment No. 19 RETAINAGE FINAL for PO 178323

Dear Laura,

Please see attached Application for Payment No. 19 RETAINAGE FINAL for PO 178323 in the amount of $132,611.70 including Change Order #1 (COR #3r3) in the amount of $32,610.00 for your signature and processing to the Owner for prompt payment.

Should you have any questions please do not hesitate to call.

Best regards,

Tomas Rene Canul
T: (956) 630-9433
M: (956) 212-4219

Cc: Moises Beas, City of Pharr Engineering Department
Carlos Del Angel, Brownstone Consultants

Payment Request No. 19

Period: 05/31/2022 to 01/31/2023

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

Contractor: Davila Construction, Inc.
2205 N. Jackson Rd.
McAllen, Tx. 78501
956-630-9433

Project: Pharr Northside Community Center
Bid No. Phase II
PO# 178323

Original Contract Amount:	$4,725,942.00
Change Orders:	$32,610.00
Contract Amount to Date:	$4,758,552.00
Total to Date:	$4,758,552.00
Total Stored to Date:	
Total to Date:	$4,758,552.00
Retainage:	$0.00
Total Due Less Retainage:	$4,758,552.00
Less Previous Payments:	$4,625,910.30
Current Payment Due:	$132,611.70

Percent Completed: 100.00%

Original Contract Time (Days):	807
Change Orders (days):	
Notice to Proceed	12/2/2020
Substantial Completion Date	12/3/2022
Contract Time Used	100.00%

Change Order Summary

No.	Contract Amount		Contract Time	
	Addition	Deduction	Addition	Deduction
Total				

* Provide Documentation

Attachment "B"

Pharr Engineering

Contractor:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Progress Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Progress Payment were issued and payments received from the Owner, and that current payment shown herein is now due:

Signature: Date 2-17-23

Subscribed and sworn before me this 17th day of Feb. 2023

The above person appeared before me, the undersigned notary public and provided satisfactory evidence of identification to be the person signed this document in my presence and swore or affirmed to me that the contents of this document are ~~truthful and accurate to the best of his/her~~ knowledge and belief.

MARTHA INFANTE
My Notary ID # 124744214
Expires December 12 2023

Notary Public: My Commission Expires: 12-01-23

Attachment "A"
*

Construction Manager or Engineer of Record

In accordance with the Contract Documents, based on on-site observation and the data comprising this progress payment , the Construction Manager certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to progress payment.

Signature: Date:

Approved:

Ruben Alfaro, P.E. — City Engineer	Signature	Date
Maritza Magallan — Purchasing Director	Signature	Date
Edward M. Wylie — Deputy City Manager	Signature	Date
Anali Alanis — Interim City Manager	Signature	Date
Karla Saavedra — Finance Director	Signature	Date

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
City of Pharr
118 S Cage Blvd, Pharr, Tx.
Pharr, TX. 78577

FROM CONTRACTOR:
Davila Construction Company
2201 North Jackson
McAllen, Texas 78501

PROJECT: (PO# 178323)
Pharr North Side Community Center PH2
1121 East Nolana Loop
Pharr, Texas 78577

VIA ARCHITECT:
WARREN GROUP ARCHITECTS INC.
1801 S. COL. ROWE BLVD #330
McALLEN, TX 78503

		Distribution to:	
APPLICATION #:	19 FINAL		
DATE:	02/17/23		
PERIOD TO:	01/31/23	X	Owner
ARCH PROJECT NO:	972001	X	Const. Mgr
DAVILA PROJECT NO:	C2018	X	Architect
NTP DATE:	12/02/20	X	Contractor

CONTRACT FOR: General Contractor

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Subcontract Sum----------	$	4,725,942.00
2. Net change by Change Orders----------	$	32,610.00
3. Subtract Sum to Date (Line 1 +/- 2) ----------	$	4,758,552.00
4. Total Completed and Stored to Date---------- (Column K on Continuation Sheet)	$	4,758,552.00
5. RETAINAGE:		
a. _____ of Completed Work (Columns H+I on Continuation Sheet)	$	
b. _____ of Stored Material (Column J on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column N of Continuation Sheet--------	$	
6. TOTAL EARNED LESS RETAINAGE---------- (Line 4 less Line 5 Total)	$	4,758,552.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT * (Line 6 from prior Certificate)----------$	$	4,625,940.30
8. CURRENT PAYMENT DUE----------$	$	132,611.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	

*

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month (GMP#2)	$32,610.00	
TOTALS	$32,610.00	
NET CHANGES by Change Order	$32,610.00	

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown therein is now due.

CONTRACTOR:

By: Davila Construction, Inc. Date: 2-17-23

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 17th day of Feb. 2023

MARTHA INFANTE
My Notary ID # 124744214
Expires December 1, 2023

Notary Public: Martha Infante
My Commission expires: 12/01/23

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Subcontractor certifies to the Contractor that to the best of the Subcontractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ---------- $

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

PROJECT:
Pharr North Side Community Center PH2
1121 East Nolana Loop
Pharr, Texas 78577

APPLICATION NUMBER: 19 FINAL
APPLICATION DATE: 02/17/23
PERIOD TO: 01/31/23
ARCHITECT'S PROJECT NO: 972001

A	B	C	D	E	H	I	J	K	L	M	N
Item No.	PO#	Cost Code	Description of Work	Scheduled Value	Work Completed From Previous Application	Work Completed This Period	Materials Presently Stored (Not In H or I)	Total Completed And Stored To Date (H + I + J)	% (K/E)	Balance To Finish (E - K)	Retainage (K*RET)
1		**1000**	**DIVISION 1 - GENERAL CONDITIONS**								
2	PO # 178323	**1000**	**GENERAL REQUIREMENTS (Bonds & Insurance) GMP#2**	68,400.00	68,400.00			68,400.00	100.00%		
3	PO # 178323	**1000**	**GENERAL CONDITIONS (GMP#2)**	215,156.52	215,156.52			215,156.52	100.00%		
4											
5			**GMP#2 - DIVISION 1 - SUBTOTAL (6%)**	**283,556.52**	**283,556.52**			**283,556.52**	**100.00%**		
6											
7		**2000**	**DIVISION 2**								
8	PO # 178323	**323119**	**Ameristar Fence Products- Echelon II**	34,850.00	34,850.00			34,850.00	100.00%		
9	PO # 178323		**Turnstiles**	28,000.00	28,000.00			28,000.00	100.00%		
10	PO # 178323	**32800**	**Site Irrigation System**	52,200.00	52,200.00			52,200.00	100.00%		
11	PO # 178323	**32900**	**Plants & Trees**	310,124.00	310,124.00			310,124.00	100.00%		
12	PO # 178323		**Topsoil & fine grading**	23,000.00	23,000.00			23,000.00	100.00%		
13	PO # 178323		**Sitescapes Arlington Backed Bench-AR1-2010**	36,917.00	36,917.00			36,917.00	100.00%		
14	PO # 178323		**Sitescapes Echo Bike Rack_Ec2-13-SM**	2,320.00	2,320.00			2,320.00	100.00%		
15	PO # 178323		**Sitescapes Halo Decorative Ring Receptacles**	19,610.00	19,610.00			19,610.00	100.00%		
16	PO # 178323		**Delivery, Unloading & Installation**	9,500.00	9,500.00			9,500.00	100.00%		
17	PO # 178323		**Neenah Foundry Grate**	1,544.00	1,544.00			1,544.00	100.00%		
18	PO # 178323		**Parking lot striping & signage**	7,650.00	7,650.00			7,650.00	100.00%		
19	PO # 178323	**331100**	**Water Line Modifications from 50% CD set**	3,570.00	3,570.00			3,570.00	100.00%		
20	PO # 178323	**333000**	**Sewer Modifications from 50% CD set**	3,160.00	3,160.00			3,160.00	100.00%		
21	PO # 178323	**334000**	**Storm Sewer Modifications from 50% set**	10,450.00	10,450.00			10,450.00	100.00%		
22	PO # 178323	**321200**	**Asphalt repairs to existing parking & add on northside**	27,540.00	27,540.00			27,540.00	100.00%		
23											
24			**DIVISION 2 - SUBTOTAL**	**570,435.00**	**570,435.00**			**570,435.00**	**100.00%**		
25											
26		**3000**	**DIVISION 3**								
27	PO # 178323		**Monument Sign Footing (Deleted - Credit will be part of AEA5)**	4,080.00	4,080.00			4,080.00	100.00%		
28	PO # 178323		**Transformer Pad**	3,570.00	3,570.00			3,570.00	100.00%		
29	PO # 178323		**Light Pole Bases**	12,342.00	12,342.00			12,342.00	100.00%		
30	PO # 178323		**House Keeping pads**	4,896.00	4,896.00			4,896.00	100.00%		
31	PO # 178323		**Curb & Gutter (existing parking lot)**	5,304.00	5,304.00			5,304.00	100.00%		
32	PO # 178323		**Demo for curb/hmac/valley gutter (existing parking lot)**	4,080.00	4,080.00			4,080.00	100.00%		
33	PO # 178323		**CC Bldg. Concrete lecture hall**	90,000.00	90,000.00			90,000.00	100.00%		
34											
35			**DIVISION 3 - SUBTOTAL**	**124,272.00**	**124,272.00**			**124,272.00**	**100.00%**		
36											
37		**4000**	**DIVISION 4**								
38	PO # 178323	**4200**	**CMU Monument Sign (Deleted - Credit will be part of AEA5)**	6,800.00	6,800.00			6,800.00	100.00%		
39	PO # 178323	**4200**	**Masonry (not included in phase 1)**	66,675.00	66,675.00			66,675.00	100.00%		
40											
41			**DIVISION 4 - SUBTOTAL**	**73,475.00**	**73,475.00**			**73,475.00**	**100.00%**		
42											
43		**5000**	**DIVISION 5**								
44	PO # 178323	**5120**	**Structural Steel**								

PROJECT:
Pharr North Side Community Center PH2
1121 East Nolana Loop
Pharr, Texas 78577

APPLICATION NUMBER: 19 FINAL
APPLICATION DATE: 02/17/23
PERIOD TO: 01/31/23
ARCHITECT'S PROJECT NO: 972001

A	B	C	D	E	H	I	J	K	L	M	N
Item No.	PO#	Cost Code	Description of Work	Scheduled Value	Work Completed From Previous Application	Work Completed This Period	Materials Presently Stored (Not In H or I)	Total Completed And Stored To Date (H + I + J)	% (K/E)	Balance To Finish (E - K)	Retainage (K*RET)
45	PO # 178323	5120	Engineering/Detailing	9,800.00	9,800.00			9,800.00	100.00%		
46	PO # 178323	5120	Structural Steel Materials	111,125.00	111,125.00			111,125.00	100.00%		
46	PO # 178323	5120	Structural Steel for canopies (reallocated from line 74)	30,551.00	30,551.00			30,551.00	100.00%		
47	PO # 178323	5120	Joist & Deck	78,520.00	78,520.00			78,520.00	100.00%		
48	PO # 178323	5120	Steel Stairs	3,500.00	3,500.00			3,500.00	100.00%		
49	PO # 178323	5120	Steel Railings	4,313.00	4,313.00			4,313.00	100.00%		
50	PO # 178323	5120	Erection - Structural Steel	51,572.00	51,572.00			51,572.00	100.00%		
51	PO # 178323	5120	Erection - Joists	16,800.00	16,800.00			16,800.00	100.00%		
52	PO # 178323	5120	Erection - Decking	8,266.00	8,266.00			8,266.00	100.00%		
53	PO # 178323	5120	Erection - Steel Stairs	1,500.00	1,500.00			1,500.00	100.00%		
54	PO # 178323	5120	Erection - Railings	3,400.00	3,400.00			3,400.00	100.00%		
54	PO # 178323	5120	Steel at Privy	10,016.00	10,016.00			10,016.00	100.00%		
55	PO # 178323	5120	Misc. Steel	3,188.00	3,188.00			3,188.00	100.00%		
56	PO # 178323	5213	Pipe and Tube Railings (Amphitheater)	76,500.00	76,500.00			76,500.00	100.00%		
57											
58			**DIVISION 5 - SUBTOTAL**	**409,051.00**	**409,051.00**			**409,051.00**	**100.00%**		
59											
60		**6000**	**DIVISION 6**								
61	PO # 178323	61000	Rough Carpentry	31,500.00	31,500.00			31,500.00	100.00%		
62	PO # 178323	61140	Wood Blocking and Curbing	13,500.00	13,500.00			13,500.00	100.00%		
63	PO # 178323	61643	Gypsum Sheathing	8,600.00	8,600.00			8,600.00	100.00%		
64	PO # 178323	62000	Finish Carpentry & Millwork	21,800.00	21,800.00			21,800.00	100.00%		
65											
66			**DIVISION 6 - SUBTOTAL**	**75,400.00**	**75,400.00**			**75,400.00**	**100.00%**		
67											
68		**7000**	**DIVISION 7**								
69		7220	Roof and Deck Insulation Included in 72423								
70	PO # 178323	7250	Weather Barriers	25,000.00	25,000.00			25,000.00	100.00%		
71	PO # 178323	72726	Fluid-Applied Membrane Air Barriers, Vapor Permeable	30,676.00	30,676.00			30,676.00	100.00%		
72	PO # 178323	74113	Metal Roof Panels	23,000.00	23,000.00			23,000.00	100.00%		
73	PO # 178323	74213	Metal Wall Panels	44,688.00	44,688.00			44,688.00	100.00%		
74	PO # 178323	75423	Thermoplastic Polyolefin (TPO) Membrane Roofing	90,865.00	90,865.00			90,865.00	100.00%		
75	PO # 178323	7700	Roof and Wall Specialties and Accessories	51,000.00	51,000.00			51,000.00	100.00%		
76	PO # 178323		Reallocated from line 75 to line 46	(30,551.00)	(30,551.00)			(30,551.00)			
77	PO # 178323		Reallocated from line 75 to line 188	(20,449.00)	(20,449.00)			(20,449.00)			
78	PO # 178323	77260	Roof Hatch Safety Rail System and Ladder Extension	2,470.00	2,470.00			2,470.00	100.00%		
79	PO # 178323	78456	Fire Safing	2,750.00	2,750.00			2,750.00	100.00%		
80	PO # 178323	7920	Concrete joint sealants	7,800.00	7,800.00			7,800.00	100.00%		
81	PO # 178323		Dumpster and debris removal	3,101.00	3,101.00			3,101.00	100.00%		
82											
83			**DIVISION 7 - SUBTOTAL**	**230,350.00**	**230,350.00**			**230,350.00**	**100.00%**		
84											
85		**8000**	**DIVISION 8**								
86	PO # 178323	81113	Hollow Metal Doors	13,515.00	13,515.00			13,515.00	100.00%		
87	PO # 178323	81117	Pre-Finished Steel Door Frames	11,500.00	11,500.00			11,500.00	100.00%		

PROJECT:
Pharr North Side Community Center PH2
1121 East Nolana Loop
Pharr, Texas 78577

APPLICATION NUMBER: 19 FINAL
APPLICATION DATE: 02/17/23
PERIOD TO: 01/31/23
ARCHITECT'S PROJECT NO: 972001

A	B	C	D	E	H	I	J	K	L	M	N
Item No.	PO#	Cost Code	Description of Work	Scheduled Value	Work Completed From Previous Application	Work Completed This Period	Materials Presently Stored (Not In H or I)	Total Completed And Stored To Date (H + I + J)	% (K/E)	Balance To Finish (E - K)	Retainage (K*RET)
88	PO # 178323	81416	Plastic-Laminate-Faced Flush Wood Doors	10,750.00	10,750.00			10,750.00	100.00%		
89	PO # 178323	84110	Aluminum Storefronts & Hardware	123,615.00	123,615.00			123,615.00	100.00%		
90	PO # 178323	8710	Door Hardware	78,500.00	78,500.00			78,500.00	100.00%		
91	PO # 178323		Installation of door & frames	7,640.00	7,640.00			7,640.00	100.00%		
92	PO # 178323		Door frame installation on masonry walls	4,400.00	4,400.00			4,400.00	100.00%		
93											
94			**DIVISION 8 - SUBTOTAL**	**249,920.00**	**249,920.00**			**249,920.00**	**100.00%**		
95											
96		**9000**	**DIVISION 9**								
97	PO # 178323	92423	Dryvit Systems Commercial Cement Plastering	123,186.00	123,186.00			123,186.00	100.00%		
98	PO # 178323	92813	Cementitious Backing Boards	3,300.00	3,300.00			3,300.00	100.00%		
99	PO # 178323	9290	Gypsum Wallboard	2,260.00	2,260.00			2,260.00	100.00%		
100	PO # 178323		Exterior Metal Studs - Material	42,406.00	42,406.00			42,406.00	100.00%		
101	PO # 178323		Exterior Metal Studs - Labor	39,228.00	39,228.00			39,228.00	100.00%		
102	PO # 178323		Interior Metal Studs - Material	16,875.00	16,875.00			16,875.00	100.00%		
103	PO # 178323		Interior Metal Studs - Labor	16,413.00	16,413.00			16,413.00	100.00%		
104	PO # 178323		Densglass Sheathing - Material	10,700.00	10,700.00			10,700.00	100.00%		
105	PO # 178323		Densglass Sheathing - Labor	7,833.00	7,833.00			7,833.00	100.00%		
106	PO # 178323		Insulation - Material	21,626.00	21,626.00			21,626.00	100.00%		
107	PO # 178323		Insulation - Labor	7,075.00	7,075.00			7,075.00	100.00%		
108	PO # 178323		Drywall Material	16,088.00	16,088.00			16,088.00	100.00%		
109	PO # 178323		Drywall Labor	19,013.00	19,013.00			19,013.00	100.00%		
110	PO # 178323		Gyp Board Ceilings Material	6,914.00	6,914.00			6,914.00	100.00%		
111	PO # 178323		Gyp Board Ceilings Labor	6,581.00	6,581.00			6,581.00	100.00%		
112	PO # 178323		Suspended Acoustical Ceilings Material	29,875.00	29,875.00			29,875.00	100.00%		
113	PO # 178323		Suspended Acoustical Ceilings Labor	8,443.00	8,443.00			8,443.00	100.00%		
114	PO # 178323		Formation Clouds Materials	12,687.00	12,687.00			12,687.00	100.00%		
115	PO # 178323		Formation Clouds Labor	6,500.00	6,500.00			6,500.00	100.00%		
116	PO # 178323		Acoustic Seamless Ceiling System Materials	17,500.00	17,500.00			17,500.00	100.00%		
117	PO # 178323		Acoustic Seamless Ceiling System Labor	7,300.00	7,300.00			7,300.00	100.00%		
118	PO # 178323		Nailers & Wood Blocking Materials	6,875.00	6,875.00			6,875.00	100.00%		
119	PO # 178323		Nailers & Wood Blocking Labor	5,688.00	5,688.00			5,688.00	100.00%		
120	PO # 178323		General Labor	9,120.00	9,120.00			9,120.00	100.00%		
121	PO # 178323		Flooring & Ceramic Tile	90,934.00	90,934.00			90,934.00	100.00%		
122	PO # 178323	9810	Acoustic Insulation	4,000.00	4,000.00			4,000.00	100.00%		
123	PO # 178323	9901	Paints and Coatings								
124	PO # 178323		Tape / Float / Primer / Paint	52,000.00	52,000.00			52,000.00	100.00%		
125	PO # 178323		Cmu Walls	3,985.00	3,985.00			3,985.00	100.00%		
126	PO # 178323		Exposed Structure / Dryfall	7,250.00	7,250.00			7,250.00	100.00%		
127	PO # 178323		Doors & Doorframes	2,293.00	2,293.00			2,293.00	100.00%		
128	PO # 178323		Sealed Concrete	1,500.00	1,500.00			1,500.00	100.00%		
129	PO # 178323		Exterior Painting	26,129.00	26,129.00			26,129.00	100.00%		
130	PO # 178323		Mobilization / Insurance / Submittals / Close Outs	6,707.00	6,707.00			6,707.00	100.00%		
131	PO # 178323		Rental Equipment	8,800.00	8,800.00			8,800.00	100.00%		
132	PO # 178323		Dumpsters and Debris Removal	9,750.00	9,750.00			9,750.00	100.00%		

PROJECT:
Pharr North Side Community Center PH2
1121 East Nolana Loop
Pharr, Texas 78577

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Item No.	PO#	Cost Code	Description of Work	Scheduled Value	Work Completed From Previous Application	Work Completed This Period	Materials Presently Stored (Not In H or I)	Total Completed And Stored To Date (H + I + J)	% (K/E)	Balance To Finish (E - K)	Retainage (K*RET)
133											
134			**DIVISION 9 - SUBTOTAL**	**656,834.00**	**656,834.00**			**656,834.00**	**100.00%**		
135											
136		**10000**	**DIVISION 10**								
137	PO # 178323	**10140**	**Signage**	2,689.00	2,689.00			2,689.00	100.00%		
138	PO # 178323	**102116**	**Solid Plastic Toilet Compartments**	8,776.00	8,776.00			8,776.00	100.00%		
139	PO # 178323	**102813**	**Toilet Accessories**	4,638.00	4,638.00			4,638.00	100.00%		
140	PO # 178323	**10440**	**Fire Protection Specialties**	1,530.00	1,530.00			1,530.00	100.00%		
141	PO # 178323	**10750**	**Flag Poles**	24,750.00	24,750.00			24,750.00	100.00%		
142	PO # 178323	**10750**	**Flag Pole Installation**	3,000.00	3,000.00			3,000.00	100.00%		
143	PO # 178323	**108110**	**Electric Hand Dryer**	2,990.00	2,990.00			2,990.00	100.00%		
144	PO # 178323		**Misc. Div 10 Equip & Installation**	6,000.00	6,000.00			6,000.00	100.00%		
145	PO # 178323		**Dumpsters and Debris Removal**	3,030.00	3,030.00			3,030.00	100.00%		
146											
147			**DIVISION 10 - SUBTOTAL**	**57,403.00**	**57,403.00**			**57,403.00**	**100.00%**		
148											
149		**12000**	**DIVISION 12**								
150	PO # 178323	**124813**	**Entrance Floor Mats and Frames**	10,720.00	10,720.00			10,720.00	100.00%		
151	PO # 178323	**124813**	**Entrance Floor Mats and Frames Installation**	3,200.00	3,200.00			3,200.00	100.00%		
152											
153			**DIVISION 11 - SUBTOTAL**	**13,920.00**	**13,920.00**			**13,920.00**	**100.00%**		
154											
155		**13000**	**DIVISION 13**								
156	PO # 178323	**131213**	**Exterior Fountain**								
157	PO # 178323		**Mobilization**	8,000.00	8,000.00			8,000.00	100.00%		
158	PO # 178323		**Project Management & Supervision**	16,000.00	16,000.00			16,000.00	100.00%		
159	PO # 178323		**As-Builts**	1,000.00	1,000.00			1,000.00	100.00%		
160	PO # 178323		**Temporary Facilities**	400.00	400.00			400.00	100.00%		
161	PO # 178323		**Concrete Labor**	126,600.00	126,600.00			126,600.00	100.00%		
162	PO # 178323		**Concrete Hardware**	12,000.00	12,000.00			12,000.00	100.00%		
163	PO # 178323		**Concrete Material**	32,900.00	32,900.00			32,900.00	100.00%		
164	PO # 178323		**Concrete Pumping**	8,500.00	8,500.00			8,500.00	100.00%		
165	PO # 178323		**Form Rental**	1,500.00	1,500.00			1,500.00	100.00%		
166	PO # 178323		**Rebar Labor**	7,000.00	7,000.00			7,000.00	100.00%		
167	PO # 178323		**Rebar**	7,000.00	7,000.00			7,000.00	100.00%		
168	PO # 178323		**Sand/Water Blasting**	3,000.00	3,000.00			3,000.00	100.00%		
169	PO # 178323		**Waterproofing Material**	1,000.00	1,000.00			1,000.00	100.00%		
170	PO # 178323		**Tile Labor**	13,000.00	13,000.00			13,000.00	100.00%		
171	PO # 178323		**Tile Bag Goods**	2,000.00	2,000.00			2,000.00	100.00%		
172	PO # 178323		**Tiled floor pattern**	14,660.00	14,660.00			14,660.00	100.00%		
173	PO # 178323		**Plaster**	34,000.00	34,000.00			34,000.00	100.00%		
174	PO # 178323		**Coping Stones**	26,000.00	26,000.00			26,000.00	100.00%		
175	PO # 178323		**Copping Stone Labor**	12,000.00	12,000.00			12,000.00	100.00%		
176	PO # 178323		**Pool Equipment**	8,000.00	8,000.00			8,000.00	100.00%		
177	PO # 178323		**Fountain Equipment**	44,000.00	44,000.00			44,000.00	100.00%		

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178	PO # 178323		Chemical Controller	9,000.00	9,000.00			9,000.00	100.00%		
179	PO # 178323		Pumps	16,000.00	16,000.00			16,000.00	100.00%		
180	PO # 178323		Filter	3,000.00	3,000.00			3,000.00	100.00%		
181	PO # 178323		Mechanical Labor - Equip. Room	22,000.00	22,000.00			22,000.00	100.00%		
182	PO # 178323		Mechanical Labor - Underground	21,000.00	21,000.00			21,000.00	100.00%		
183	PO # 178323		Valves	5,000.00	5,000.00			5,000.00	100.00%		
184	PO # 178323		PVC Pipe & Fittings	26,000.00	26,000.00			26,000.00	100.00%		
185	PO # 178323		Fasteners & Hardware	3,000.00	3,000.00			3,000.00	100.00%		
186	PO # 178323		Commissioning	3,000.00	3,000.00			3,000.00	100.00%		
187	PO # 178323		Miscellaneous	4,000.00	4,000.00			4,000.00	100.00%		
188	PO # 178323		Electrical Conduit (Reallocated from line 74)	20,449.00	20,449.00			20,449.00	100.00%		
189	PO # 178323		Backer Rod & Sealant at coping and deck	2,600.00	2,600.00			2,600.00	100.00%		
190	PO # 178323		Hookup/Connections for Fountain	7,650.00	7,650.00			7,650.00	100.00%		
191	PO # 178323		Dewatering associated with weather	5,000.00	5,000.00			5,000.00	100.00%		
192											
193			**DIVISION 12 - SUBTOTAL**	**526,259.00**	**526,259.00**			**526,259.00**	**100.00%**		
194											
195		**15000**	**DIVISION 15**								
196	PO # 178323	**211313**	Fire Protection System	28,930.00	28,930.00			28,930.00	100.00%		
197	PO # 178323		Underground Fire Line, FDC, Riser	19,000.00	19,000.00			19,000.00	100.00%		
198	PO # 178323	**15400**	Plumbing								
199	PO # 178323		Roof and Condensate Drain Line Labor	10,000.00	10,000.00			10,000.00	100.00%		
200	PO # 178323		Roof and Condensate Drain Line Material	15,000.00	15,000.00			15,000.00	100.00%		
201	PO # 178323		Water Lines and Vents Labor	22,000.00	22,000.00			22,000.00	100.00%		
202	PO # 178323		Water Lines and Vents Material	33,000.00	33,000.00			33,000.00	100.00%		
203	PO # 178323		Fixtures Labor	8,800.00	8,800.00			8,800.00	100.00%		
204	PO # 178323		Fixtures Material	27,000.00	27,000.00			27,000.00	100.00%		
205	PO # 178323		HVAC	1,800.00	1,800.00			1,800.00	100.00%		
206	PO # 178323		Mobilization	1,461.00	1,461.00			1,461.00	100.00%		
207	PO # 178323		Duct Fabrication Material	9,219.00	9,219.00			9,219.00	100.00%		
208	PO # 178323		Duct Fabrication Labor	9,067.00	9,067.00			9,067.00	100.00%		
209	PO # 178323		Duct Installation Material	2,635.00	2,635.00			2,635.00	100.00%		
210	PO # 178323		Duct Installation Labor	41,718.00	41,718.00			41,718.00	100.00%		
211	PO # 178323		Mechanical Insulation Material	4,565.00	4,565.00			4,565.00	100.00%		
212	PO # 178323		Mechanical Insulation Labor	20,569.00	20,569.00			20,569.00	100.00%		
213	PO # 178323		Mechanical Piping Material	4,301.00	4,301.00			4,301.00	100.00%		
214	PO # 178323		Mechanical Piping Labor	3,958.00	3,958.00			3,958.00	100.00%		
215	PO # 178323		HVAC Equipment Material	78,284.00	78,284.00			78,284.00	100.00%		
216	PO # 178323		HVAC Equipment Labor	7,905.00	7,905.00			7,905.00	100.00%		
217	PO # 178323		Air Devices Material	8,895.00	8,895.00			8,895.00	100.00%		
218	PO # 178323		Air Devices Labor	1,873.00	1,873.00			1,873.00	100.00%		
219	PO # 178323		Temporary duct wrap protection	1,979.47	1,979.47			1,979.47	100.00%		
220	PO # 178323		Extra filter replacements & cleaning	1,270.53	1,270.53			1,270.53	100.00%		
221	PO # 178323	**230593**	Testing, Adjusting, And Balancing for HVAC	4,550.00	4,550.00			4,550.00	100.00%		
222	PO # 178323		Dumpsters & debris removal	3,250.00	3,250.00			3,250.00	100.00%		
223											
224			**DIVISION 15 - SUBTOTAL**	**371,030.00**	**371,030.00**			**371,030.00**	**100.00%**		
225											
226		**16000**	**DIVISION 16**								

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227	PO # 178323		Electrical								
228	PO # 178323		Mobilization	9,500.00	9,500.00			9,500.00	100.00%		
229	PO # 178323		Lighting Material	125,550.00	125,550.00			125,550.00	100.00%		
230	PO # 178323		Lighting Labor	11,200.00	11,200.00			11,200.00	100.00%		
231	PO # 178323		Gear Material	50,640.00	50,640.00			50,640.00	100.00%		
232	PO # 178323		Gear Labor	5,765.00	5,765.00			5,765.00	100.00%		
233	PO # 178323		Rough-In Material	52,490.00	52,490.00			52,490.00	100.00%		
234	PO # 178323		Rough-In Labor	49,380.00	49,380.00			49,380.00	100.00%		
235	PO # 178323		Wire Material	49,000.00	49,000.00			49,000.00	100.00%		
236	PO # 178323		Wire Labor	18,230.00	18,230.00			18,230.00	100.00%		
237	PO # 178323		Finish-Out Material	28,730.00	28,730.00			28,730.00	100.00%		
238	PO # 178323		Finish-Out Labor	8,280.00	8,280.00			8,280.00	100.00%		
239	PO # 178323		Rentals	6,000.00	6,000.00			6,000.00	100.00%		
240	PO # 178323		Fire Alarm	21,775.00	21,775.00			21,775.00	100.00%		
241	PO # 178323		Structured Cabling Conduit only	14,015.00	14,015.00			14,015.00	100.00%		
242	PO # 178323		Access Control Conduit only	9,682.00	9,682.00			9,682.00	100.00%		
243	PO # 178323		CCTV Conduit only	2,013.00	2,013.00			2,013.00	100.00%		
244	PO # 178323		Dumpsters and debris removal	3,250.00	3,250.00			3,250.00	100.00%		
245											
246											
247			**DIVISION 16 - SUBTOTAL**	**465,500.00**	**465,500.00**			**465,500.00**	**100.00%**		
248											
249			**CONTINGENCY**								
250	PO # 178323	**1900**	Contingency Expenditure Allowances								
251	PO # 178323		CEA#1 - Contingency Overage GMP#1	31,330.00	31,330.00			31,330.00	100.00%		
252	PO # 178323		CEA#2 - ASI#9 Changes	44,413.00	44,413.00			44,413.00	100.00%		
253	PO # 178323		CEA#2 - ASI#11 Changes	4,166.00	4,166.00			4,166.00	100.00%		
254	PO # 178323		CEA#2 - Flood damage-Remaing balance from GMP#1	2,700.00	2,700.00			2,700.00	100.00%		
255	PO # 178323		CEA#2 - Credit for Lecture Hall allowance	(16,307.00)	(16,307.00)			(16,307.00)			
256	PO # 178323		CEA#3 - Water Main Changes	7,250.00	7,250.00			7,250.00	100.00%		
257	PO # 178323		CEA#3 - Amphitheater CMU Wall and Cast Stone	(32,610.00)	(32,610.00)			(32,610.00)			
258	PO # 178323		CEA#3 - Door Frames & Hardware Changes (ASI 14)	20,186.00	20,186.00			20,186.00	100.00%		
259	PO # 178323		CEA#3 - Electrical Changes								
260	PO # 178323		Addendum #5	14,900.00	14,900.00			14,900.00	100.00%		
261	PO # 178323		Repair for existing conduit and relocation of pole	2,637.80	2,637.80			2,637.80	100.00%		
262	PO # 178323		Removal and relocation of light pole base concrete	600.00	600.00			600.00	100.00%		
263	PO # 178323		ASI#7 Addition of floor boxes	4,000.00	4,000.00			4,000.00	100.00%		
264	PO # 178323		Addition of Conduit for camera, EM call button	4,119.50	4,119.50			4,119.50	100.00%		
265	PO # 178323		Re-route and additional distance of transformer	16,027.84	16,027.84			16,027.84	100.00%		
266	PO # 178323		Boring for underground electrical at existing parking lot	2,835.00	2,835.00			2,835.00	100.00%		
267	PO # 178323		Demo & repairs due to re-route at existing transformer	1,300.00	1,300.00			1,300.00	100.00%		
268	PO # 178323		ASI#14 electrical system changes	16,062.00	16,062.00			16,062.00	100.00%		
269	PO # 178323		CEA#3 - Johnson Controls BAS - HVAC	50,000.00	50,000.00			50,000.00	100.00%		
270	PO # 178323		CEA#4 - Credit for Reinforcing Steel Allowance	(8,308.54)	(8,308.54)			(8,308.54)			
271	PO # 178323		CEA#4 - Meter and Backflow Changes	56,600.00	56,600.00			56,600.00	100.00%		
272	PO # 178323		CEA#4 - Removal of high corrosive soils	7,900.00	7,900.00			7,900.00	100.00%		
273	PO # 178323		CEA#4 - Increase in cost for conductor in ASI #10	6,832.87	6,832.87			6,832.87	100.00%		
274	PO # 178323		CEA#4 - Community Center Temp Wall at entrance	6,450.00	6,450.00			6,450.00	100.00%		
275	PO # 178323		CEA#4 - Various Improvements for Special Systems	13,070.00	13,070.00			13,070.00	100.00%		
276	PO # 178323		CEA#4 - Potential cost associated with ASI's 17 and 18	21,427.50	21,427.50			21,427.50	100.00%		
277	PO # 178323		CEA#4 - Costs associated with PR 02 and ASI #19	17,760.00	17,760.00			17,760.00	100.00%		

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278	PO # 178323		CEA#4 - Landscape and Irrigation Soil Remediation	40,948.00	40,948.00			40,948.00	100.00%		
279	PO # 178323		CEA#4 - Credit for cost savings on aluminum handrails	(37,700.00)	(37,700.00)			(37,700.00)			
280	PO # 178323		CEA#5 - Addition of Sidelites at 3 Offices								
281	PO # 178323		~~1. Fabricate and provide 3 additional lites~~	5,187.00	5,187.00			5,187.00	100.00%		
282	PO # 178323		~~2. Installation of 3 additional lites~~	3,950.00	3,950.00			3,950.00	100.00%		
283	PO # 178323		~~3. Provide misc. materials to protect finished surfaces~~	500.00	500.00			500.00	100.00%		
284	PO # 178323		~~4. 1/4" clear tempered glass at 3 lites~~	420.00	420.00			420.00	100.00%		
285	PO # 178323		~~5. Paint 3 hollow metal frames and adjacent wall surfaces~~	1,155.00	1,155.00			1,155.00	100.00%		
286	PO # 178323		CEA#5 - Miscellaneous Utility Changes								
287	PO # 178323		~~1. 15" PVC Casing @ Nolana~~								
288	PO # 178323		~~2. Cut & Repair existing Force main @ Nolana~~								
289	PO # 178323		~~3. Remove & Replace concrete handicap ramp~~								
290	PO # 178323		4. Subdivision Vault 90 degree fitting	2,400.00	2,400.00			2,400.00	100.00%		
291	PO # 178323		5. Subdivision Vault 8" tee	900.00	900.00			900.00	100.00%		
292	PO # 178323		6. Subdivision Vault 8" valve	1,900.00	1,900.00			1,900.00	100.00%		
293	PO # 178323		7. Subdivision Vault 90 degree arrangement	4,800.00	4,800.00			4,800.00	100.00%		
294	PO # 178323		CEA#5 - Various Electrical Improvements								
295	PO # 178323		1. Provide power for irrigation controllers at the Pump Roo	1,260.00	1,260.00			1,260.00	100.00%		
296	PO # 178323		2. Extend data conduits at various locations per Telepro re	2,780.00	2,780.00			2,780.00	100.00%		
297	PO # 178323		3. Provide anchor bolts for relocated SB light pole	615.00	615.00			615.00	100.00%		
298	PO # 178323		4. Provide 2 gutter box enclosures per 360 request	1,050.00	1,050.00			1,050.00	100.00%		
299	PO # 178323		5. Sawcut floor for lecture hall seating as per KI	3,850.00	3,850.00			3,850.00	100.00%		
300	PO # 178323		CEA#5 - HVAC Improvements								
301	PO # 178323		1. Replace EF's 5, 6, and 7 to match the 120v eletricla servi	1,474.92	1,474.92			1,474.92	100.00%		
302	PO # 178323		CEA#5 - Credits								
303	PO # 178323		1. Deletion of Monument signs and concrete footings	(20,680.00)	(20,680.00)			(20,680.00)			
304	PO # 178323		2. Credit from Aluminum Handrail Savings	(10,000.00)	(10,000.00)			(10,000.00)			
305	PO # 178323		CEA #6 - ($1,388.16)								
306	PO # 178323		1. Door lite kits at offices	1,557.50		1,557.50		1,557.50	100.00%		
307	PO # 178323		2. Meter Vault Ladders	1,500.00	1,500.00			1,500.00	100.00%		
308	PO # 178323		3. Fire Extinguishers and fire lane stripping	1,745.00	1,745.00			1,745.00	100.00%		
309	PO # 178323		4. Pharr Logo - Power for LED lights	1,995.00	1,995.00			1,995.00	100.00%		
310	PO # 178323		5. Relocating cameras as requested by City of Pharr	415.66	415.66			415.66	100.00%		
311	PO # 178323		6. Additional painting for canopies	1,817.00	1,817.00			1,817.00	100.00%		
312	PO # 178323		7. Misc. painting due to relocated devices	770.00	770.00			770.00	100.00%		
313	PO # 178323		8. 15" Casing removed from CEA#5 (already purchased)	2,800.00	2,800.00			2,800.00	100.00%		
314	PO # 178323		9. Credit for CEA #5 change to lite kits vs. side lites	(11,212.00)	(11,212.00)			(11,212.00)			
315	PO # 178323		CEA#7 - Improvements throughout facility	4,345.00		4,345.00		4,345.00	100.00%		
316	PO # 178323		CO#1 CO3r3 Final Contingency Expenditure	5,465.20		5,465.20		5,465.20	100.00%		
317			**CONTINGENCY SUBTOTAL**	**311,350.25**	**299,982.55**	**11,367.70**		**311,350.25**	**100.00%**		
318											
319			**CHANGE ORDERS**								
320	PO # 178323		CO 3r3 Amphitheater Cast Conc Seating	32,610.00		32,610.00		32,610.00	100.00%		
321			**PRE-CONSTRUCTION SUBTOTAL**	**32,610.00**		**32,610.00**		**32,610.00**	**100.00%**		
322											
323			**PRE-CONSTRUCTION SERVICES**								
324	PO # 178323		Pre-Construction Services (1%) (GMP#2)	47,259.42	47,259.42			47,259.42	100.00%		
325			**PRE-CONSTRUCTION SUBTOTAL**	**47,259.42**	**47,259.42**			**47,259.42**	**100.00%**		
326											

PROJECT:
Pharr North Side Community Center PH2
1121 East Nolana Loop
Pharr, Texas 78577

APPLICATION NUMBER: 19 FINAL
APPLICATION DATE: 02/17/23
PERIOD TO: 01/31/23
ARCHITECT'S PROJECT NO: 972001

A	B	C	D	E	H	I	J	K	L	M	N
Item No.	PO#	Cost Code	Description of Work	Scheduled Value	Work Completed From Previous Application	Work Completed This Period	Materials Presently Stored (Not In H or I)	Total Completed And Stored To Date (H + I + J)	% (K/E)	Balance To Finish (E - K)	Retainage (K*RET)
327			**CMAR FEE**								
328	PO # 178323		**Construction Management Fee (5.5%) GMP#2**	259,926.81	259,926.81			259,926.81	100.00%		
329			**FEE SUBTOTAL**	**259,926.81**	**259,926.81**			**259,926.81**	**100.00%**		
330											
331			**GRAND TOTAL**	**4,758,552.00**	**4,714,574.30**	**43,977.70**		**4,758,552.00**	**100.00%**		

CHANGE ORDER REQUEST #3 r3

Project:
C2018 Pharr Northside Community Center
1121 E. Nolana Loop
Pharr, Texas 78577

Date:
Friday, February 17, 2023
RE:

Cast In place seating replacement

Description:
The cast in place concrete was installed as an alternate to the original pre-cast concrete seating. This was part of a $32,610 credit shown on CEA#3. We are proposing that the pre-cast concrete seating be cut down approximately 4" and the seat itself be replaced by a pre-cast concrete cap that would be flush with the stair landings. This would provide a consistent thickness on the seat itself. The cast in place concrete shall remain at the bottom row where the aluminum railing is installed. Ordering lead time for pre-cast concrete is approximately 8 weeks. The labor to demolish and install the new pre-cast concrete seat will take approximately 4 weeks. Demolition would start about 1 week prior to delivery of materials and installation of the cap and clean up should take about 3 weeks for an estimated completion date 11 weeks from date of acceptance of this change order.

TIME EXTENSION: 120 CALENDAR DAYS. THE NEW DATE OF SUBSTANTIAL COMPLETION FOR THE AMPHITHEATER IS NOVEMBER 3, 2022.

Replacement of Cast in place concrete seat with pre-cast concrete seat

Option #1

1	Saw cutting and demolition of top of seating at amphitheater	$25,200.00
2	4" Pre-Cast Concrete Cap	$32,746.88
3	Cast stone cap installation at curved stage walls	$5,086.90
4	Cost for drilling dowels/reinforcement	$1,000.00
5	Grass replacement/repair of landscaping	$3,515.70
6	Cleanup and debris removal	$1,000.00
7	Paint for Seating area (not part of original contract)	$3,898.00
8	Credit for back charge for original pre-cast work (unacceptable work) backcharge to Total Commitment	($11,500.00)
9	Remaining unused Contingency Allowance (after CEA#7)	($5,465.20)
10	**Voluntary Davila Construction, Inc. reduction**	($22,872.28)
	Subtotal	$32,610.00
	TOTAL CHANGE ORDER	**$32,610.00**

Approval of Change Order Request #3

Davila Construction, Inc. Project Executive 2-17-23
Signature Title Date

The Warren Group:
Signature Title Date

Brownstone Consultants, LLC:
Signature Title Date

City of Pharr:
Signature Title Date

MPT Construction

P.O. Box 52599
McAllen, TX 78505
PH: 956-792-5885

RECEIVED
OCT 5 4 2022
By C2018
C019/4200

PROPOSAL: **APPROVED**

By Albert Cardenas verified by Tony Vargas 11/2/22 10:03am C2018 04200 (O) Total $37,833.78

ATTN: General Contractors

PROJECT: Pharr North Park

This Proposal Is For Cast Stone Installation Labor And Materials Seat Cap
$ 32'746.88

The Following Are Exclusions:

- *No Paint or Coatings (Masonry)*
- *No Waterproofing/Moister protection*
- *No Caulking or Fireproofing*
- *No Flashing*
- *No Insulation*
- *No Wood Blocking*
- *No Demolition*
- *No Debris/Trash Hauling*
- *No Rebar Or Angle Iron*
- *No Retaining Walls*
- *No Compressible fillers*
- *No Door Frame Bracing*
- *No Epoxy*

Approved as change order

PowerPro
Concrete Cutting

Proposal & Acceptance

P. O. Box 1478 McAllen TX 78505 (956) 631-3379 (956) 451-3222

Date	Estimate
6/9/2022	20133

Customer

Davila Construction
tony.vargas@davilaconstruction.com

Job Site
1121 E Nolana
Pharr TX

Description		Cost	Total
Wall Sawing as marked: Score masonry/concrete wall 8" in depth and break, remove, and dispose concrete debris apppox 600 ln ft	600	42.00	25,200.00

Total **$25,200.00**

1. **Prices are for cutting only, cleaning fees apply.**
2. **Rigging, removal, and disposal by others, unless otherwise specified.**
3. **We are not responsible for damage caused by cutting anything concealed in the concrete.**
4. **We are not responsible for structural damage caused by cutting as directed by others.**
5. **We are not responsible for concrete breaking or spalding as a result of removal.**
6. **All layouts shall be done by others in advance. There is a $500 fee to wait for layouts.**
7. **Customer to direct where slurry will be disposed. There is a $1,200 fee to haul off slurry.**
8. **We are not responsible for water damage. Equip., materials, merchandise, etc., must be covered & protected by others.**
9. **Electricity and pressurize water must be provided by customer.**
10. **If the concrete is thicker, diameter is larger or the length is longer than originally quoted price will increase.**
11. **We are not responsible for slurry: staining walls, paving, flooring, etc.**
12. **The customer is responsible for directing where the slurry can be disposed off on the job site.**
13. **HOURS ARE 8 AM-5 PM, MON-FRI. ANY WORK REQUESTED AFTER HOURS MUST BE PAID IN ADVANCE.**

Payment is due at completion of the job.

Customer Name_____

Date_____

Customer Signature_____

MPT Construction

RECEIVED
OCT 5 4 2022
By

P.O. Box 52599
McAllen, TX 78505

PH: 956-792-5885

PROPOSAL:

ATTN: General Contractors

PROJECT: Pharr North Park

This Proposal Is For Cast Stone Installation Labor And Materials
Two Radius Walls Around Stage And Stage Wall
$ 5'086.90

The Following Are Exclusions:

- *No Paint or Coatings (Masonry)*
- *No Waterproofing/Moister protection*
- *No Caulking or Fireproofing*
- *No Flashing*
- *No Insulation*
- *No Wood Blocking*
- *No Demolition*
- *No Debris/Trash Hauling*
- *No Rebar Or Angle Iron*
- *No Retaining Walls*
- *No Compressible fillers*
- *No Door Frame Bracing*
- *No Epoxy*

MPT Construction

CHANGE ORDER

P.O. Box 52599
McAllen, TX 78205
Phone 956-792-5885 | Alt. Ph. 956-221-6711
Email aaronacm@att.net

CHANGE ORDER # 20
DATE 12/06/22

TO
Tommy Canul
Davila Construction
2205 N Jackson Rd
McAllen, TX 78501
tommy@davilaconstruction.com

FOR C2018 North Pharr Park

Description	Amount
Prep & Installation of Dowels	$1000.00
Total	**$1,000.00**

Make all checks payable to MPT Construction
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Aaron A Cardenas | 956-792-5885 | aaronacm9@gmail.com

THANK YOU FOR YOUR BUSINESS!

Earth Irrigation & Landscaping
Office 956-631-6686
1101 E Violet Ave.
McAllen, Tx 78504

Invoice

DATE	INVOICE #
11/2/2022	105623

BILL TO
Davila Construction 3400 N. McColl Rd McAllen, Texas 78501

APPROVED

RECEIVED
NOV 03 2022
By C2018/2950
Cont

By Albert Cardenas verified by Tommy Canul 11/08/22 11:49am C2018 02950 (S)

P.O. NO.	DUE DATE	PROJECT
Topsoil-Grass	11/17/2022	Pharr Northside C...

DESCRIPTION	QTY	RATE	AMOUNT
16 Yards of Topsoil, Freight & Delivery	1	587.80	587.80
18 Pallets TIF 419	1	2,727.90	2,727.90
Subtotal			3,315.70
Project: Pharr Northside			
Exempt from Sales Tax		0.00%	0.00

Thank you for your business.	**Total**	$3,315.70

accounting@earthirrigation.com

Invoice *Due:11/17/2022*
105623

Amount Due: $3,315.70

Dear Customer:

Your invoice-105623 for 3,315.70 is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,
Earth Irrigation & Landscaping

Please acknowledge receipt.

Davila Construction, Inc.

CHANGE ORDER

2205 N. Jackson Rd.
McAllen, TX 78501
Phone 956-630-9433

CHANGE ORDER # COR3r2
DATE 12/22/22

TO:
Tony Vargas
Davila Construction
2205 N Jackson Rd
McAllen, TX 78501
tony.vargas@davilaconstruction.com

FOR C2018 Northside Pharr Community Center

Description	Amount
Self-Perfromed Painting of Grass for Ribbon Cutting	$ 200.00
Self Perfromed Debris Removal	$ 1,000.00
Total	**$1,200.00**

If you have any questions concerning this invoice, contact Tommy Canul | 956-630-9433 | tommy@davilaconstruction.com

P.O BOX 3607 EDINBURG, TEXAS 78540 (956)655-1215 OR (956)789-2098 FAX (956)378-9390
sandra.ozuna@hotmail.com

July 21, 2022

PROJECT: PHARR COMMUNITY CENTER

FROM: ROBERT T. FLORES

ADDITIONAL WORK @ AMPHITHEATRE

The following proposal is for the labor and materials necessary to complete the above referenced project. The scope of work is as follows:

EXTERIOR WORK

AMPHITHEATRE STAGE AREA CONCRETEWALL

- Sand & apply wire brush to concrete to remove impurities
- Apply 1 coat of Sherwin Williams Loxon Concrete Primer
- Spray Sherwin Williams Ultra-Crete Texture Paint to concrete walls

TOTAL $1,553.00

SEATING AREA @ AMPHITHEATRE

- Sand / Apply wire brush to concrete to remove impurities
- Apply 1 coat of Sherwin Williams Loxon Concrete Primer
- Spray Sherwin Williams Ultra-Crete Texture Paint to concrete walls

TOTAL $2,345.00

TOTAL AMOUNT $3,898.00

EXCLUDES: No NP1, corner beads, and anything else not mentioned above.

SOUTH TEXAS PROFESSIONAL PAINTING & PRESSURE WASHING hereby proposed to furnish labor and materials to complete in accordance with the above specifications. All materials are guaranteed to be as specified. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Proposal shall be valid for (30) days unless extended in writing. If contract is awarded, this quote shall become part of such project. If you should have any questions, contact me at (956)789-2098 or (956)655-1215.
Thank you

ROBERT T. FLORES

Pharr Engineering

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON December 7, 2022 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	Amendment 2 - GMP 1
BID NO.:	Project No.1920-01-510-C012-001.
CONTRACT DATE:	11-19-2020
CONTRACTOR:	Davila Construction, Inc.
ADDRESS:	1121 E. Nolana Pharr, TX. 78577
PROJECT DESCRIPTION:	Site Work and Utility work for the French Garden, Community Center Building and Amphitheater.

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

2. That the sum of $ 0.00 , deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a '·Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Original Contract	$ 2,774,058.00
Change Orders	$ 0.00
Current Contract	$ 2,774,058.00
Total Earned to Date	$ 2,774,058.00
Less Previous Payments (-)	$ 2,774,058.00
Balance with Retainage	$ 0.00
Authorized Deductions (-)	$ 0.00
Final Payment	**$ 0.00**

6. That the **Final Payment** in the amount of $(0.00)
(Zero dollars and Zero cents.)
is due and payable.

The Warren Group Architects, Inc.
Architecture Firm

Architect's Signature

APPROVED BY:

Davila Construction, Inc.
Contractor

Signature

2-17-23
Date

APPROVED BY:

Ruben Alfaro, P.E.
City Engineer

Signature

Date

Pharr Engineering

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON December 7, 2022 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	Amendment 2 - GMP 2
BID NO.:	Project No.1920-01-510-C012-001.
CONTRACT DATE:	11-19-2020
CONTRACTOR:	Davila Construction, Inc.
ADDRESS:	1121 E. Nolana Pharr, TX. 78577
PROJECT DESCRIPTION:	Masonry and vertical construction of the French Garden, Community Center Building and Amphitheater.

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

2. That the sum of $ 0.00 , deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a '·Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Original Contract	$ 4,725,942.00
Change Orders	$ 32,610.00
Current Contract	$ 4,758,552.00
Total Earned to Date	$ 4,625,940.30
Less Previous Payments (-)	$ 4,625,940.30
Balance with Retainage	$ 237,259.55
Authorized Deductions (-)	$ 0.00
Final Payment	**$ 132,611.70**

6. That the **Final Payment** in the amount of $(132,611.70)
(One Hundred Thirty Two Thousand Six Hundred Eleven and Seventy Cents.is due)
and payable.

The Warren Group Architects, Inc.
Architecture Firm

Architect's Signature

APPROVED BY:

Davila Construction, Inc.
Contractor

Signature

2-17-23
Date

APPROVED BY:

Ruben Alfaro, P.E.
City Engineer

Signature

Date

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.D.
DATE SUBMITTED: February 15, 2023
MEETING DATE: February 20, 2023

FROM: Linda Coronado, Secretary

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Interlocal Agreement with Hidalgo County and the City of Pharr for library services for county calendar year 2023.**This item supports QL - Quality of Life.**

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

Issue: Library interlocal agreement to provide library services to all County residents

Fiscal Consideration: HCLS funding to 13 member libraries
Total County Budget $237,138.00
Each Member Library $14,777.69

Staff Recommendation: Staff recommends approval

Alternatives: No alternatives

Exclude Material from Public Packet? No
Reason: No exclusion

ROUTING:

Linda Coronado	Created/Initiated - 2/15/2023
Adolfo Garcia	Approved - 2/17/2023
Karla Saavedra	Approved - 2/17/2023
Patricia Rigney	Approved - 2/17/2023
City Management Office	Final Approval - 2/17/2023

FILED
AT 1:30 O'CLOCK P M
FEB 06 2023
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF PHARR, TEXAS

This Agreement is made effective as of this 2nd day of February, 2023, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF PHARR, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2023; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Pharr, Texas
Attn: City Manager
118 S Cage Blvd
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

19. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of February, 2023.

HIDALGO COUNTY, TEXAS

_____
Richard F. Cortez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

CITY OF PHARR, TEXAS

_____
Dr. Ambrosio "Amos" Hernandez, Mayor

ATTEST:

By: _____
Hilda Pedraza, City Secretary

APPROVED BY
COMMISSIONERS COURT
ON: 2/7/23

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____, City Attorney

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.E.
DATE SUBMITTED: February 16, 2023
MEETING DATE: February 20, 2023

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with Barton-Garcia Advisors, LLC. for consulting, management, implementation and compliance of TeamPharr.Net Methodist Healthcare Ministries awarded training program grant with outside partners. **This item supports IF - Infrastructure**.

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

Issue: The City of Pharr was awarded a grant from Methodist Healthcare Ministries for the implementation of several programs in regards to broadband awareness, educational improvements and job skills training with external stakeholders. We are seeking a consultant with expertise to help expedite deployment of such programs. (Project# 2223-32-510-S033-001)

Fiscal Consideration: Expense covered by grant.

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Jose Pena	Created/Initiated - 2/16/2023
Cynthia Garza	Approved - 2/16/2023
Maritza Magallan	Approved - 2/16/2023
Patricia Rigney	Approved - 2/16/2023
Karla Saavedra	Approved - 2/17/2023
City Management Office	Final Approval - 2/17/2023

CONSULTING SERVICES AGREEMENT
BETWEEN
THE CITY OF PHARR AND BARTON-GARCIA ADVISORS, LLC

This Consulting Services Agreement (the "**Service Agreement**") is entered into as of February ___, 2023 (the "**Effective Date**") by and between the City of Pharr, Texas, a home rule municipality ("**Pharr**"), with a principal office at 118 S Cage Blvd, Pharr, TX 78577 and Barton-Garcia Advisors, LLC, a private consultant with an office located at 25492 Mahogony Trail, San Antonio, Texas 78255 (the "**Consultant**"). Consultant and Pharr are sometimes individually referred to herein as a "party" and collectively as the "parties."

WHEREAS, Consultant, which is led by Jordana Barton-Garcia, is engaged in the business of providing consulting services in the areas of broadband and digital equity planning, representation and communications, and economic and fundraising development in relation to broadband infrastructure expansion, community development finance opportunities, and digital inclusion solutions; and

WHEREAS, Barton-Garcia's resume is attached at Exhibit A to this Service Agreement; and

WHEREAS, Pharr desires to retain Consultant and the services of Barton-Garcia to perform consulting services, as an independent contractor, on an advisory basis and as agreed by the parties on a project-by-project basis; and

WHEREAS, this Service Agreement defines the terms and conditions of the business relationship between the parties.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties mutually agree as follows:

AGREEMENT

1. **Contracted Services**

   a. General Services. This Service Agreement sets forth the terms under which Pharr may retain Consultant for the purposes of managing the Methodist Healthcare Ministries grant, receiving broadband and digital equity strategy advice and policy recommendations, grant and fundraising expertise, and representation and communications services. The purpose for the Service Agreement is to expand Pharr's broadband network capabilities and develop digital inclusion or telehealth programs, gain access to government or philanthropic grants and Community Reinvestment Act financing, engage in cooperative digital inclusion projects with community stakeholders, and participate in community economic development projects in exchange for a monthly fee as provided in Exhibit B. This Service Agreement, together with any Statements of Work ("**SOW**"), amendment to any SOW ("**SOW Amendment**"), and applicable exhibits, appendices, or other documents attached to or

incorporated by reference in this Service Agreement, SOW, or SOW Amendment shall be collectively referred to as the "**Agreement.**"

b. Statements of Work. This Service Agreement shall apply to the delivery of consulting services in the areas of broadband, digital inclusion solutions, community development finance, philanthropic investment, financial institution community investment, public-private partnerships for digital workforce development and other initiatives, community engagement and collaboration, government relations support, representation and communications, and related areas of policy, research, regulation, business development, economic development, strategic planning, and related considerations as further described in any SOWs that may be approved by the parties. Any such SOW must be in writing and becomes effective when signed by both parties. All SOWs shall be governed by this Service Agreement (the services and functions described in this Service Agreement of any SOW are hereafter referred to as the "**Services**"). This Agreement shall govern each SOW between Pharr and the Consultant unless the SOW clearly indicates otherwise. By incorporating certain SOWs as exhibits to this Service Agreement, Pharr concurs with the terms of the SOWs.

c. Amendments to SOWs. In the event that the scope of the Services is expanded, revised, or modified by any SOW, the parties shall prepare and sign a SOW Amendment, which shall be incorporated into this Agreement as an addendum to the particular SOW to which it refers. No changes to a SOW shall become effective until both parties have signed the SOW Amendment.

d. Acceptance/Rejection of Services. Any written document, report, presentation, or recommendation delivered by Consultant pursuant to a SOW, or any representation by Consultant of Pharr before any third-party, governmental body, conference, gathering, or industry event, as agreed by the parties under this Service Agreement pursuant to a written or oral directive shall be considered "Work" as that term is defined in section 3. Regarding any written material, Pharr shall have thirty (30) days following the delivery or completion of such Work (the "**Acceptance Period**"), to evaluate the written work product for conformance to any agreed instructions and requirements set forth in the applicable SOW and to make revisions and edits as discussed by the parties ("**Acceptance Criteria**"). If the work product fails to materially conform to the applicable Acceptance Criteria, Pharr may reject the Work and any related Services by a written notice given before the end of the applicable Acceptance Period and require further revisions and edits to be completed within ten (10) days of the receipt of such notice; otherwise, the Work and related Services shall be deemed accepted. Regarding any representation by Consultant of Pharr, Consultant shall provide Pharr a written or, if permitted by Pharr, oral report, as appropriate, of such representation and upon delivery of such report the Work shall be considered accepted and Service delivered at the end of the Acceptance Period. In some instances, such representation may lead to the pursuit of new projects or activities which may or may not be documented in a SOW. If such Work is not documented in a SOW, Consultant shall communicate with Pharr and the parties shall agree on the appropriate course of action or next steps that Consultant shall take to pursue such project or activity on behalf of Pharr.

e. Informal Services. Consultant may, from time to time, perform services or provide work that is not explicitly covered in this Service Agreement, a SOW, or SOW Amendment to advance the interests of Pharr, in each case, as requested or directed by Pharr. Unless Pharr and Consultant agree otherwise in writing, then any such services and work shall be subject to the terms and conditions of this Agreement and shall be "Services" and "Work" as those terms are defined in this Agreement. However, no fees or expenses shall be payable in exchange for such services or work unless agreed by the parties in writing.

2. **Fees and Payment Terms**.

a. Fees. In exchange for the Services or Work performed by Consultant, as set forth in this Agreement or any applicable SOW, Pharr agrees to compensate Consultant at the rates identified in the fee schedule set forth in Exhibit B and/or the applicable SOW.

b. Invoices. Invoices shall be provided within ten (10) Business Days of the first day of the month and shall include sufficient detail to identify the services or work performed or match the invoiced amounts to respective SOWs. Such detail shall include the type of Service, the date(s) on which the Service was performed, and the fees due. Consultant must submit invoices to the following address: City of Pharr, Attn: Jose Pena, 118 S Cage Blvd, Pharr, TX 78577. Charges will be paid within thirty (30) days after they are invoiced. If there is a dispute with respect to any portion of an invoice, Pharr shall pay the undisputed portion and provide written details specifying the basis of any dispute and the parties shall address the billing issue in good faith within five (5) business days.

c. Expenses. Pharr shall reimburse Consultant actual and necessary out-of-pocket expenses as reasonably and customarily incurred by Consultant in connection with the performance of Services, in each case, only to the extent pre-approved by Pharr in writing. Additional expenses for materials or services may only be incurred by Consultant and charged to Pharr if prior written approval from Pharr has been obtained in advance.

3. **Independent Contractor**. The parties recognize that Consultant and Ms. Barton-Garcia are independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the parties. The Consultant and any Consultant employees, contractors, representatives, or agents who are assigned to perform services on behalf of Pharr shall be considered independent contractors only and will not be considered an agent or employee of Pharr for any purpose. Consultant will be solely responsible for payment of all compensation owed to employees, contractors, representatives, or agents, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law.

4. **Confidential Information**.

a. The parties understand and acknowledge that they may, from time to time, disclose and receive Confidential Information. The following information is "**Confidential Information**": the terms of this Agreement, and all information exchanged by or on behalf of the parties during negotiations culminating in this Agreement and during the Term of this Agreement; any information related to a party's performance of, or failure to perform, this Agreement; any information that is marked or designated as "Confidential" at the time of disclosure; any information related to that party's assets, liabilities, finances, business strategies, product development plans, operations, technology, know-how, trade secrets, inventions, techniques, processes, source code, schematics, designs, network topology, network and data storage information, customers, vendors, and personnel; and all other information that a reasonable person would understand to be confidential given the nature of the information and/or the circumstances of disclosure. During the term of this Agreement and thereafter as applicable, the receiving party will not (i) use the Confidential Information except to perform its duties and obligations under this Agreement or (ii) disclose the Confidential Information to any third party without the prior written consent of the disclosing party, except that the receiving party may disclose the Confidential Information to its employees, agents, and representatives who need to know the information to represent or advise it with respect to the subject matter of this Agreement and who are bound by written non-disclosure obligations at least as stringent as those stated in this Agreement. The receiving party shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, and representatives. In no event shall the parties use the other party's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of the owner. The receiving party's obligations with respect to the Confidential Information also extend to any third party's proprietary or confidential information disclosed to receiving party under this Agreement.

b. This confidentiality obligation will not apply to the extent that the receiving party can demonstrate that: (i) the Confidential Information is available to the public at the time of disclosure; (ii) the Confidential Information thereafter becomes available to the public, except by breach of the provisions of this Agreement or violation of law or other agreement; (iii) the receiving party can establish by written evidence that it had possession of the Confidential Information prior to the time of disclosure; (iv) the Confidential Information is received by the receiving party from a third-party that is not bound by a confidential relationship with the disclosing party; or (v) the Confidential Information was developed by employees or agents of the receiving party independently of and without reference to any Confidential Information.

c. If the receiving party is requested or required (e.g., by deposition, interrogatory, request for documents, subpoena, civil investigative demand, open records request, or similar process) to disclose any of the Confidential Information, then the receiving party will notify the disclosing party (to the extent legally permissible) promptly in writing so that the disclosing party may seek any appropriate protective order and/or take any other action. In any event that the receiving party is legally compelled or obligated to

disclose any of the Confidential Information, such Confidential Information may be disclosed as required; provided, however, that the receiving party will use its best efforts to minimize the disclosure of such information.

d. To the extent allowed by law including retention requirements, each party shall return or irretrievably destroy the other party's Confidential Information and all material which is derived from the Confidential Information immediately on completion of the Agreement, or earlier on request of the other party, provided that a party may retain the other party's Confidential Information only if reasonably necessary to use the Services, or to maintain reasonable and customary business records. On request of a party, an officer of the other party shall certify its compliance with the preceding sentence.

e. The parties agree that the disclosure of Confidential Information by the receiving party will cause the disclosing party irreparable damage for which recovery of money damages would be inadequate. The disclosing party is therefore entitled to injunctive relief in addition to all other remedies available at law.

5. **Security; Data Privacy**.

a. General Security. Consultant shall comply with all of Pharr's policies at all times, related to the physical security of its facilities and cyber security of its electronic systems and its Confidential Information, as applicable (collectively, the "**Security Policies**").

b. Network Security. Consultant shall take commercially reasonable security measures to protect Contractor's computer systems, networks and databases, and the data processed, transmitted or stored thereon against the risk of penetration by, or exposure to, a third party via any system or feature utilized by Consultant in performing Services or accessing such systems. Consultant shall not attempt to access Pharr's secure network(s), databases, or other information systems without Pharr's prior written consent, either via its personnel performing Services onsite or remotely.

c. On-Site Security. Consultant personnel who perform Services on Pharr's premises will comply with Pharr's on-site security requirements, as they may be modified from time to time.

d. Data Privacy. Consultant agrees that if, as part of performing the Services, it has possession of any Pharr customer data that is subject to legal or regulatory privacy or security requirements under state or federal laws the Consultant shall comply with such laws to protect such data from public disclosure.

6. **Term and Termination**.

a. Term. The initial term of this Services Agreement will commence on the Effective Date set forth above and will continue for one year (1) year with the opportunity to be renewed as the grant is available (the "**Initial Term**"). Upon expiration of the Initial

Term, this Services Agreement shall automatically renew for consecutive one (1) year periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") unless and until either party gives at least thirty (30) days prior written notice of its intent not to renew. In the event that a SOW provides for a different Term, the term of the SOW will apply to that specific SOW only. This Service Agreement shall survive as to any SOW that is executed during the Term until the expiration or termination of the SOW.

b. Termination. Following the Initial Term, either party may terminate this Service Agreement by providing the other party at least thirty (30) days' advance written notice, provided, however, that a SOW with its own Term will be remain in effect until expiration of the Term unless otherwise terminated as set forth herein.

c. Termination for Convenience by Pharr. During the Term, Pharr may terminate this Agreement and/or any applicable SOW for any reason or no reason on thirty (30) days' advance notice to Consultant. For clarity, upon termination in accordance with this provision, Pharr will pay a pro rata portion of the retainer for the month in which termination (or will receive a pro rata refund for such monthly retainer if prepaid) and will pay any fees or expenses for Work or Services performed under an SOW through the termination date. Otherwise, upon termination hereunder, Pharr shall have no further responsibility for the monthly retainer or the payment of any fees or expenses to Consultant. Following receipt of notice of termination hereunder, Consultant will use commercially reasonable efforts to minimize and conclude any ongoing Services or Work and will deliver any completed yet undelivered or in-progress Work to Pharr on the termination date.

d. Payments Due Post Termination. The termination of this Agreement shall not release either party from the obligation to make payment of all amounts due or payable through the termination date.

7. **Warranty of Services**. Consultant represents and warrants that:

a. all Services performed pursuant to this Agreement shall be performed by qualified personnel in a good and workmanlike manner and otherwise in accordance with the general standards and practices in the relevant industry in existence at the time the Services are being performed;

b. the Services and the Work will be provided in accordance with any the terms and conditions of this Agreement or the specifications or requirements that the parties have agreed upon in a SOW;

c. it has and shall maintain all licenses, permits, qualifications, insurance, and approvals required to perform the Services;

d. no Work or Services will infringe on the copyright, patent, trade secret, or other intellectual property rights of a third party; and

e. as of the Effective Date, there are no actions, suits or proceedings pending against Consultant alleging infringement, misappropriation, or other violation of any intellectual property rights related to any Work or Service contemplated by this Agreement.

The warranties expressed herein are the only warranties made with respect to the Services performed hereunder.

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT CONSULTANT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE.

8. **Indemnification, Insurance, and Limitation of Liability**.

a. To the extent allowed by law, each party (the "indemnifying party") shall indemnify, defend, and hold the other party (the "indemnified party") harmless against and from any third-party claim arising out of or related to the indemnifying party's breach of this Agreement (including, without limitation, any breach of representation or warranty hereunder) or otherwise arising out of the indemnifying party's negligence, willful misconduct, or violation of any applicable law.

b. In support of the foregoing and Consultant's other obligations under this Agreement, during the Term of this Agreement and for a period of at least two years thereafter (to the extent any policies are issued on a "claims made" basis), Consultant shall maintain commercial general liability and commercial vehicle insurance with limits of not less than $1,000,000 per incident and $2,000,000 in the aggregate, workers' compensation insurance as required by the laws of the State of Texas, and, if applicable in light of the Services to be performed, professional errors and omissions insurance with limits of not less than 1,000,000 per incident and $2,000,000 in the aggregate, along with any other insurance that is necessary or customary in light of the Services to be performed. If requested by Pharr, Consultant will add Pharr as an additional insured on its commercial general liability policy with appropriate designations making such coverage primary and non-contributory to Pharr's own coverage. Consultant will provide written evidence of such required insurance coverage upon Pharr's request.

c. NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THE AGREEMENT LIMITS OR EXCLUDES EITHER

PARTY'S LIABILITY FOR LOSS OR DAMAGE RESULTING FROM PAYABLE UNDER THE PARTY'S INDEMNIFICATION OBLIGATION HEREUNDER OR OTHERWISE FOR DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE, OR ANY FRAUD OR FRAUDULENT MISREPRESENTATION.

9. **Survival**. The following provisions shall survive expiration or termination of this Agreement: Confidential Information, Ownership of Materials Related to Services, Indemnification, Insurance, and Limitation of Liability, and any other provisions that by their nature are intended to survive expiration or termination.

10. **Miscellaneous Clauses.**

    a. Non-Restrictive Relationship. Consultant may provide the same or similar services to other customers and Pharr may utilize other service providers or consultants that are competitive with Consultant.

    b. Conflict of Interest. During the Term of this Agreement, Consultant shall not undertake any new relationships with parties that could give rise to a conflict of interest without the written consent of Pharr. A conflict of interest includes, but is not limited to, those conflicts which prevent the Consultant from professionally and ethically carrying out all terms of this Agreement, including, an organizational conflict of interest, which exists when, because of other activities or relationships with third parties, Consultant is unable to render impartial assistance, advice, or Services to Pharr, or Consultant's objectivity in performing the Services is impaired. Provided, however, that Pharr understands that Consultant is engaged in a social enterprise with the objective of creating partnerships, cooperation, and coordination between and among public and private stakeholders that will lead to universal availability and affordability of broadband service as the driver for economic development and improvements in quality of life for communities served by Pharr. Given one or more policy choices or business opportunities that will advance these overall objectives, Consultant will recommend the benefits of those policy choices and business opportunities over alternative scenarios that may only benefit Pharr at the expense of other stakeholders. The parties agree and understand that making such recommendations does not constitute a conflict of interest. To the contrary, Consultant is being engaged specifically because of the ability to bring together diverse stakeholders that may set aside differences and/or recognize the ability to work together as part of a collaborative effort to advance opportunities in the digital economy through the deployment of universal availability and affordability of broadband service throughout the Pharr service area.

    c. Trademarks. Neither party may use the other party's name, logo, trade or service marks, or similar indicia without the other party's prior written consent. Except as expressly stated herein, each party retains all right, title and interest in and to its intellectual property.

    d. Force Majeure. Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from

causes beyond its control, including and without limitation: failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; pandemics; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market (each, a "Force Majeure Event"); provided that, upon the occurrence of a Force Majeure Event, the affected party notifies the other party in writing and uses commercially reasonable efforts to recommence performance as soon as possible.

e. Notices. All notices required under or regarding this Agreement will be in writing and will be considered properly given if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), or sent by courier (confirmed by receipt) addressed to the following designated parties:

If to Pharr:	If to Consultant:
City of Pharr Attn: Anali Alanis, City Manager Copy to: Cynthia Garza Reyes 118 S. Cage Blvd Pharr, TX 78577	Barton-Garcia Advisors, LLC Attn: Jordana Barton-Garcia 25942 Mahogony Trail San Antonio, Texas 78255

f. Severability. If any term or provision of this Service Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Service Agreement will not be affected. In the event an ambiguity or question of intent or interpretation arises, this Service Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Service Agreement.

g. Captions. The section headings in this Service Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Service Agreement.

h. Entire Agreement. This Service Agreement together with all applicable exhibits, SOWs and/or SOW Amendments incorporated herein constitute the entire agreement between the parties and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Service Agreement.

i. Amendments. The Service Agreement may be amended only by an instrument in writing executed by the parties hereto. Except as to those matters that the Service Agreement expressly authorizes variation in a SOW, this Service Agreement may not be modified as to or by any SOW.

j. Applicable Law and Venue. This Service Agreement is performable in Texas and is governed by the laws of the State of Texas. Exclusive venue for all actions under this Service Agreement shall be in the state courts of Hidalgo County, Texas.

k. Assignment. Consultant shall not assign the Services, or any part thereof, without the previous written consent of Pharr.

l. Successors and Third-Party Beneficiaries. This Service Agreement shall inure to the benefit of Consultant and Pharr and any successors or assigns of Consultant and Pharr. No third parties shall have any rights hereunder.

m. Authorization. Each party represents and warrants that all consents or approvals required for the execution, delivery and performance of this Service Agreement have been obtained and that each party has the right and authority to enter into and perform its covenants contained in this Service Agreement.

n. Adherence to Laws. Consultant and its representatives or agents agree that in carrying out their duties and responsibilities under this Service Agreement, they will adhere to all applicable laws and regulations.

o. Signatures. Any documents signed in connection with the Service Agreement may be signed in multiple counterparts which, taken together, will constitute one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures. Each person executing this Service Agreement warrants that he is authorized to do so on behalf of the party for whom he signs this Service Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of the Effective Date.

City of Pharr	**Barton-Garcia Advisors, LLC**
_____	_____
Signature	Signature
_____	_____
Printed Name	Print Name
_____	_____
City Manager	Title
_____	_____
Date	Date

Attachments:

Exhibit A: Jordana Barton-Garcia Biography and Resume
Exhibit B: Description of General Consulting Services, Specific Consulting Projects, and Rate Schedule
Exhibit D: Placeholder for future Statements of Work (SOWs)

<u>Exhibit A</u>
Jordan Barton-Garcia Resume

JORDANA BARTON-GARCIA
SENIOR FELLOW, CONNECT HUMANITY
PRINCIPAL, BARTON-GARCIA ADVISORS

25942 MAHOGONY TRAIL
SAN ANTONIO, TEXAS 78225
512.731.7223
BARTON-GARCIA.COM &
CONNECTHUMANITY.FUND
jordana@barton-garcia.com

BOARD SERVICE AND MEMBERSHIP

Digital Texas, Steering Committee & Chair of the Infrastructure Committee, 2020-present

Texas Health Improvement Network, Advisory Board, University of Texas System, 2016-Present

Harvard Adaptive Leadership Network, Member 2016-Present

Digital Inclusion Alliance San Antonio, Steering Committee, then Advisory Board, April 2017- Present

Digital Opportunity for the Rio Grande Valley, Steering Committee, 2016-2019

EXPERIENCE

Present	Senior Fellow, Connect Humanity and Principal, Barton-Garcia Advisors
2020-2022	Vice President for Community Investments, Methodist Healthcare Ministries
2013-2020	Senior Advisor, Community Development, Federal Reserve Bank of Dallas-San Antonio
2008-2013	Vice President, Community Development Banking, Capital One Bank, N.A.
2006-2008	Vice President for Development and Communications, Accion Texas (LiftFund) and founder and co-director of the Latino Financial Issues Program (in partnership with the University of Texas San Antonio)
2000-2005	Assistant Director for Programs & Public Affairs, Center for Mexican American Studies, The University of Texas at Austin
1995-2000	Program Coordinator and Director of the Latino Leadership Opportunity Program, Center for Mexican American Studies, The University of Texas at Austin

EDUCATION

MPA, Harvard University, John F. Kennedy School of Government

BS, English and Government-Education, minor in Communications, Kappa Delta Pi Honor Society, The University of Texas at Austin

AWARDS & DISTINCTIONS

Inducted into the San Antonio Women's Hall of Fame, 2020

Salud Hero, from Salud America, UT Health and Robert Wood Johnson Foundation, 2020.

Featured in "Latinas Edition," *Latino Leaders* publication, "Jordana Barton: Leading Efforts for Texas' Digital Divide," 2020.

National Community Broadband Hero of the Year Award from the National Association of Telecommunications Officers and Advisors (NATOA), 2018

Federal Policy Champion Award, National Broadband Communities Conference, 2018

Federal Reserve Bank of Dallas 11K Star Awards 2014, 2015, 2016

Corporate Philanthropist of the Year, Association of Fundraising Professionals (Capital One), 2012

NEXT Award for Opportunity Finance (Accion Texas), MacArthur Foundation, 2007

PUBLICATIONS AND PAPERS

Joint letter: A strengthened Community Reinvestment Act must advance digital equity, Jordana Barton-Garcia, Senior Policy Fellow, Connect Humanity (2022).

Brownsville: Planning the Infrastructure of the Digital Economy, by Jordana Barton, Architectural League of New York, (2021).

Connecting Communities During COVID-19: A Quick Guide to Broadband Solutions, by Jordana Barton, Federal Reserve Bank of Dallas (2020).

"Preparing Workers for the Expanding Digital Economy," by Jordana Barton, a chapter in *Investing in America's Workforce: Improving Outcomes for Workers and Employers*, a book series of the Federal Reserve System, Rutgers University, the University of Texas at Austin, and the Upjohn Institute for Employment Research (2018).

"Telehealth Along the Texas-Mexico Border," by Jordana Barton. Texas Tech Health Sciences Center, *Rural Health Quarterly*, (2018), http://ruralhealthquarterly.com/home/2018/06/23/telehealth-along-the-texas-mexico-border/

"Telehealth Initiatives Highlight the Need to Close the Digital Divide," by Jordana Barton. Federal Reserve Bank of Dallas (2018), https://www.dallasfed.org/cd/pubs/telehealth.aspx

"Closing the Digital Divide: A Framework for Meeting CRA Obligations," by Jordana Barton. Federal Reserve Bank of Dallas (2016), https://www.dallasfed.org/cd/pubs/digitaldivide.aspx

"Las Colonias in the 21st Century: Progress Along the Texas-Mexico Border," by Jordana Barton, et. al. (2015), Federal Reserve Bank of Dallas, https://www.dallasfed.org/assets/documents/cd/pubs/lascolonias.pdf, & micro-website www.dallasfed.org/~/media/microsites/cd/colonias/index.html

"Las Colonias Along the Texas-Mexico Border," *by Jordana Barton, et.al. (2015), in Ten-Gallon Economy: Sizing Up Economic Growth in Texas,* edited by Pia M. Orrenius, Jesús Cañas, Michael Weiss.

"Revisiting the Civic Culture, George I. Monsivais's *Hispanic Immigrant Identity: Political Allegiance vs. Cultural Preference,"* Harvard Journal of Hispanic Policy, by Jordana Barton and Lisa Montoya, Ph.D., Volume 17, (2004-2005).

SAMPLE SPEAKING ENGAGEMENTS

Panelist for "The (Big) Data Economy: Inclusion and Fairness" at Decade of Digital Inclusion Virtual Symposium-University of California, Berkeley, Marconi Society (2022).

Presented on broadband, economic development, and the Community Reinvestment Act at the Broadband Economic Summit, Vicksburg, Mississippi (2022).

Panelist on "What's Next in Broadband Financing" at the Broadband Access Summit, Cleveland, OH, Pew Charitable Trusts (2022).

Presented on expansion of fiber broadband for economic transformation along the Texas-Mexico border for a field hearing of the U.S. House Select Committee on Economic Disparity and Fairness in Growth, Weslaco, TX (2022).

Panelist on "The Digital Divide Abides," at the Texas Tribune Festival, Austin (2020).

National Digital Inclusion Alliance, Net Inclusion Summit, Charlotte, North Carolina. Provided a CRA-Digital Inclusion Training Session on Broadband and Racial Equity with Libraries Without Borders and conference panel on "Financial Institution support for Digital Inclusion Programs" (2019).

Presented on "Digital Inclusion in Education," for Leadership SAISD's EdChats series at CAST Tech High School, San Antonio.

Presented “Rural Broadband and Digital Inclusion” for the Community Reinvestment Act Roundtable in Tifton, Georgia, hosted by the Atlanta Fed, the OCC, and the FDIC (2019).

Presented “Broadband: State and Federal Efforts,” in Washington, DC, for the National Conference of State Legislatures and the Pew Charitable Trusts (2019).

Presented the keynote on “Digital Equity, Economic Mobility, and Access to Financial Services,” for the Financial Women in Texas Luncheon (2019).

Workshop in Brownsville with municipal government officials, UTRGV, BISD, economic and workforce development agencies, and other stakeholders to help facilitate the City’s broadband expansion and Digital Inclusion Plan (2019).

Presented briefing for Chair Janet Yellen, Chair designate Jerome Powell, and the Board of Governors of the Federal Reserve System, Washington, DC, on “Workforce Development and Labor Market Outcomes” (2018).

“Rural Broadband for Economic Development” panel presentation, 9th Annual Texas Rural Challenge, New Braunfels, TX. Hosted by the UTSA Economic Development-Small Business Development Centers (2018).

Co-Designed the “Connected Coast Broadband Summit,” Rockport, TX, sponsored by Texas A&M University Corpus Christi. Presented, “Broadband and Digital Inclusion for Economic Development and Resilience” (2018).

SXSW Festival in Austin. Presented on Digital Inclusion for the panel “Can You Hear Me Now? The Rural Broadband Debate” (2017).

Presented “Digital Inclusion and Economic Mobility,” Wellesley College, Wellesley, Massachusetts (2017).

Designed the Interagency CRA Roundtable at the FRB Dallas-San Antonio Branch to train banks and their partners on the 2016 CRA guidance. Hosted and delivered a presentation on “Digital Inclusion, Workforce Development and the Future of Work.” (2017).

Presented “The Digital Divide and Telehealth in Rural South Texas” at the F. Marie Hall Institute for Rural and Community Health and the Texas Tech University Health Sciences Center, 2017 Rural Health at the Crossroads Conference: Managing Challenges and Disparities in Rural Health, Amarillo Civic Center, Amarillo (2017).

Panelist for, “Statewide Issues: Broadband” for the 8th Annual Texas Rural Challenge Conference, The University of Texas at San Antonio-Institute for Economic Development, Waco, TX (2017).

Keynote presentation on “Broadband and Digital Inclusion for Rural Economic Development” for rural broadband executives, board members, and GVNW Consulting, Inc., J W Marriott Resort, San Antonio (2017).

Presented “Preparing Workers for the Expanding Digital Economy” for the Investing in America's Workforce: Improving Outcomes for Workers and Employers Conference, hosted by the Federal Reserve System, the John J. Heldrich Center for Workforce Development at Rutgers University, and the Ray Marshall Center for the Study of Human Resources, LBJ School of Public Affairs, The University of Texas at Austin (2017).

Presented keynote, “Closing the Digital Divide: A Framework for Meeting CRA Obligations,” at the symposium, Policies to Narrow the Digital Divide, at the Heldrich Center for Workforce Development, Rutgers University, New Jersey (2017).

Presented “Digital Equity and CRA” for the Federal Reserve Bank of Richmond in Charlotte, North Carolina, Banker’s CRA Training (2016).

Plenary panel presentation on “Digital Equity and Opportunity and CRA” at the Net Inclusion Summit, Kansas City, Missouri, sponsored by the National Digital Inclusion Alliance, NDIA (2016).

Designed, presented and served as facilitator at the "Southwest Border Colonias: Housing and Sustainable Development in the 21st Century," United Nations Habitat III U.S. Domestic Conference, sponsored by the Dallas Fed, the U.S. Department of Housing and Urban Development, and the Texas State Affordable Housing Corporation, held at The University of Texas at El Paso (2016).

Presentation on “Closing the Digital Divide: A Framework for Meeting CRA Obligations” at The White House, ConnectHome Summit, Washington, DC (2016).

Opening keynote address: “Closing the Digital Divide: The Vital Role of School Districts and Public-Private Partnerships.” Association of Latino Administrators and Superintendents (ALAS) 13th Annual Education Summit: Leading and Learning in a Digital Era, Philadelphia, Pennsylvania (2016).

Presented “Las Colonias in the 21st Century Research Seminar,” Board of Governors, Federal Reserve System, Washington, DC (internal and external presentations) (2015).

Briefed the newly appointed Texas Secretary of State on the Texas border colonias study (2015).

Designed and executed the “Las Colonias in the 21st Century: Progress Along the Texas-Mexico Border Conference,” McAllen, Texas. Served as panelist and facilitator (2015).

Presentation on “Digital Inclusion and CRA,” White House ConnectHome Summit, Washington, DC (2015).

Woodrow Wilson Center for Scholars—"Innovation on the Texas-Mexico Border: Building on Border Assets." Designed the event with the Wilson Center and served as a panelist, Washington, DC (2015).

SAMPLE MEDIA INTERVIEWS

"San Antonio's stimulus proposal reads like a long overdue anti-poverty plan," https://www.expressnews.com/news/news_columnists/elaine_ayala/article/Ayala-San-Antonio-s-stimulus-proposal-reads-15315660.php, San Antonio Express News

"How San Antonio Plans to Tackle the Digital Divide," https://www.expressnews.com/business/local/article/How-San-Antonio-plans-to-tackle-the-digital-15336110.php, San Antonio Express News

"Digital divide is a high stakes challenge as the Fort Worth school year begins online," https://infodisplay.infodesk.com/item/999877b5-72bb-44d8-a5d2-fe067b34d9e5.html?CU=frb8163&APP=6, Fort Worth Star Telegram

"Dallas ISD wants to Create Private Wireless Networks," https://www.keranews.org/education/2020-09-08/dallas-isd-wants-to-create-private-wireless-networks-to-help-families-without-internet-access, KERA Public Radio

"A National Crisis as Coronavirus Forces Many Schools Online," https://www.washingtonpost.com/education/a-national-crisis-as-coronavirus-forces-many-schools-online-this-fall-millions-of-disconnected-students-are-being-left-behind/2020/08/16/458b04e6-d7f8-11ea-9c3b-dfc394c03988_story.html, Washington Post

"Signs of Digital Distress," https://www.brookings.edu/wp-content/uploads/2017/09/broadbandreport_september2017.pdf, Brookings Institution

"How SAHA is reducing the digital divide," https://www.expressnews.com/news/local/amp/How-SAHA-is-reducing-the-digital-divide-13841406.php, *San Antonio Express-News*

"Still Buffering: People's deployed fiber network in East Texas," https://tylerpaper.com/news/local/still-buffering-people-s-deployed-a-million-fiber-network-in/article_685216fc-5c90-11e9-b5ab-9369add0607f.html, *Tyler Morning Telegraph*

"Texas economy benefits more than any other state by connecting rural residents," https://www.tpr.org/post/report-texas-economy-benefits-more-any-state-connecting-rural-residents, *Texas Public Radio*

"You're Doing This To Allow Your Communities To Survive:' Rural Electric Co-ops On Broadband,"

https://www.tpr.org/post/youre-doing-allow-your-communities-survive-rural-electric-co-ops-broadband, *Texas Public Radio*

"Texas Legislature Poised for Biggest Broadband Push in State History," https://www.tpr.org/post/texas-legislature-poised-biggest-broadband-push-state-history-still-catching, *Texas Public Radio*

"EXCLUSIVE: Largest entrepreneurial center south of San Antonio to be built in Brownsville," https://www.wdtnn.com/state-network/item/41003-exclusive-largest-entrepreneurial-center-south-of-san-antonio-to-be-built-in-brownsville-rio-grande-guardian, *Rio Grande Guardian, Workforce Development Technology News Network*

"Dallas Fed says closing the digital divide is key to growing the workforce," https://www.dallasnews.com/business/technology/2019/08/06/dallas-fed-says-closing-digital-divide-key-growing-workforce, *Dallas Morning News* (published in multiple outlets)

"Dallas' digital haves and have-nots," https://interactives.dallasnews.com/2019/dallas-digital-divide/, *Dallas Morning News*

"Closing the digital divide: A more connected workforce means a more prosperous Dallas: Broadband Connectivity is worst in the parts of our city that need it most" https://www.dallasnews.com/opinion/editorials/2019/09/02/closing-the-digital-divide-a-more-connected-workforce-means-a-more-prosperous-dallas/, *Dallas Morning News*, Editorial Board

"Area leaders spoke Tuesday at the Digital Inclusion Forum, a series about the consequences of San Antonio's digital divide and how to bridge the gap," https://therivardreport.com/area-leaders-internet-access-a-necessity-not-a-luxury/, *Rivard Report,* with variations on the story in the *San Antonio Express News* and *Laredo Morning Times*

"There is a major digital divide on the Texas-Mexico border, one of the least connected parts of the country," National Public Radio, Marketplace, May 2018, https://www.marketplace.org/2018/05/03/tech/there-major-digital-divide-texas-mexico-border-one-least-connected-parts-country

"Overlooked U.S. Border Shantytowns Face Threat of Gathering Storms," Https://Tmsnrt.Rs/2llhqdm, *Reuters*

"Study: San Antonio Among the 'Worst Connected' U.S. Cities," https://therivardreport.com/study-san-antonio-among-worst-connected-u-s-cities/, *Rivard Report*

'Closing the Digital Divide': Connecting the Least Connected in Texas, http://www.tinyurl.com/yc45o2lj, *Texas Public Radio*

"SA2020: Neighborhoods, Downtown Development, Family Well-Being," http://bit.ly/2BzI1aq, *Texas Public Radio*

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"Tierrabyte: Addressing San Antonio's Digital Divide," *Rivard Report*

"Bridging the Gap of NJ's Digital Divide," *PBS, NJTV News*

"San Antonio Scores Poorly on Internet Access," *Texas Public Radio*

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BBVA Compass Helps Tackle Rio Grande Valley's Digital Divide with Innovative Pilot Program, https://www.bbva.com/en/bbva-compass-helps-tackle-rio-grande-valleys-digital-divide-innovative-pilot-program/, May 2017

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"American Neighborhoods Without Water, Sewers, or Building Codes. Low-income residents bought cheap land outside of border cities decades ago. But the promised infrastructure never came." http://www.theatlantic.com/business/archive/2016/03/the-americans-without-running-water/471909/, *The Atlantic*

Exhibit B
Description of General Consulting Services, Specific Consulting Projects, and Rate Schedule

- **General Consulting Services**

Jordana Barton-Garcia, principle of Barton-Garcia Advisors, LLC, will lead the delivery of Services and production of Work under the Service Agreement. Included as Exhibit A is the resume of Ms. Barton-Garcia. The purpose for the Service Agreement is to retain Consultant for the purposes of managing the Methodist Healthcare Ministries grant, receiving broadband and digital equity strategy advice and policy recommendations, grant and fundraising expertise and development, representation and communications services. The goal is to expand Pharr's broadband network capabilities and develop digital inclusion or telehealth programs, gain access to government and philanthropic grants and Community Reinvestment Act financing/grants, engage in cooperative digital inclusion projects with community stakeholders, and participate in community economic development projects in exchange for a monthly fee. In addition, Ms. Barton-Garcia will provide Pharr guidance in understanding dynamic developments in the broadband market and how they may impact Pharr's strategic initiatives (the "**General Consulting Services**"). Ms. Barton-Garcia has extensive knowledge in understanding the regional economy of South Texas, the Rio Grande Valley, and the entire Texas-Mexico border region. She is also an expert in the areas of community broadband deployment and digital inclusion; government and philanthropic grant-making and grant-writing; Community Reinvestment Act compliance, community investment, and financing; philanthropic policy development; economic development; community development banking; community organizing; and public relations. Pharr seeks the professional advice and representation of Ms. Barton-Garcia in the provision of General Consulting Services.

In addition to providing the General Consulting Services, Ms. Barton-Garcia may be engaged in special assignments, identified as a Specific Consulting Project (as defined below), but as mutually agreed upon with Pharr at the hourly rate listed on the Rate Schedule provided below.

- **Specific Consulting Projects**

The parties also agree that in the course of her engagement under the Service Agreement, Ms. Barton-Garcia will work with Pharr in the development and implementation the following specific projects (the "**Specific Consulting Projects**"):

- Manage the Methodist Healthcare Ministries grant, including the necessary programs to meet the stated objectives. Provide the evaluation and reporting for the grant. The grant goals include:
    - Increase the number of residents and businesses in Pharr with high-speed broadband internet. This project will directly provide residents and businesses in Pharr with access to high-speed internet but keep the cost of service at an affordable rate which many in the community, who previously would not have been able to afford internet, will be able to connect, reducing the digital divide which affects

many living in poverty, including many Latinx families. The service will be maintained and administered by the City of Pharr, reducing any difficulties, including language-related problems, for families subscribing to any of the plans offered.

  - Increase educational performance and graduation rates by Pharr students. Having high-speed broadband internet available in their households will allow students, who would otherwise have had difficulties in completing homework or accessing educational resources requiring internet access, to improve their academic performance. As higher grades and completion of homework have been shown to correlate with higher rates of graduation, it is expected that there will be a reduction in the dropout rate, as well as a likely increase in students who are able to go on to higher education.
  - Increase job opportunities and employment for residents. Some studies have linked the digital divide to not just academic performance, but job opportunities and advancement, as workers with skills in digital technology generally earn higher salaries than those without; likewise, many jobs, even entry-level positions, require applications to be submitted online, providing an obstacle for those without reliable internet access. Providing more residents with the ability to access job applications and increase the ease with which they navigate internet-related technology should have an impact on their ability to find and retain employment. The Consultant developed the Pharr- and IDRA-led LevelUp RGV: Digital Workforce Development Program and regional collaborative which she will execute and fundraise to achieve the digital skills/workforce goals.

- Develop a program to help Pharr's eligible low-income customers to take advantage of the FCC's ACP subsidy program for broadband internet subscriptions and devices to cover Pharr's full cost of providing such broadband internet service.

- Leverage personal and professional relationships to solicit the financial support of major philanthropic organizations throughout Texas and the United States to realize broadband solutions that will lift Pharr and the Rio Grande Valley out of persistent poverty status.

- Develop collaborative relationships between Pharr and urban and rural hospital systems, public and private clinics, and public health institutions to connect their varied facilities into one or multiple interconnected networks for the delivery and expansion of telehealth services.

- Work with Pharr, hospital systems, public and private clinics, public health institutions, schools, community and business leaders, and other stakeholders to develop telehealth programs and telehealth delivery innovations.

- Work with Pharr, local and county government officials, school and university administrators, community and business leaders, and other stakeholders in the development of Pharr-led regional economic development opportunities.

- Other projects as agreed to between Pharr and Consultant.

Before embarking on each Specific Consulting Project, the parties will agree on the terms of a SOW for each project.

C. Rate Schedule

For the purpose of providing the General Consulting Services and Specific Consulting Projects as described in sections A and B above, Pharr will pay Ms. Barton-Garcia on an hourly basis for time expended at a rate per hour of $150.00 with the expectation that Ms. Barton-Garcia will initially dedicate an average of 8-10 hours per week on matters under this engagement potentially expanding as mutually agreed. Ms. Barton-Garcia will invoice Pharr monthly for her services including timesheets reflecting any work performed for Pharr applicable to the invoiced amount. Regarding the Specific Consulting Projects described in section B, Pharr understands that in providing the General Consulting Services, Ms. Barton-Garcia will be developing relationships and getting commitments from various stakeholders that will contribute to the realization and/or implementation of such projects. Pharr also understands that the implementation of the Specific Consulting Projects may require the assistance of other Barton-Garcia Advisor employees or contractor. Accordingly, the parties agree that any staff support hourly rates and projected time on task needed for specific projects will be negotiated and approved by Pharr prior to the start of the project.

The parties agree to develop terms, milestones, timelines, and budgets for each SOW for the Specific Consulting Projects and prioritize the order of such projects or any new projects. Each SOW will be incorporated into this Service Agreement as an additional exhibit. The parties also agree that Ms. Barton-Garcia will dedicate her time under this Service Agreement directly working on or advancing the General Consulting Services, Specific Consulting Projects, or any combination thereto, based on relevant client activities, deadlines, or other priorities.

Exhibit C
Statements of Work (SOWs)

Each SOW agreed to by the parties shall be incorporated into Exhibit D as Exhibit D-1, D-2, D-3, etc. and each SOW will have its own timeline for development and implementation. Any SOW Amendment shall be incorporated into the specific exhibit associated with the corresponding SOW.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.F.
DATE SUBMITTED: February 17, 2023
MEETING DATE: February 20, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into an Interlocal Agreement for Emergency Medical Services between the City of Pharr and the City of San Juan for ambulance services. **This item supports QL - Quality of Life.**

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

Issue: The City ofd San Juan has requested EMS Servcie from eh City of Pharr

Fiscal Consideration: we will get paid

Staff Recommendation: Approval

Alternatives: disapprove

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

ROUTING:

Hilda Pedraza	Created/Initiated - 2/17/2023
Karla Saavedra	Approved - 2/17/2023
Patricia Rigney	New -
City Management Office	

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF PHARR, TEXAS AND THE CITY OF SAN JUAN, TEXAS

This Interlocal Cooperation Agreement for Emergency Medical Services ("Agreement") is executed on this the _____day of **MARCH 2023**, by and between the **CITY OF PHARR, TEXAS,** hereinafter referred to as "City", and the City of San Juan, Texas, hereinafter referred to as "Subscriber," pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Subscriber has requested that Pharr EMS provide one (1) Mobile Intensive Care Unit (MICU) ambulance to Subscriber's service area; and

WHEREAS, the City is willing to provide one (1) Mobile Intensive Care Unit (MICU) ambulance to Subscriber's service area; and

WHEREAS, the City and Subscriber have determined that the provision of this ambulance is a public purpose within their statutory powers of government, and

WHEREAS, the City and Subscriber, acting in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code, desire to work cooperatively for the purpose of fulfilling their respective public and governmental purposes, needs, objectives, and programs.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

ARTICLE I
Purpose & Term

1.01 City will provide one (1) Mobile Intensive Care Unit (MICU) ambulance to provide EMS Services to the Subscriber's service area.

1.02 Subscriber agrees to pay City $864,356.72 each year this Agreement is in effect for the provision of a MICU Ambulance (See Exhibit "A"). Payment shall be made in monthly payments in the amount of $72,029.26, on or before the 28th of each month. Payment by Subscriber shall be made payable to the City of Pharr and forwarded as follows:

City of Pharr
Attention:
118 S. Cage Blvd. 4th Floor
Pharr, Texas 78577

1.03 Subscriber will provide a day location where Pharr EMS personnel/Medics will be allowed:

a. The sole use of two beds, one office space, an area in bay for oxygen storage, and storage area for medical supplies at a fire station.
b. Reasonable usage of the shared facilities in the Station, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Station.
c. The enjoyment and peaceful possession of the above-described areas during the term of this Agreement. In the event the above-described areas are not available in the Station, the Parties may agree upon alternative areas acceptable to both Parties.

1.04 This Agreement shall be effective on March 1, 2023 at 8:00 a.m.

1.05 This Agreement is for coverage only and not a partnership or joint venture.

1.06 The term of this Agreement is for a period of three (3) years commencing March 1, 2023 and ending on February 28, 2026. The City shall have the option to terminate this agreement by notifying the City Manager, in writing, as of upon thirty days written notice. The Subscriber shall have the option to terminate this agreement by notifying the City Manager, in writing, as of upon six months' written notice.

ARTICLE II
Notices and Addresses

2.01 All notices provided to be given under this agreement shall be given in person or by certified or registered mail, addressed to the proper party, at the following address:

SUBSCRIBER:
City Manager
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589

CITY:
City Manager
City of Pharr
118 S. Cage Blvd. 4th Floor
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

ARTICLE III
Texas Law to Apply

3.01 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are in Hidalgo, County, Texas.

ARTICLE IV
Legal Construction

4.01 In case any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal or unenforceable in any respect, such illegality or unenforceability shall not affect any other thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE V
Prior Agreements Superseded

5.01 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

ARTICLE VI
Amendment

6.01 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

ARTICLE VII
Other Provisions

7.01 **Conflict Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision orprovision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

7.02 **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

7.04 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7.05 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

7.06 **Assignment.** This Agreement shall not be assignable.

7.07 **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

7.08 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

7.09 **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

7.10 **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

7.11 **Commitment of Current Revenues** Only in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the **parties** hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

7.12 **No Waiver of Rights**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

SUBSCRIBER

BY: _____
Ben Arjona, City Manager

ATTEST:

BY: _____
Brenda Escalante, City Secretary

THE CITY OF PHARR

BY: _____
Anali Alaniz, Interim City Manager

ATTEST:

BY: _____
Hilda Pedraza, City Clerk

Approved as to Form:

BY: _____
City Attorney

Approved as to Form:

BY: _____
City Attorney

City of San Juan EMS Exhibit "A"

The request from the City of San Juan, what it would cost for Pharr EMS to run 1 MICU

Cost to Run 1 MICU and 1 ALS units is: **$864,356.72**

1. City of San Juan pays the of $864,356.72 in 12 monthly installments of $72,029.72 at on the 28th of each month.
2. Housing Pharr EMS units would be housed at San Juan Fire Station

Based on the call volume provided by the City of San Juan

Over the last 3 years the average yearly call volume has been 3100.

The current average reimbursement rate is $220.00.

City will split the revenues with San Juan 50/50 which brings the potential revenue to $341,000.00 for each entity.