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, JUNE 5, 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 June 2023 as National Cancer Survivor Month.

B) Proclamation proclaiming June 2023 as Elder Abuse Awareness Month.

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

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

A) Public hearing on development services cases

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) Presentation by Linebarger Goggan Blair and Sampson, LLP of Delinquent Tax Collection Report FY 2022-2023.**This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

B) City Engineer's Report (ENGINEERING)

C) 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 May 15, 2023 Special Called Meeting and May 15, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-09 Rental of Facilities *(3rd and Final Reading)*. **This item supports QL - Quality of Life.** (PARKS)

C) Consideration and action, if any, authorizing Pharr Police Department to partner with Fiber Broker's International for the destruction of 166 Ballistic Vest Panels. **This item supports SSC - Safe and Secure Community**. (POLICE)

D) Consideration and action, if any, on Memorandum of Understanding between the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley for the transfer of equipment purchased with grant funds. **This item supports SSC - Safe and Secure Community**. (POLICE)

E) Consideration and action, if any, on professional services agreement with Freese Nichols Engineers to conduct a Brackish Groundwater Desalination Title XVI Watersmart Feasibility Report for the City of Pharr. **This item supports IF - Infrastructure**. (PUBLIC UTILITIES)

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

1. Irasema Almazan, representing Martin Almazan and Irasema Salinas, owner (s), has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to General Business District (C). The property is legally described as being Lot 45, Sing's Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2621 South Gardenia Street. COZ#230498 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Ricardo Ramos, representing International Development Properties, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Limited Industrial District (L-I) to General Business District (C). The property is legally described as being Lot 2, Nolana Hampton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 308 West Nolana Loop. COZ#230499 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

G) PLATS:

1. DO-RITE Engineering, LLC. representing Patrick Starnes, Owner and Manager of International Development Properties, LLC. is requesting preliminary and final plat approval of the proposed Lots 2A & 2B, Replat of Lot 2, Nolana Hampton Subdivision. The property is legally described as being a 1.01 acre tract of land, more or less, out of Lot 2, Nolana Hampton Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 308 West Nolana Loop. SUB#230414 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Pablo Soto, P.E., representing Jaime Arreola, is requesting preliminary plat approval of the proposed Master Plan of Los Pavorreales Subdivision. The property is legally described as being a 5.0 acre tract of land out of Lot 326, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located at 600 West Habitat Circle. SUB#230416 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance appointing/reappointing a Municipal Judge. *(Adoption on One Reading)* ***This item supports SG - Sound Governance and Fiscal Sustainability.***

B) Consideration and action, if any, on Ordinance appointing/re-appointing General Counsel and City Attorney for the City of Pharr *(Adoption on One Reading)*. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

C) Consideration and action, if any, on Ordinance to establish a fee to defray costs of collecting delinquent fines, fees, court costs, and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure; providing for severability; and establishing an effective date *(Adoption on One Reading)*. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

D) Consideration and action, if any, on Resolution appointing a Mayor Pro Tem and Alternate Mayor Pro Tem. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

E) Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Public Facilities Corporation #1 Board of Directors. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

F) Consideration and action, if any, on Resolution appointing/reappointing seven (7) members to the Pharr Public Facilities Corporation #3 Board of Directors. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

G) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #1. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

H) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #2. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

I) Consideration and action, if any, on Resolution appointing/reappointing four (4) members to the Parks and Recreation Advisory Board.**This item supports SG - Sound Governance and Fiscal Sustainability.** (PARKS)

J) Consideration and action, if any, on Resolution appointing/reappointing two (2) members to the Pharr Memorial Library Board.**This item supports SG - Sound Governance and Fiscal Sustainability.** (LIBRARY)

K) Consideration and action, if any, on Resolution ratifying Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase II, Control Section Job (CSJ) Number 0921-02-425. **This item supports IF - Infrastructure.** (ENGINEERING)

L) Consideration and action, if any, on Resolution ratifying Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Agricultural Laboratory and Training Center (Ag Lab), Control Section Job (CSJ) Number 0921-02-433. **This item supports IF - Infrastructure.** (ENGINEERING)

8. ADMINISTRATIVE:

A) Consideration and action, if any, authorizing the Bridge Department to participate in the 2023 Global Produce & Floral Show (formerly known as PMA) Texas Town Pavilion for an amount not to exceed $27,000. **This item supports EV - Economic Vitality.** (BRIDGE)

B) Consultation with the Board of Commissioners on the City's Organizational Structure. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

C) Consideration and action, if any, on appointment of Police Chief. **This item supports SSC - Safe and Secure Community**. (ADMINISTRATION)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on proposal from XOANA Entertainment Company for road/traffic and promotional commercial route signs in Reynosa for $11,000.**This item supports EV - Economic Vitality.** (BRIDGE)

B) Consideration and action, if any, authorizing City Manager to extend the Supply contract for the Purchase and Delivery of Fuel with Gold Star Petroleum, Inc. from Spring, Texas. **This item supports IF - Infrastructure**. (PURCHASING)

C) Consideration and action, if any, authorizing City Manager to extend the Service Contract for Residential Fiber Installation labor services for TeamPharr.net with JSJ Rodriguez, Inc. dba Tele-Pro Communications from Mission, Texas through The Interlocal Purchasing System (TIPS) Cooperative Contract number 230105. **This item supports IF - Infrastructure**. (PURCHASING)

D) Consideration and action, if any, authorizing City Manager to award the Supply Contract for the Purchase and Delivery of HMAC, Cold Mix, and Caliche to Frontera Materials, Inc. from Elsa, Texas. **This item supports IF - Infrastructure**. (PURCHASING)

E) Consideration and action, if any, authorizing City Manager to extend the Professional Architectural Services Agreements with the firms currently on the City of Pharr's rotation list. **This item supports IF - Infrastructure**. (PURCHASING)

F) Consideration and action, if any, authorizing City Manager to extend the Professional Engineering Services Agreements with the firms currently on the City of Pharr's rotation list. **This item supports IF - Infrastructure**. (PURCHASING)

G) Consideration and action, if any, authorizing City Manager to extend the Professional Engineering Services Agreements for Water and Wastewater Improvement Projects with the firms currently on the City of Pharr's rotation list. **This item supports IF - Infrastructure**. (PURCHASING)

H) Consideration and action, if any, authorizing City Manager to extend the Professional Surveying Services Agreements to the firms currently on the City of Pharr's rotation list. **This item supports IF - Infrastructure.** (PURCHASING)

I) Consideration and action, if any, authorizing City Manager to enter into an agreement with Grant Mercantile Agency for Emergency Medical Services unpaid collection services. **This item supports SG - Sound Governance and Fiscal Sustainability.**. (EMERGENCY MEDICAL SERVICES)

J) Consideration and action, if any, ratifying Interlocal Agreement between City of Pharr, Pharr Economic Development Corporation II, and Pharr-San Juan-Alamo Independent School District for use of land known as Los Conquistadores. **This item supports QL - Quality of Life.** (ADMINISTRATION)

K) Consideration and action, if any, ratifying Interlocal Agreement between the City of Pharr and Pharr-San Juan- Alamo Independent School District for broadband internet services. **This item supports QL - Quality of Life.** (ADMINISTRATION)

L) Consideration and action, if any, ratifying First Amendment to Lease and Joint Use Management Agreement between City of Pharr and Pharr-San Juan-Alamo Independent School District. **This item supports QL - Quality of Life.** (ADMINISTRATION)

M) Consideration and action, if any, adopting written findings as to collection services contract and approve a contingent fee contract with Perdue, Brandon, Fielder, Collins and Mott, LLP pursuant to Article 103.001, Texas Code of Criminal Procedure. **This item supports SG - Sound Governance and Fiscal Sustainability.** (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:

AGENDA REGULAR MEETING
June 5, 2023

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 2nd day of June 2023 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 2nd day of June 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: _____

Proclamation

WHEREAS, a “cancer survivor” is defined as anyone living with a history of cancer, from the moment of diagnosis through the remainder of life, and there are more than 18 million cancer survivors in America; and

WHEREAS, since the number of cancer survivors is projected to increase to 22.2 million by 2030, increased access to effective cancer treatments, quality survivorship care, and necessary psychosocial resources, especially among minorities and the medically underserved, must be a top priority in our community; and

WHEREAS, the great City of Pharr has a valuable, dynamic cancer survivor population; and

WHEREAS, hundreds of communities worldwide will be celebrating life during the month of June; and

WHEREAS, on behalf of the people of Pharr, Texas, I salute all cancer survivors and those who support them and urge all citizens to join in this exuberant Celebration of Life.

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 June 2023 as:

“National Cancer Survivors Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of June 2023.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

Proclamation

WHEREAS, older adults and people with disabilities of the diverse backgrounds contribute to the wellbeing of this city by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and

WHEREAS as we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and

WHEREAS, abuse of older adults and people with disabilities is a community concern, affecting thousands of people across Texas; and

WHEREAS, in 2022 there were 119,448 completed cases of elderly and disabled persons abuse in Texas, of which 84,655 were confirm; and

WHEREAS, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; and

WHEREAS, adult abuse affects men and women of all income and ability levels, all cultural and ethnic backgrounds, in all communities; and

WHEREAS, the City of Pharr encourages everyone to join the elder abuse awareness events. It is important to strengthen our efforts to prevent, report and address elder abuse.

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 June 2023 as:

"National Elder Abuse Awareness Month"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of June 2023.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED:
MEETING DATE: June 5, 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: May 2, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Presentation by Linebarger Goggan Blair and Sampson, LLP of Delinquent Tax Collection Report FY 2022-2023.**This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: Linebarger Goggan and Blair are the City's delinquent tax attorneys and they will present a report for collection performance.

Fiscal Consideration: N/A

Staff Recommendation: N/A

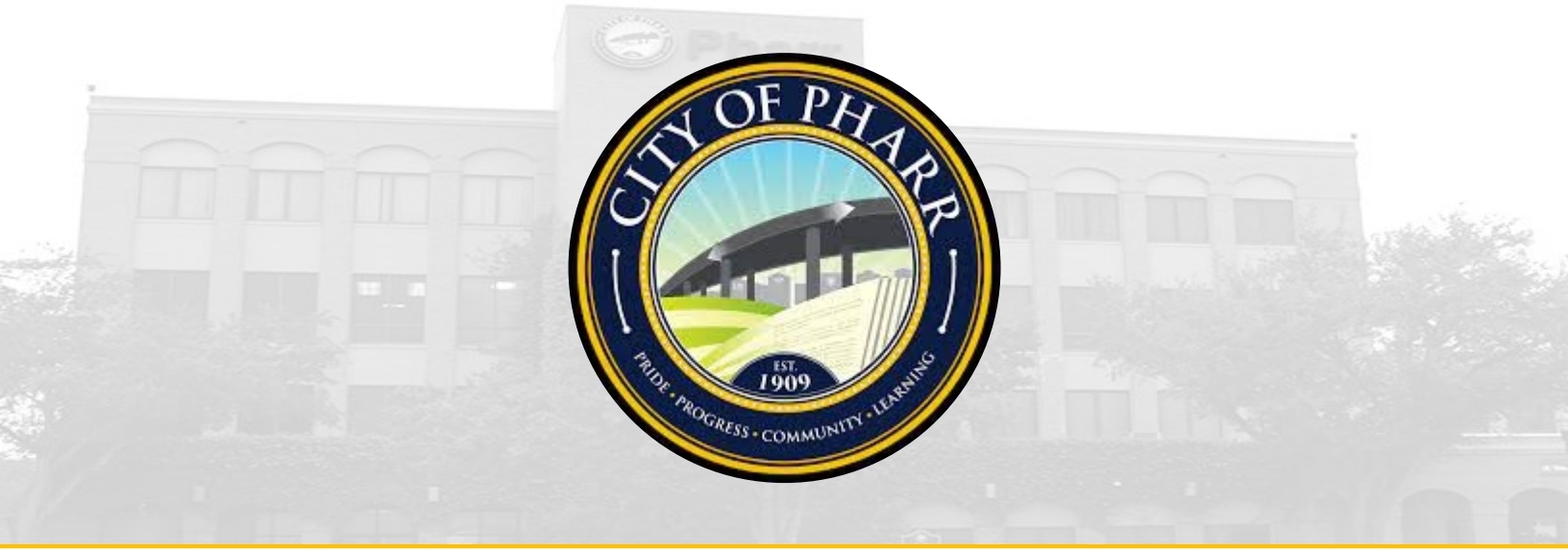
Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 5/2/2023
Karla Saavedra	Approved - 5/9/2023
Patricia Rigney	Approved - 5/11/2023
City Management Office	Final Approval - 6/2/2023

CITY OF PHARR



DELINQUENT TAX COLLECTION REPORT

MAY 01, 2023

LINEBARGER
ATTORNEYS AT LAW

1512 South Lone Star Way, Edinburg, Texas 78539 ✪ Tel. (956) 383-4500

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
1512 S. Lone Star Way
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

April 27, 2023

Dr. Ambrosio "Amos" Hernandez, Mayor
Mr. Eleazar Guajardo, Commissioner
Mr. Roberto "Bobby" Carrillo, Commissioner
Dr. Ramiro Caballero, Commissioner
Mr. Daniel Chavez, Commissioner
Mr. Ricardo Medina, Commissioner
Mrs. Itza Flores, Commissioner
City of Pharr
118 S. Cage Boulevard
Pharr, Texas 78577

RE: Delinquent Tax Collections for the period of October 01, 2022 through March 31, 2023

Dear Mayor Hernandez and City Commission:

The attached report highlights our delinquent ad valorem tax collection program on behalf of the City of Pharr for the period of October 01, 2022 – March 31, 2023 (Semi- Annual). As noted herein, our collection results continue to be successful for the City.

Please know that we truly appreciate the opportunity to represent the City of Pharr on all delinquent ad valorem tax matters. As always, we will continue to provide the most-experienced and dedicated ad valorem attorneys, which deliver the highest quality representation and consistent results. We remain available to address any questions/concerns you may have at your convenience.

Sincerely,

Michael G. Cano
Partner

Our delinquent tax collection program for the City of Pharr continues to emphasize two basic premises: to work with individual taxpayers to collect taxes owed to the City and to only use the tool of litigation as a final option. We listen and continually adapt to your changing needs to ensure that we are providing the best possible service and deliver customized collection programs that yield the best possible results. The following information is an overview of our collections efforts during this reporting period.

MAILINGS

Our extensive mailing program is designed to advise people who have not paid their delinquent taxes to the City of Pharr. During the course of the fiscal year, we send delinquent notices, with varying degrees of intensity to every delinquent taxpayer. The intensity of the notice varies on factors such as: time of year, type of property and the particular needs of the jurisdiction.

3 Demand Mailings – 3,337 Statements Mailed

CONTACTS

Our comprehensive collection services provide a wide scope of exceptional assistance to the City of Pharr and its taxpayers. Equipped with multi-skilled representatives, we create and manage flexible payment plans for taxpayers experiencing any financial hardship.

2,161 PHONE CALLS	196 ON-SITE VISITS
16 PAYMENT AGREEMENTS	127 PAY OFF REQUESTS

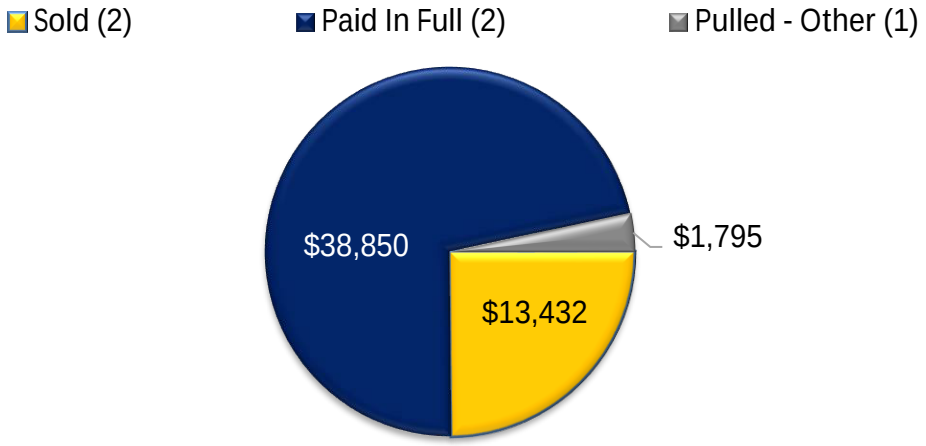
LITIGATION

Filing a lawsuit to collect delinquent taxes is used as a final resort; only after diligent efforts to contact and work with taxpayers have been fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the property is physically identified and all interested parties, including all lien holders, are also identified and served with notice of the lawsuit.

Litigation Activity	Cases	Base, Penalty and Interest
• Lawsuits Filed	54	$137,599
• Lawsuits Disposed	49	$109,308
• Judgments Taken	25	$48,289
• Pending Litigation as of 4/2023	268	$463,303

TAX SALES/RESALES

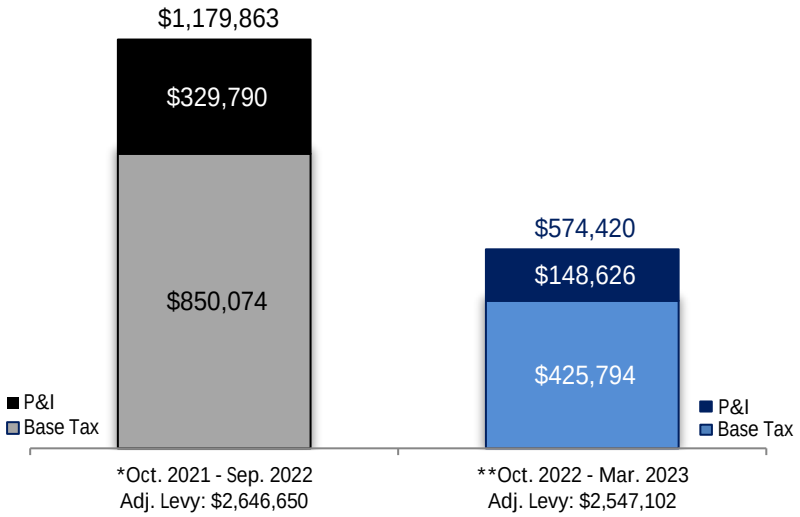
Our office regularly monitors all judgments we take on behalf of the City of Pharr. During this reporting period, three (3) tax sales were conducted, placing a total of five (5) properties for sale.



LIENS

Our firm collected $2,051 in mowing liens as a courtesy for the City of Pharr.

COLLECTIONS



	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Org. Levy	$14,820,842	$15,315,896	$16,044,973	$16,681,597	$17,456,074	$18,625,155	$19,278,101	$22,493,509	$23,908,466	$25,143,252
Del. Levy	$2,509,483	$2,371,627	$2,363,395	$2,363,746	$2,424,229	$2,461,065	$2,454,270	$2,445,883	$2,706,229	$2,646,650
% CTD	16.93%	15.48%	14.73%	14.17%	13.89%	13.21%	12.73%	10.87%	11.32%	10.53%
Coll.	$1,006,389	$942,214	$943,958	$907,749	$891,159	$905,387	$899,531	$817,796	$1,190,993	$1,179,863
% Coll.	28.35%	27.16%	27.97%	26.16%	26.07%	25.99%	25.49%	24.04%	31.05%	32.12%

Source: Hidalgo County Tax Office Reports
*Fiscal Year: October – September
**Semi-Annual: October - March

FUTURE OVERVIEW

Our office is committed to making necessary adjustments to our collection procedures and methods to best advocate for the City of Pharr. We will continue to offer firm yet flexible payment options for taxpayers experiencing financial hardship.

Review of Pending Judgments and the Filing of Additional Lawsuits

During the remainder of the fiscal year, we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

Continued Monitoring of Bankruptcy Accounts

As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the City.

Mailing Program

We continue to contact your taxpayers through mail correspondence for the remainder of the fiscal year. In addition to our scheduled mailings, we have implemented a compassionate letter program directed to taxpayers who are otherwise non-responsive to phone calls. These compassionate letters inform the delinquent taxpayer of options available for payment during this difficult period.

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Those judgments with no taxpayer response will be further reviewed and scheduled for possible tax sale.

Execution of the work plan established for the City of Pharr will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.
DATE SUBMITTED: June 1, 2023
MEETING DATE: June 5, 2023

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: City Engineer's Report

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

Issue: City Engineer Report

Fiscal Consideration: N./A

Staff Recommendation: Presentation only

Alternatives: N/A

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

ROUTING:

Ruben Alfaro	Created/Initiated - 6/1/2023
Ruben Alfaro	Approved - 6/1/2023
City Management Office	Final Approval - 6/2/2023

Report on Capital Improvement Project Activity Construction – June 2023

City Engineer – Ruben Alfaro, PE
Monday, June 5, 2023

Pharr Engineering

City Engineers Report

Engineer: TEDSI Infrastructure Group, Inc.
Contractor: International Consulting Engineers
CM: Brownstone Consultants, LLC
Notice to Proceed: Sept. 8, 2020
Contract Time: 545 + 26 + 30 + 112 + 223 (ETC April 02, 2023, *2nd BSIF Exit*)
Time to Date: 996 (106%)
Contract Amount: $7,946,724.38
Change Orders: $550,940.01
Current Contract: $8,497,664.39
Placed to Date: $8,183,538.35 (96%)

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

Status: Final walkthrough with GSA and CBP completed on 02/22/23. Contractor working on punch list items.

Next Step: Contractor to submit updated completion dates. Delays caused by obstructed existing conduits and re-alignment of proposed fiber optic lines. Incorrect metal panels ordered, etc.

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

Pharr Engineering

CONSTRUCTION

Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)
Time to Date: 695 (579%)
Contract Amount: $1,494,704.00
Change Orders: $0.00
Current Contract: $1,494,704.00
Placed to Date: $1,100,896.00 (74%)
Status: Contractor has completed all work as part of the contract, change order was proposed to use available money for betterments.
Next Step: Perform work as proposed on the change order to finalize the project. Project will be completed on budget.

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

Lift Station No. 30 (1/1)

Pharr Engineering

CONSTRUCTION

Engineer: City of Pharr
Contractor: Castle Enterprises, LLC.
CM: City of Pharr
Notice to Proceed: June 06, 2022 (new)
Contract Time: 120+112 (ETC TBD)
Time to Date: 360 (155%)
Contract Amount: $314,717.70
Change Orders: $0.00
Current Contract: $314,717.70
Placed to Date: $89,330.63 (29%)

Description: The improvements on N. Fir Ave. will extend the existing road from Alan Street to Frontage Road. The extension will create a direction connection from Frontage Road to Ferguson Avenue. Improvements include drainage and sidewalk.

Status: Contractor finalized curb and gutter and is currently working on flex base installation and testing to prepare for asphalt.

Next Step: Asphalt pavement will be installed once all testing is completed and tie-ins to Frontage Rd. will follow.

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

Pharr Engineering

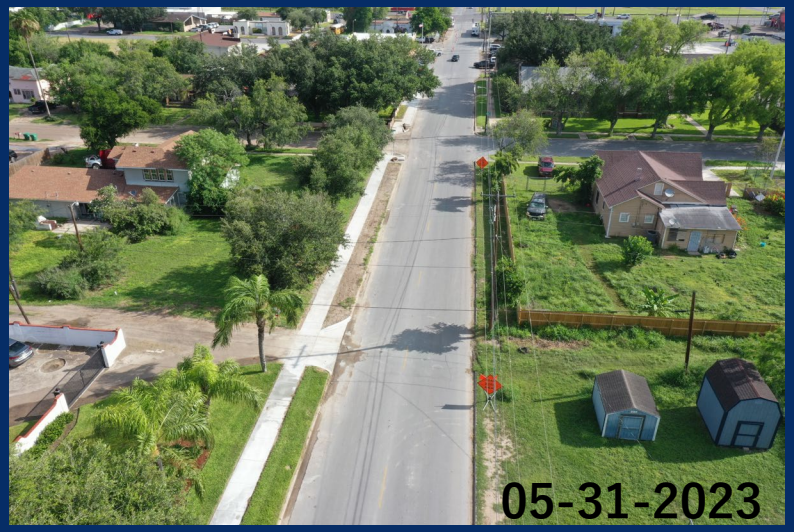
CONSTRUCTION

Engineer: City of Pharr/Ramiro Gutierrez
Contractor: ASAGO, LLC
CM: City of Pharr
Notice to Proceed: December 19, 2022 (new)
Contract Time: 316 Days
Time to Date: 164 Days (52%)
Contract Amount: $2,325,300.55
Change Orders: $1,677.44+$121,359.62
Current Contract: $2,448,337.61
Placed to Date: $473,230.16 (20%)

Description: This project will provide additional pedestrian connectivity to schools in the Tri-City area. Schools in city of Pharr include: Daniel Ramirez Elementary, Aida Escobar Elementary, Carnahan Elementary and Kelly-Pharr Elementary.

Status: Contractor is completing the last section of sidewalk from Park Ave. to Bus 83, as part of the Carnahan Elementary improvements.

Next Step: Contractor will move to Kelly-Pharr Elementary to set up traffic control and start work by the second week of June.



PSJA Tri-City Pedestrian Safety Improvements Phase I (1/1)

Pharr Engineering

CONSTRUCTION

WE ARE TEAM PHARR

DEPARTMENT MISSION STATEMENT

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

Pharr Engineering

END

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.
DATE SUBMITTED:
MEETING DATE: June 5, 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: May 26, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Approval of Minutes for May 15, 2023 Special Called Meeting and May 15, 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 meetings held on May 15, 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 - 5/26/2023
Patricia Rigney	Approved - 5/26/2023
City Management Office	Final Approval - 6/2/2023

MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
MONDAY, MAY 15, 2023 AT 3:30 P.M.
118 SOUTH CAGE 2ND FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Monday, May 15, 2023 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Eleazar Guajardo

STAFF PRESENT: Anali Alanis, Interim City Manager
Hilda Pedraza, City Clerk
Maria Rangel, Asst. City Engineer
Fabiola Sanchez, Asst. Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Interim Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance
Kimberly Mendoza, Development Svcs. Dir.
Luis Marin, Public Works Dir.
Melanie Cano, Director of O.S.E
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Mike Singleterry, Library
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Victor Perez, PEDC Director
Mayra Gomez, Purchasing Director
Daniel Ramirez, E.M.S. Director
Kenneth Ennis, Communications Director
Marcela Beas, Chamber President

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 BODY

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Mayor Hernandez called the meeting to order at 3:35 p.m. Roll call established a quorum.

Comm. Carrillo **moved** to excuse absent member. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIENCE/INVOCATION

At this time, Pharr Police Department Color Guard posted the colors and presented the flag. Juan Gonzalez, Interim Police Chief, lead in the pledge of allegiance and Father Amador Garza said the invocation.

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AND ORDER CANVASSING THE ELECTION RESULTS FOR THE GENERAL MUNICIPAL ELECTION HELD MAY 6, 2023. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

Anali Alanis, Interim City Manager, introduced the item.

Hilda Pedraza, City Clerk, reviewed the total votes cast for early voting and election day and stated the total number of votes cast for the May 6, 2023 municipal election was 2,959.

Hilda Pedraza, City Clerk, further went over the results of the May 6, 2023 municipal election. She stated for Mayor; Andy Harvey received 943 (32.15%) votes, Ricardo “Rick” Pedraza received 114 (3.89%) votes, and Ambrosio “Amos” Hernandez received 1,876 (63.96%) votes. She further stated for Commissioner Place No. 1; Michael Pacheco received 1,474 (50.74%) votes; Edgar Rincon received 618 (21.27%) votes. And Eleazar Guajardo received 813 (27.99%) votes. Lastly, she stated for Commissioner Place No. 5; Ricardo Medina received 2,062 (100%) votes and for Commissioner Place No. 6; Itza Flores received 1,955 (100%) votes.

Hilda Pedraza, City Clerk, further stated that Ambrosio “Amos” Hernandez received the majority of votes to hold the office of Mayor; Michael Pacheco received majority of votes to hold the office of City Commissioner Place No. 1; Ricardo Medina received majority of votes to hold the office of City Commissioner Place No. 5; and Itza Flores received majority of votes to hold the office of City Commissioner Place No. 6.

At this time, Hilda Pedraza, City Clerk, went over the ordinance and election results in Spanish.

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

Ordinance No. O-2023-18 is filed with the City Clerk's Office.

ITEM 4. ADMINISTRATIVE

A) OATH OF OFFICE FOR NEWLY ELECTED COMMISSIONERS. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

Anali Alanis, Interim City Manager, introduced the item.

Terri Palacios, District Attorney, administered the Oath of Office to Commissioner Michael Pacheco.

Luis Singleterry administered the Oath of Office to Commissioner Ricardo Medina.

Nereyda Lopez-Singleterry administered the Oath of Office to Commissioner Itza Flores.

Judge Juan Villescas administered the Oath of Office to Mayor Ambrosio "Amos" Hernandez.

ITEM 5. ADJOURNMENT:

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:01 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 15th DAY OF MAY 2023 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL 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:

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MAY 15, 2023
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 15, 2023 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Mayor Pro Tem Daniel Chavez
Comm. Michael Pacheco
Comm. Roberto Carrillo
Comm. Ramiro Caballero
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Anali Alanis, Interim City Manager
Hilda Pedraza, City Clerk
Maria Rangel, Asst. City Engineer
Fabiola Sanchez, Asst. 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, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Mike Singleterry, Library
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Director
Daniel Ramirez, E.M.S. Chief
Marcela Beas, Chamber President
Kenneth Ennis, Public Safety Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 4:01 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Anali Alanis, Interim City Manager, led the pledge of allegiance and Father Amador Garza said the invocation.

ITEM 2. PROCLAMATIONS:

A) PROCLAMATION PROCLAIMING MAY 20, 2023 AS KIDS TO PARKS DAY (PARKS)

Comm. Medina read proclamation proclaiming May 20, 2023 as Kids to Parks Day and presented proclamation to Hanna Marble, Urban Ecologist.

Hanna Marble, Urban Ecologist, stated Kids to Parks Day recognizes the importance of recreating while enjoying the benefits of the outdoors. She further stated a Kids to Park movies would take place on Saturday, May 27, 2023 at Jones Box Park from 4:00 p.m. to 8:00 p.m. and invited the community to attend.

B) PROCLAMATION PROCLAIMING MAY 25, 2023 AS NATIONAL STOP THE BLEED DAY (EMERGENCY MEDICAL SERVICES)

Comm. Caballero read proclamation proclaiming the May 25, 2023 as National Stop the Bleed Day. Danny Ramirez, EMS Chief, and staff received the proclamation and thanked the Commission for the recognition.

C) PROCLAMATION PROCLAIMING MAY 21-27, 2023 AS EMERGENCY MEDICAL SERVICES WEEK (EMERGENCY MEDICAL SERVICES)

Mayor Hernandez read proclamation proclaiming May 21-27, 2023 as Emergency Medical Services week and presented proclamation to Danny Ramirez, EMS Chief, and EMS staff.

Danny Ramirez, EMS Chief, stated three Stop the Bleed and CPR classes would be held on Thursday, May 25, 2023 at Pharr One, 1121 E. Nolana, at 2:00 p.m., 4:00 p.m., and 6:00 p.m. He stated the classes were free to the public.

D) PROCLAMATION PROCLAIMING MAY 21-27, 2023 AS NATIONAL PUBLIC WORKS AND PUBLIC UTILITIES WEEK (PUBLIC WORKS)

Comm. Carrillo read proclamation proclaiming May 21-27, 2023 as National Public Works and Public Utilities Week. Public Works staff and Public Utilities staff received the proclamation.

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E) PROCLAMATION PROCLAIMING MAY 2023 AS MOTORCYCLE AWARENESS MONTH (ADMINISTRATION)

Comm. Chavez read proclamation proclaiming May 2023 as Motorcycle Awareness Month and presented proclamation to Lesmar Cantu, McAllen Calaveras Chapter.

At this time, Mayor Hernandez stated they would deviate from the agenda and go to item 4.A. There was no objection.

ITEM 4. 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 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR MAY 2023. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY

Anali Alanis, Interim City Manager, introduced the item and briefly reported the City of Pharr showed an increase of 2.07% year to date true growth compared to last year. She further stated Fabiola Sanchez, Asst. Finance Director, was in the audience and questions could be entertained at this time.

B) SUBMISSION OF PROPERTY TAX COLLECTION REPORT FOR MARCH 2023.THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY

Anali Alanis, Interim City Manager, introduced the item and briefly reported current levy collections were a 91.91% collection rate and stated Fabiola Sanchez, Asst. Finance Department was in the audience and questions could be entertained at this time.

C) SUBMISSION OF 2ND QUARTER 2022-2023 CITY OF PHARR INVESTMENT REPORT. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY

Anali Alanis, Interim City Manager, introduced the item and stated Fabiola Sanchez, Asst. Finance Department was in the audience and questions could be entertained at this time.

D) CITY EVENTS OF INTEREST

Anali Alanis, Interim City Manager, reported Pharr Police Department would be hosting a Memorial Ceremony on Tuesday, May 16, 2023 at Pharr One, 1121 E. Nolana Loop from 10:00 a.m. to 12:00 p.m.

Anali Alanis, Interim City Manager, reminded the public this year's HubPhest would take place on Saturday, May 20, 2023 at 5:00 p.m. in downtown Pharr. She stated musical acts performing included Michael Salgado, La Sonora Dinamia, Grupo Costumbre, Matt Castillo and headliner La Leyenda.

Anali Alanis, Interim City Manager, reported the Greater Pharr Chamber of Commerce would be hosting a job fair on Thursday, May 25, 2023 at Jose "Pepe" Salinas Recreation Center from 9:00 a.m. to 12:30 p.m.

Anali Alanis, Interim City Manager, further reported the Pharr Aquatic Center 2023 kickoff party would take place on June 5, 2023 at 12:00 p.m. She stated this was the re-opening of the water park this summer and tickets were $5 for adults and $3 for kids.

Jose Pena, IT Director, reported they had received the cornerstone award from Broadband Communities Magazine. He stated each year, the committee of broadband industry leaders, analysts, and writers votes to bestow a half dozen Cornerstone Awards to private developments, municipalities, communities, companies, and individuals with outstanding accomplishments in delivering telecommunications. A video recap was presented.

Hanna Marble, Urban Ecologist, reported the City of Pharr was named a 2022 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management. A video recap was presented.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR APRIL 3, 2023 REGULAR CALLED MEETING AND APRIL 17, 2023 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2023-09 RENTAL OF FACILITIES (2ND READING). THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PARKS)

C) CONSIDERATION AND ACTION, IF ANY, RATIFYING RESOLUTION NO. R-2023-24 AUTHORIZING AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CLOSURE OF US 281 (CAGE BOULEVARD) FROM

CLARK AVENUE TO KELLY AVENUE AND BUSINESS 83 FROM BIRCH STREET TO BLUEBONNET AVENUE FOR THE HUB PHESTIVAL FROM THURSDAY, MAY 18, 2023, AT 7:00 P.M. UNTIL SUNDAY, MAY 21, 2023, AT 11:59 A.M. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING PHARR POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR THE OPERATION STONEGARDEN GRANT PROGRAM (OPSG-2022) TO THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY DIVISION - GRANT #3173108 / OPSG 2022.THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

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

1. THOMAS F. PHILLIPS, OWNER, REQUESTED A LIFE OF THE USE CONDITIONAL USE PERMIT TO ALLOW A SELF-STORAGE FACILITY IN A GENERAL BUSINESS DISTRICT (C) AND LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 5.28 ACRES, MORE OR LESS, OUT OF LOT 6, BLOCK 5, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS WITHIN THE 2400-2800 BLOCK OF NORTH JACKSON ROAD. CUP#230388. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

2. MELDEN AND HUNT INC., REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (R-MFHD). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 7.059 ACRES, MORE OR LESS, OUT OF LOTS 1 THROUGH 28, BROTHERS COMMERCE CENTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS WITHIN THE 4800-5000 BLOCK OF NORTH JACKSON ROAD. COZ#230387. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

3. SAMES INC., REPRESENTING LORD & GONZALEZ INVESTMENT GROUP LLC., REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 24.81 ACRES, MORE OR LESS, LOT 96, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS WITHIN THE 1100-1300 BLOCK OF EAST MINNESOTA RD. COZ#230497 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

4. IRASEMA ALMAZAN, REPRESENTING CLAUDIA PAHOLA ALMAZAN-SALINAS, OWNER, REQUESTED A CHANGE OF ZONE FROM SINGLE-

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FAMILY RESIDENTIAL DISTRICT (R-1) TO HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.442 ACRES, MORE OR LESS, OUT OF THE EAST ½ OF LOT 11, AND ALL OF LOTS 12-16, BLOCK 27, PHARR ORIGINAL TOWNSITE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 11 NORTH BIRCH STREET. COZ#230494. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

5. RAUL ALEJANDRO ZARATE, REPRESENTING PEÑA REAL ESTATE INVESTMENTS, LLC., REQUESTED A CHANGE OF ZONE FROM OFFICE AND PROFESSIONAL DISTRICT (O-P) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.779 ACRES, MORE OR LESS, OUT OF LOT 147, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 301 EAST FERGUSON AVENUE. COZ#230493. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

6. RAUL ALEJANDRO ZARATE, REPRESENTING PEÑA REAL ESTATE INVESTMENTS, LLC., REQUESTED A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.206 ACRES, MORE OR LESS, OUT OF LOT 147, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 301 EAST FERGUSON AVENUE. COZ#230492. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

F) PLATS:

1. HALFF ENGINEERING, REPRESENTING PHIL DYER, MANAGER OF CAPOTE FARMS GP, L.L.C., REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED CAPOTE INTERNATIONAL BUSINESS PARK PHASE VI LOTS 1 & 2 SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 19.522 ACRES OUT OF LOTS 3 & 4 OF THE CLOSNER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1000 BLOCK OF EAST CAPOTE CENTRAL AVENUE. SUB#220720. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

Anali Alanis, Interim City Manager, introduced the item.

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

Resolution Nos. R-2023-24 and R-2023-25 and Ordinance Nos. O-2023-19, O-2023-20, O-2023-21, O-2023-22 and O-2023-23 are filed with the City Clerk's Office.

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

ITEM 11. 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 4:45 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 5:55 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION:

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ACCEPTING AND ADOPTING THE 2023 CITY OF PHARR PEDESTRIAN SAFETY AND WELLNESS MASTER PLAN. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ENGINEERING)

Anali Alanis, Interim City Manager, introduced the item.

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

Resolution No. R-2023-26 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2022-23, CREATING A TEMPORARY FOURTEEN (14) DAY EXEMPTION FROM PERMIT FEES FOR FENCES AND RE-ROOFS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (BUILDING AND CODE COMPLIANCE)

Anali Alanis, Interim City Manager, introduced the item.

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

Ordinance No. O-2023-24 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, RATIFYING ORDER EXTENDING THE DECLARATION OF DISASTER FOR THE CITY OF PHARR, TEXAS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 9. PURCHASING:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE FIBER AND SUPPLIES NEEDED FOR FINALIZING THE CITYWIDE FIBER PROJECT FROM GRAYBAR, INC, OUT OF FORT WORTH, TX, THROUGH OMNIA COOPERATIVE CONTRACT #EV2370 IN AN AMOUNT NOT TO EXCEED $1,088,302.00. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (IT)

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 10. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO CLOSE OUT THE FIBER OPTIC NETWORK PHASE V PROJECT. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PURCHASING)

Anali Alanis, Interim City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXECUTE AN AFFILIATION AGREEMENT WITH MID-PLAINS COMMUNITY COLLEGE FOR CLINICAL ROTATIONS FOR EMS STUDENTS AT PHARR EMS. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (EMERGENCY MEDICAL SERVICES)

Anali Alanis, Interim City Manager, introduced the item.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXECUTE AN AGREEMENT WITH TEXAS GAS SERVICE COMPANY FOR THE INSTALLATION OF NATURAL GAS LINES FOR THE GENERATORS AT DEVELOPMENT AND RESEARCH CENTER AND PHARR EMS IN THE AMOUNT OF $80,793.00 THIS ITEM SUPPORTS IF - INFRASTRUCTURE (EMERGENCY MANAGEMENT)

Anali Alanis, Interim City Manager, introduced the item.

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

D) CONSIDERATION AND ACTION, IF ANY, ON THE AWARD OF SUPPLY CONTRACT TO MULTIPLE VENDORS FOR FIRE DEPARTMENT ACTIVE WEAR. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (FIRE)

Anali Alanis, Interim City Manager, introduced the item.

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND THE WATER RIGHTS SALES CONTRACT WITH LA FERIA IRRIGATION DISTRICT CAMERON COUNTY NO. 3. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PUBLIC UTILITIES)

Anali Alanis, Interim City Manager, introduced the item.

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

F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A CONTRACT WITH COBB, FENDLEY & ASSOCIATES, INC. FROM HOUSTON, TEXAS FOR PROFESSIONAL SERVICES FOR TEAMPHARR.NET AS NEEDED. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (IT)

Anali Alanis, Interim City Manager, introduced the item.

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

G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO CONSULTING AGREEMENT WITH EDWARD WYLIE. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

Anali Alanis, Interim City Manager, introduced the item.

Comm. Carrillo **moved** to approve as discussed in closed session. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

ITEM 3. PUBLIC TESTIMONY

Lorena Singh signed up to speak on item 10.G.

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:00 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 15th DAY OF MAY 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: May 16, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-09 Rental of Facilities *(3rd and Final 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 update rental facilities.

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 - 5/16/2023
Sergio Alanis	Approved - 5/23/2023
Karla Saavedra	Approved - 5/24/2023
Patricia Rigney	Approved - 5/24/2023
City Management Office	Final Approval - 6/2/2023

ORDINANCE NO. O-2023-09

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 (Baseball Fields)

~~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.~~

a. **Restricted usage.** Baseball fields will be used for practice and open play only. **No organized leagues, tournaments/private events or alcoholic beverages will be allowed on the premises. Maximum usage time shall not exceed two (2) hours.**

(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 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 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.

b. **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 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 CENTER (CONFERENCE RM 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 8AM – 5PM	$1,000	$700
Conference Room	Mon-Sat 8AM – 5PM	$800	$500

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 $250 is required for both areas and must be paid at time of reservation.

a. **Payment of Rental**. All reservations require a $250 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 17th day of April, 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 th day of February, 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 6th day of March, 2023.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: May 25, 2023
MEETING DATE: June 5, 2023

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, authorizing Pharr Police Department to partner with Fiber Broker's International for the destruction of 166 Ballistic Vest Panels. **This item supports SSC - Safe and Secure Community**.

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

Issue: The Pharr Police Department is a recipient of federal funds from the Patrick Leahy Bulletproof Vest Grant Program. The ballistic vests obtained from this grant have a five-year warranty that makes them unusable once their five-year shelf life expires. In accordance with the Grant, the Pharr Police Department seeks authorization to partner with Fiber Broker International LLC for the destruction of the expired ballistic panels. The destruction of the ballistic panels will be at no cost to the Pharr Police Department.

Fiscal Consideration: The destruction of the panels will be at no cost to the Pharr Police Department

Staff Recommendation: Staff recommends approval to use Fiber Broker International for the destruction of 166 ballistic panels

Alternatives: Not approve the destruction of the panels, and the Pharr Police Department will have to store these items.

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

ROUTING:

Joel Robles	Created/Initiated - 5/25/2023
Juan Gonzalez	Approved - 5/30/2023
Patricia Rigney	Approved - 5/31/2023
City Management Office	Final Approval - 6/2/2023

FIBER BROKERS INTERNATIONAL, LLC

289 Cooper Ave. Brent, AL 35034
Phone: 205-413-4499 Fax: 205-316-0001

ENROLLMENT, RECEIPT AND DESTRUCTION RECORD ("SBDR"
RETURN #FBI-01

Agency Name: Pharr Police Department
Agency Address: 1900 S. Cage Blvd.
Agency City/State: Pharr, Texas 78577
Agency Contact: Lt. Daniel Leal Phone #: (956) 402-4735
E-mail Address: daniel.leal@pd.pharr-tx.gov Date: 05/25/2023

Thank you for participating in our Secure Ballistic Disposal and Recycling Program. Your participation is subject to the attached terms and conditions. By signing this record, you affirm your acceptance of those terms.

In order to assist us in maintaining a chain of custody over the products until they are properly destroyed, please fill in the information below and return a copy to us with your shipment.

Number of complete vests: 166 ballistic panels
Number of Boxes: 4
Number of Pallets: _____
Loading Dock ___Yes ___ No
Hours of Operation _____
Comments/Special Instructions:

Agency Contact: Daniel Leal
(Signature)

Print Name: Daniel Leal
(Name)

Lieutenant
(Title)

Submit Completed Forms to:

Fiber Brokers International
ATTN: Alice Caldwell
Email: Alice.caldwell@brentindustries.net

Pharr Police Department

Disposal Inventory - Ballistic Panels

COUNT	MANUFACTOR	MODEL NUMBER	Date of Issue	SERIAL NUMBER	Expired
1	Point Blank	No Data	2010	10-0000058597	Yes
2	Point Blank	No Data	2011	11-0000107045	Yes
3	Point Blank	No Data	2011	11-0000107069	Yes
4	Point Blank	No Data	2011	11-0000107007	Yes
5	Point Blank	Hi Lite BII	2012	12-0000008928	Yes
6	Point Blank	Hi Lite BII	2012	12-0000008851	Yes
7	Point Blank	Hi Lite BII	2012	12-0000008898	Yes
8	Point Blank	Hi Lite BII	2012	12-0000008816	Yes
9	Point Blank	Hi Lite BII	2013	13-0000215261	Yes
10	Point Blank	Hi Lite BII	2013	13-0000215167	Yes
11	Point Blank	Hi Lite BII	2013	13-0000074535	Yes
12	Point Blank	Hi Lite BII	2013	13-0000215150	Yes
13	Point Blank	Hi Lite BII	2013	13-0003624028	Yes
14	Point Blank	Hi Lite BII	2013	13-0000215255	Yes
15	Point Blank	Hi Lite BII	2013	13-0003624069	Yes
16	Point Blank	Hi Lite BII	2013	13-0000215288	Yes
17	Point Blank	Hi Lite BII	2013	13-0000215188	Yes
18	Point Blank	Hi Lite BII	2013	13-0000215133	Yes
19	Point Blank	Hi Lite BII	2013	13-0000074533	Yes
20	Point Blank	Hi Lite BII	2013	13-0000215250	Yes
21	Point Blank	Hi Lite BII	2013	13-0000074426	Yes
22	Point Blank	Hi Lite BII	2013	13-0000215142	Yes
23	Point Blank	Hi Lite BII	2013	13-0000077076	Yes
24	Point Blank	Hi Lite BII	2013	13-0000077050	Yes
25	Point Blank	Hi Lite BII	2013	13-0000074530	Yes
26	Point Blank	Hi Lite BII	2013	13-0000074424	Yes
27	Point Blank	Hi Lite BII	2013	13-0000215237	Yes
28	Point Blank	Hi Lite BII	2013	13-0000215130	Yes
29	Point Blank	Hi Lite BII	2013	13-0000074428	Yes
30	Point Blank	Hi Lite BII	2014	14-0000201443	Yes
31	Point Blank	Hi Lite BII	2014	14-0000201394	Yes
32	Point Blank	Hi Lite BII	2014	14-0000605883	Yes
33	Point Blank	Hi Lite BII	2014	14-0000605822	Yes
34	Point Blank	Hi Lite BII	2015	15-0000399776	Yes
35	Point Blank	Hi Lite BII	2015	15-0000399723	Yes
36	Point Blank	Hi Lite BII	2015	15-0000399699	Yes
37	Point Blank	Hi Lite BII	2015	15-0000399685	Yes
38	Point Blank	Hi Lite BII	2015	15-0000399703	Yes
39	Point Blank	Hi Lite BII	2015	15-0000399727	Yes
40	Point Blank	Hi Lite BII	2015	15-0000399652	Yes
41	Point Blank	Hi Lite BII	2016	16-0000262144	Yes
42	Point Blank	Hi Lite BII	2016	16-0000262166	Yes
43	Point Blank	Hi Lite BII	2016	16-0000262129	Yes
44	Point Blank	Hi Lite BII	2016	16-0000579654	Yes
45	Point Blank	Hi Lite BII	2016	16-0000579665	Yes
46	Point Blank	Hi Lite BII	2016	16-0000579657	Yes
47	Point Blank	Hi Lite BII	2017	17-0000242154	Yes
48	Point Blank	Hi Lite BII	2017	17-0000242117	Yes

Pharr Police Department

Disposal Inventory - Ballistic Panels

COUNT	MANUFACTOR	MODEL NUMBER	Date of Issue	SERIAL NUMBER	Expired
49	Point Blank	Hi Lite BII	2017	17-0000010564	Yes
50	Point Blank	Hi Lite BII	2017	17-0000242157	Yes
51	Point Blank	Hi Lite BII	2017	17-0000242112	Yes
52	Point Blank	Hi Lite BII	2017	17-0000242148	Yes
53	Point Blank	Hi Lite BII	2017	17-0000242155	Yes
54	Point Blank	Hi Lite BII	2017	17-0000242116	Yes
55	Point Blank	Hi Lite BII	2017	17-0000242147	Yes
56	Point Blank	Hi Lite BII	2017	17-0000242167	Yes
57	Point Blank	Hi Lite BII	2017	17-0000242153	Yes
58	Point Blank	Hi Lite BII	2017	17-0000242114	Yes
59	Point Blank	Hi Lite BII	2017	17-0000242109	Yes
60	Point Blank	Hi Lite BII	2017	17-0000242133	Yes
61	Point Blank	Hi Lite BII	2018	18-0000106350	Yes
62	Point Blank	Hi Lite BII	2018	18-0000106343	Yes
63	Point Blank	Hi Lite BII	2018	18-0000396779	Yes
64	Point Blank	Hi Lite BII	2018	18-0000106316	Yes
65	Point Blank	Hi Lite BII	2018	18-0000396778	Yes
66	Point Blank	Hi Lite BII	2018	18-0000106304	Yes
67	Point Blank	Hi Lite BII	2018	18-0000106319	Yes
68	Point Blank	Hi Lite BII	2018	18-0000396772	Yes
69	Point Blank	Hi Lite BII	2018	18-0000418757	Yes
70	Point Blank	Hi Lite BII	2018	18-0000418784	Yes
71	Point Blank	Hi Lite BII	2018	18-0000396783	Yes
72	Point Blank	Hi Lite BII	2018	18-0000396781	Yes
73	Point Blank	Hi Lite BII	2018	18-0000106290	Yes
74	Point Blank	Hi Lite BII	2018	18-0000396762	Yes
75	Point Blank	Hi Lite BII	2018	18-0000106348	Yes
76	Point Blank	Hi Lite BII	2018	18-0000396758	Yes
77	Point Blank	Hi Lite BII	2018	18-0000106266	Yes
78	Point Blank	Hi Lite BII	2018	18-0000106251	Yes
79	Point Blank	Hi Lite BII	2018	18-0000106265	Yes
80	Point Blank	Hi Lite BII	2018	18-0000396753	Yes
81	Point Blank	Hi Lite BII	2018	18-0000418727	Yes
82	Point Blank	Hi Lite BII	2018	18-0000418754	Yes
83	Point Blank	Hi Lite BII	2018	18-0000396766	Yes
84	Point Blank	Hi Lite BII	2018	18-0000396760	Yes
85	Point Blank	Hi Lite BII	2018	18-0000396777	Yes
86	Point Blank	Hi Lite BII	2018	18-0000396759	Yes
87	Point Blank	Hi Lite BII	2018	18-0000106274	Yes
88	Point Blank	Hi Lite BII	2018	18-0000106325	Yes
89	Point Blank	Hi Lite BII	2018	18-0000106260	Yes
90	Point Blank	Hi Lite BII	2018	18-0000106311	Yes
91	Point Blank	Hi Lite BII	2018	18-0000106345	Yes
92	Point Blank	Hi Lite BII	2018	18-0000106342	Yes
93	Point Blank	Hi Lite BII	2018	18-0000106323	Yes
94	Point Blank	Hi Lite BII	2018	18-0000106317	Yes
95	Point Blank	Hi Lite BII	2018	18-0000418774	Yes
96	Point Blank	Hi Lite BII	2018	18-0000106289	Yes

Pharr Police Department

Disposal Inventory - Ballistic Panels

COUNT	MANUFACTOR	MODEL NUMBER	Date of Issue	SERIAL NUMBER	Expired
97	Point Blank	Hi Lite BII	2018	18-0000106294	Yes
98	Point Blank	Hi Lite BII	2018	18-0000106269	Yes
99	Point Blank	Hi Lite BII	2018	18-0000106291	Yes
100	Point Blank	Hi Lite BII	2018	18-0000418737	Yes
101	Point Blank	Hi Lite BII	2018	18-0000106329	Yes
102	Point Blank	Hi Lite BII	2018	18-0000106328	Yes
103	Point Blank	Hi Lite BII	2018	18-0000106302	Yes
104	Point Blank	Hi Lite BII	2018	18-0000106318	Yes
105	Point Blank	Hi Lite BII	2018	18-0000106282	Yes
106	Point Blank	Hi Lite BII	2018	18-0000106277	Yes
107	Point Blank	Hi Lite BII	2018	18-0000106249	Yes
108	Point Blank	Hi Lite BII	2018	18-0000106273	Yes
109	Point Blank	Hi Lite BII	2018	18-0000106267	Yes
110	Point Blank	No Data	No Data	No Data	Yes
111	Point Blank	No Data	No Data	No Data	Yes
112	Point Blank	No Data	No Data	No Data	Yes
113	Point Blank	No Data	No Data	No Data	Yes
114	Point Blank	No Data	No Data	No Data	Yes
115	Point Blank	No Data	No Data	No Data	Yes
116	Point Blank	No Data	No Data	No Data	Yes
117	Point Blank	No Data	No Data	No Data	Yes
118	Point Blank	No Data	No Data	No Data	Yes
119	Point Blank	No Data	No Data	No Data	Yes
120	Point Blank	No Data	No Data	No Data	Yes
121	Point Blank	No Data	No Data	No Data	Yes
122	Point Blank	No Data	No Data	No Data	Yes
123	Point Blank	No Data	No Data	No Data	Yes
124	Point Blank	No Data	No Data	No Data	Yes
125	Point Blank	No Data	No Data	No Data	Yes
126	Point Blank	No Data	No Data	No Data	Yes
127	Point Blank	No Data	No Data	No Data	Yes
128	Point Blank	No Data	No Data	No Data	Yes
129	Point Blank	No Data	No Data	No Data	Yes
130	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
131	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
132	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
133	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
134	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
135	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
136	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
137	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
138	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
139	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
140	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
141	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
142	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
143	Point Blank	Soft Trauma Plate	No Data	No Data	Yes

Pharr Police Department

Disposal Inventory - Ballistic Panels

COUNT	MANUFACTOR	MODEL NUMBER	Date of Issue	SERIAL NUMBER	Expired
144	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
145	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
146	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
147	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
148	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
149	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
150	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
151	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
152	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
153	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
154	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
155	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
156	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
157	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
158	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
159	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
160	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
161	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
162	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
163	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
164	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
165	Point Blank	Soft Trauma Plate	No Data	No Data	Yes
166	Point Blank	Soft Trauma Plate	No Data	No Data	Yes

To: Acting Chief Juan Gonzalez

From: Lt. Daniel Leal

Date: 5/25/2023

Re: Surplus Body Armor

A recommendation for this request to be routed to the City Manager's office for consideration by the city commission.

Background:

The City of Pharr purchasing manual Chapter 8 addresses procedures for the disposal of surplus/salvaged equipment/material.

8A – Surplus Equipment and Property

Any property that is movable or not attached to the land (referred to as personal property) such as furniture, fixtures, vehicles, equipment, tools, instruments, clothing. Or other such items of value, which have lost its useful value to the city or has become obsolete, may be disposed of by any of the following methods.

1. Sold competitively by accepting sealed bids or by public auction;
2. Traded in for new equipment;
3. Donated to an entity with City Commission approval;
4. Recycled; or
5. If the item has no value except for salvage, the procedure will take place per Section 8 B.

The Pharr Police Department participates with the Department of Justice Bullet Proof Vest Grant. The issue of maintaining inventory of ballistic panels that are over the five (5) year mark and no longer under warranty has risen. I reached out to the Department of Justice, and they informed me that departments which receive funds for Bullet Proof Vests are allowed to adhere to their City Policy regarding destruction and surplus of equipment.

Police staff conducted an inventory of Bullet Proof Vests which no longer fit or are expired and a list of one hundred and twenty-nine (129) ballistic panels and thirty-seven (37) soft trauma plates were

recorded. We reached out to different organizations that destroy and recycle ballistic panels and Fiber Brokers International, LLC out of Brent, Alabama provides this service to law enforcement entities free of charge. I spoke with Pamela Hooks of Fiber Brokers International, LLC and learned that they provide this service to Houston PD, Austin PD, and San Antonio PD in the State of Texas. Ms. Hooks informed me that Federal Agencies are also serviced by them.

Discussion:

I am asking for approval to partner with Fiber Brokers International, LLC for the destruction of the one hundred and twenty-nine (129) ballistic panels and thirty-seven (37) soft trauma plates currently in our inventory. This department cannot use these panels for police work thus these panels are useless to us. I want to remove these panels from our inventory to prevent theft, unlawful use, and to free up some space in our storage areas.

Fiber Brokers International, LLC will provide acknowledgement of receipt and a certificate of destruction for us, to prevent any liability and compliance with the Department of Justice Bulletproof Vest Grant.

Recommendation:

Based on the foregoing discussion, I hereby recommend that the City Commission approve this item and authorize Fiber Brokers International, LLC to destroy the one hundred and twenty-nine (129) ballistic panels and thirty-seven (37) soft trauma plates in surplus.

Respectfully,

Lt. Daniel Leal
Pharr Police Department

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.
DATE SUBMITTED: June 1, 2023
MEETING DATE: June 5, 2023

FROM: Juan Gonzalez, Interim Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley for the transfer of equipment purchased with grant funds. **This item supports SSC - Safe and Secure Community**.

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

Issue: The Memorandum of Understanding (MOU) sets forth the terms, conditions, and understanding between the City of Mcallen, Sub-Recipient, and all participating agencies, in regard to transferring and receiving equipment purchased with State and/or Federal grant funds.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: Not approve item.

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

ROUTING:

Juan Gonzalez	Created/Initiated - 6/1/2023
Patricia Rigney	Approved - 6/1/2023
Karla Saavedra	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

City of McAllen

RGV TAG

TRANSFER OF EQUIPMENT PURCHASED WITH GRANT FUNDS MEMORANDUM OF UNDERSTANDING (MOU) AND POLICY BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-GANG (TAG) CENTER RIO GRANDE VALLEY

March 28, 2023

Addendum To

MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-GANG (TAG) CENTER RIO GRANDE VALLEY

Purpose.

1. This Addendum amends, modifies, and revises the Memorandum of Understanding Between The Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley;

2. This Addendum sets forth the policies, terms, conditions and understanding between The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Receiving Jurisdiction/Agency in regard to TRANSFER and RECEIPT of equipment purchased with State and/or Federal grant funds; and

3. Policies herein, including transfer and receipt of equipment, duration, certification, sub-recipient responsibilities, and receiving agency/jurisdiction responsibilities shall apply to transfer and receipt of equipment.

Transfer and Receipt of Equipment.

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to transfer and receipt of equipment purchased with State and/or Federal grant funds agree that:

This Memorandum of Understanding (MOU) sets forth the terms, conditions and understanding between the City of McAllen, Sub-Recipient, and the _____, Receiving Jurisdiction/Agency, in regard to transferring and receiving equipment purchased with State and/or Federal grant funds.

Duration.

This MOU shall become effective upon signature by the authorized officials from each party and may be modified, and/or terminated, upon mutual consent of both authorized officials.

Certification.

This is to certify that the equipment being transferred was acquired by the expenditure of grant funds awarded to the Sub-recipient.

The Receiving Jurisdiction/Agency certifies that they have received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) and have knowledge of, and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.

The Receiving Jurisdiction/Agency further certifies that they have received a copy of the Sub-Recipient's Grant Award (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award. Sub-Recipient certifies that all Grant Award documents and amendments are included in Attachment B.

The Sub-Recipient and Receiving Jurisdiction/Agency further certify that they are duly authorized and empowered by their governing body to enter into this agreement.

Transfer and Receipt of Equipment Policy:

Sub-Recipient: The City of McAllen.

Receiving Jurisdiction/Agency (Partner/Participating Agency): _____.

Certification Requirements: The receiving entity shall certify that it meets the following requirements.

- Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

- Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system. Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

- Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered Funding Announcement: FY23 TAG Page 3 | 4 eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

- Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code. Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law

Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

- Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to https://fedgov.dnb.com/webform).

- Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://sam.gov/: and

- All law enforcement agencies receiving an award under this grant must agree to comply with TXGANG reporting requirements relating to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedure. Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds

Transfer of Equipment Procedure.

- The Receiving Jurisdiction/Agency shall submit a request for transfer of equipment purchased with State and/or Federal grant funds that is intended for assignment to that participating agency.

- Transfer and Receipt of equipment purchased with State and/or Federal grant funds shall become effective upon signature by the authorized officials of the transfer and receiving partner/participating agency.

- The City of McAllen, State or Federal Funds Recipient and Fiduciary, certifies that the equipment being transferred was acquired by the expenditure of grant funds awarded to the recipient.

- The City of McAllen further certifies that it is duly authorized and empowered by their governing body to enter into this agreement.

- The Receiving Jurisdiction/Agency shall certify that it is duly authorized and empowered by the Receiving Jurisdiction/Agency's governing body to enter into this agreement.

Required partner/participating agency participation under MOU.

- The partner/participating agency has designated a staff person(s) of that agency to the TX RGV TAG Supervisor's Work Group.

- The partner/participating agency has designated a staff person(s) of that agency to the TX RGV TAG as Participating Agency Personnel.

- The partner/participating agency personnel of the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley shall perform not less than 50% of his/her duties at the Texas Anti-Gang (TAG) Center Rio Grande Valley.

- The partner/participating agency shall use equipment transferred pursuant to this MOU for the use and benefit of all TX RGV TAG participating agencies.

Failure to abide by Transfer and Receipt of Equipment MOU.

- Failure to abide by Transfer and Receipt of equipment policy and responsibilities pursuant to this MOU may result in a request by the Sub-recipient to return transferred equipment to the Sub-recipient.

Equipment being transferred:

(Note: When transferring multiple equipment items under this MOU, it is acceptable to append an attachment to this agreement containing the information noted below for each item.)

Item Description: _____

Inventory Number: _____

Serial Number/VIN: _____

Model Number: _____

Acquisition Date: _____

Unit Cost/Fair Market Value: _____

% of Cost Federally Funded: 100%_____

Grant Year/Program: TX FY '23_____

FAIN: _____

eGrants Grant Number: 3060508_____

Sub-recipient Responsibilities:

The Sub-recipient agrees to: Notify receiving jurisdiction/agency of any known modifications to applicable award requirements within 15 business days of receipt.

Receiving Jurisdiction/Partner Agency Responsibilities:

The Receiving Jurisdiction/Agency agrees to:

- Maintain compliance with the requirements of federal and state granting agencies;
- Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
- Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
- Ensure the Sub-recipient, City of McAllen, is notified when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section_.32 (e) Disposition;
    - This notification shall be in the form of email or regular mail to the City of McAllen through and including ALL the following persons:
        - Victor Rodriguez, City of McAllen Police Department.
            - vrodriguez@mcallenpd.net
            - 1601 N. Bicentennial Blvd. McAllen, Texas 78501.
        - Yvette M. Balderas, City of McAllen Grants Administration.
            - ybalderas@mcallen.net
            - 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78504.
        - Sergio Villasana, City of McAllen Finance Department.

- svillasana@mcallen.net
- 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78504.

- Ensure the equipment is maintained in good working order;
- Ensure a physical inventory is conducted every 2 years;
- Ensure the equipment is used only as allowable under the grant; and
- Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response.

This constitutes the sole, entire, and only agreement between the Constituent Agencies concerning the subject matter and supersedes any prior agreements and understandings, whether written or oral. All prior agreements, discussions, representations, warranties, and covenants are merged and no course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms or conditions used in this MOU. There are no warranties, representations, covenants, or agreements, express or implied, between the Constituent Agencies except those expressly set forth in the MOU and addendum. The MOU and addendum may not be amended or changed except by written instrument signed by each Constituent Agency. The invalidity of any portion of this MOU and addendum shall not have any effect on the balance thereof.

It is understood and agreed that each Constituent Agency has reviewed and negotiated the terms and provisions of this MOU and addendum and has had the opportunity to contribute to its revision. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this MOU and addendums. Rather, the terms of this MOU and addendums shall be interpreted to its fair meaning and not strictly in favor or against either party.

Certified & Agreed by:

_City of McAllen _____
Name of Sub-Recipient

__1601 N. Bicentennial Blvd. _____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Certified & Agreed by:

_____
Name of Receiving Jurisdiction/Agency

_____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Date of Transfer: _____

Sub-Recipient Signature	Receiving Jurisdiction Signature
Printed Name and Title	Printed Name and Title

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.
DATE SUBMITTED: June 1, 2023
MEETING DATE: June 5, 2023

FROM: Ruben Rosales, Public Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, on professional services agreement with Freese Nichols Engineers to conduct a Brackish Groundwater Desalination Title XVI Watersmart Feasibility Report for the City of Pharr. **This item supports IF - Infrastructure**.

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

Issue: Feasibility study needed to access federal dollars

Fiscal Consideration: N/A

Staff Recommendation: Approval, with changes as recommended by legal.

Alternatives: N/A

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

ROUTING:

Ruben Rosales	Created/Initiated - 6/1/2023
Ruben Rosales	Approved - 6/1/2023
Karla Saavedra	Approved - 6/2/2023
Mayra Gomez	Approved - 6/2/2023
Patricia Rigney	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

FREESE AND NICHOLS
Innovative approaches
Practical results
Outstanding service
222 N. Expressway 77, Suite 106 □ Brownsville, Texas 78521 □ 956-338-2219 www.freese.com

April 24, 2023

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

Dear Mr. Rosales,

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

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

Yours very truly,
FREESE AND NICHOLS, INC.

Juan Bujanos, P.E.
Account Director

Rev. 4/19

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

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

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

III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of Thirty-Five Thousand, Four Hundred Seventeen Dollars, $35,417.00.

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

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

V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Hidalgo County, Texas.

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

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

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

Freese and Nichols, Inc.	**City of Pharr, Texas**
By: _____	By: _____
David T. Bennett, P.E., Principal Print Name and Title	_____ Print Name and Title
Date: 04/25/2023	Date: _____
ATTEST: _____	ATTEST: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

PROJECT DESCRIPTION

The 2011 Lower Rio Grande Regional Water Plan projects 1,360 acre-feet/year (AFY) of water supply shortages for the City of Pharr in the year 2030 and increasing to 9,166 AFY by 2050. Several strategies are recommended in the regional water plan to address this projected shortage, with the largest supply coming through reservoir augmentation by potable reuse. By implementing the proposed potable reuse strategy the City would be able to run its existing water treatment plant at design capacity for a greter portion of the time.

However, the City's projected growth requires an increase in treatment capacity starting in the year 2030 to meet maximum daily demands. Given the existing limitations on surface water supply availability from the Rio Grande System, the City is compelled to seek additional sources of water supply.

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

ASSUMPTIONS:

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

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

1. PROJECT MANAGEMENT

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

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

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

2. TITLE XVI WATERSMART PROGRAM

Prepare a feasibility report for the development of a new water supply through brackish groundwater desalination options to supplement the City's raw water supply.

A. Project Identifiers

1. Description of the study area and project map

FNI_____

OWNER_____

2. Definition of the study area in terms of both the site-specific project area and where the desalinated water supply will be needed and developed, and any desalinated water distribution systems.

B. Statement of Problems and Needs.

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

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

C. Water Desalination Opportunities

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

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

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

D. Description of Alternatives

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

E. Description of one or more alternative technologies that could be used in the proposed water desalination project under consideration. Where a project only consists of desalinated water distribution, alternative plans for distribution or implementation will be provided. These alternatives must be approvable by the state(s) or tribal authorities in which the project will be located.

F. Economic Analysis

A water desalination feasibility study report must include an economic analysis of the proposed water desalination project relative to other water supply alternatives that could

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

1. The economic analysis included in the feasibility study report shall describe the conditions that exist in the area and provide projections of the future with and without the project. Emphasis in the analysis must be given to the contributions that the plan could make toward alleviation of economic problems and the meeting of future water demand.
2. A cost comparison of alternatives that would satisfy the same demand as the proposed water desalination project. Alternatives used for comparison must be likely and realistic, and developed with the same standards with respect to interest rates and period of analysis.
3. Description of other water supply alternatives considered to accomplish the objectives to be addressed by the proposed water desalination project, including benefits to be gained by each alternative, total project cost, life cycle cost, and corresponding cost of the project water produced expressed in dollars per MG, and/or dollars per acre-foot. An appraisal level cost estimates, or better, is acceptable for these alternatives.
4. When a water desalination project provides water supplies for municipal and industrial use, the benefits of the project can be measured in terms of the cost of the alternative most likely to be implemented in the absence of the project. This is assuming the two alternatives would provide comparable levels of service. This comparison must be provided, if applicable.
5. Some water desalination project benefits will be difficult to quantify; for example, a drought tolerant water supply, reduced water importation, and other social or environmental benefits. These benefits shall be documented and described qualitatively as completely as possible. These qualitative benefits can be considered as part of the justification for a water desalination project in conjunction with the comparison of project costs described above.

G. Selection of the Proposed Water Desalination Project

1. Provide a justification of why the proposed water desalination project is the selected alternative in terms of meeting objectives, demands, needs, cost effectiveness, and other criteria important to the decision.
2. Provide an analysis and, if applicable, an affirmative statement of whether the proposed water desalination project would address the following:
   a. reduction, postponement, or elimination of development of new or expanded water supplies;

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

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

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

H. Environmental Consideration and Potential Effects

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

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

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

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

   c. Description of the status of required Federal, state, tribal, and/or local environmental compliance measures for the proposed water desalination project, including copies of any documents that have been prepared, or results of any relevant studies.

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

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

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

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

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

I. Legal and Institutional Requirements.

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

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

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

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

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

5. Discussion of any unresolved issues associated with implementing the proposed water desalination project, how and when such issues will be resolved, and how the project would be affected if such issues are not resolved.

6. Identification of current and projected wastewater discharge requirements resulting from the proposed water desalination project (e.g., brine disposal).

7. Description of rights to wastewater discharges resulting from implementation of the proposed water desalination project.

J. Financial Capability of Sponsor.

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

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

K. Research Needs.

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

1. description of research needs associated with the proposed water desalination project, including the objectives to be accomplished through research;
2. description of the basis for Reclamation participation in the identified research;
3. identification of the parties who will administer and conduct necessary research; and
4. identification of the timeframe necessary for completion of necessary research.

3. MEETINGS AND SITE VISITS:

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

4. DELIVERABLES:

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

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

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

ARTICLE II

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

A. Design, Bid and Construction Phase Services.

B. Platting or land entitlements.

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

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

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

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

G. Monitoring compliance with permit conditions.

H. Attendance at or assisting with additional public meetings.

ARTICLE III

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

Milestone/Deliverable	Calendar Days / Deadline
Draft Brackish Groundwater Desalination Title XVI WaterSmart Feasibility Report	60 Calendar Days from NTP
Final Brackish Groundwater Desalination Title XVI WaterSmart Feasibility Report	30 Calendar Days from Receipt of Comments on Draft Report

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

ARTICLE IV

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

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

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

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

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

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

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

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

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

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

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

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

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

FNI_____
OWNER_____

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.

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

3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

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

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

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

   FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

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

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

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

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

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

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

11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the City is named as an indemnified party.

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

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

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

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.

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

FNI _____
CITY _____

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

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

FNI _____
CITY _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.
DATE SUBMITTED:
MEETING DATE: June 5, 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.F.1.
DATE SUBMITTED: May 30, 2023
MEETING DATE: June 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Irasema Almazan, representing Martin Almazan and Irasema Salinas, owner (s), has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to General Business District (C). The property is legally described as being Lot 45, Sing's Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2621 South Gardenia Street. COZ#230498 **This item supports EV - Economic Vitality.**

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

Issue: Irasema Almazan, representing Martin Almazan and Irasema Salinas, owner (s), has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to General Business District (C) in order to develop and construct a commercial plaza.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommended approval of the rezoning request from Office and Professional District (O-P) to General Business District (C) as the property meets area requirements, has adequate ingress and egress, and will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Office and Professional District (O-P) to General Business District (C) at their meeting on May 22, 2023. There were seven members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 5/30/2023
Patricia Rigney	Approved - 5/31/2023
Kimberly Mendoza	Approved - 6/1/2023

City Management Office Final Approval - 6/2/2023

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, JUNE 5, 2023**

TO: **MAYOR AND CITY COMMISSION**

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

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

SUBJECT: **Re-zoning Request: From Office and Professional District (O-P) to General Business District (C). The property is legally described as being Lot 45, Sing's Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2621 South Gardenia Street. COZ#230498**

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

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

DESCRIPTION OF PROPERTY:

Irasema Almazan, representing Martin Almazan and Irasema Salinas, owner (s), has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to General Business District (C) in order to develop and construct a commercial plaza.

The subject site is located at the southeast corner of West Hall Acres Road and South Gardenia Street and has a physical address of 2621 South Gardenia Street. The property is legally described as being all of Lot 45, Sing's Subdivision, Pharr, Hidalgo County, Texas.

The property fronts South Gardenia Street, a 70 ft. minor collector street which runs north and south and West Hall Acres Road, an 80 ft. major collector which runs east and west both with a posted speed limit of 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Office and Professional District (O-P). The property was rezoned from Single-Family Residential District (R-1) to Office and Professional District (O-P) on February 18, 2018. The properties to the south and east were rezoned from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) on February 21, 1995, when the city amended the ordinance on March 30, 1982, adopting the current zoning ordinance we use today. A portion of the property to the north was rezoned from Agricultural and/or Open Space District (A-O) to High Density Multi-Family Residential District (R-4) on March 2, 2004. The remaining portion to the north was rezoned from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) on October 07, 2003. The property to the west was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on September 19, 2006. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for single-family residential use in the Land Use Plan.

The owner is requesting to rezone the property to General Business District (C) in order to develop and construct a commercial plaza for uses such as a coffee shop, daycare, and mini school for after school children.

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

Eighteen (18) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on May 12, 2023, and a legal notice was published in the Advance News Journal on May 10, 2023. Staff has received four calls for information.

Development Services recommended approval of the request to re-zone from Office and Professional District (O-P) to General Business District (C) as the property meets area requirements, has adequate ingress and egress.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Office and Professional District (O-P) to General Business District (C) at the meeting on May 22, 2023.

CITY COMMISSION OPTIONS:

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

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Irasema Almazan, **representing**
Martin Almazan and Irasema Salinas, owner (s)
APPLICANT

Office and Professional District (O-P)
CURRENT ZONE

2621 South Gardenia Street
ADDRESS

General Business District (C)
PROPOSED ZONE

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

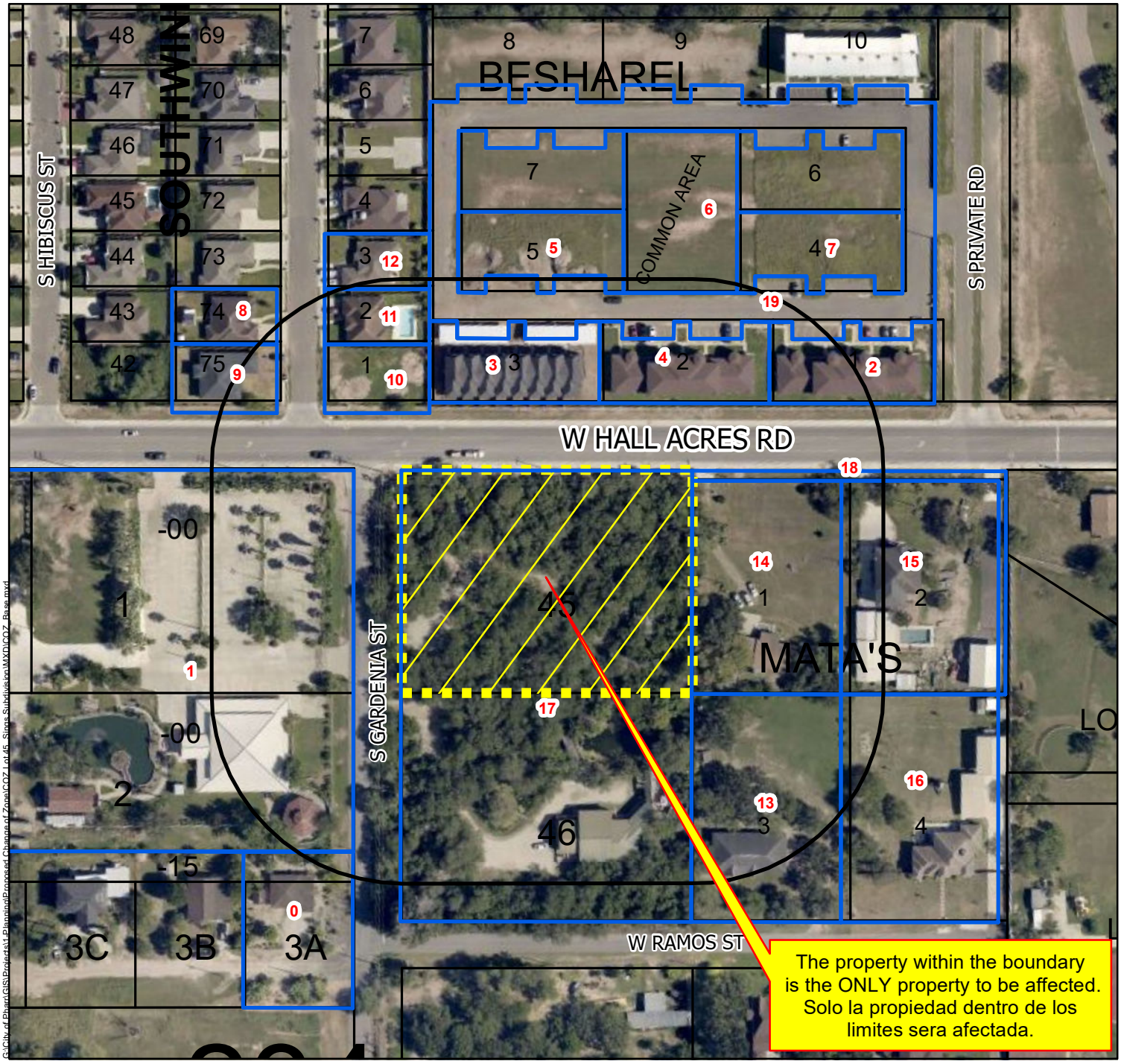
STAFF RECOMMENDATIONS:

Development Services is recommending approval of the request to re-zone from Office and Professional District (O-P) to General Business District (C) as the property meets area requirements, has adequate ingress and egress and will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Laura Fonseca, Planner I
PREPARED BY

May 12, 2023
DATE

Proposed Change of Zone
Lot 45, Sing's Subdivision
Irasema Almazan



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
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Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 4/27/2023

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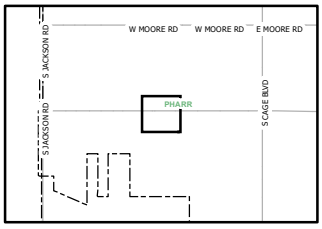
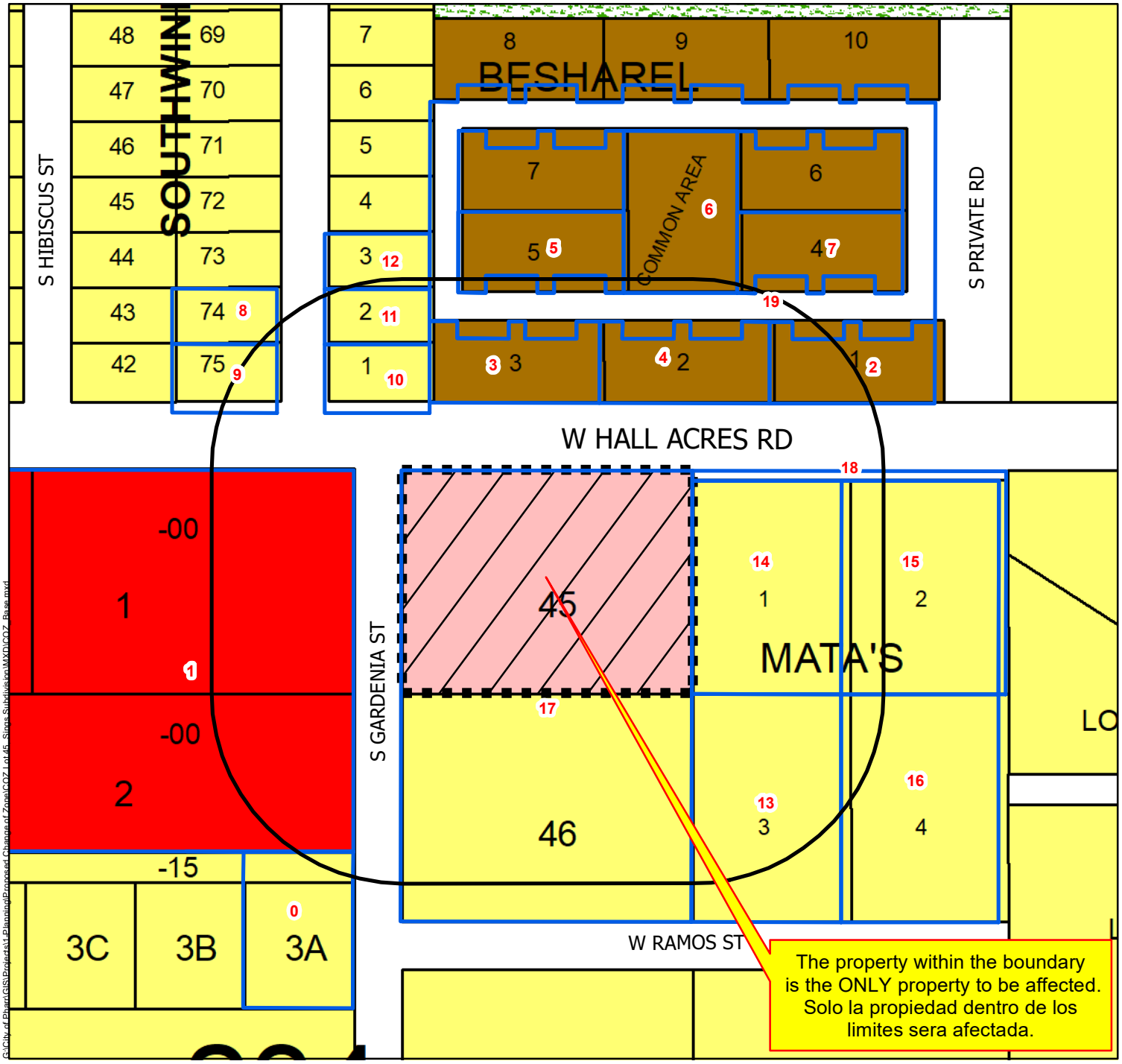


Proposed Change of Zone
Lot 45, Sing's Subdivision
Irasema Almazan



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FUTURELAND

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- ROW
- Parks
- 200 ft Radius
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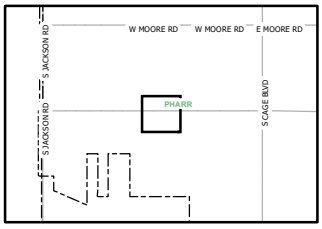

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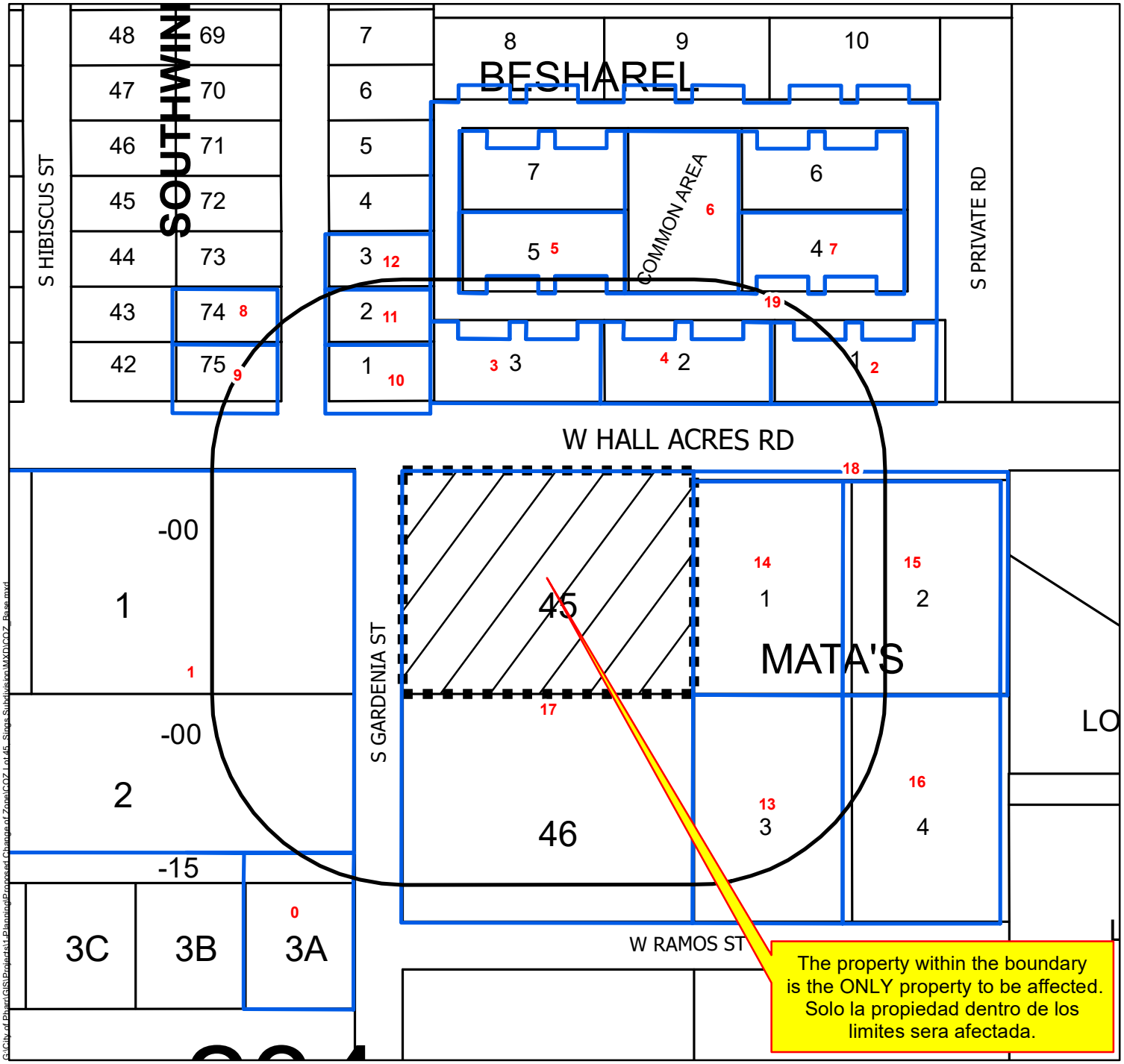

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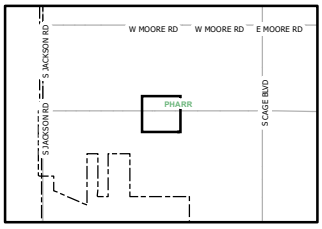

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City of Pharr, Texas
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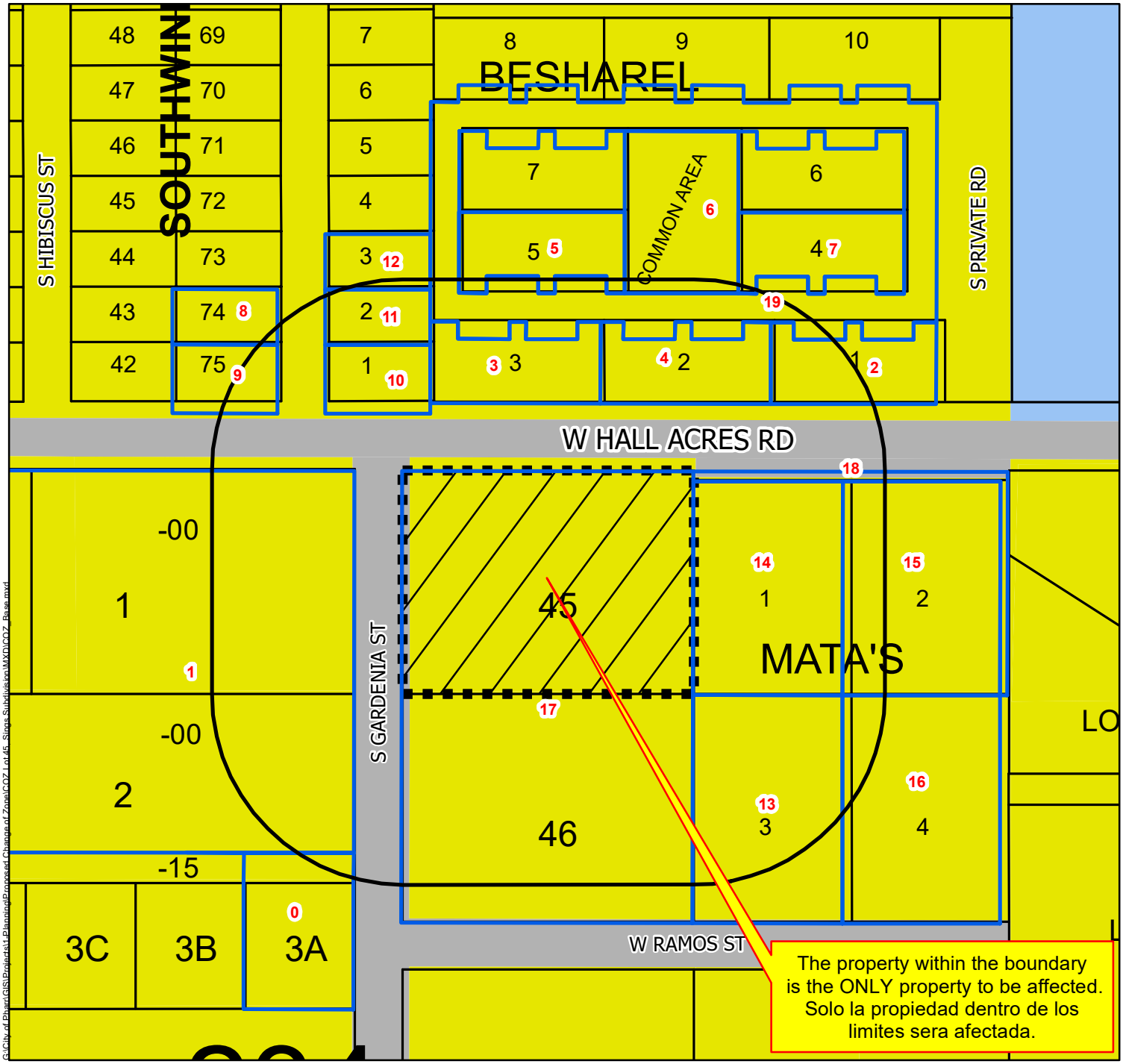
Irasema Almazan

Pharr Engineering



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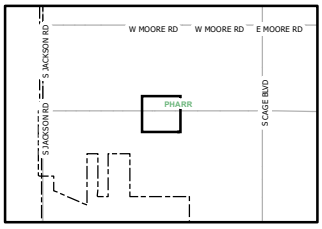

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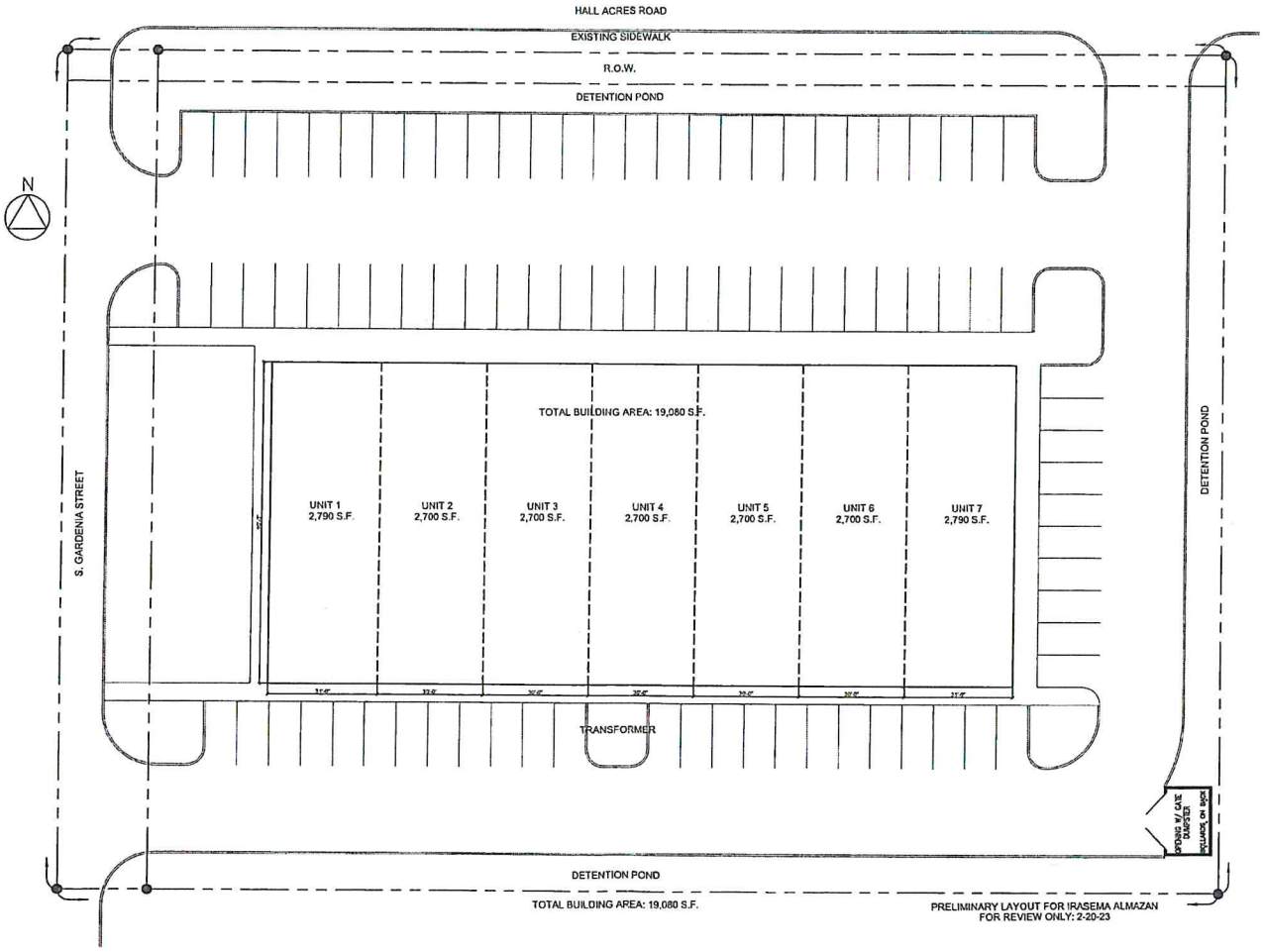

HALL ACRES ROAD
EXISTING SIDEWALK
R.O.W.
DETENTION POND
N
S. GARDENIA STREET
TOTAL BUILDING AREA: 19,080 S.F.
UNIT 1
2,790 S.F.
UNIT 2
2,700 S.F.
UNIT 3
2,700 S.F.
UNIT 4
2,700 S.F.
UNIT 5
2,700 S.F.
UNIT 6
2,700 S.F.
UNIT 7
2,790 S.F.
TRANSFORMER
DETENTION POND
DETENTION POND
TOTAL BUILDING AREA: 19,080 S.F.
PRELIMINARY LAYOUT FOR IRASEMA ALMAZAN
FOR REVIEW ONLY: 2-20-23

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.2.
DATE SUBMITTED: May 30, 2023
MEETING DATE: June 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Ricardo Ramos, representing International Development Properties, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Limited Industrial District (L-I) to General Business District (C). The property is legally described as being Lot 2, Nolana Hampton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 308 West Nolana Loop. COZ#230499 **This item supports EV - Economic Vitality.**

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

Issue: Ricardo Ramos, representing International Development Properties, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Limited Industrial District (L-I) to General Business District (C) in order to comply with the minimum lot area requirements for the property. A proposed replat by the name of Lots 2A & 2B, Nolana Hampton is also on the same agenda for consideration of the preliminary and final replat.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommended approval of the rezoning request from Limited Industrial District (L-I) to General Business District (C) as the properties meet area requirements, have adequate ingress and egress and will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Limited Industrial District (L-I) to General Business District (C) at their meeting on May 22, 2023. There were seven members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza Created/Initiated - 5/30/2023

Patricia Rigney	Approved - 5/31/2023
Kimberly Mendoza	Approved - 6/1/2023
City Management Office	Final Approval - 6/2/2023

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, JUNE 5, 2023**

TO: **MAYOR AND CITY COMMISSION**

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

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

SUBJECT: **Re-zoning Request: From Limited Industrial District (L-I) to General Business District (C). The property is legally described as being Lot 2, Nolana Hampton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 308 West Nolana Loop. COZ#230499**

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

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

DESCRIPTION OF PROPERTY:

Ricardo Ramos, representing International Development Properties, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Limited Industrial District (L-I) to General Business District (C) in order to comply with the

minimum lot area requirements for the property. A proposed replat by the name of Lots 2A & 2B, Nolana Hampton is also on the same agenda for consideration by the Board.

The subject site is located on the north side of West Nolana Loop, approximately 620 ft. west of North Cage Boulevard and has a physical address of 308 West Nolana Loop. The property is legally described as being all of Lot 2, Nolana Hampton Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Nolana Loop, a 120 ft. - 150 ft. principal arterial street which runs east and west with a posted speed limit of 40 to 55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property and properties to the east, west, and south were zoned Limited Industrial District (L-I), when the city amended the ordinance on March 30, 1982, adopting the current zoning ordinance we use today. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for industrial use in the Land Use Plan.

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

Fourteen (14) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on May 12, 2023, and a legal notice was published in the Advance News Journal on May 10, 2023. Staff received no response to the letters or the legal notice.

Development Services recommended approval of the request to re-zone from Limited Industrial District (L-I) to General Business District (C) as the property meets area requirements, has adequate ingress and egress.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Limited Industrial District (L-I) to General Business District (C) at the meeting on May 22, 2023.

CITY COMMISSION OPTIONS:

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

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Ricardo Ramos, representing International Development Properties, LLC.,	**Limited Industrial District (L-I)**
APPLICANT	CURRENT ZONE
308 W Nolana Loop	**General Business District (C)**
ADDRESS	PROPOSED ZONE

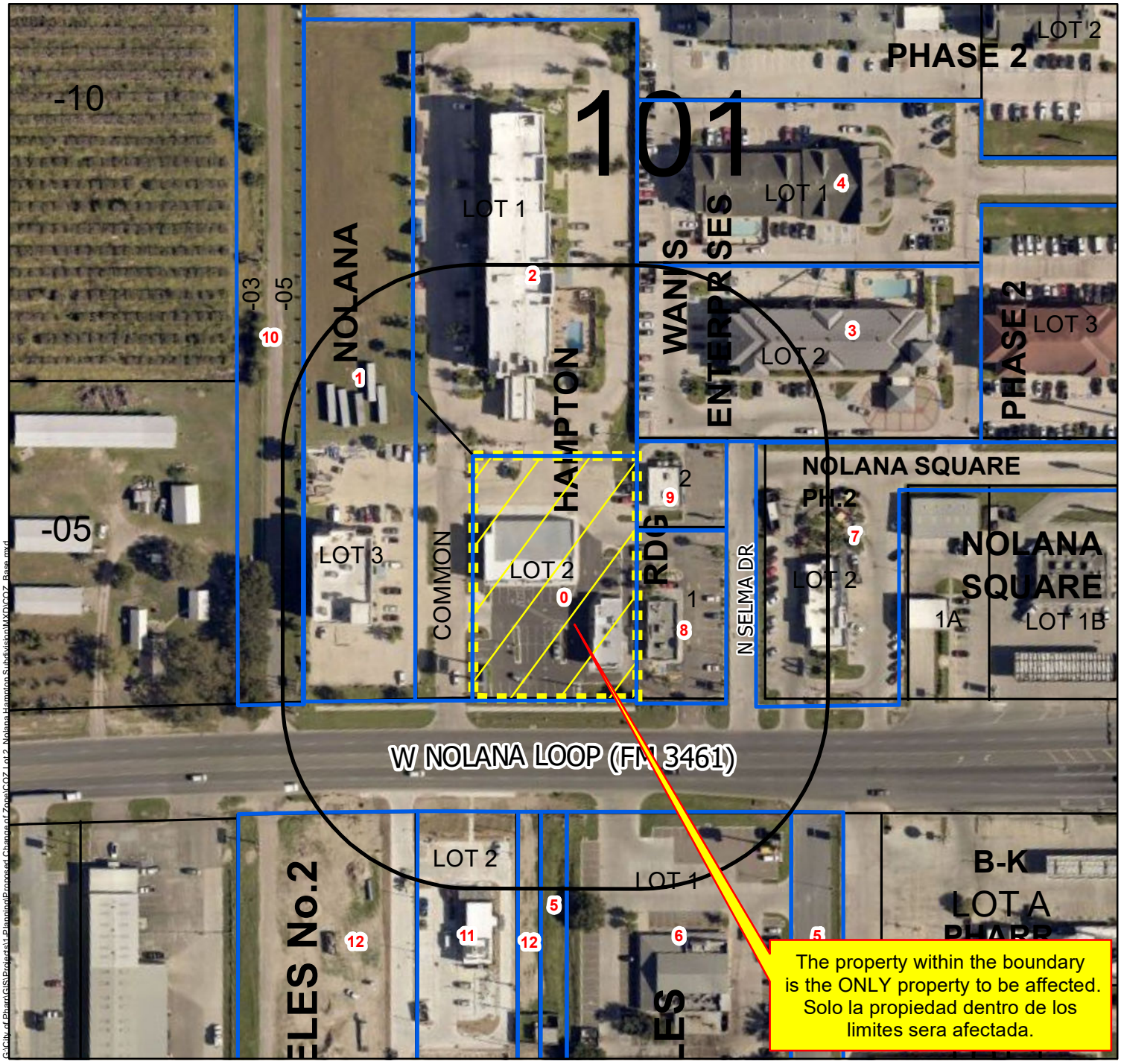
		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)		X
4	Is the property located along a major thoroughfare?	X	
5	Will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

STAFF RECOMMENDATIONS: **Approval**

Development Services is recommending approval of the request to re-zone from Limited Industrial (L-I) to General Business District (C) as the properties meet area requirements, have adequate ingress egress and will be compatible with surrounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements

Laura Fonseca, Planner I	**May 12, 2023**
PREPARED BY	DATE

Proposed Change of Zone
Lot 2, Nolana Hampton Subdivision
Ricardo Ramos



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- Hidalgo ISD
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Future Land Use

FUTURELAND

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- Notified Properties
- Subject Property

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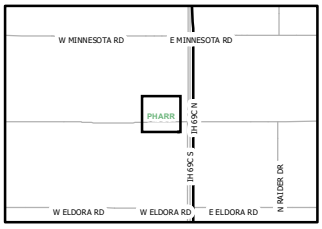

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 4/27/2023

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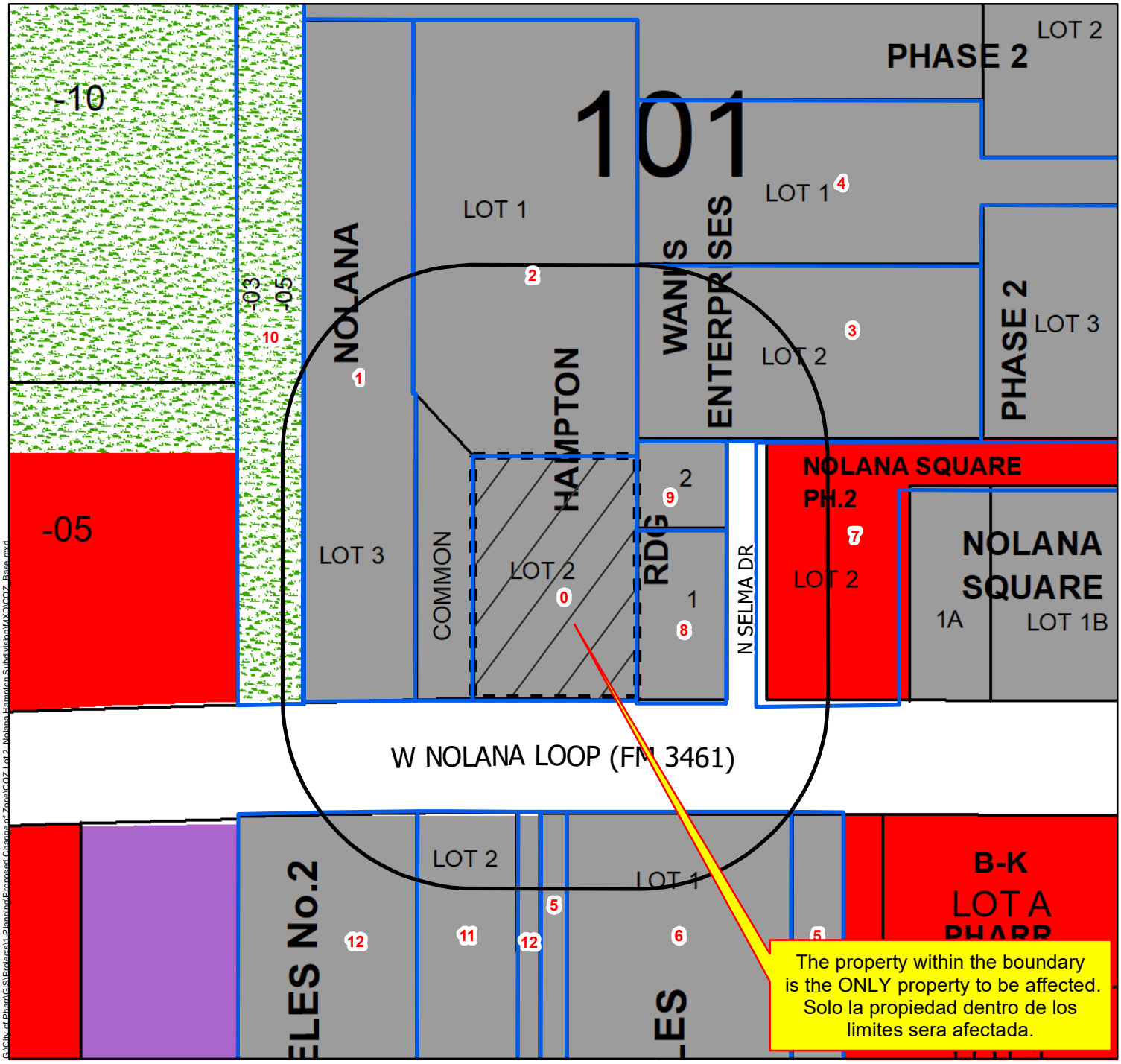

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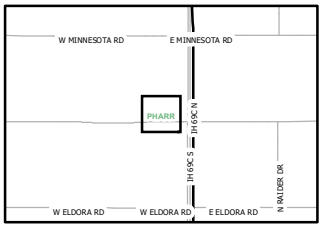

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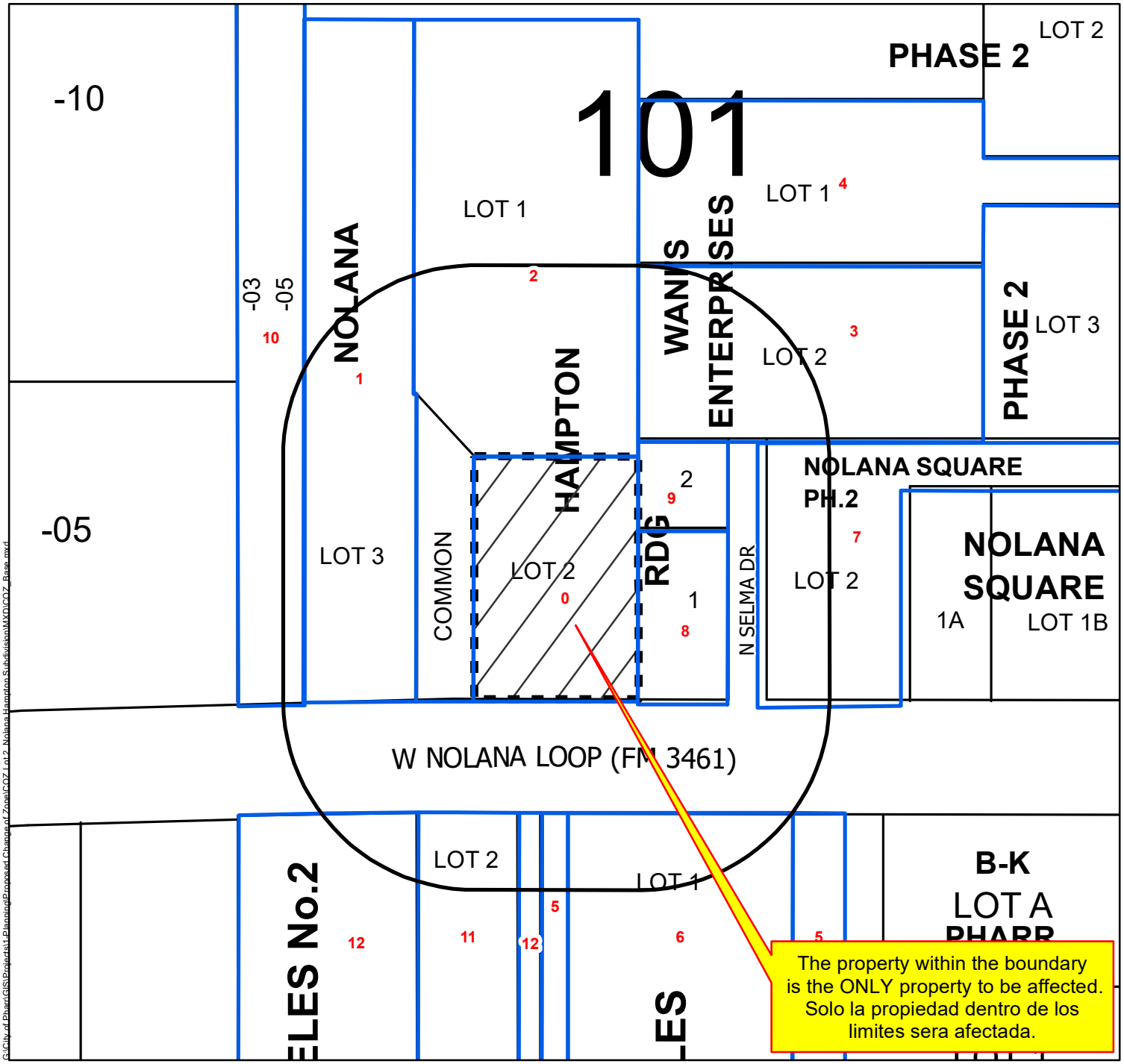

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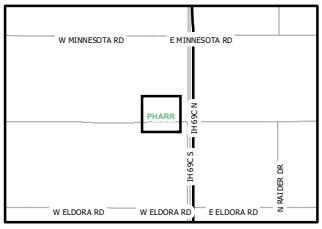

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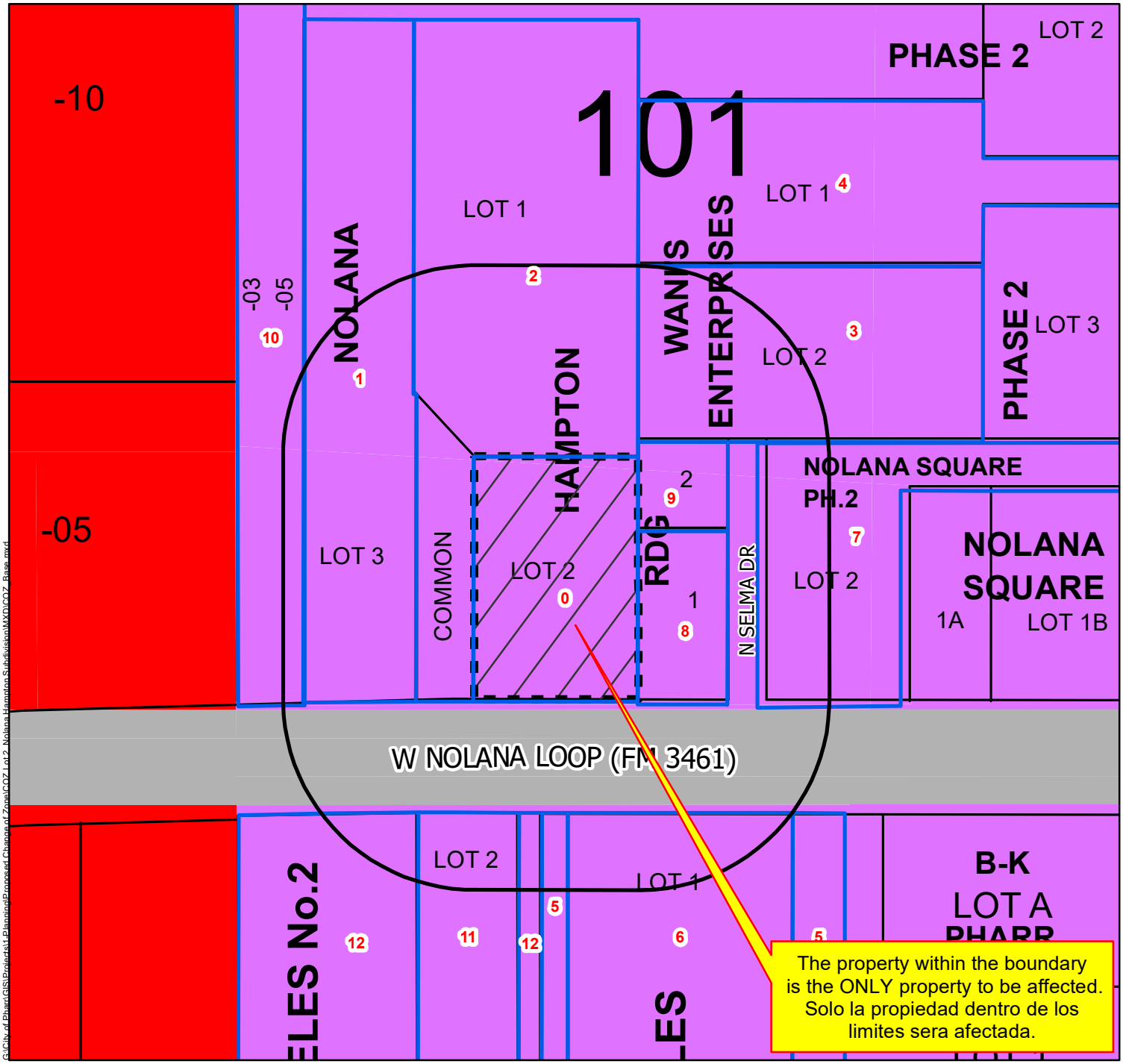

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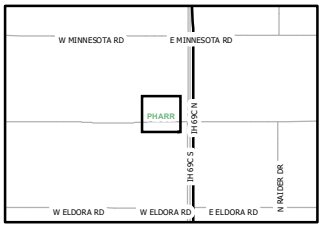
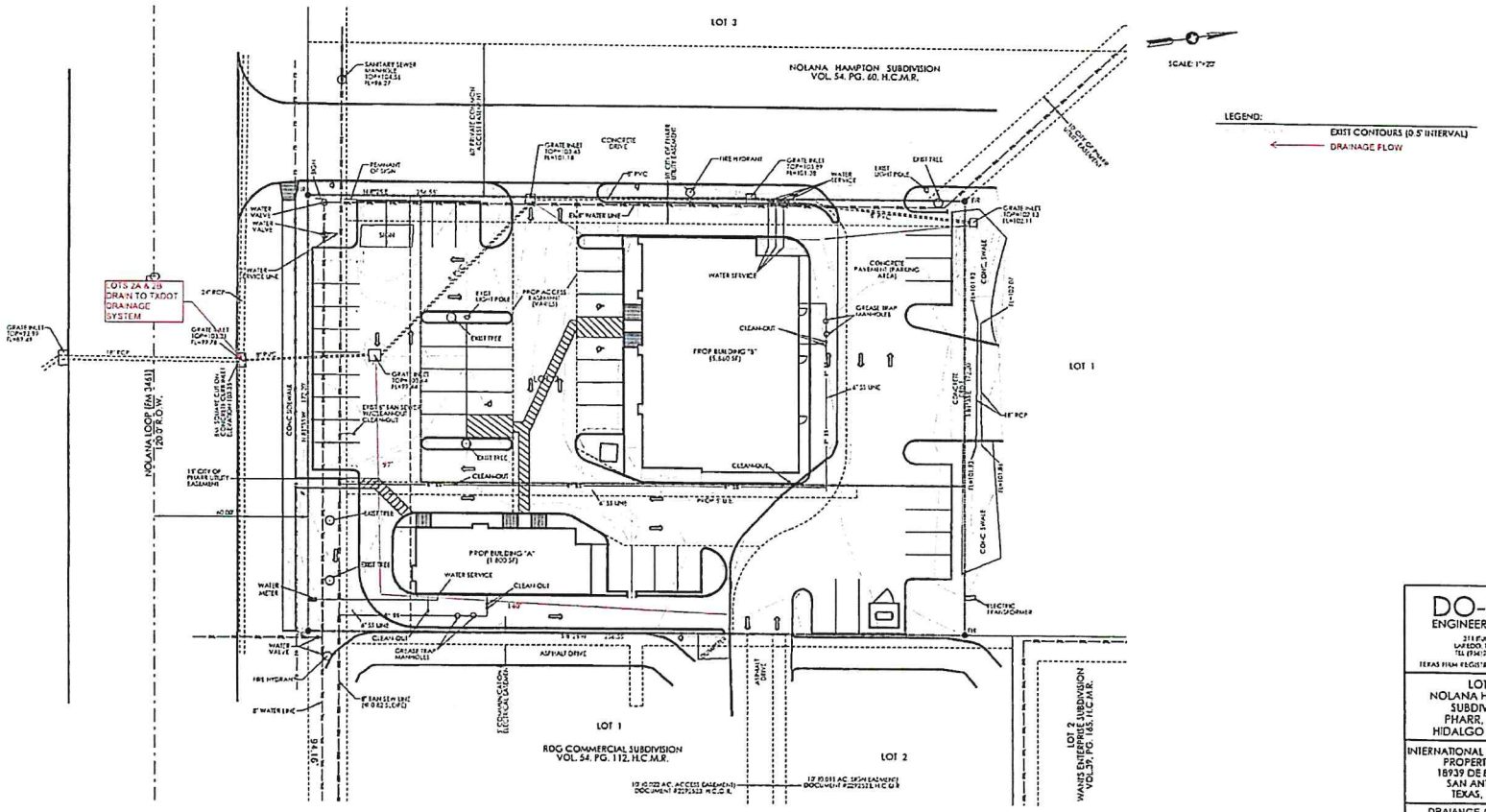




DO-RITE ENGINEERING, LLC

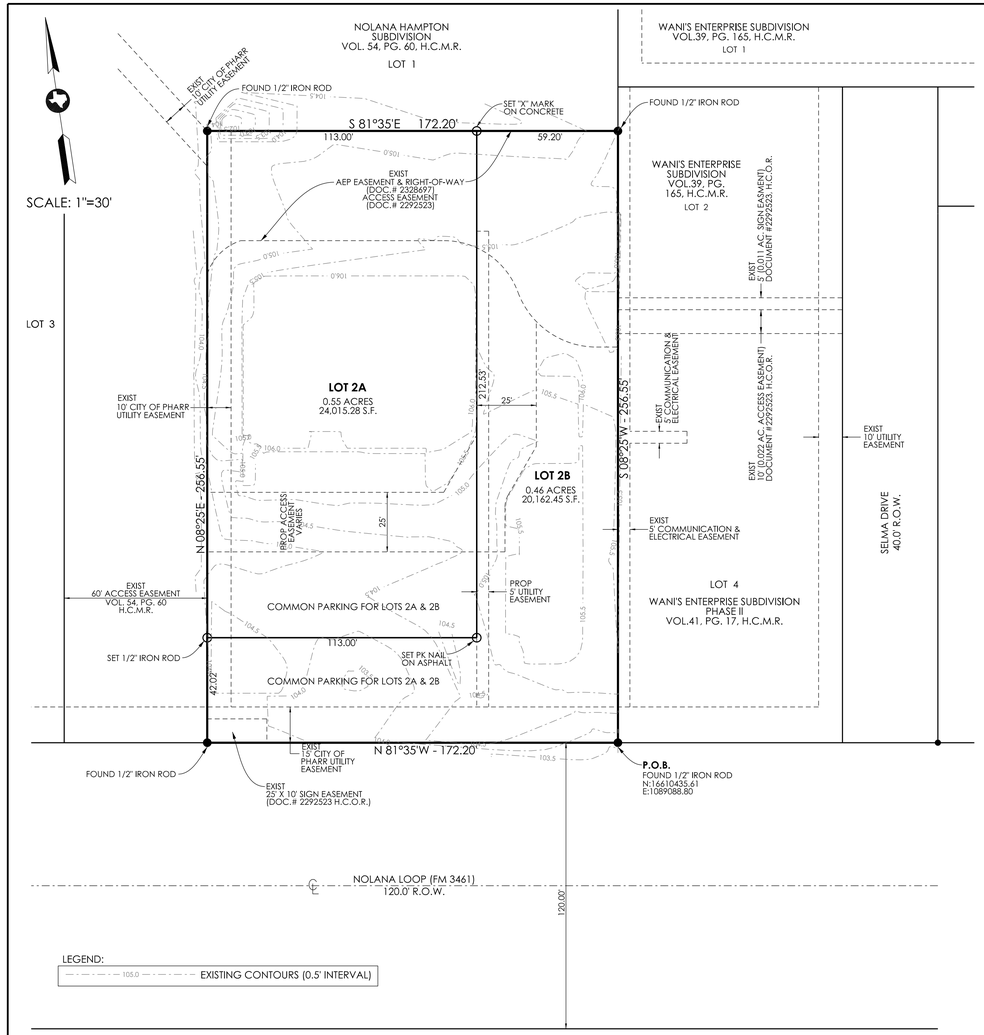
211 FLAMINGO
LAREDO, TX 78041
TEL (956)726-2416
TEXAS FIRM REGISTRATION NO. 20495

LOT 2
NOLANA HAMPTON
SUBDIVISION
PHARR, TEXAS,
HIDALGO COUNTY

INTERNATIONAL DEVELOPMENT
PROPERTIES, LLC
18939 DE ENCLAVE
SAN ANTONIO,
TEXAS, 78256

DRAIANGE AREA MAP /
DRAINGE LAYOUT

DRAWN BY:	R.J.A.G.
CHECKED BY:	R.R.
APPROVED BY:	R.R.
DATE:	04 / 27 / 23
REVISED DATE:	
SCALE 11x17:	1"=40'
SCALE 24x36:	1"=20'
JOB #:	
FILE NAME:	
SHEET:	1



LOTS 2A AND 2B, RE-PLAT OF LOT 2, NOLANA HAMPTON SUBDIVISION

BEING A 1.01 ACRE TRACT OF LAND, MORE OR LESS, KNOWN AS ALL OF LOT 2, NOLANA HAMPTON SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 54, PAGE 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS:
HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISCTRICT NO. 2 ON THIS THE _____ DAY OF _____ , 2023.

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

_____ ATTEST: _____
PRESIDENT SECRETARY

STATE OF TEXAS:
COUNTY OF HIDALGO:

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

_____ _____
AMBROSIO HERNANDEZ, MAYOR DATE

ATTEST: _____ _____
CLERK, CITY OF PHARR DATE

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

ON:_____AT_____AM/PM

INSTRUMENT NUMBER _____

OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

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

I THE UNDERSIGNED OWNER PATRICK M. STARNES, OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE LOTS 2A AND 2B, RE-PLAT OF LOT 2, NOLANA HAMPTON SUBDIVISION, TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATED TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARK, WATER COURSES, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____
OWNER/MANAGER: PATRICK M. STARNES
INTERNATIONAL DEVELOPMENT PROPERTIES, LLC
18939 DE ENCLAVE, SAN ANTONIO, TEXAS, 78258

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PATRICK M. STARNES, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____ , 2023. A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

STATE OF TEXAS:
COUNTY OF HIDALGO:

THIS PLAT OF LOTS 2A AND 2B, RE-PLAT OF LOT 2, NOLANA HAMPTON SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HIDALGO COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2023.

_____
DANNY WYLIE, CHAIRMAN
PLANNING AND ZONING COMMISSION.

GENERAL PLAT NOTES:

1. MINIMUM BUILDING SETBACKS AS PER CITY OF PHARR ORDINANCE.
2. FLOOD ZONE STATEMENT.
   FLOOD ZONE DESIGNATION: ZONE "B"
   COMMUNITY PANEL NO. 480334 0425 C
   EFFECTIVE NOVEMBER 16, 1982.
   AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVELS FROM THE BASE FLOOD. (MEDIUM SHADING)
3. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.15 ACRES WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
4. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF THE CURB OF ROAD LOCATED AT THE CENTER OF LOT.
5. BENCHMARK NOTE:
   PHARR SURVEY CONTROL POINT NO. 57, N.A.V.D. 88, NORTHING:16610979.412, EASTING:1085278.755-LOCATED AT THE NORTH RIGHT-OF-WAY LINE OF NOLANA LOOP, WEST OF SUGAR ROAD. ELEV.=106.86
6. 5.0' SIDEWALK WITH ADA WHEELCHAIR RAMP AND LANDING SHALL BE CONSTRUCTED ALONG ALL STREETS AT THE TIME OF BUILDING PERMIT PHASE.
7. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
8. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
9. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
10. OWNER TO MAINTAIN ROW AND PERIMETER OF SUBDIVISION.
11. OWNER TO MAINTAIN DETENTION / RETENTION AREAS.
12. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
13. NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT.
14. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PLAN REVIEW PHASE IN ORDER TO PROVIDED ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED RICARDO RAMOS, A REGISTERED PROFESSIONAL ENGINEER AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY AND THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBIDIVSION ORDINANCES.

_____
RICARDO RAMOS, P.E.
REG. PROFESSIONAL ENGINEER NO. 87027

STATE OF TEXAS
RICARDO RAMOS
87027
LICENSED
PROFESSIONAL ENGINEER

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED RICARDO J. SANCHEZ, A PUBLIC SURVEYOR AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE PUBLIC SURVEYING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM ACTURAL 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 ALL STATE STATUES GOVERNING SURVEYS.

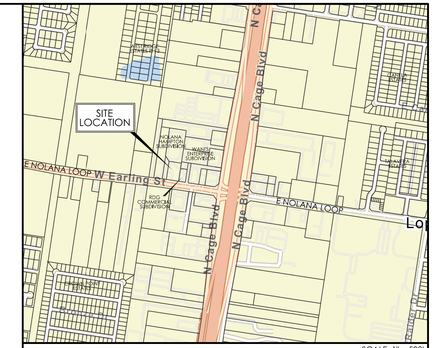
_____
RICARDO J. SANCHEZ, R.P.L.S
REG. PROFESSIONAL LAND SURVEYOR NO. 4232
SANCHEZ ENGINEERING, INC.
P.O.BOX 2654
LAREDO, TEXAS 78044
T.L.S. FIRM NO. 10111000

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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



LOCATION MAP

METES AND BOUNDS DESCRIPTION

BEING A 1.01 ACRE TRACT OF LAND, MORE OR LESS KNOWN AS ALL OF LOT 2, NOLANA HAMPTON SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORED IN VOLUME 54, PAGE 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 1.01 ACRE TRACT OF LAND IS MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINING AT A 1/2 INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 2 AND LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF W. NOLANA LOOP (FM 3461), A 120 FOOT PUBLIC ROAD RIGHT-OF-WAY FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT:

THENCE, ALONG THE SOUTH LINE OF SAID LOT 2 AND NORTH RIGHT -OF-WAY LINE OF SAID STREET, **NORTH 81 DEGREES 35 MINUTES WEST, 172.20 FEET,** TO A 1/2 INCH DIAMETER ROD FOUND WITH YELLOW CAP STAMPED "CVQ"ON THE SOUTHWEST CORNER OF SAID LOT 2 FOR THE SOUTHWEST CORNER HEREIN;

THENCE, ALONG THE WEST LINE OF SAID LOT 2 AND EAST LINE OF A 60 FOOT PRIVATE COMMON ACCESS EASEMENT IN NOLANA HAMPTON SUBDIVISION PLAT, RECORDED IN VOLUME 54, PG. 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS, **NORTH 8 DEGREES 25 MINUTES EAST, 256.55 FEET,** TO A 1/2 INCH DIAMETER ROD FOUND WITH YELLOW CAP STAMPED "CVQ"ON THE NORTHWEST CORNER OF SAID LOT 2 FOR THE NORTHWEST CORNER HEREIN;

THENCE, ALONG THE NORTH LINE OF SAID LOT 2 AND SOUTH LINE OF LOT 1, NOLANA HAMPTON SUBDIVISION PLAT, RECORDED IN VOLUME 54, PG. 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS, **SOUTH 81 DEGREES 35 MINUTES EAST, 172.20 FEET,** TO A 1/2 INCH DIAMETER ROD FOUND WITH YELLOW CAP STAMPED "PENA"ON THE NORTHEAST CORNER OF SAID LOT 2 FOR THE NORTHEAST CORNER HEREIN;

THENCE, ALONG THE EAST LINE OF SAID LOT 2 AND WEST LINE OF LOT 4, WANI'S ENTERPRISES SUBDIVISION PHASE II SUBDIVISION, RECORDED IN VOLUME 41, PG. 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS, **SOUTH 8 DEGREES 25 MINUTES WEST, 256.55 FEET,** TO A 1/2 INCH DIAMETER ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 2 AND POINT OF BEGINNING AND CONTAINING **1.01 ACRES** OF LAND, MORE OR LESS;

BASIS OF BEARING: SOUTH LINE OF SAID LOT 2.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER/MANAGER:	PATRICK M. STARNES (DEVELOPMENT PROPERTIES, LLC)	18939 DE ENCLAVE	SAN ANTONIO, TEXAS 78258	(956) 763-7882
ENGINEERING:	RICARDO RAMOS	311 ITURBIDE	LAREDO, TEXAS 78040	(956) 286-2496
SURVEYOR:	RICARDO SANCHEZ	P.O. BOX 2654	LAREDO, TEXAS 78044	(956) 723-5578

LOTS 2A AND 2B
RE-PLAT OF LOT 2
NOLANA HAMPTON SUBDIVISION

PREPARED BY: DO-RITE ENGINEERING, LLC
DATE OF PREPARATION: MAY 15, 2023

OWNER/MANAGER:
PATRICK M. STARNES
INTERNATIONAL DEVELOPMENT PROPERTIES, LLC
18939 DE ENCLAVE, SAN ANTONIO, TEXAS, 78258

DO-RITE
ENGINEERING, LLC

311 ITURBIDE
LAREDO, TX 78040
TEL (956)286-2496

TEXAS FIRM REGISTRATION NO. 20695

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.
DATE SUBMITTED:
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.1.
DATE SUBMITTED: May 30, 2023
MEETING DATE: June 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: DO-RITE Engineering, LLC. representing Patrick Starnes, Owner and Manager of International Development Properties, LLC. is requesting preliminary and final plat approval of the proposed Lots 2A & 2B, Replat of Lot 2, Nolana Hampton Subdivision. The property is legally described as being a 1.01 acre tract of land, more or less, out of Lot 2, Nolana Hampton Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 308 West Nolana Loop. SUB#230414
This item supports EV - Economic Vitality.

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

Issue: DO-RITE Engineering, LLC. representing Patrick Starnes, Owner and Manager of International Development Properties, LLC. is requesting preliminary and final plat approval of the proposed Lots 2A & 2B, Replat of Lot 2, Nolana Hampton Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommended preliminary and final plat approval of the proposed Lots 2A & 2B, Replat of Lot 2, Nolana Hampton Subdivision subject to the listed conditions.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the preliminary and final plat approval of the proposed Lots 2A & 2B, Replat of Lot 2, Nolana Hampton Subdivision at their meeting on May 22, 2023. There were seven members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 5/30/2023
Patricia Rigney	Approved - 5/31/2023
Kimberly Mendoza	Approved - 6/1/2023
City Management Office	Final Approval - 6/2/2023

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, JUNE 5, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: LOTS 2A & 2B, REPLAT OF LOT 2, NOLANA HAMPTON SUBDIVISION FILE NO. **SUB#230414**

GENERAL INFORMATION:

APPLICANT: DO-RITE Engineering, LLC. representing Patrick Starnes Owner/Manager of International Development Properties, LLC. is requesting preliminary and final plat approval of the proposed Lots 2A & 2B, Replat of Lot 2, Nolana Hampton Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.01 acre tract of land, more or less, out of Lot 2, Nolana Hampton Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 308 West Nolana Loop.

ZONING: The property is currently zoned Limited Industrial District (L-I). The rezoning request from Limited Industrial District (L-I) to General Business District (C) is also on the same agenda for consideration by the Board. The adjacent zoning is Limited Industrial District (L-I) in all directions. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Commercial.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary and final plat approval of the proposed Lots 2A & 2B, Replat of Lot 2, Nolana Hampton Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. In compliance.

EASEMENTS:

1. None requested.

SIDEWALK:
ADA:

1. In compliance.
2. 5 ft. wide sidewalk required along Nolana Loop at building permit stage. See plat note #6.

FIRE PROTECTION:

1. In compliance.
2. Add plat note as follows: Additional Fire Protection may be required during the building plan review phase in order to provide any additional fire protection requirements.

WATER:

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

SEWER:

1. See attached comments.
2. Additional sewer services as may be required on future buildings phase.
3. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. See attached comments.
2. Drainage plan to be reviewed and approved at building permit stage.

OTHER:

1. Existing easements to be identified with instrument/document # or Volume & Page.
2. Proposed easements to be identified as dedicated by this plat.
3. Rezoning prior to plat recording.
4. Staff comments attached.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission voted unanimously to approve preliminary and final plat of the proposed Lots 2A & 2B, Replat of Lot 2, Nolana Hampton Subdivision at their meeting on May 22, 2023.

Proposed Subdivision
Lots 2A and 2B, Re-plat of Lot 2, Nolana Hampton Subdivision
Do-Rite Engineering, LLC

G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Lots 2A and 2B, Re-plat of Lot 2, Nolana Hampton Subdivision\MXD\S_Proposed Base.mxd

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

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property

City of Pharr, Texas
Engineering Department
956.702.5355

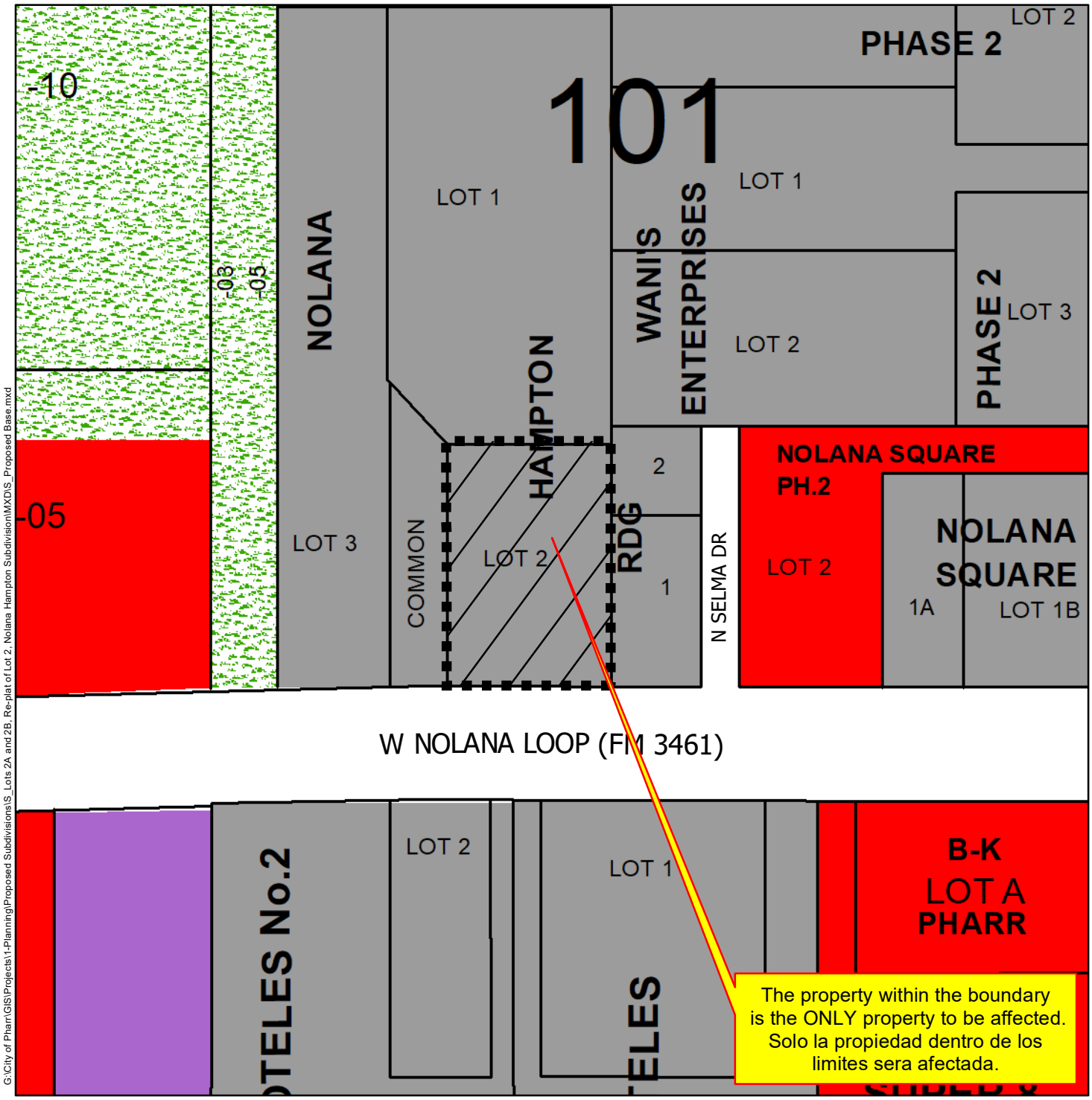
Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date: 5/4/2023

Proposed Subdivision
Lots 2A and 2B, Re-plat of Lot 2, Nolana Hampton Subdivision
Do-Rite Engineering, LLC



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Lots 2A and 2B, Re-plat of Lot 2, Nolana Hampton Subdivision\MXD\S_Proposed Base.mxd

Agricultural Open Space
Single Family
Single Family Small Lot
Residential Multi-Family
Residential Multi-Family High Density
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development
Future Land Use
FUTURELAND
Irrigation
Agriculture
Single Family Res.
Multi-Family Res.
Manufactured Homes
Industrial
Commercial
Public/Semi Public
ROW
Parks
Subject Property

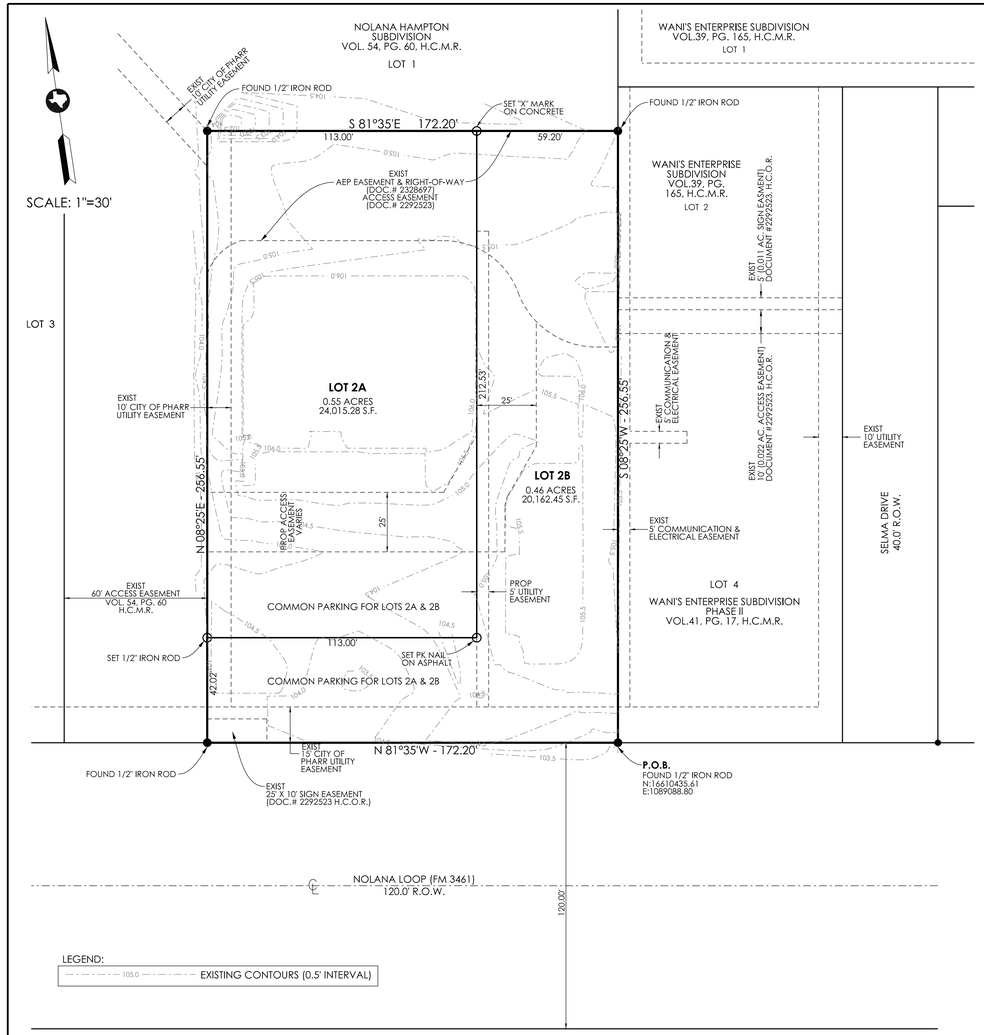
City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date: 5/4/2023



LOTS 2A AND 2B, RE-PLAT OF LOT 2, NOLANA HAMPTON SUBDIVISION

BEING A 1.01 ACRE TRACT OF LAND, MORE OR LESS, KNOWN AS ALL OF LOT 2, NOLANA HAMPTON SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 54, PAGE 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS:
HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISCTRICT NO. 2 ON THIS THE _____ DAY OF _____ , 2023.

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

_____ ATTEST: _____
PRESIDENT SECRETARY

STATE OF TEXAS:
COUNTY OF HIDALGO:

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

_____ _____
AMBROSIO HERNANDEZ, MAYOR DATE

ATTEST: _____ _____
CLERK, CITY OF PHARR DATE

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

ON:_____AT_____AM/PM

INSTRUMENT NUMBER _____

OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

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

I THE UNDERSIGNED OWNER PATRICK M. STARNES, OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE LOTS 2A AND 2B, RE-PLAT OF LOT 2, NOLANA HAMPTON SUBDIVISION, TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATED TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARK, WATER COURSES, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____
OWNER/MANAGER: PATRICK M. STARNES
INTERNATIONAL DEVELOPMENT PROPERTIES, LLC
18939 DE ENCLAVE, SAN ANTONIO, TEXAS, 78258

STATE OF TEXAS:
COUNTY OF HIDALGO:

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GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____ , 2023. A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

STATE OF TEXAS:
COUNTY OF HIDALGO:

THIS PLAT OF LOTS 2A AND 2B, RE-PLAT OF LOT 2, NOLANA HAMPTON SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HIDALGO COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2023.

_____
DANNY WYLIE, CHAIRMAN
PLANNING AND ZONING COMMISSION.

GENERAL PLAT NOTES:

1. MINIMUM BUILDING SETBACKS AS PER CITY OF PHARR ORDINANCE.
2. FLOOD ZONE STATEMENT.
   FLOOD ZONE DESIGNATION: ZONE "B"
   COMMUNITY PANEL NO. 480334 0425 C
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   PHARR SURVEY CONTROL POINT NO. 57, N.A.V.D. 88, NORTHING:16610979.412, EASTING:1085278.755-LOCATED AT THE NORTH RIGHT-OF-WAY LINE OF NOLANA LOOP, WEST OF SUGAR ROAD. ELEV.=106.86
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14. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PLAN REVIEW PHASE IN ORDER TO PROVIDED ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED RICARDO RAMOS, A REGISTERED PROFESSIONAL ENGINEER AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY AND THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBIDIVSION ORDINANCES.

_____
RICARDO RAMOS, P.E.
REG. PROFESSIONAL ENGINEER NO. 87027

STATE OF TEXAS
RICARDO RAMOS
87027
LICENSED
PROFESSIONAL ENGINEER

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED RICARDO J. SANCHEZ, A PUBLIC SURVEYOR AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE PUBLIC SURVEYING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM ACTURAL 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 ALL STATE STATUES GOVERNING SURVEYS.

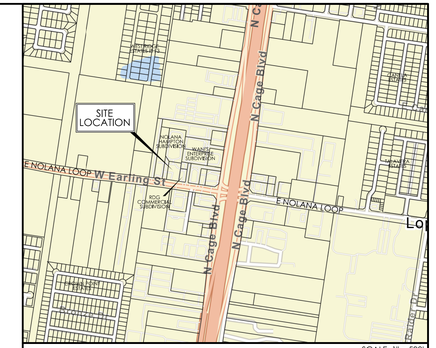
_____
RICARDO J. SANCHEZ, R.P.L.S
REG. PROFESSIONAL LAND SURVEYOR NO. 4232
SANCHEZ ENGINEERING, INC.
P.O.BOX 2654
LAREDO, TEXAS 78044
T.L.S. FIRM NO. 10111000

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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



LOCATION MAP

METES AND BOUNDS DESCRIPTION

BEING A 1.01 ACRE TRACT OF LAND, MORE OR LESS KNOWN AS ALL OF LOT 2, NOLANA HAMPTON SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORED IN VOLUME 54, PAGE 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 1.01 ACRE TRACT OF LAND IS MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINING AT A 1/2 INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 2 AND LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF W. NOLANA LOOP (FM 3461), A 120 FOOT PUBLIC ROAD RIGHT-OF-WAY FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT:

THENCE, ALONG THE SOUTH LINE OF SAID LOT 2 AND NORTH RIGHT -OF-WAY LINE OF SAID STREET, **NORTH 81 DEGREES 35 MINUTES WEST, 172.20 FEET,** TO A 1/2 INCH DIAMETER ROD FOUND WITH YELLOW CAP STAMPED "CVQ"ON THE SOUTHWEST CORNER OF SAID LOT 2 FOR THE SOUTHWEST CORNER HEREIN;

THENCE, ALONG THE WEST LINE OF SAID LOT 2 AND EAST LINE OF A 60 FOOT PRIVATE COMMON ACCESS EASEMENT IN NOLANA HAMPTON SUBDIVISION PLAT, RECORDED IN VOLUME 54, PG. 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS, **NORTH 8 DEGREES 25 MINUTES EAST, 256.55 FEET,** TO A 1/2 INCH DIAMETER ROD FOUND WITH YELLOW CAP STAMPED "CVQ"ON THE NORTHWEST CORNER OF SAID LOT 2 FOR THE NORTHWEST CORNER HEREIN;

THENCE, ALONG THE NORTH LINE OF SAID LOT 2 AND SOUTH LINE OF LOT 1, NOLANA HAMPTON SUBDIVISION PLAT, RECORDED IN VOLUME 54, PG. 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS, **SOUTH 81 DEGREES 35 MINUTES EAST, 172.20 FEET,** TO A 1/2 INCH DIAMETER ROD FOUND WITH YELLOW CAP STAMPED "PENA"ON THE NORTHEAST CORNER OF SAID LOT 2 FOR THE NORTHEAST CORNER HEREIN;

THENCE, ALONG THE EAST LINE OF SAID LOT 2 AND WEST LINE OF LOT 4, WANI'S ENTERPRISES SUBDIVISION PHASE II SUBDIVISION, RECORDED IN VOLUME 41, PG. 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS, **SOUTH 8 DEGREES 25 MINUTES WEST, 256.55 FEET,** TO A 1/2 INCH DIAMETER ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 2 AND POINT OF BEGINNING AND CONTAINING **1.01 ACRES** OF LAND, MORE OR LESS;

BASIS OF BEARING: SOUTH LINE OF SAID LOT 2.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER/MANAGER:	PATRICK M. STARNES (DEVELOPMENT PROPERTIES, LLC)	18939 DE ENCLAVE	SAN ANTONIO, TEXAS 78258	(956) 763-7882
ENGINEERING:	RICARDO RAMOS	311 ITURBIDE	LAREDO, TEXAS 78040	(956) 286-2496
SURVEYOR:	RICARDO SANCHEZ	P.O. BOX 2654	LAREDO, TEXAS 78044	(956) 723-5578

LOTS 2A AND 2B
RE-PLAT OF LOT 2
NOLANA HAMPTON SUBDIVISION

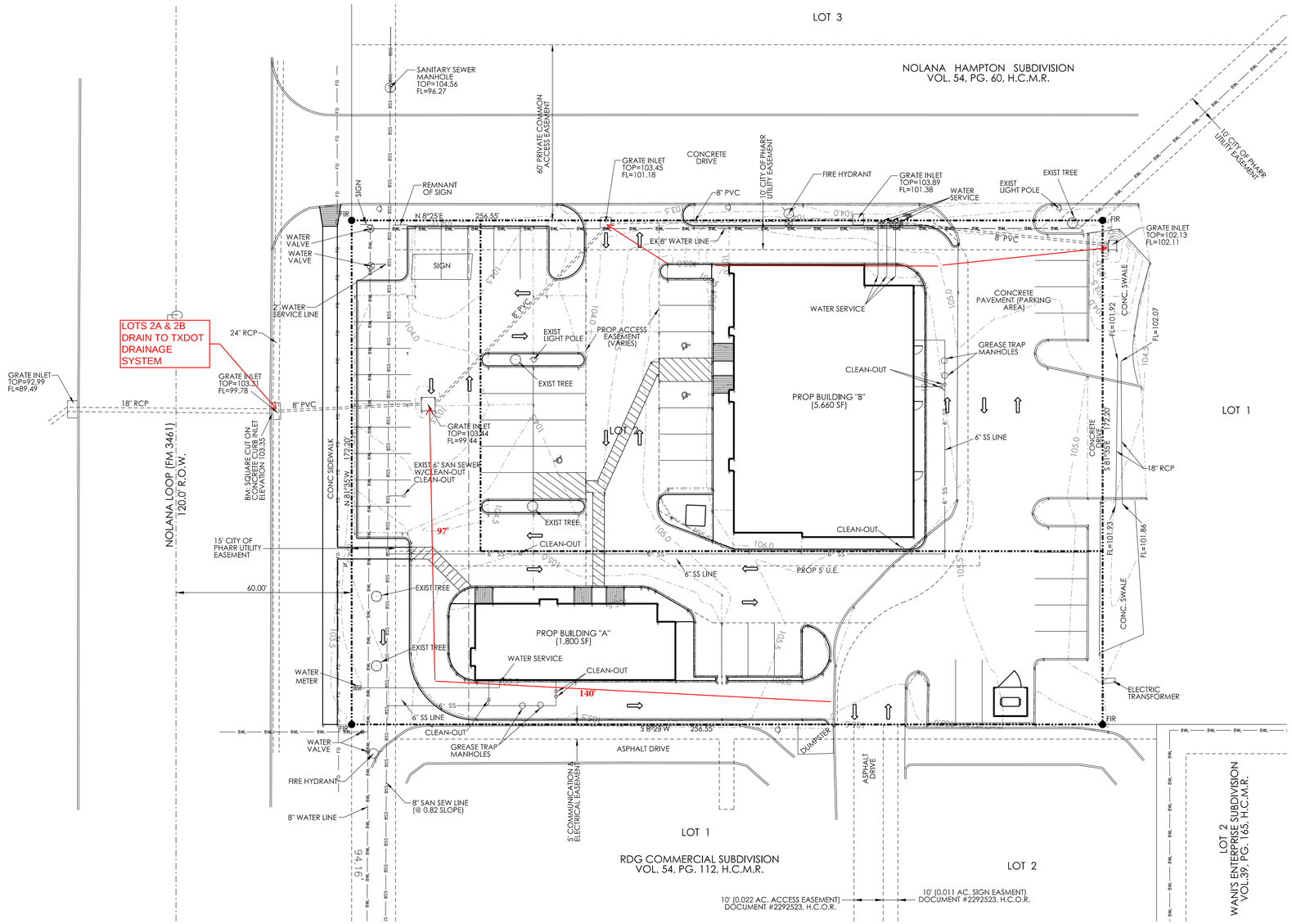
PREPARED BY: DO-RITE ENGINEERING, LLC
DATE OF PREPARATION: MAY 15, 2023

OWNER/MANAGER:
PATRICK M. STARNES
INTERNATIONAL DEVELOPMENT PROPERTIES, LLC
18939 DE ENCLAVE, SAN ANTONIO, TEXAS, 78258

DO-RITE
ENGINEERING, LLC

311 ITURBIDE
LAREDO, TX 78040
TEL (956)286-2496

TEXAS FIRM REGISTRATION NO. 20695



DO-RITE
ENGINEERING, LLC
311 ITURBIDE
LAREDO, TX 78040
TEL (956)286-2496
TEXAS FIRM REGISTRATION NO. 20695

LOT 2
NOLANA HAMPTON
SUBDIVSION
PHARR, TEXAS,
HIDALGO COUNTY

INTERNATIONAL DEVELOPMENT PROPERTIES, LLC
18939 DE ENCLAVE
SAN ANTONIO,
TEXAS, 78258

DRAIANGE AREA MAP / DRAINGE LAYOUT

DRAWN BY:	R.M.G.
CHECKED BY:	R.R.
APPROVED BY:	R.R.
DATE:	04 / 27 / 23
REVISED DATE:	
SCALE 11x17:	1"=40'
SCALE 24x36:	1"=20'
JOB #:	
FILE NAME:	
SHEET:	1

Pharr Fire Department

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

Subdivision: STAFF NOLANA HAMPTON SUBDIVISION LOT 2A&2B

Reviewed by: J. GONZALEZ May 10, 2023

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be PAINTED SILVER in Color with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2018. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A $25.00 fee for each **BLUE MARKER** to be affixed on pavement by city to indicate location of the fire hydrant. FIRE HYDRANT COLOR MAY BE **YELLOW OR RED** FROM MANUFACTURE AND FINISHED WITH A COAT OF ALUMINUM AS-PER CITY OF PHARR STANDARD SECTION IV-3. A.11.
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet).*With lettering at least 3 inches tall (FIRE LANE – TOW AWAY ZONE).
11. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-

552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2018; where security gates are installed, with a minimum of 20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. Designed fire lanes or roads deemed necessary for Fire Department access by the Fire Official shall be established and maintained in an operable condition. 503.1 International Fire Code 2018; all weather surfaces must be in place before any final inspection is approved. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to the department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

1. **SHALL ADD ON PLAT NOTES THE FOLLOWING: ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PLAN REVIEW PHASE IN ORDER TO PROVIDED ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.**

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

Pharr Public Utilities

Ruben Rosales
Public Utilities Director

PLAT REVIEW MEETING FOR:

LOT 2A AND 2B, REPLAT OF LOT 2 NOLANA HAMPTON SUBDIVISION

****

COMMENTS: **Initials: J.R.** **MAY 11, 2023**

****

WATER:

- All utilities are existing.
- Additional water services are required on future buildings phase
- Comments made change depending of circumstances.
- Follow City of Pharr Construction Standards Manual.

SEWER:

- All utilities are existing.
- Additional sewer services are required on future buildings phase.
- Comments made change depending of circumstances.
- Follow City of Pharr Construction Standards Manual.

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

Print Name:_____

Signature:_____ Date:_____

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Lots 2A & 2B, Replat Nolana Hampton Subdivision **DATE:** May 11, 2023

REVIEW: Preliminary (comments plans dated 4-28-2023)

PLAT

1. Add note--- Owners to maintain ROW and perimeter of subdivision.
2. Add note--- Owners to maintain detention / retention areas.
3. Add note--- Erosion and sediment control during construction shall be in accordance with the current Texas pollution discharge elimination system (TPDES).
4. Add note--- No building shall be constructed over any easement.
5. Note No. 6--- Revise note to say… “5.0’ft sidewalk with ADA wheelchair ramps and landings shall be constructed along all streets at the time of building permit phase”.
6. Reference City of Pharr benchmark for this location.
7. Signature and seal for P.E. & R.P.L.S. required.
8. Show all existing subdivisions on location map.

SITE PLAN

DRAINAGE

1. Drainage report shall be reviewed and approved by HCDD No.1.
2. Drainage plan to be reviewed and approved at building permit stage.

CLOSEOUT DOCUMENTS

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

ADDITIONAL COMMENTS

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.2.
DATE SUBMITTED: May 30, 2023
MEETING DATE: June 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Pablo Soto, P.E., representing Jaime Arreola, is requesting preliminary plat approval of the proposed Master Plan of Los Pavorreales Subdivision. The property is legally described as being a 5.0 acre tract of land out of Lot 326, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located at 600 West Habitat Circle. SUB#230416 **This item supports EV - Economic Vitality.**

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

Issue: Pablo Soto, P.E., representing Jaime Arreola, is requesting preliminary plat approval of the proposed Master Plan of Los Pavorreales Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommended preliminary plat approval of the proposed Master Plan of Los Pavorreales Subdivision subject to the listed conditions.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the preliminary plat of the proposed Master Plan of Los Pavorreales Subdivision at their meeting on May 22, 2023. There were seven members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 5/30/2023
Patricia Rigney	Approved - 5/31/2023
Kimberly Mendoza	Approved - 6/1/2023
City Management Office	Final Approval - 6/2/2023

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, JUNE 5, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: MASTER PLAN OF LOS PAVORREALES SUBDIVISION
FILE NO. **SUB#230416**

GENERAL INFORMATION:

APPLICANT: Pablo Soto, P.E., representing Jaime Arreola, is requesting preliminary plat approval of the proposed Master Plan of Los Pavorreales Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 5.0 acre tract of land out of Lot 326, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located at 600 West Habitat Circle.

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

PROPERTY PROPOSED USE: Event Center (Lot 1, Phase I) and Multifamily Residential (Lots 1 & 2, Phase II).

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary plat approval of the proposed Master Plan of Los Pavorreales Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. Clarify 25 ft. Road & Utility Easement along W. Habitat Circle; to be rededicated as ROW?
2. Provide alignment/match existing paving on W. Habitat Circle; to be approved by Engineering Department.
3. Common access shall be required to be minimum 50 ft. wide to match with S. Mariposa Lane.
4. Provide street light layout.
5. Show street name along front of property.

EASEMENTS:

1. Label Common Access Easement as private and provide dimensions.
2. Proposed easements to be identified as dedicated by this plat.
3. Existing easements to be identified with an Instrument/Document #.
4. Label if HCID No. 2 easement is proposed or existing.
5. City of Pharr easements shall be minimum 15 ft. or 10 ft. Exclusive easement to City of Pharr dedicated by plat.

SIDEWALK:
ADA:

1. Minimum 5 ft. wide sidewalk with ADA wheelchair ramps and landings shall be constructed along all streets at the time of building permit phase. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. See attached comments.

WATER:

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

SEWER:

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

DRAINAGE:

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

OTHER:

1. Rezoning needed for proposed multifamily residential lots as part of Phase II.
2. Add plat note: Lot owners to maintain ROW and perimeter of subdivision.
3. Add plat note: Lot owners to maintain detention/retention areas.
4. No buildings permitted over easements.
5. Note regarding buffer requirements between zoning districts/uses required.
6. Add Master Plan of Los Pavorreales to owners dedication signature block.
7. Provide all pertinent City of Pharr details.
8. See staff comments attached.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission voted unanimously to approve the preliminary plat of the proposed Master Plan of Los Pavorreales Subdivision at their meeting on May 22, 2023.

Proposed Subdivision
Los Pavorreales
Pablo Soto Jr, P.E.

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

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

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property

City of Pharr, Texas
Engineering Department
956.702.5355

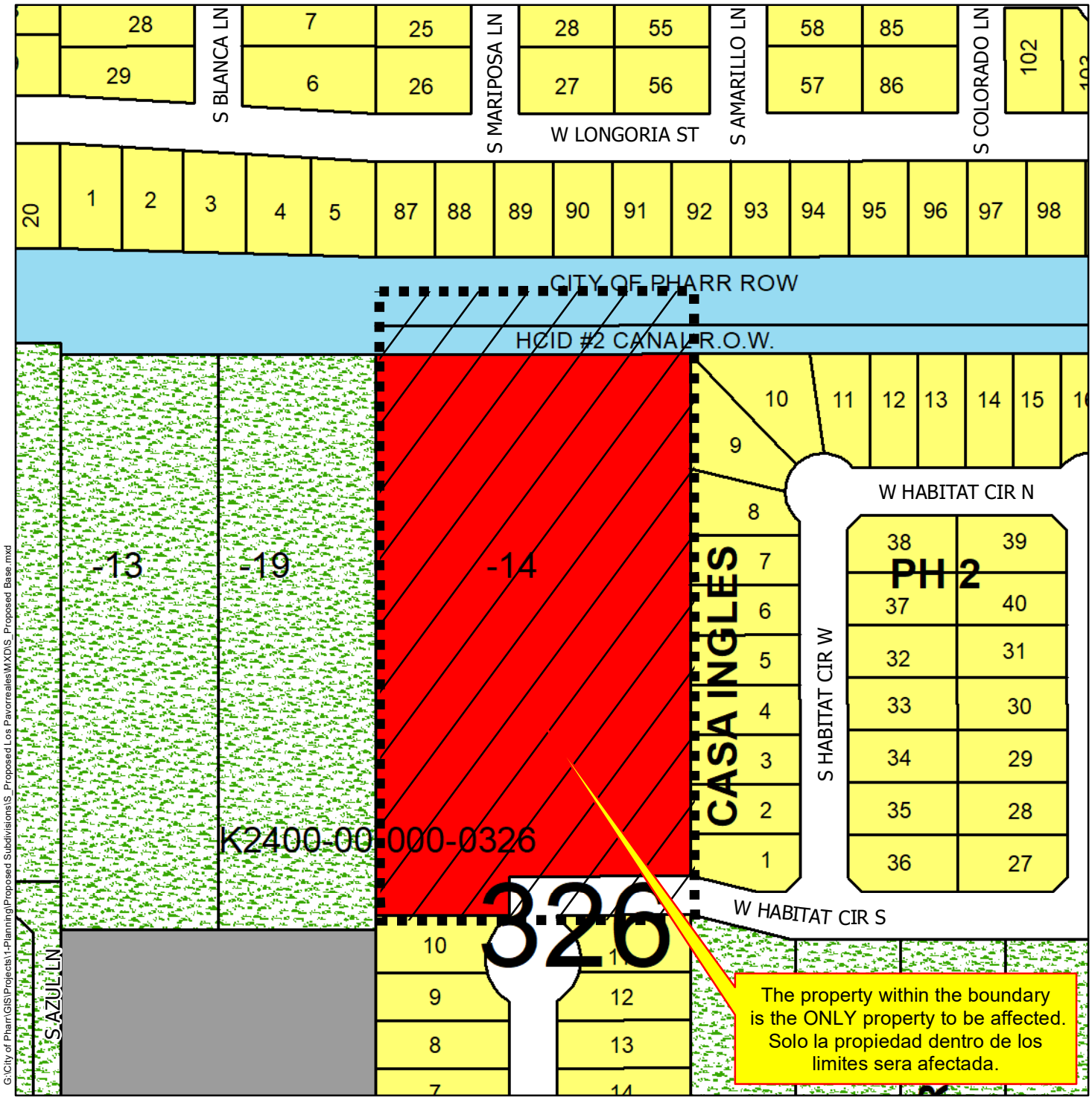
Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date: 5/4/2023

Proposed Subdivision
Los Pavorreales
Pablo Soto Jr, P.E.



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
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FUTURELAND
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Multi-Family Res.
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Industrial
Commercial
Public/Semi Public
ROW
Parks
Subject Property

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 5/4/2023

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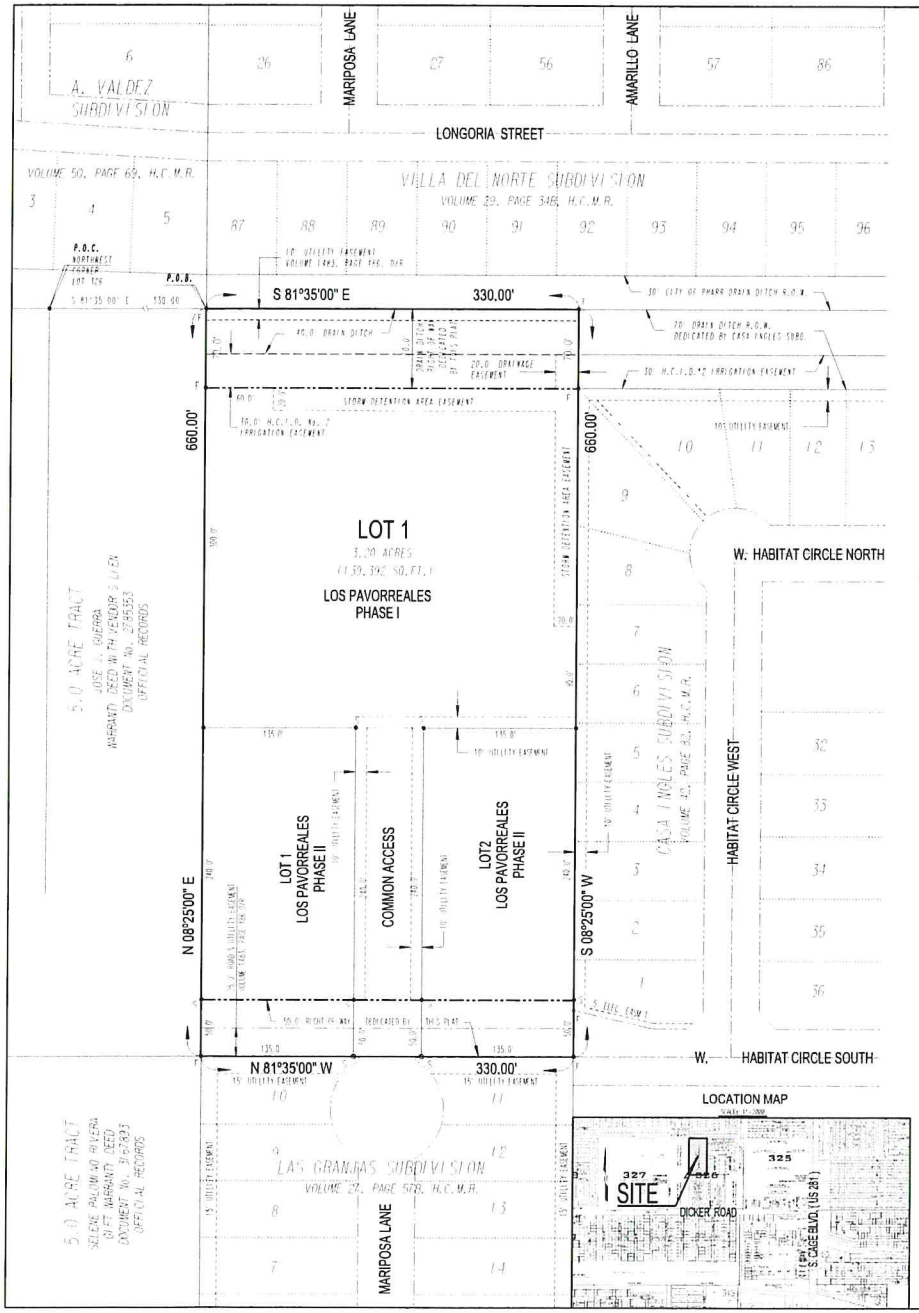


PLAT OF

MASTER PLAN
LOS PAVORREALES

A 5.00 ACRE TRACT OF LAND OUT OF LOT 326, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

SCALE: 1" = 50'

LEGEND:

F FOUND 1/2" IRON ROD
S SET 1/2" IRON ROD WITH YELLOW CAP STAMPED 4541

GENERAL SUBDIVISION PLAT NOTES :

1. FLOOD ZONE DESIGNATION ZONE "D".
   COMMUNITY-PANEL NO. 480334 0080 B EFFECTIVE DATE: JANUARY 2, 1981
2. BLDG. SETBACK: AS PER CITY OF PHARR ORDINANCE
3. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB.
4. REFERENCE BENCHMARK : CITY OF PHARR BENCHMARK No. 14
   NORTHING : 16571056.067 EASTING : 1070180.056 ELEVATION 67.32
   LOCATED ON THE WEST SIDE OF LAS MILPAS DRAIN DITCH SOUTH OF F.M. 2072, APPROXIMATELY 127.1' SOUTH OF RIGHT-OF-WAY LINE.
5. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 3.32 ACRES AND A VOLUME OF APPROXIMATELY 2.192 ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENT.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT..
7. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS WITH CAP STAMPED RPLS 4541, OR AS NOTE.
8. THE DEVELOPER SHALL BE RESPONSIBLE FOR DRAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IS DETERMINED, AT THE DEVELOPMENT PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED IN THIS PLAT, DUE TO THE IMPERVIOUS ARE BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HIDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
9. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS REQUIRED BY TCEQ.
10. LOT 1 AND LOT 2, LOS PAVORREALES PHASE II, WILL SHARE COMMON ACCESS THROUGH LOT 1, LOS PAVORREALES PHASE I

METES AND BOUNDS:

A 5.00 acre tract of land out of Lot 326, Kelly-Pharr Subdivision, Hidalgo County, Texas, as per map recorded in Volume 3, Pages 133-134, Deed Records of Hidalgo County, Texas, said 5.00 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of Lot 326, Kelly-Pharr Subdivision, Thence South 81 degrees 35 minutes 00 seconds East, with the North line of Lot 326, Kelly-Pharr Subdivision, a distance of 330.00 feet to a half (1/2) inch iron rod found for the Northwest corner of this tract of land and the POINT OF BEGINNING;

THENCE continuing South 81 degrees 35 minutes 00 seconds East, with the North line of said Lot 326, Kelly-Pharr Subdivision, a distance of 330.00 feet to a half (1/2) inch iron rod found for the Northeast corner of this tract of land;

THENCE South 08 degrees 25 minutes 00 seconds West, at 70.00 feet pass a half (1/2) inch iron rod found at the South right of way line of H.C.I.D. No. 2 Irrigation Easement, at 660.00 feet in all to a half (1/2) inch iron rod found for the Southwest corner of this tract of land;

THENCE North 81 degrees 35 minutes 00 seconds West, a distance of 330.0 feet to a half (1/2) inch iron rod found for the Southwest corner of this tract of land;

THENCE North 08 degrees 25 minutes 00 seconds East, at 590.00 feet pass a half (1/2) inch iron rod found at the South right of way line of said H.C.I.D. No. 2 Irrigation Easement, at 660.00 feet in all to the POINT OF BEGINNING, containing 5.00 acres, more or less.

THE COUNTY OF HIDALGO TEXAS

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

ON: _____ AT _____ O'CLOCK _____ M.
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JAIME ARREOLA, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HERE AS LOS PAVORREALES, SUBDIVISION AN ADDITION OF THE CITY OF PHARR, TEXAS AND WHOSE NAME IS SUBSCRIBED HEREON, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREET, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____
JAIME ARREOLA
2702 BRAZIL STREET
HIDALGO, TEXAS 78557

THE STATE OF TEXAS - COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JAIME ARREOLA AND _____, PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSES, TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021

_____ NOTARY PUBLIC. _____ MY COMMISSION EXPIRES.

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CERTIFICATE

THIS PLAT IS HERE BY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No.2 ON THIS THE _____ DAY OF _____, 2021.

NO IMPROVEMENTS OF ANY KIND INCLUDING WITHOUT LIMITATIONS, TREES, FENCES AND BUILDINGS SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No.2 RIGHT OF WAY OR EASEMENTS.

_____ PRESIDENT ATTEST: _____ SECRETARY

THE STATE OF TEXAS - COUNTY OF HIDALGO
CITY OF PHARR PLAT APPROVAL CERTIFICATE

UNDER LOCAL GOVERNMENT CODE 212.0115(b), WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS PAVORREALES WAS REVIEWED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF PHARR.

_____ MAYOR. _____ DATE ATTEST: _____ CITY SECRETARY. _____ DATE

APPROVAL BY PLANNING AND ZONING COMMISSION:

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

_____ CHAIRMAN PLANNING AND ZONING COMMISSION _____ DATE

HIDALGO COUNTY
DRAINAGE DISTRICT No.1 CERTIFICATE

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 SECTION 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION. BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ HIDALGO COUNTY DRAINAGE DISTRICT No. ONE
RAUL DESIN, P.E., C.F.M. (GENERAL MANAGER) _____ DATE

SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, STATE THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

DATED THIS THE _____ DAY OF _____, 2021.

_____
PABLO SOTO, JR., R.P.L.S. 4541
1209 S. IRONWOOD PHARR, TEXAS 78577
TELL (956) 402-1425 FAX (956) 287-4624

STATE OF TEXAS
PABLO SOTO JR.
4541
REGISTERED PROFESSIONAL LAND SURVEYOR

ENGINEER CERTIFICATE

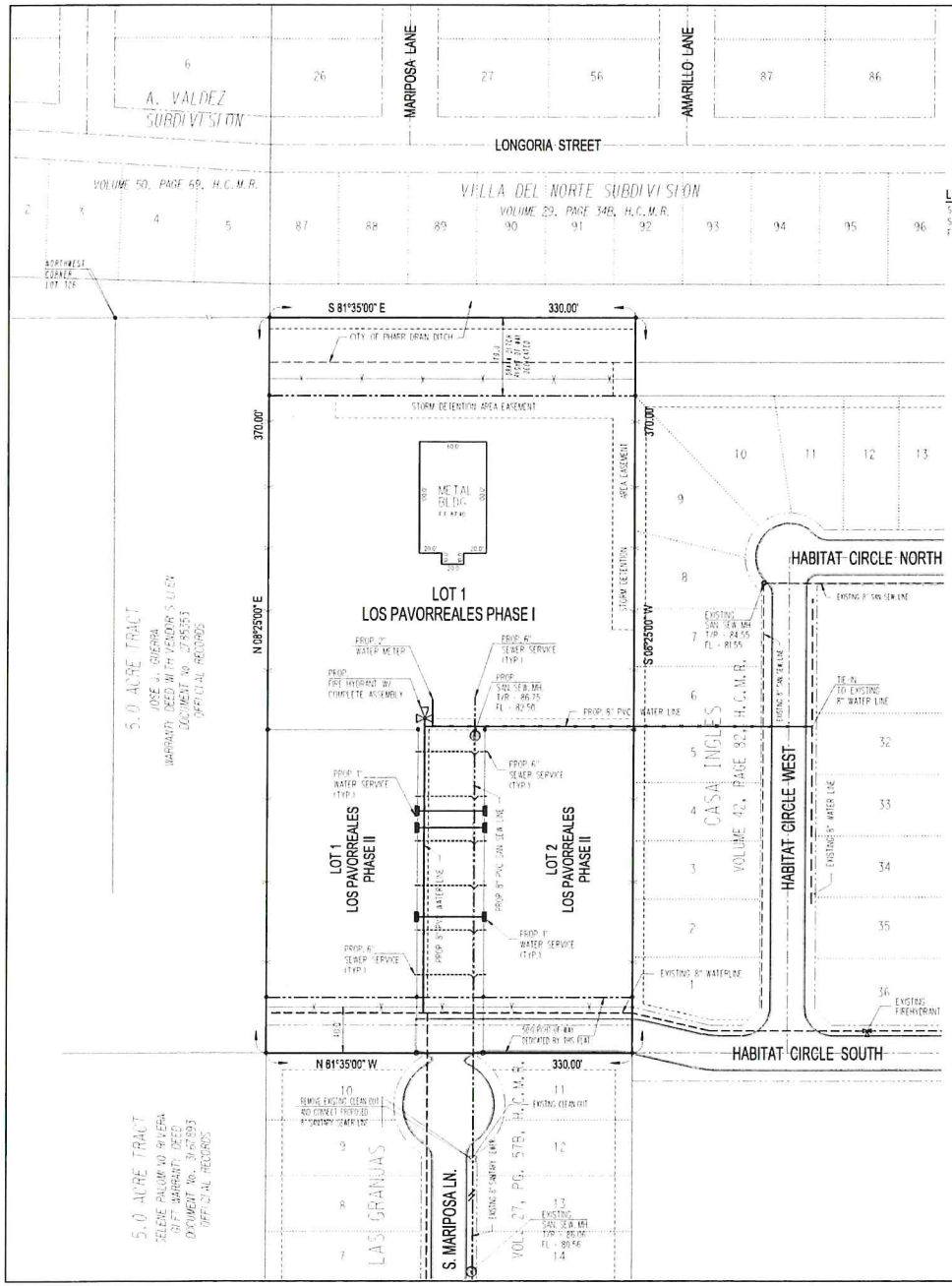
I, THE UNDERSIGNED, PABLO SOTO, JR. A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

DATED THIS THE _____ DAY OF _____, 2021.

STATE OF TEXAS
PABLO SOTO JR.
66278
LICENSED
PROFESSIONAL ENGINEER

_____ REGISTERED PROFESSIONAL ENGINEER No. 66278 STATE OF TEXAS

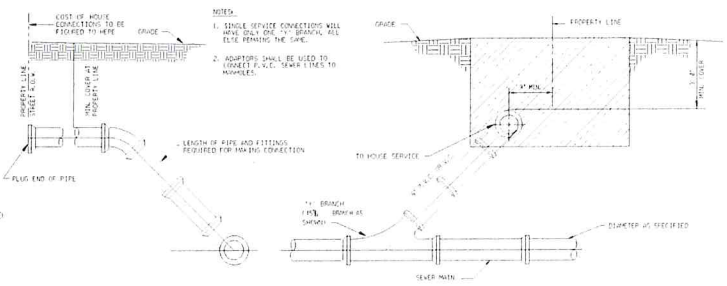
PABLO SOTO JR. P.E.
1209 S. IRONWOOD STREET TEL. (956) 402-1425
PHARR, TEXAS 78577



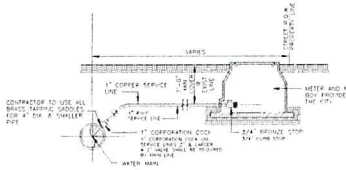
SCALE: 1" = 50'

LEGEND:

S_1 - SET CONCRETE NAIL
S - SET 1/2" IRON ROD
F - FOUND 1/2" IRON ROD



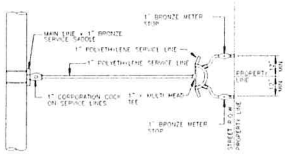
SEWER SERVICE CONNECTION



GENERAL NOTES

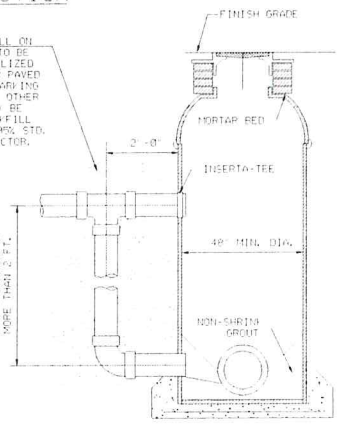
1. DRAWINGS INDICATE COPPER SERVICE LINES
2. FOR P.V.C. SERVICE LINES REFER TO SMALLER TYPE NOTES
3. ALL CONNECTION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" P.V.C. SAGAD CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 100 FEET

TYPICAL WATER SERVICE CONNECTIONS

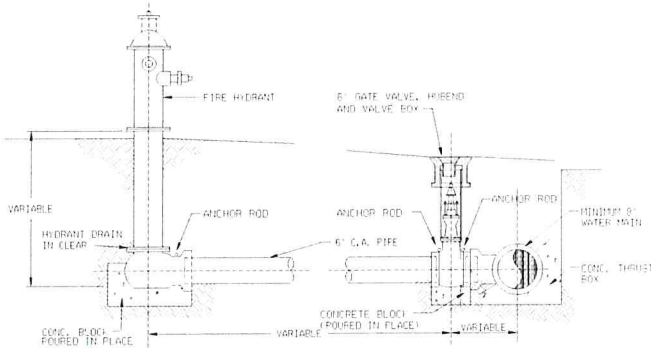


DUAL WATER SERVICE CONNECTION

BACK FILL ON MANHOLES TO BE CEMENT STABILIZED SAND, UNDER PAVED STREET, PARKING DRIVES; ALL OTHER LOCATIONS MAY BE SELECT BACKFILL (PI:18) @95% STD. PROCTOR.



TYPICAL FIBERGLASS MANHOLE
With DROP STRUCTURE



FIRE-HYDRANT DETAIL

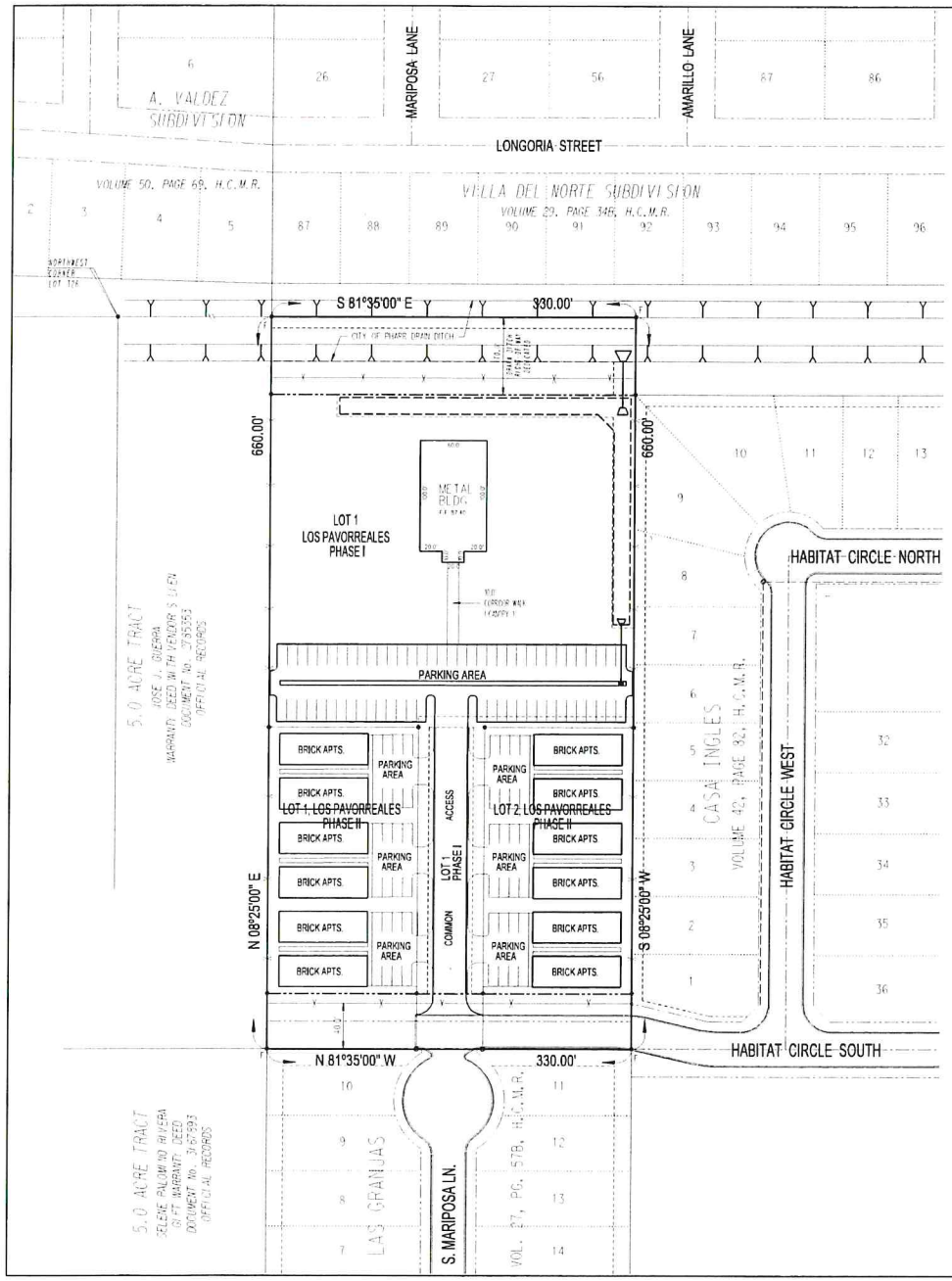
JOB NO.:
DATE:
REVISION:
SCALE:
DRAWN BY:
SHEET:

UTILITY LAYOUT PLAN FOR LOS PAVORREALES

STATE OF TEXAS
PABLO SOTO JR.
66278
LICENSED
PROFESSIONAL ENGINEER

PABLO SOTO JR. P.E.
109 W. BROADWAY STREET
PHARR, TEXAS 78577
TEL: (956) 402-4105

SHEET 2 OF 3



SCALE: 1" = 50'

LEGEND:
S - SET CONCRETE NAIL
S - SET 1/2" IRON ROD
F - FOUND 1/2" IRON ROD

JOB NO.:
DATE:
REVISION:
SCALE:
DRAWN BY:
SHEET:

MASTER PLAN
LOS PAVORREALES

STATE OF TEXAS
PABLO SOTO JR.
66278
LICENSED
PROFESSIONAL ENGINEER

PABLO SOTO JR. P.E.
LOS N. BRUNDLO STREET
PHARR, TEXAS 78577
TEL: (956) [illegible]

Pharr Fire Department

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

Subdivision: STAFF REVIEW LOS PAVORREALES

Reviewed by: J. GONZALEZ May 10, 2023

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be PAINTED SILVER in Color with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2018. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A $25.00 fee for each **BLUE MARKER** to be affixed on pavement by city to indicate location of the fire hydrant. FIRE HYDRANT COLOR MAY BE **YELLOW OR RED** FROM MANUFACTURE AND FINISHED WITH A COAT OF ALUMINUM AS-PER CITY OF PHARR STANDARD SECTION IV-3. A.11.
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet).*With lettering at least 3 inches tall (FIRE LANE – TOW AWAY ZONE).
11. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-

552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2018; where security gates are installed, with a minimum of 20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. Designed fire lanes or roads deemed necessary for Fire Department access by the Fire Official shall be established and maintained in an operable condition. 503.1 International Fire Code 2018; all weather surfaces must be in place before any final inspection is approved. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to the department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

1. **SHALL ADD ON PLAT NOTES THE FOLLOWING: ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.**
2. **PLEASE SEE THE ATTCHMENT ON THE EMAIL FOR EXAMPLES ON FIRE APPARATUS TURN AROUND ACCESS. PLEASE PROVIDE MORE DETAIL ON ROAD DIMENSIONS.**
3. **SHALL PROVIDE FIRE HYDRANT DETAIL. PLEASE SEE NOTE #3 AND #8.**
4. **SHALL PROVIDE VALVE AND VALVE BOX DETAIL.**
5. **FIRE HYDRANT SHALL BE 6 FEET BACK OF CURB.**

APPENDIX D FIRE APPARATUS ACCESS ROADS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance or legislation of the jurisdiction.

User note:

About this appendix: *Appendix D contains more detailed elements for use with the basic access requirements found in* ***Section 503****, which gives some minimum criteria, such as a maximum length of 150 feet and a minimum width of 20 feet, but in many cases does not state specific criteria. This appendix, like* ***Appendices B*** *and* ***C****, is a tool for jurisdictions looking for guidance in establishing access requirements and includes criteria for multiple-family residential developments, large one- and two-family subdivisions, specific examples for various types of turnarounds for fire department apparatus and parking regulatory signage.*

SECTION D101
GENERAL

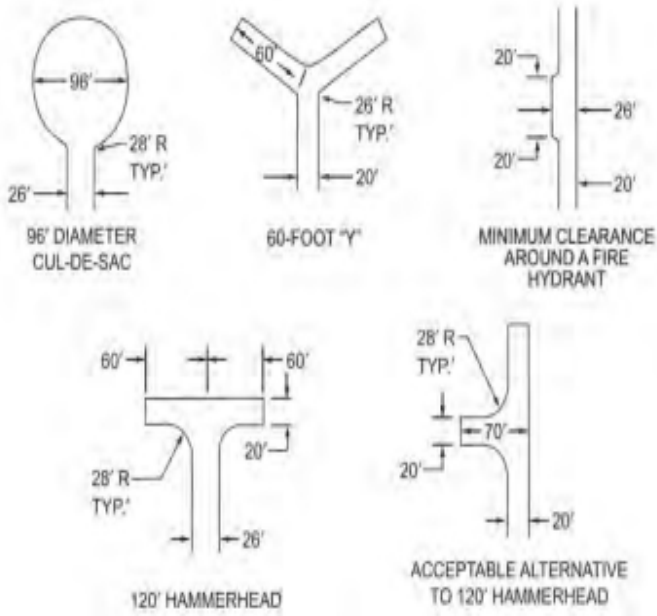
D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code*.

SECTION D102
REQUIRED ACCESS

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds (34 050 kg).

SECTION D103
MINIMUM SPECIFICATIONS

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see **Figure D103.1**).



For SI: 1 foot = 304.8 mm.

FIGURE D103.1
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Grades steeper than 10 percent as *approved* by the *fire code official*.

D103.3 Turning radius. The minimum turning radius shall be determined by the *fire code official*.

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with **Table D103.4**.

TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0–150	20	None required
151–500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with **Figure D103.1**
501–750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with **Figure D103.1**
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

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

Pharr Public Utilities

Ruben Rosales
Public Utilities Director

PLAT REVIEW MEETING FOR:

MASTER PLAN LOS PAVORREALES SUBDIVISION

****

COMMENTS: **Initials: J.R.** **MAY 11, 2023**

****

WATER:

- Will need to get an offside easement between lot 5 & 6 for water line installation.
- Will need to show water valves on tie-ins.
- Will need to install 16" casing for water line on Habitat Cir.
- Will need to show all water crossing details.
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need to show manhole lid detail.
- Manhole rim and lid will need to be composite base with City of Pharr logo.
- Will need to call out all sewer services.
- Will need to show all sewer crossing details.
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual

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

Print Name:_____

Signature:_____ Date:_____

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Master plan Los Pavorreales Subdivision **DATE:** May 11, 2023

REVIEW: Preliminary (comments plans dated 4-28-2023)

PLAT

1. Add note--- Owners to maintain ROW and perimeter of subdivision.
2. Add note--- Owners to maintain detention / retention areas.
3. Add note--- Erosion and sediment control during construction shall be in accordance with the current Texas pollution discharge elimination system (TPDES).
4. Add note--- No building shall be constructed over any easement.
5. Add note---5.0'ft sidewalk with ADA wheelchair ramps and landings shall be constructed along all streets at the time of building permit phase.
6. Add note---Enforcement of all plat notes and dedications shall be the responsibility of the agency or entity to whom the dedication is granted.
7. Verify the closest City of Pharr benchmark for this location was used.
8. Acquire additional easement for waterline tie-in.
9. Common access shall be required to have a 50'-ft ROW width matching with S. Mariposa Ln.

SITE PLAN

1. Call out bleeder line size for drainage layout.
2. Include cross section detail for detention pond.
3. Include utility crossing details if applicable.
4. Include casing for water line services.
5. Include waterline tie-in details (Please refer to redlines for additional information).

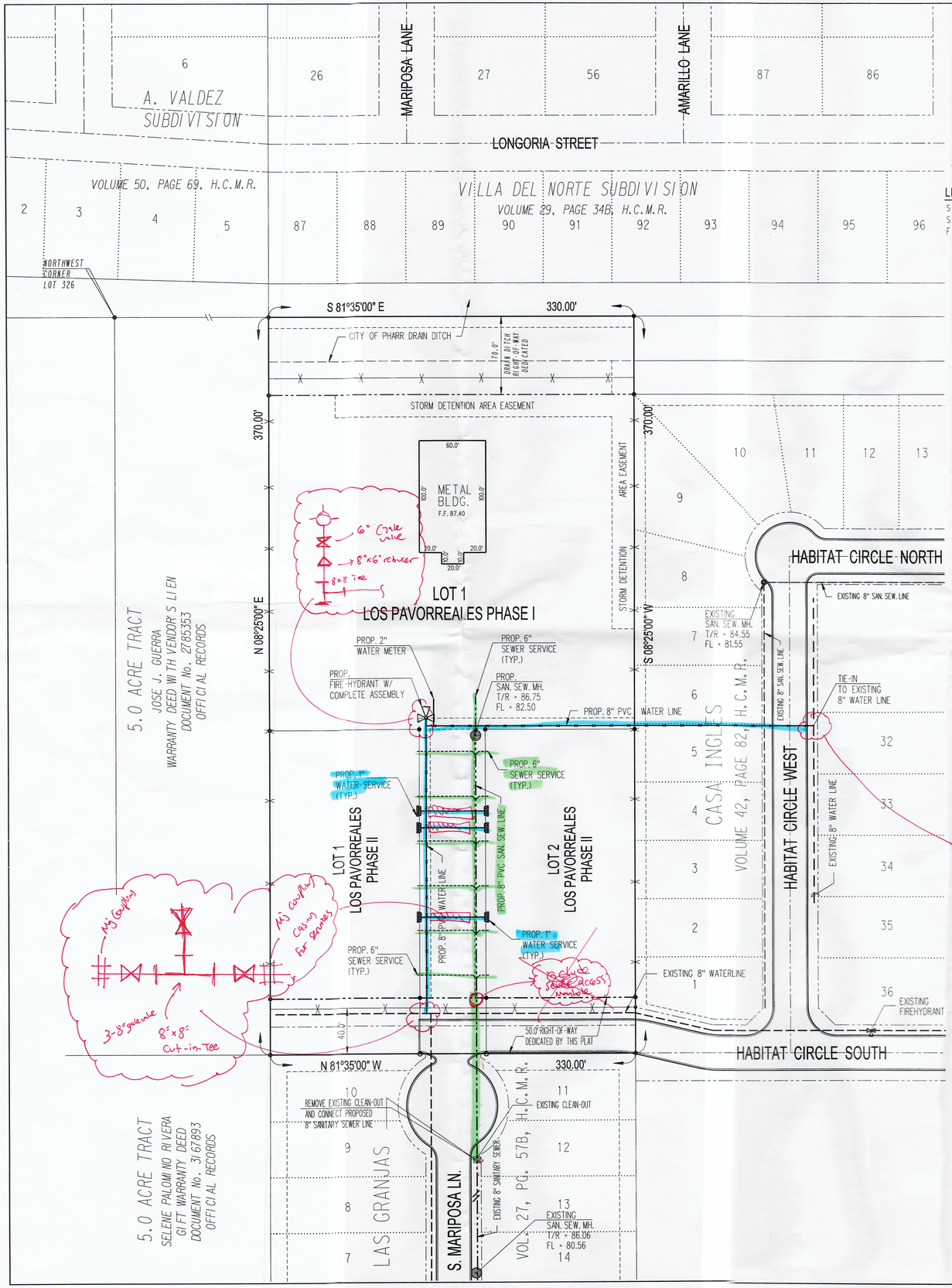
DRAINAGE

1. Drainage plan to be reviewed and approved at building permit stage.

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

ADDITIONAL COMMENTS

- Lab testing may be required for the following items:
  - Backfill
  - Paving
  - Concrete
- Include profile view of street improvements for access road.
- Concrete cradles shall be required to be installed underneath all wyes for sanitary sewer services.
- Storm sewer discharge pipes shall be required to have concrete headwalls to prevent erosion of embankments as per City standard details.
- At time of building permit phase, the sidewalk shall match with existing sidewalk along W. Habitat CIR.



SCALE: 1" = 50'

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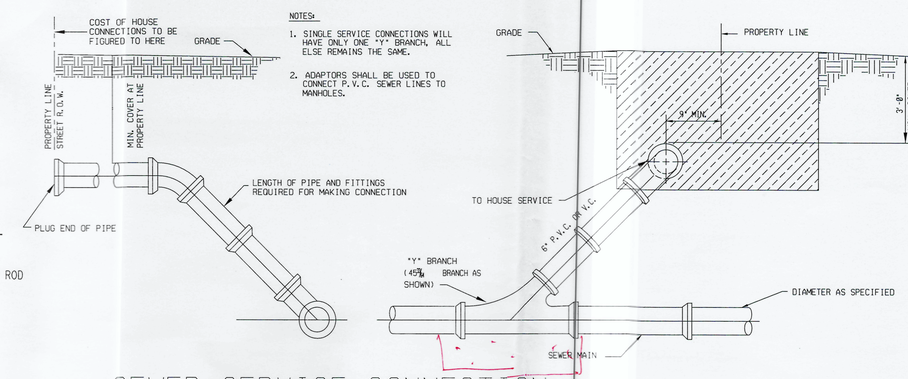
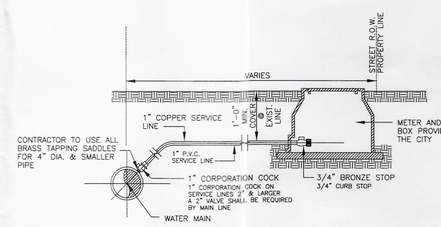


NOTES:

1. SINGLE SERVICE CONNECTIONS WILL HAVE ONLY ONE "Y" BRANCH, ALL ELSE REMAINS THE SAME.
2. ADAPTORS SHALL BE USED TO CONNECT P.V.C. SEWER LINES TO MANHOLES.

SEWER SERVICE CONNECTION



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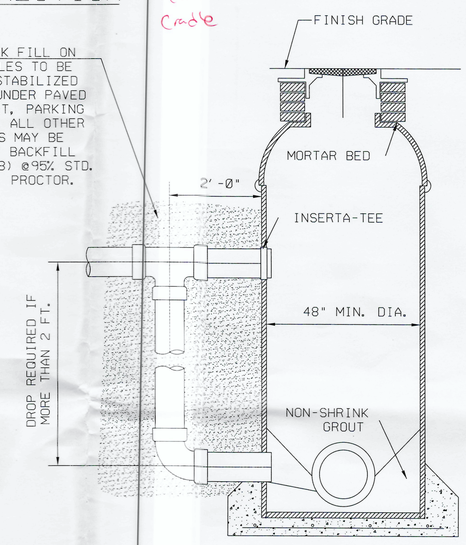
3. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" P.V.C. SHC40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

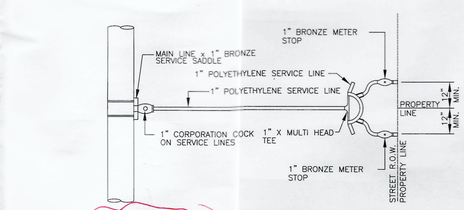
TYPICAL WATER SERVICE CONNECTIONS

NOT TO SCALE

BACK FILL ON MANHOLES TO BE CEMENT STABILIZED SAND. (UNDER PAVED STREET, PARKING DRIVES) ALL OTHER LOCATIONS MAY BE SELECT BACKFILL (PI<18) @95% STD. PROCTOR.



TYPICAL FIBERGLASS MANHOLE
With DROP STRUCTURE



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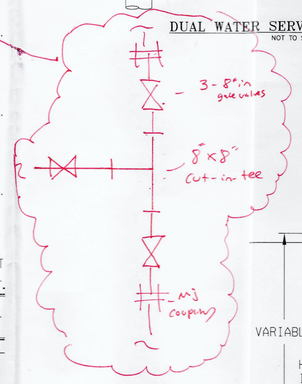

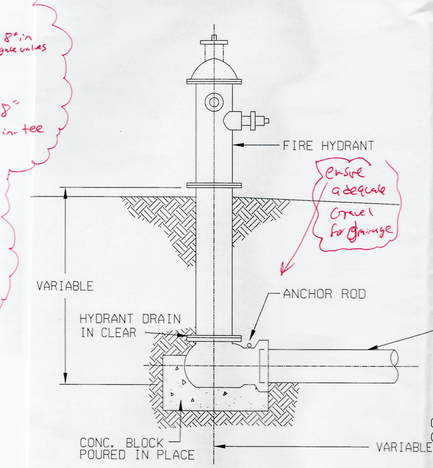

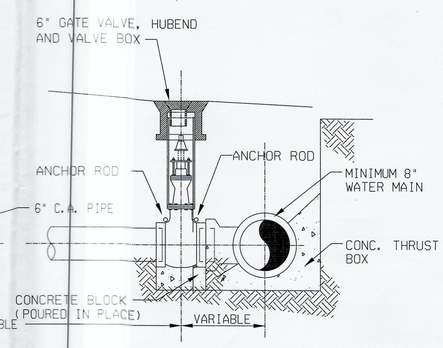

FIRE-HYDRANT DETAIL

JOB NO.:
DATE:
REVISION:
SCALE:
DRAWN BY:
SHEET:

UTILITY LAYOUT PLAN FOR LOS PAVORREALES

STATE OF TEXAS
PABLO SOTO JR.
66278
LICENSED PROFESSIONAL ENGINEER
4/28/2023
Preliminary

PABLO SOTO JR. P.E.
1208 S. IRONWOOD STREET
PHARR, TEXAS 78577
TEL: (956) 460-1605

Pharr Public Work

SUBDIVISION: **Staff Review Meeting** **DATE: 05/09/2023**

Los Pavorreales Subdivision **3.366 Acres**

E. Minnesota Rd.

Pharr Tx, 78577

Plat Notes:

- **No comments**

General Notes

. Show All Utility Profile Line Crossings, Elevations, and Separation Details

• Owner to Maintain, Monitor, and/or Treat Detention/Retention Pond to avoid Mosquito Breeding site.

• A maximum 8-inch bleeder line connection (preferably at 90-degree angle) as per City Standards.

• Propose manhole back of service inlet for maintenance

• Show Drainage Ultimate Outfall connection

• Must Obtain Discharge Permit from Public Works Department if connecting to City Storm Sewer Drainage System

• Obtain Open Street Cut / Bore Permit from Public Works Department

• Show Street Light Plan Layout and ADA Sidewalk Details

• Show and Attach Erosion & Sediment Control Plan Layout to S.W.P.P.P. (Must Be Legible) with B.M.P. Details, including Concrete washout details and Discharge point protection details.

• Erosion & Sediment Plan Layout Must Be In Place Prior to Any Earth Disturbance

• Erosion & Sediment Control during construction shall be in accordance with the current Texas Pollution Discharge Elimination System (T.P.D.E.S.), Texas Commission of Environmental Quality (T.C.E.Q.) and City of Pharr (B.M.P.) requirements

• Show and Attach an Approved (by City Engineering Department) Drainage Plan Layout with Details, to S.W.P.P.P. (Must Be Legible)

• Must submit one (1) digital copy in (USB) to review and must be approved prior to any earthwork disturbance or Notice to Proceed (N.T.P.) is issued. Must submit (3) three hard copies of the Finalized Stormwater Pollution Prevention Plan (S.W.P.P.P.) at Pre-Construction Stage

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: May 24, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance appointing/reappointing a Municipal Judge. *(Adoption on One Reading)* ***This item supports SG - Sound Governance and Fiscal Sustainability.***

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

Issue: In accordance with the City Charter of the City of Pharr, Article IV, Sections 2, 4 and 8, a Municipal Judge shall be appointed by the Board of Commissioners of the City of Pharr as soon as practical after the biennial election of the Commission. The Municipal Judge shall be appointed for a two-year term and shall have the qualifications as set out in the City Charter.

Current Municipal Judge, Juan Villescas, was appointed on July 6, 2021. His term began on July 19, 2021 and expires July 19, 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 - 5/24/2023
Patricia Rigney	Approved - 5/24/2023
City Management Office	Final Approval - 6/2/2023

ORDINANCE NO: O-2023-__

AN ORDINANCE APPOINTING A MUNICIPAL JUDGE FOR THE CITY OF PHARR; COMPENSATION; HOURS; CUMULATIVE CLAUSE; SEVERABILITY CLAUSE; DECLARING AN EMERGENCY; EFFECTIVE DATE

WHEREAS, in accordance with the City Charter of the City of Pharr, Article IV, Sections 2, 4 and 8, a Municipal Judge and Alternate Municipal Judge shall be appointed by the Board of Commissioners of the City of Pharr; as soon as practical after the biennial election of the Commission; and

WHEREAS, the Municipal Judge shall be appointed for a two-year term and shall have the qualifications as set out in the City Charter; and

WHEREAS, the Municipal Judge shall have the duties, responsibilities, and authority as set out in the City Charter, applicable law and City Codes.

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

SECTION 1: The following shall hereby be appointed/re-appointed to serve in the capacity indicated below:

1. _____ is hereby appointed as the Municipal Judge of the City of Pharr. Compensation and benefits should be coordinated through the Human Resources Department and shall be subject to any and all terms and applicable benefits pursuant to the City of Pharr Personnel Policies as may be amended from time to time.

SECTION 2: The Municipal Judge shall be designated the administrative judge of the municipal courts. The Municipal Judge will be a full-time position and shall be responsible for any and all management, oversight and administrative reports required by the City Commission or the City Manager. The Municipal Judge shall be under the direction of the City Manager and have authority over any municipal court personnel, including but not limited to, the alternate municipal judges pursuant to the municipal chain of authority and city employment policy as may be amended from time to time.

SECTION 3: Cumulative Clause. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with this Ordinance is herewith repealed and this Ordinance shall supersede and provisions in conflict herewith; all other provisions of the above-described ordinance shall remain in full force and effect.

SECTION 4: Severability Clause. If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 5: Declaring an Emergency Clause; Effective Date. The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect on the 19th day of July 2023.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of June, 2023, A.D.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: June 2, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance appointing/re-appointing General Counsel and City Attorney for the City of Pharr *(Adoption on One Reading)*. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: Ordinance to appoint/reappoint General Counsel and City Attorney.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 6/2/2023
Final Approval - 6/2/2023

ORDINANCE NO: O-2023-___

AN ORDINANCE APPOINTING GENERAL COUNSEL AND CITY ATTORNEY FOR THE CITY OF PHARR; PROVIDING FOR QUALIFICATIONS; DUTIES, COMPENSATION, FEES, COSTS, TENURE; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

WHEREAS, the Board of Commissioners desires to take action to arrange for the service of _____, as Attorney for the City of Pharr; and

WHEREAS, the Board of Commissioners may also separately designate a criminal prosecutor to handle cases in municipal court to further the efficiency and reduce the case load that may result.

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

SECTION 1: Authority. In accordance with Article IV, Section 2 of the Pharr City Charter, the Board of Commissioners may by Ordinance appoint a City Attorney and shall prescribe and fix the duties, compensation, qualifications, and tenure.

SECTION 2: **Appointment and Tenure**. That from and after the effective date of this Ordinance _____ be and is hereby appointed as General Counsel and City Attorney for the City of Pharr, Texas to provide the duties set out herein.

Said appointment shall continue for a term of four years beginning on June 5, 2023. Said appointment shall automatically renew for a subsequent four-year term, unless said appointment is terminated 60 days prior to the expiration of the initial term of appointment by a majority vote of all the Board Members thereof, or if _____ discontinues said representation.

That in consideration for the appointment made herein, the City Attorney herein appointed shall perform all services required in a professional manner in accordance with all applicable rules and laws relating to legal services. This Ordinance shall constitute the entire agreement between the attorney herein appointed and the City of Pharr and shall constitute the contract between such parties; no further contract or agreement shall be required.

SECTION 3: **Qualifications**: The City Attorney shall be licensed to practice law in the State of Texas, be a member in good standing, and practice in state courts.

SECTION 4: **Duties**:

The City Attorney shall:

(a) Represent the City and prosecute any and all criminal cases filed in the municipal court of the City of Pharr.

(b) Counsel the Board of Commissioners of the City of Pharr, on such matters of a legal nature, and perform such legal services as the City Manager shall indicate.

The City Attorney herein appointed shall be deemed the chief legal officer of the City and shall represent the City in all matters pending in any forum without further specific authorization of the City Council of the City. The City Attorney, or other such attorneys selected by him/her, shall represent the City in all litigation. The City Attorney herein designated, or other such attorneys selected by his/her, shall appear in front of all official bodies, boards, and commissions of the City as may be required by the matters pending before such bodies. The City Attorney shall be designated the chief legal officer of the City.

SECTION 5: Compensation. The City of Pharr shall pay said City Attorney a reasonable fee in the amount of $_____ per hour for all services. The Attorney shall also recover all actual costs and expenses while in the course of providing such professional services.

SECTION 6: Prosecutor. The Board of Commissioners may also separately designate a prosecutor by resolution or ordinance to handle criminal cases in Municipal Court. Such designation would relieve the City Attorney of any duties in handling criminal cases in municipal court.

SECTION 7: Repealing Clause. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: Severability Clause. The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 9: Publication; Effective Date. The importance of the subject matter of this Ordinance creates an emergency and an imperative public necessity requiring the suspension of the provision of the City Charter of the City of Pharr, Texas, that no Ordinance shall be Passed until it has been read on three (3) separate days and such provision of the City Charter is hereby suspended and said requirement dispensed with a majority of all members of the City Commission.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 5th DAY OF JUNE, 2023, A.D.

CITY OF PHARR

_____
Ambrosio "Amos" Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza
City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.
DATE SUBMITTED: June 2, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance to establish a fee to defray costs of collecting delinquent fines, fees, court costs, and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure; providing for severability; and establishing an effective date *(Adoption on One Reading)*. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: The City of Pharr wishes to enter into a contract with a private law firm to provide services for the collection of fines, fees, court costs, and other debts.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 6/2/2023
Patricia Rigney	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

ORDINANCE NO. _____

ORDINANCE PROVIDING FOR A FEE TO DEFRAY COSTS OF COLLECTING DELINQUENT FINES, FEES, COURT COSTS, AND OTHER DEBTS PURSUANT TO ARTICLE 103.0031 OF THE TEXAS CODE OF CRIMINAL PROCEDURE

STATE OF TEXAS §
COUNTY OF HIDALGO §

WHEREAS, Article 103.0031 of the Texas Code of Criminal Procedure authorizes the City of Pharr to contract with a private law firm for the collection of the fees listed above and to impose an additional fee in the amount of thirty percent on each debt or account receivable that is more than sixty days past due and which has been referred to a private law firm for collection; and

WHEREAS, the City of Pharr has determined that it is in the public interest to ensure the prompt payment of delinquent court-imposed fines, fees, court costs, and other debts as provided by said statute; and

WHEREAS, the City of Pharr, pursuant to Article 103.0031, Texas Code of Criminal Procedure, has entered into a contract with a private law firm to provide services for the collection of debts and accounts receivables, i.e.: fines, fees, court costs, restitution, and other debts ordered to be paid by a court serving the City of Pharr;

WHEREAS, the City of Pharr deems it in the public interest to pass this ordinance authorizing an additional collection fee for the collection of delinquent fines, fees, court costs, and other debts;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF PHARR, TEXAS THAT:

SECTION 1. FINDINGS. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City of Pharr and made a part of this ordinance for all purposes and findings of fact.

SECTION 2. COLLECTION FEE. In accordance with Article 103.0031 of the Texas Code of Criminal Procedure, there is hereby imposed an additional fee of thirty percent (30%) on all debts and accounts receivable, i.e.: fines, fees, court costs, restitution, and other debts that are more than sixty (60) days past due and have been referred to a private law firm for collections.

SECTION 3. EFFECTIVE DATE. This ordinance shall be effective from and after its date of passage.

SECTION 4. AUTHORIZATION. The City of Pharr is hereby authorized to enter into a contract with a private law firm to provide services for the collection of fines, fees, court costs, and other debts substantially in the form of the attached contract which is made a part of this ordinance for all purposes.

SECTION 5. SEVERABILITY. If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

SECTION 6. OPEN MEETINGS. It is hereby found and determined that the meetings at which this ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code – Chapter 551, as amended, and that a quorum of the City Council was present.

PASSED AND APPROVED on the ____ day of _____, 2023.

City of Pharr, Texas

_____

ATTEST:

_____

APPROVED AS TO FORM:

_____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.
DATE SUBMITTED: May 16, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing a Mayor Pro Tem and Alternate Mayor Pro Tem. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: In accordance with the City Charter Article III, Section 2, a Mayor Pro Tem and Alternate Mayor Pro Tem shall be chosen by the Board of Commissioners as soon as practical following the election and qualification of new members.

The current Mayor Pro Tem is Commissioner Daniel Chavez and the Alternate is Commissioner Roberto "Bobby" Carrillo

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 - 5/16/2023
Patricia Rigney	Approved - 5/16/2023
City Management Office	Final Approval - 6/2/2023

STATE OF TEXAS	**§**	
		R E S O L U T I O N
COUNTY OF HIDALGO	**§**	**NO. R-2023-___**
CITY OF PHARR	**§**	

WHEREAS, in accordance with the City Charter of the City of Pharr, Article III, Section 2, a Mayor Pro Tem and Alternate Mayor Pro Tem shall be chosen by the Board of Commissioners of the City of Pharr; as soon as practical following the election and qualification and on annually basis of new members of the Board of Commissioners.

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

1. _____ is hereby appointed Mayor Pro Tem of the City of Pharr.

2. _____ is hereby appointed Alternate Mayor Pro Tem of the City of Pharr.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of June**,** 2023.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ,
MAYOR

ATTEST:

_____
HILDA PEDRAZA
CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.E.
DATE SUBMITTED: May 22, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Public Facilities Corporation #1 Board of Directors. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: The Pharr Public Facilities Corporation #1 was created pursuant to Chapter 303 of the Texas Local Government Code. The corporation is composed of seven (7) members, all of whom shall be members of the governing body and serve for a term of not more than six (6) years or until a successor is appointed.

Eleazar Guajardo is no longer a member of the governing body; therefore, appointment of new member to the Board of Directors is needed at this time.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends appointment of Comm. Michael Pacheco.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 5/22/2023
Patricia Rigney	Approved - 5/22/2023
City Management Office	Final Approval - 6/2/2023

STATE OF TEXAS	**§**	**RESOLUTION**
COUNTY OF HIDALGO	**§**	**NO. R-2023-___**
CITY OF PHARR	**§**	

WHEREAS, Resolution No. R-2011-53 authorized and created the Pharr Public Facilities Corporation #1 pursuant to Chapter 303 of the Texas Local Government Code; and

WHEREAS, in accordance with Article 9 of the Articles of Incorporation, the Pharr Public Facilities Corporation #1 shall be managed and composed of no less than three (3) persons, all of whom shall be members of the governing body and shall serve for a term of not more than six (6) years or until a successor is appointed; and

WHEREAS, Eleazar Guajardo is no longer a member of the governing body and appointment of new member is needed at this time.

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

That the following person is hereby appointed to the Board of Directors of the Pharr Public Facilities Corporation #1:

NAME:	LENGTH OF TERM:
1. Michael Pacheco	Until Successor is appointed

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of June, 2023.

CITY OF PHARR

_____

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

_____

HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.F.
DATE SUBMITTED: May 22, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing seven (7) members to the Pharr Public Facilities Corporation #3 Board of Directors. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: The Pharr Public Facilities Corporation #3 was created pursuant to Chapter 303 of the Texas Local Government Code. The corporation is composed of seven (7) members, all of whom shall be members of the governing body and serve a two (2) year term.

Eleazar Guajardo is no longer a member of the governing body and the terms of Ambrosio Hernandez, Roberto Carrillo, Ramiro Caballero, Daniel Chavez, Ricardo Medina, and Itza Flores will expire on August 2, 2023.

Therefore, appointment/reappointment to the Board of Directors is needed at this time.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends appointment of Comm. Michael Pacheco and reappointment of Ambrosio Hernandez, Roberto “Bobby” Carrillo, Ramiro Caballero, Daniel Chavez,Ricardo Medina, and Itza Flores

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 5/22/2023
Patricia Rigney	Approved - 5/22/2023
City Management Office	Final Approval - 6/2/2023

STATE OF TEXAS	**§**	**RESOLUTION**
COUNTY OF HIDALGO	**§**	**NO. R-2023-___**
CITY OF PHARR	**§**	

WHEREAS, Resolution No. R-2011-86 authorized and crated the Pharr Public Facilities Corporation #3 pursuant to Chapter 303 of the Texas Local Government Code; and

WHEREAS, in accordance with the Article Seven of the Bylaws of Incorporation, the Pharr Public Facilities Corporation #3 shall be composed of seven (7) members, all of whom shall be members of the Governing Body and shall serve for a term of two (2) years; and

WHEREAS, Eleazar Guajardo is no longer a member of the governing body; and the terms of Ambrosio Hernandez, Roberto "Bobby" Carrillo, Ramiro Caballero, Daniel Chavez, Ricardo Medina and Itza Flores will expire on August 2, 2023; and

WHEREAS, seven (7) members need to be appointed/re-appointed.

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

That the following persons are hereby appointed to the Board of Directors of the Pharr Public Facilities Corporation #3:

NAME:	LENGTH OF TERM:
Ambrosio Hernandez	2-Year Term (expiring August 2, 2025)
Michael Pacheco	2-Year Term (expiring August 2, 2025)
Roberto "Bobby" Carrillo	2-Year Term (expiring August 2, 2025)
Daniel Chavez	2-Year Term (expiring August 2, 2025)
Ramiro Caballero	2-Year Term (expiring August 2, 2025)
Ricardo Medina	2-Year Term (expiring August 2, 2025)
Itza Flores	2-Year Term (expiring August 2, 2025)

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of June, 2023.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.G.
DATE SUBMITTED: May 22, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #1. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: The Tax Increment Reinvestment Zone #1 was created pursuant to the provisions of the Tax Increment Reinvestment Financing Act, Texas Tax Code, Chapter 311. The board consists of not less than five (5) members who serve a two-year term. The City appoints Directors and the Commissioners Court of Hidalgo County nominates their representative.

The following are the current members of TIRZ #1 and their terms will expire on June 7, 2023.
Ambrosio Hernandez, Chair
Eleazar Guajardo, Vice -Chair
Ricardo Medina
Daniel Chavez
Armando Garza, Jr. County Representative

Due to Eleazar Guajardo not being a member of the governing body, a vacancy has been created and a replacement is needed at this time.

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 - 5/22/2023
Patricia Rigney	Approved - 5/22/2023
City Management Office	Final Approval - 6/2/2023

RESOLUTION NO. R-2023-__

A RESOLUTION APPOINTING/RE-APPOINTING BOARD OF DIRECTORS FOR THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE

WHEREAS, the City of Commission adopted Ordinance O-2011-46, which created a Board of Directors for the Tax Increment Reinvestment Zone Number One consisting of not less than five (5) and not more than fifteen (15) members; and

WHEREAS, members of said board shall serve a two (2) year term; and

WHEREAS, Eleazar Guajardo is no longer a member of the governing body and the terms of Ambrosio Hernandez, Ricardo Medina and Daniel Chavez will expire on June 7, 2023; and

WHEREAS, four (4) members need to be appointed/re-appointed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, that the following members are hereby appointed.

NAME:	LENGTH OF TERM:
1. _____	2-Year Term (expiring June 7, 2025)
2. _____	2-Year Term (expiring June 7, 2025)
3. _____	2-Year Term (expiring June 7, 2025)
4. _____	2-Year Term (expiring June 7, 2025)
5. _____, Hidalgo County	

PASSED AND APPROVED THIS 5th DAY OF JUNE 2023, BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.H.
DATE SUBMITTED: May 22, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #2. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: The Tax Increment Reinvestment Zone #1 was created pursuant to the provisions of the Tax Increment Reinvestment Financing Act, Texas Tax Code, Chapter 311. The board consists of not less than five (5) members who serve a two-year term. The City appoints Directors and the Commissioners Court of Hidalgo County nominates their representative.

The following are the current members of TIRZ #1 and their terms will expire on June 7, 2023.
Ambrosio Hernandez, Chair
Eleazar Guajardo, Vice -Chair
Ricardo Medina
Daniel Chavez
Armando Garza, Jr. County Representative

Due to Eleazar Guajardo not being a member of the governing body, a vacancy has been created and a replacement is needed at this time.

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 - 5/22/2023
Patricia Rigney	Approved - 5/22/2023
City Management Office	Final Approval - 6/2/2023

RESOLUTION NO. R-2023-__

A RESOLUTION APPOINTING/RE-APPOINTING BOARD OF DIRECTORS FOR THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO

WHEREAS, the City of Commission adopted Ordinance O-2015-52, which created a Board of Directors for the Tax Increment Reinvestment Zone Number Two consisting of not less than five (5) and not more than fifteen (15) members; and

WHEREAS, members of said board shall serve a two (2) year term; and

WHEREAS, Eleazar Guajardo is no longer a member of the governing body and the terms of Ambrosio Hernandez, Ricardo Medina and Daniel Chavez will expire on June 7, 2023; and

WHEREAS, four (4) members need to be appointed/re-appointed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, that the following members are hereby appointed.

NAME:	LENGTH OF TERM:
1. _____	2-Year Term (expiring June 7, 2025)
2. _____	2-Year Term (expiring June 7, 2025)
3. _____	2-Year Term (expiring June 7, 2025)
4. _____	2-Year Term (expiring June 7, 2025)
5. _____, Hidalgo County	

PASSED AND APPROVED THIS 5th DAY OF JUNE 2023, BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.I.
DATE SUBMITTED: May 22, 2023
MEETING DATE: June 5, 2023

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing four (4) members to the Parks and Recreation Advisory Board.**This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: Four board members of the Parks and Recreation Advisory Board term will expire on June 5, 2023.
Hector Trevino
Alma Caso
Erika Sciaraffa
Rudy Beltran
Contact has been made; they have expressed their interest in serving.

Fiscal Consideration: N/A

Staff Recommendation: City commission approve the reappointment of the board members.

Alternatives: N/A

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

ROUTING:

Elva Guajardo	Created/Initiated - 5/22/2023
Sergio Alanis	Approved - 5/23/2023
City Management Office	Final Approval - 6/2/2023

STATE OF TEXAS **{ }**

COUNTY OF HIDALGO **{ }** **R E S O L U T I O N**
NO: R-2023-____

CITY OF PHARR **{ }**

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 90-32, has created and appointed a Parks and Recreation Committee composed of nine members who shall be residents of the City of Pharr and serve a term of two years. Any member of the Committee may be reappointed by the City Commission upon completion of a full term.

WHEREAS, the terms of Alma Caso, Hector Treviño, Rudy Beltran and Erika Sciaraffa will expire on June 5, 2023; and

WHEREAS, appointment/re-appointment of four (4) members need to be made at this time; and such Board members shall perform duties as may be prescribed by ordinance or state law.

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

The following persons are hereby appointed as members of the Parks and Recreation Committee of the City of Pharr.

NAME:	**LENGTH OF TERM**
1.	2-Year Term (expiring June 5, 2025)
2.	2-Year Term (expiring June 5, 2025)
3.	2-Year Term (expiring June 5, 2025)
4.	2-Year Term (expiring June 5, 2025)

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 5th day of June, 2023.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.J.
DATE SUBMITTED: May 22, 2023
MEETING DATE: June 5, 2023

FROM: Linda Coronado, Secretary

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing two (2) members to the Pharr Memorial Library Board.**This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: The terms of Anita Vela and Mary Q. Gonzalez expired on June 3, 2023. Both members wish to continue serving on the library board.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends reappointing current board members

Alternatives: N/A

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

ROUTING:

Linda Coronado	Created/Initiated - 5/22/2023
Adolfo Garcia	Approved - 5/25/2023
Hilda Pedraza	Approved - 5/25/2023
Patricia Rigney	Approved - 5/25/2023
City Management Office	Final Approval - 6/2/2023

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

R E S O L U T I O N
NO: R-2023-_

WHEREAS, the Board of Commissioners has created and appointed a Library Board composed of seven (7) members who shall be residents of the City of Pharr; and

WHEREAS, the Board of Commissioners on July 17, 2007, by ordinance amended the Library Board to be composed of nine (9) regular members and one (1) ex-officio member; and

WHEREAS, the terms of Anita Vela and Mary Q. Gonzalez expired on June 3, 2023; and

WHEREAS, appointment/re-appointment of two (2) members is needed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, THAT the following residents of the city of Pharr are hereby appointed.

NAME:	**LENGTH OF TERM:**
1. _____	2 –Year term (to expire 06/03/25)
2. _____	2 –Year term (to expire 06/03/25)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of June, 2023.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.K.
DATE SUBMITTED: May 12, 2023
MEETING DATE: June 5, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Resolution ratifying Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase II, Control Section Job (CSJ) Number 0921-02-425. **This item supports IF - Infrastructure.**

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

Issue: The proposed AFA-Amendment #1 with TxDOT for the Dock Expansion Phase II project is for adding $960,144.75 in Rider 11B funds to the project. The City of Pharr requested additional funding from TxDOT to cover cost escalations due to inflation, and the request was granted. The amendment was executed on March 29, 2023.

The AFA-Amendment #1 will require the City to pay a total estimated amount of $393,595 to TxDOT for review and oversight services. This is an increase of $23,595 from the original AFA. Out of the total estimated amount due, the City has already paid $140,000 under the original AFA and only needs to cover the remaining balance of $253,595. As before, the City is responsible for 100% of cost overruns.

Fiscal Consideration:
Initial Payment Due at AFA Approval: $140,000 *(payment was delivered on July 13, 2020)*
Payment Due Before Construction: $253,595 *(an increase of $23,595 from the original AFA)*
Total: $393,595
**Remaining balance is $253,595*

Staff Recommendation: Staff recommends approval of the Resolution ratifying Amendment #1 to the AFA with TxDOT for the Dock Expansion Phase II, CSJ #0921-02-435.

Alternatives: The amendment adds funding to the project. There is no alternative unless the funding is rejected.

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

ROUTING:

Maria Rangel	Created/Initiated - 5/12/2023
Ruben Alfaro	Approved - 5/23/2023
Cynthia Garza	Approved - 5/23/2023
Karla Saavedra	Approved - 5/24/2023
Patricia Rigney	Approved - 5/24/2023
City Management Office	Final Approval - 6/2/2023

RESOLUTION NO. R-2023-__

ADVANCE FUNDING AGREEMENT
AMENDMENT NUMBER 1
BORDER STATE INFRASTRUCTURE (RIDER 11B) PROJECT OFF-SYSTEM
DOCK EXPANSION PHASE II (COLD UNITS) AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-425

WHEREAS, on April 20, 2020, the Board of Commissioners of the City of Pharr (City), Texas, approved Resolution No. R-2020-27 allowing the City to enter into an Advance Funding Agreement (AFA) with the Texas Department of Transportation (State) for the construction of the Dock Expansion Phase II, CSJ: 0921-02-425, at the Pharr International Bridge; and

WHEREAS, due to inflation in construction costs, additional funding was requested and granted by TxDOT for the Project; and

WHEREAS, the total addition is $960,144.75 in Rider 11B funds; and

WHEREAS, The City's revised total estimated cost to the State will be **$393,595** *(This is an estimate. The final amount of Local Government participation will be based on actual costs. The City of Pharr is also responsible for 100% of cost overruns.)* and initial payment in the amount of **$140,000** to the Texas Department of Transportation Trust Fund has been completed.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement – Amendment #1 with the State.

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

PASSED AND APPROVED this 5th day of June 2023, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

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				Federal Highway Administration:	
CSJ #	0921-02-425			CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00001794	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Dock Expansion Phase II (Cold Units) at Pharr International Bridge			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT #_1__

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the **City of Pharr**, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on July 7 of 2020 to effectuate their agreement to undertake and complete a highway improvement or other transportation project generally described as **Dock Expansion Phase II (Cold Units) at Pharr International Bridge**; and,

WHEREAS, it has become necessary to amend that contract to add additional Category 11 funds and to amend provision of the contract to reflect the current budget of the project.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

A. **Attachment C "Project Budget" is deleted in its entirety and replaced with Attachment C-1 "Project Budget", which is attached to this amendment.** As a result of recent updates to construction costs approved by the Rio Grande Valley Metropolitan Planning Organization, Category 11, funds are increased from $5,000,000 to $5,960,145 a total increase of $960,145. The $960,145 increase in Category 11 funds resulted in an increase of $72,233 in indirect state costs which are being paid by the State. Construction Direct State cost are increased from $230,000 to $253,595 a total increase of $23,595 which will be paid by the City of Pharr

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party's signature.

CSJ #	0921-02-425			**Federal Highway Administration:**	
District #	21-Pharr	**AFA ID**	Z00001794	**CFDA No.**	**20.205**
Code Chart 64 #	32600			**CFDA Title**	**Highway Planning and Construction**
Project Name	Dock Expansion Phase II (Cold Units) at Pharr International Bridge			***AFA Not Used For Research & Development***	

THE LOCAL GOVERNMENT

DocuSigned by:

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Signature

Ambrosio Hernandez

Typed or Printed Name

City of Pharr Mayor

Title

3/28/2023

Date

THE STATE OF TEXAS

DocuSigned by:

Kenneth Stewart

F1CDA80FDB8C4B6...

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

3/29/2023

Date

TxDOT:					Federal Highway Administration:	
CSJ #	0921-02-425				CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00001794		CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600					
Project Name	Dock Expansion Phase II (Cold Units) at Pharr International Bridge				*AFA Not Used For Research & Development*	

ATTACHMENT C-1
PROJECT BUDGET

Cosnstruction Costs are allocated on 80% Federal funding and 20% State funding, with additional participation by the Local Government in the amount of $6,719,585. The Local Government is responsible for 100% of all project costs exceeding the approved federal funding. The Local Government is responsible for 100% Preliminary Engineering (PE) Environmental documents, Construction Engineering, and all Direct State Costs. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	**$690,000**	0%	$0	0%	$0	100%	**$690,000**
Environmental (by LG)	**$10,000**	0%	$0	0%	$0	100%	**$10,000**
Construction (Cat. 11)	**$5,960,145**	80%	$4,768,116	20%	$1,192,029	0%	**$0**
Construction (100% LG)	**$6,719,585**	0%	$0	0%	$0	100%	**$6,719,585**
Construction Engineering(by LG)	**$993,343**	0%	$0	0%	$0	100%	**$993,343**
Subtotal	**$14,373,073**		**$4,768,116**		**$1,192,029**		**$8,412,928**
Engineering Direct State Costs	**$119,000**	0%	$0	0%	$0	100%	**$119,000**
Environmental Direct State Costs	**$7,000**	0%	$0	0%	$0	100%	**$7,000**
ROW Direst State Costs	**$7,000**	0%	$0	0%	$0	100%	**$7,000**
Utility Direct State Costs	**$7,000**	0%	$0	0%	$0	100%	**$7,000**
Construction Direct State Costs	**$253,595**	0%	$0	0%	$0	100%	**$253,595**
Indirect State Costs	**$649,663**	0%	$0	100	$649,663	0%	**$0**
Subtotal	**$1,043,258**		**$0**		**$649,663**		**$393,595**
TOTAL	**$15,416,331**		**$4,768,116**		**$1,841,692**		**$8,806,523**

Initial payment by the Local Government to the State received on 07-13-2020:	$140,000
Payment due by the Local Government to the State before Construction:	$253,595
Estimated total payment by the Local Government to the State:	$393,595

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.L.
DATE SUBMITTED: May 15, 2023
MEETING DATE: June 5, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Resolution ratifying Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Agricultural Laboratory and Training Center (Ag Lab), Control Section Job (CSJ) Number 0921-02-433. **This item supports IF - Infrastructure.**

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

Issue: The proposed AFA-Amendment #1 with TxDOT for the Ag Lab project is to add $2,455,437.15 in Rider 11B funds to the project. This will bring the total amount of Rider 11B funds to $10,455,437.15. The City of Pharr requested additional funding from TxDOT to cover inflation, and the request was granted. The amendment was executed on May 14, 2023.

The AFA-Amendment #1 will require the City to pay a total estimated amount of $348,586 to TxDOT for review and oversight services. This is an increase of $61,386 from the original AFA. Out of the total estimated amount due, the City has already paid $44,200 under the original AFA and only needs to cover the remaining balance of $304,386. As before, the City is responsible for 100% of cost overruns.

Fiscal Consideration:
Initial Payment Due at AFA Approval: $44,200 *(payment was made on February 26, 2021)*
Payment Due Before Construction: $304,386 *(an increase of $61,386 from the original AFA)*
Total: $348,586
**Remaining balance is $304,386*

Staff Recommendation: Staff recommends approval of the Resolution ratifying Amendment #1 to the AFA with TxDOT for the Ag Lab, CSJ #0921-02-433.

Alternatives: The amendment adds funding to the project. There is no alternative unless the funding is rejected.

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

ROUTING:

Maria Rangel	Created/Initiated - 5/15/2023
Ruben Alfaro	Approved - 5/23/2023
Cynthia Garza	Approved - 5/23/2023
Karla Saavedra	Approved - 5/23/2023
Patricia Rigney	Approved - 5/24/2023
City Management Office	Final Approval - 6/2/2023

RESOLUTION NO. R-2023-__

ADVANCE FUNDING AGREEMENT
AMENDMENT NUMBER 1
BORDER STATE INFRASTRUCTURE (RIDER 11B) PROJECT OFF-SYSTEM
AG LAB AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-433

WHEREAS, on February 01, 2021, the Board of Commissioners of the City of Pharr (City), Texas, approved Resolution No. R-2021-05 allowing the City to enter into an Advance Funding Agreement (AFA) with the Texas Department of Transportation (State) for the construction of the Agricultural Lab and Training Center, CSJ: 0921-02-433, at the Pharr International Bridge; and

WHEREAS, due to inflation in construction costs, additional funding was requested and granted by TxDOT for the Project; and

WHEREAS, the total addition is $2,455,437.15 in Rider 11B funds; and

WHEREAS, The City's revised total estimated cost to the State will be **$348,386** *(This is an estimate. The final amount of Local Government participation will be based on actual costs. The City of Pharr is also responsible for 100% of cost overruns.)* and initial payment in the amount of **$44,200** to the Texas Department of Transportation Trust Fund has been completed.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement – Amendment #1 with the State.

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

PASSED AND APPROVED this 5th day of June 2023, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

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				Federal Highway Administration:	
CSJ #	0921-02-433			**CFDA No.**	**20.205**
District #	Pharr - 21	**AFA ID**	Z00001795	**CFDA Title**	**Highway Planning and Construction**
Code Chart 64 #	32600				
Project Name	Ag Lab			***AFA Not Used For Research & Development***	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the **City of Pharr**, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on February 18th of 2021 to effectuate their agreement to make facility improvements at Pharr International Bridge; and,

WHEREAS, it has become necessary to amend that contract to add additional Rider 11B funds and to amend provision of the contract to reflect the current budget of the project.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

A. **Attachment C Project Budget is deleted in its entirety and replaced with Attachment C-1 Project Budget, which is attached to this amendment.** The total budget increased by $3,301,921, from $13,258,132 to $16,560,053, due to an increase in estimated construction costs and material prices.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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CSJ #	0921-02-433			**ederal Highway Administration:**	
District #	Pharr - 21	**AFA ID**	Z00001795	**CFDA No.**	**20.205**
Code Chart 64 #	32600			**CFDA Title**	**Highway Planning and Construction**
Project Name	Ag Lab				
				AFA Not Used For Research & Development	

Each party is signing this amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

DocuSigned by:
Dr. Ambrosio Hernandez
61802B5A811140A...
Signature

Dr. Ambrosio Hernandez
Typed or Printed Name

Mayor
Title

5/12/2023
Date

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
F1CDA80FDB8C4B6...
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

5/14/2023
Date

TxDOT:					Federal Highway Administration:	
CSJ #	0921-02-433				CFDA No.	20.205
District #	21 - Pharr	AFA ID	Z00001795		CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600					
Project Name	Ag Lab				*AFA Not Used For Research & Development*	

ATTACHMENT C-1
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% State funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	$250,000	0%	$0	0%	$0	100%	$250,000
Environmental (by LG)	$10,000	0%	$0	0%	$0	100%	$10,000
Construction (by LG)	$10,455,437	80%	$8,364,350	20%	$2,091,087	0%	$0
Construction & Construction Engineering (by LG)	$4,763,859	0%	$0	0%	$0	100%	$4,763,859
Subtotal	$15,479,296		$8,364,350		$2,091,087		$5,023,859
Engineering Direct State Costs	$22,100	0%	$0	0%	$0	100%	$22,100
Environmental Direct State Costs	$8,840	0%	$0	0%	$0	100%	$8,840
Right of Way Direct State Costs	$6,630	0%	$0	0%	$0	100%	$6,630
Utility Direct State Costs	$6,630	0%	$0	0%	$0	100%	$6,630
Construction Direct State Costs	$304,386	0%	$0	0%	$0	100%	$304,386
Indirect State Costs	$732,171	0%	$0	100%	$732,171	0%	$0
Subtotal	$1,080,757		$0		$732,171		$348,586
TOTAL	$16,560,053		$8,364,350		$2,823,258		$5,372,445

Initial payment by the Local Government to the State received on 2/26/2021: $44,200

Payment by the Local Government to the State 60 days prior to the date set for receipt of the construction bids: $304,386

Estimated total payment by the Local Government to the State $348,586

This is an estimate. The final amount of Local Government participation will be based on actual costs.

DocuSign

Certificate Of Completion

Envelope Id: B6CDBB1FB3AE4104905E14E963652F3E
Status: Completed
Subject: Please DocuSign AFAID Z00001795 with City of Pharr
Source Envelope:
Document Pages: 8
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Hettie Thompson
125 E. 11th Street
Austin, TX 78701
hettie.thompson@txdot.gov
IP Address: 209.112.106.2

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Holder: Hettie Thompson
hettie.thompson@txdot.gov
Pool: StateLocal
Pool: Texas Department of Transportation

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Signer Events	Signature	Timestamp
Dr. Ambrosio Hernandez mayor@pharr-tx.gov Mayor Security Level: Email, Account Authentication (Optional)	DocuSigned by: Dr. Ambrosio Hernandez 61802B5A811140A... Signature Adoption: Pre-selected Style Using IP Address: 63.239.119.126	Sent: 5/12/2023 8:37:36 AM Viewed: 5/12/2023 8:49:09 AM Signed: 5/12/2023 8:49:40 AM

Electronic Record and Signature Disclosure:
Accepted: 5/12/2023 8:49:09 AM
ID: 8f5e8dc2-c050-4d14-8f76-90dadc8a9534

Kenneth Stewart Kenneth.Stewart@txdot.gov Director, Contract Services Texas Department of Transportation Security Level: Email, Account Authentication (Optional)	DocuSigned by: Kenneth Stewart F1CDA80FDB8C4B6... Signature Adoption: Pre-selected Style Using IP Address: 204.64.21.232	Sent: 5/12/2023 8:49:42 AM Viewed: 5/14/2023 7:36:50 PM Signed: 5/14/2023 7:36:54 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Griselda Saldivar griselda.saldivar@txdot.gov Project Manager Texas Department of Transportation Security Level: Email, Account Authentication (Optional)	COPIED	Sent: 5/12/2023 8:37:35 AM Viewed: 5/12/2023 8:38:37 AM

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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maria.rangel@pharr-tx.gov maria.rangel@pharr-tx.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/12/2023 8:37:36 AM Viewed: 5/12/2023 8:39:07 AM
Finance FIN_Local-Participation@txdot.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/14/2023 7:36:56 PM
Letting Daniel.Dargevics@txdot.gov Texas Department of Transportation Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/14/2023 7:36:57 PM
Sonya Ayers sonya.ayers@txdot.gov Local Govt Projects Coord Texas Department of Transportation Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/14/2023 7:36:57 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/12/2023 8:37:35 AM
Certified Delivered	Security Checked	5/14/2023 7:36:50 PM
Signing Complete	Security Checked	5/14/2023 7:36:54 PM
Completed	Security Checked	5/14/2023 7:36:58 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

> i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
>
> ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: May 23, 2023
MEETING DATE: June 5, 2023

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, authorizing the Bridge Department to participate in the 2023 Global Produce & Floral Show (formerly known as PMA) Texas Town Pavilion for an amount not to exceed $27,000. **This item supports EV - Economic Vitality.**

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

Issue: On May 17, 2023, the Bridge Board approved the 2023 Global Produce & Floral Show (formerly PMA) Texas Town Pavilion for an amount not to exceed $27,000.

The 2023 Global Produce & Floral Show (formerly PMA) Texas Town Pavilion will take place on October 19-21, 2023 in Anaheim, California. The Pharr International Bridge has been participating in this event since 2013.

Fiscal Consideration: $27,000

Staff Recommendation: Staff recommends approval

Alternatives: N/A

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

ROUTING:

Vanessa Guzman	Created/Initiated - 5/23/2023
Luis Bazan	Approved - 5/24/2023
Karla Saavedra	Approved - 6/2/2023
Patricia Rigney	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

Exhibitor's Contract
2023 GPFS Texas Town Pavilion

TIPA exhibitors are expected to adhere to the following in conjunction with GPFS Rules and Regulations.

1. Each exhibitor **MUST be a member** **of the Texas International Produce Association** and be in good financial standing with the association.

2. Prior to the show, **payment for booth space** and $10.00 sq/ft maintenance fee is **DUE UPON RECEIPT OF TIPA INVOICE**. In the event of a cancellation, the booth space portion is non-refundable as TIPA has already been charged by GPFS.

3. After the show, exhibitors will be invoiced all other expenses (ie. Transportation, labor, etc.). Payment is **DUE UPON RECEIPT OF TIPA INVOICE.**

   3a. Invoices must be paid in full upon receipt. The system of "installments" has been abused in the past and TIPA no longer offers that service.

4. It is the responsibility of each exhibitor to set-up/tear-down their booth (i.e. empty trash cans, put up company-specific décor, etc.). It is TIPA's responsibility to set-up/tear-down Texas Town (i.e. backdrop, lighting, unload and reload packing crates/pallets).

5. In order to maintain a consistent Texas Town image, exhibitors:
   a. **must purchase** graphics for their booths including a back-lit panel and an overhead arched sign with your company's name/logo through TIPA.
   b. **shall not** cover the back-lit panels and sign.

6. Exhibitors may not begin tear down until the ***last day*** of the Expo at GPFS's ***posted ending time.*** Failure to comply will result in a $500 fine.

7. Any entertainment provided by the exhibitor must be approved by the TIPA Board or TIPA GPFS Committee. The exhibitor will be required to submit a detailed "booth entertainment" plan to the board no less than two months prior to the start of Fresh Summit. Failure to comply will result in immediate removal of unapproved entertainment the day of the show and loss of ability to exhibit at future Texas Town events.

8. Exhibitor **MUST** always have a representative at the booth during Expo hours. Failure to comply will result in a $500 fine.

9. Exhibitor must make their own travel and hotel arrangements.

10. Booth orders must go through the Texas Town coordinator (i.e. furniture, cold storage, carpet, etc.).

If the above rules are not followed, you forfeit your option to exhibit the next year. *I agree, as my company's representative, to abide by these rules.*

Signature: _____

Name: _____ Date: _____

Company: _____

Please sign and return to lilly.garcia@texipa.org

Did you know...

the Texas International Produce Association hosts the

TEXAS TOWN PAVILION

at The Global Produce & Floral Show

TEXAS EST. 1942 International Produce Association

<u>What:</u> **Texas Town is a 8,400 square foot exhibit space FRONT and CENTER at the Global Produce & Floral Show. With over 22,000 attendees, this Expo is THE place to be if you are in the produce industry.**

The Texas International Produce Association has been coordinating Texas Town since 1992 and are 15th in line to pick for produce and 1st for solutions on the showroom floor - that means we're right behind the big players like Sunkist, Dole, Chiquita, Melissa's and in front of 600 other companies.

<u>When:</u> **October 19-21, 2023**

<u>Where:</u> **Anaheim, CA USA**

List of 2022 Exhibitors:

Amore Produce LLC
Bebo Distributing, Inc.
CabeFruit Produce, LLC
Dominguez Fresh Produce
Empacadora GAB
Farmers Marketing Service
Fortune Growers
Fox Packaging
Grande Produce LTD
LakeWay Foods, LLC
Linda Vista
Lone Star Citrus Growers
Marabella Produce LLC
Marengo Foods
Montero Farms
Perlag Imports LLC
Pharr International Bridge
Phillip Garcia CHB
Port Laredo Texas
Pratt Industries
Proplat
SAWPM
Solamex
Splendid by Porvenir LLC
Spring Valley Fruits, LLC.
Sunrise Produce, LLC.
Super Starr International
Sweet Seasons, LLC.
Tabafresh Farms
Texas Department of Ag.
Traveler Produce, LLC.
Villita Avocados

CALL TODAY!

Reservations will be on a 1st-come-1st-serve basis!!
956.581.8632 or lilly.garcia@texipa.org

What are the BENEFITS?

Prime Location: TIPA has been exhibiting with GPFS for TWENTY-NINE years. We select great booth spaces – in front of 600 other companies exhibiting at GPFS. Individually, exhibitors do not have the ability to obtain this space – there is power in numbers and the uniqueness of Texas Town stands out.

Exhibitors DO NOT have to be a member of IFPA: Because TIPA is a member of the International Fresh Produce Association, the companies exhibiting in Texas Town are not required to be a member of IFPA to get the "member rate" for booth space (a savings of $4,600).

TIPA Staff Coordinates EVERYTHING: Except for your housing and travel arrangements, TIPA staff oversees all areas of the expo – from freight handling to sign hanging. We set-up Texas Town and tear it down; thus allowing the participating exhibitors to do what they are there to do – meet with existing or potential customers. Our exhibitors do not have to worry about outside transportation or staying on top of GPFS's deadlines - you don't even have to stay around until midnight after the show is over waiting on freight to be picked up – we do all of that for you.

A Cohesive Community Design: Texas Town has a cohesive look. Your display will be customized with your company's logo and graphics.

What Does it Cost?

Booth Space: $4,600 per 10x10 space (same amount IFPA charges its members)

Maintenance Fee: $10 sq. ft.: Covers direct and indirect costs as well as up keep expenses.

Staff Travel and Labor: Each Texas Town exhibitor shares the travel and labor expenses for the TIPA staff members that coordinate Texas Town.

Furniture & Accessories: Only if ordered.

Plants: Only if ordered.

Carpet & Padding: Carpet is ordered for all exhibitors and is the same color throughout Texas Town. Exhibitors are charged based on their square footage.

Sign Hanging: A 20'x20' "Texas Town" overhead sign is hung over the pavilion. This cost is divided equally among exhibitors.

Labor: Contract labor is hired to assemble Texas Town. Exhibitors are charged based on square footage.

Cold Storage: Only if used.

Electrical: Electricity is always ordered for accent lighting – this amount is divided equally among exhibitors. Additional electrical needs are charged solely to the ordering exhibitor.

Material Handling: IFPA charges all exhibitors for moving freight in and out of the show. The Texas Town exhibit freight costs are shared among exhibitors based on square footage.

Supplies/Décor: Any upgrades or supplies needed for Texas Town are charged based on square footage.

Transportation: Each company will be charged for their **individual** freight costs – the more you transport, the more it will cost.

Custom Graphics: You are given the option to customize your booth by creating a back-lit panel that will promote your company's message. The cost is usually around $550/panel.

A base budget without shipping and handling:

10x10—$10,000	10x20—$21,000
20x20—$42,000	20x30—$63,000

These totals are based on averages from exhibitors over the past five years.

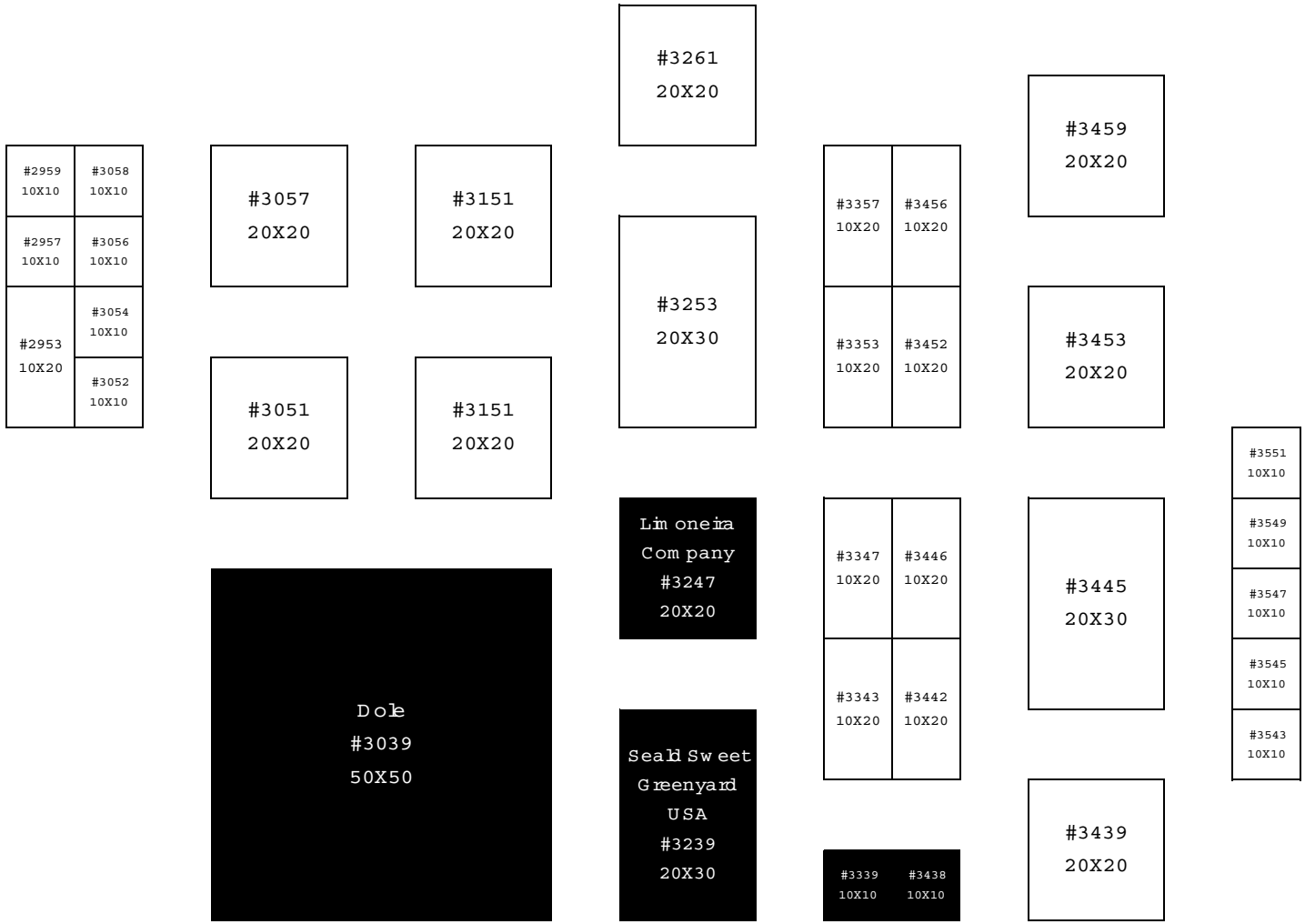
The Global Produce & Floral Show

Anaheim Convention Center

800 West Katella Ave

Anaheim, CA 92802

October 19-21, 2023



10X10 = $5,600
10X20 = $11,200
20X20 = $22,400
20X30 = $33,600

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: June 2, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consultation with the Board of Commissioners on the City's Organizational Structure.**This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: This item will be discussed in closed session

Fiscal Consideration: N/A

Staff Recommendation: To be discussed with the Board of Commissioners.

Alternatives: N/A

Exclude Material from Public Packet? Yes
Reason: Pursuant to Section 551.074

ROUTING:

Hilda Pedraza — Created/Initiated - 6/2/2023
City Management Office — Final Approval - 6/2/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.
DATE SUBMITTED: June 2, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on appointment of Police Chief. **This item supports SSC - Safe and Secure Community**.

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

Issue: Appointing Police Chief

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

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

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 6/2/2023
Final Approval - 6/2/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.
DATE SUBMITTED: May 23, 2023
MEETING DATE: June 5, 2023

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on proposal from XOANA Entertainment Company for road/traffic and promotional commercial route signs in Reynosa for $11,000.**This item supports EV - Economic Vitality.**

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

Issue: On May 17, 2023, the Bridge Board approved the proposal from XOANA Entertainment Company for road/traffic and promotional commercial route signs in Reynosa for $11,000.

Staff recommends continuing using XOANA Entertainment Company for road/traffic and promotional commercial route signs in Reynosa that direct commercial traffic to the Pharr Bridge. The contact terms will be for four (4) months in order to complete the services for the current fiscal year.

Fiscal Consideration: $11,000 total ($2,750 for 4 months).

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

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

ROUTING:

Vanessa Guzman	Created/Initiated - 5/23/2023
Luis Bazan	Approved - 6/2/2023
Karla Saavedra	Approved - 6/2/2023
Mayra Gomez	Approved - 6/2/2023
Patricia Rigney	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

RENEWAL PROPOSAL
2023

PREPARED FOR : PHARR INTERNATIONAL BRIDGE
PREPARED BY: XOANA ENTERTAINMENT CO.

XOANA

RENEWAL PROPOSAL 2023

Client / Service Description / Objective / Prepared By

CLIENT

PHARR INTERNATIONAL BRIDGE.

SERVICE DESCRIPTION

With the strategic distribution of signaling announcements, the pharr international bridge has a permanent image that highlights before the competition; in addition to capture and maintain the interest of commercial trucks.

OBJECTIVE

Serve of conduct to guide the mexican market, promote the international bridge of the city of pharr, mainly to keep attracting visitors and inspiring the trust of more commercial trucks.

PREPARED BY

MYRIAM CANTU
Project Manager
myriam_marlene@xoanacompany.com

SPECIAL ESTIMATE

SIGNS IN DIFFERENT PLACES TO GUIDE THE CONDUCTORS TO THE DIFFERENT ACCESS TO THE PHARR INTERNATIONAL BRIDGE.

3 SIGNS
Measurements 9.84 x 15.0 ft (3.0 x 4.60 m)

1 SIGN
Measurements 5.41 x 10.0 ft (1.65 x 3.05 m)

7 SIGNS
Measurements 2.46 x 6.23 ft (75 x 190 cm)

10 SIGNS
Measurements 1.83 x 7.84 ft (56 x 239 cm)

TOTAL - 21 SIGNS

PACK OF 4 MONTHS - COST $ 2,750.00 DLLS /MONTH

COMPLEMENTARY SERVICE:

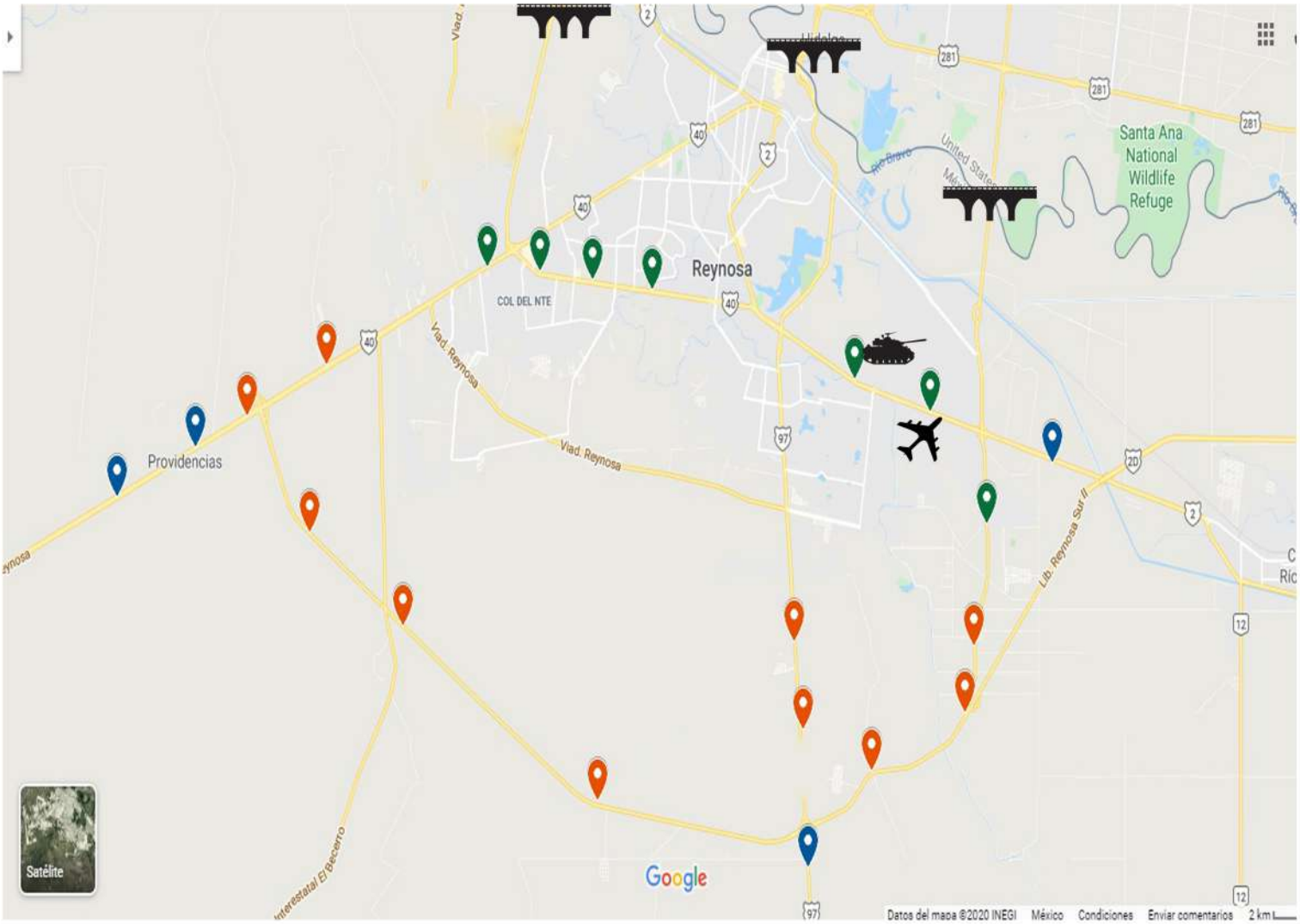
*** PHARR BRIDGE PROMOTION SCHEDULES, MONDAY THROUGH FRIDAY FACEBOOK SOCIAL GROUPS, VALUED IN 400.00 MONTHLY.**

*** MAINTENANCE, REPAIRS AND PAINT DUE TO THE DETERIORATION CAUSED BY THE SUN AND THE RAIN, CLEANING AND PERIODIC SUPERVISION OF 21 ADS, (INCLUDES TOTAL REPLACEMENT IN CASE OF ROAD ACCIDENT, HURRICANE, FLOODING OR BANDAL ACTS).**

XOANA

XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

LOCATION MAP



XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

DESIGN 9.84 X 15.0 FT

XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

DESIGN 9.84 X 15.0 FT

XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
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DESIGN 9.84 X 15.0 FT

XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

DESIGN 5.41 X 10.0 FT

XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

DESIGN 2.46 x 6.23 FT

XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

DESIGN - 1.83 x 7.84 FT

XOANA ENTERTAINMENT COMPANY
3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572 / Ph. (956)627-2056

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.B.
DATE SUBMITTED: May 24, 2023
MEETING DATE: June 5, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply contract for the Purchase and Delivery of Fuel with Gold Star Petroleum, Inc. from Spring, Texas.**This item supports IF - Infrastructure**.

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

Issue: Supply contract extension for the Purchase and Delivery of Fuel (Mid-Grade Unleaded & Ultra-Low Sulfur Diesel)
Project# 2021-01-517-SP002-007 (Year 3 of 3)

Fiscal Consideration: N/A

Staff Recommendation: Department recommends to approve the Supply Contract for one (1) additional year, last year to extend on the contract.

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 5/24/2023
Mayra Gomez	Approved - 5/24/2023
Luis Marin	Approved - 5/24/2023
Patricia Rigney	Approved - 5/24/2023
Karla Saavedra	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

FINAL EXTENSION OF AGREEMENT
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF FUEL

THIS FINAL EXTENSION OF AGREEMENT FOR THE PURCHASE & DELIVERY OF FUEL made and entered into the _____ day of _____, 20__ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Gold Star Petroleum, Inc.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at **P.O. Box 11151, Spring, TX 77391**

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for **the Purchase & Delivery of Fuel** dated, **June 15, 2021,** by which CONTRACTOR serves as the primary vendor to provide fuel to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **PROJECT NUMBER: 2021-01-517-SP002-077;** and

WHEREAS, the current term expires on **June 30, 2023;** and

WHEREAS, the City reserved the right to extend said contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City has extended the term once before and hereby desires to extend the Contract for one (1) final additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

> Term of the Agreement is hereby modified so as to extend the term for one (1) additional year from **June 30, 2023 to June 30, 2024.** This will be the final extension available on this agreement.

IN WITNESS WHEREOF this extension of Agreement for the **Purchase & Delivery of Fuel** has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20__ by the **CITY** of Pharr.

CITY OF PHARR

By: _____
Anali Alanis, Interim City Manager

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this _ day of _____, 20___ by **Gold Star Petroleum, Inc.**

Gold Star Petroleum, Inc.

By: _____

_____
Title

_____
Witness

_____
Print Name

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.C.
DATE SUBMITTED: May 24, 2023
MEETING DATE: June 5, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Service Contract for Residential Fiber Installation labor services for TeamPharr.net with JSJ Rodriguez, Inc. dba Tele-Pro Communications from Mission, Texas through The Interlocal Purchasing System (TIPS) Cooperative Contract number 230105. **This item supports IF - Infrastructure**.

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

Issue: Service contract extension for the Residential Fiber Installation labor services for TeamPharr.net
Project# 2122-86-510-S009-001 (Year 2 of 3)

Fiscal Consideration: N/A

Staff Recommendation: Department recommends to approved the Service Contract for Residential Fiber Installation for one (1) additional year being year 2 of 3.

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 5/24/2023
Mayra Gomez	Approved - 5/24/2023
Jose Pena	Approved - 5/24/2023
Patricia Rigney	Approved - 5/25/2023
Karla Saavedra	Approved - 5/25/2023
City Management Office	Final Approval - 6/2/2023

EXTENSION OF AGREEMENT
SERVICE CONTRACT FOR RESIDENTIAL FIBER INSTALLATION LABOR SERVICES FOR TEAMPHARR.NET

THIS EXTENSION OF AGREEMENT FOR RESIDENTIAL FIBER INSTALLATION LABOR SERVICES FOR TEAMPHARR.NET, made and entered into the _____ day of _____ _____, 20__ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **JSJ RODRIGUEZ, INC. dba TELE-PRO COMMUNICATIONS.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 12005 Bryan Road, Mission, TX 78573.
WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Residential Fiber Installation Labor Services for TeamPharr.net dated, May 17, 2022 by which CONTRACTOR serves to the CITY on an as-needed basis pursuant to contract numbered; **2122-86-510-S009-001** and;

WHEREAS, the current term expired on May 17, 2023, and;

WHEREAS, the City reserved the right to extend said contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City elected to extend the term prior to its expiration, but had not reduced it to in writing for one (1) additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term for one (1) additional year from May 17, 2023 to May 17, 2024 The CITY reserves the right to extend for one (1) additional year as provided in the existing Agreement.

IN WITNESS WHEREOF this extension of Agreement for the Residential Fiber Installation Labor Services for TeamPharr.net has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20___ by the **CITY** of Pharr.

CITY OF PHARR

By: _____
Anali Alanis, Interim City Manager

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this __ day of _____, 20___ by **JSJ Rodriguez, Inc. dba Tele-pro Communications.**

JSJ Rodriguez, Inc. dba Tele-pro Communications

By: _____

_____
Title

_____
Witness

_____
Print Name

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.D.
DATE SUBMITTED: May 24, 2023
MEETING DATE: June 5, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to award the Supply Contract for the Purchase and Delivery of HMAC, Cold Mix, and Caliche to Frontera Materials, Inc. from Elsa, Texas. **This item supports IF - Infrastructure**.

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

Issue: Public Works is in need of a supply contract for the Purchase & Delivery of HMAC, Cold Mix, and Caliche on an as-needed basis. The City received a total of three (3) bids on April 12, 2023 for this project.
Project# 2223-01-517-SP03-124

Fiscal Consideration: N/A

Staff Recommendation: Department recommends to award this supply contract to Frontera Materials for a period of One (1) year and the right to extend for two (2) additional years in one (1) year increments, subject to satisfactory performance.

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 5/24/2023
Mayra Gomez	Approved - 5/24/2023
Luis Marin	Approved - 6/2/2023
Patricia Rigney	Approved - 6/2/2023
Karla Saavedra	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

Pharr Purchasing

BID OPENING: April 12, 2023 at 3:00 p.m. (CST)
LOCATION: CITY COMMISIONER ROOM-2ND FLOOR
PROJECT NO.: 2223-01-517-SP03-124 SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF HMAC, COLD MIX, & CALICHE

				VULCAN CONSTRUCTION MATERIALS, LLC SAN ANTONIO, TX	★ FRONTERA MATERIALS, INC. ELSA, TX	TERRA FIRMA MATERIALS EDINBURG, TX
			BIDDERS			
ITEM NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE
SECTION 02601 FLEXIBLE BASE - BID ITEMS						
1	TY F GR 3 CALICHE (DELIVERED)	TON	2,000	NO BID	$27.50	$24.95
2	TY F GR 3 CALICHE (PICKED UP AT PLANT)	TON	100	NO BID	$7.50	$10.00
SECTION 02612 HOT MIX ASPHALTIC CONCRETE PAVEMENT (LIMESTONE AGGREGATE) FOR PURCHASE AND DELIVERY - BID ITEMS						
3	TY D HMAC (LIMESTONE AGGREGATE) (PG64-22) (DELIVERED)	TON	1,000	NO BID	$97.00	$93.48
4	TY D HMAC (LIMESTONE AGGREGATE) (PG76-22) (DELIVERED)	TON	1,000	NO BID	$100.00	$104.93
5	TY D HMAC (LIMESTONE AGGREGATE) (PG64-22) (PICKED UP AT PLANT)	TON	1,000	NO BID	$77.00	$78.98
6	TY D HMAC (LIMESTONE AGGREGATE) (PG76-22) (PICKED UP AT PLANT)	TON	1,000	NO BID	$80.00	$89.93
SECTION 02615 COLD MIX (LIMESTONE AGGREGATE) FOR PURCHASE AND DELIVERY -BID ITEMS						
7	TY D COLD MIX (DELIVERED)	TON	200	$147.40	$110.00	$120.00
8	TY D COLD MIX (PICKED UP AT PLANT)	TON	50	$73.00	$90.00	$98.75
			SPECIFICATIONS (PAGE 17):	SUBMITTED	SUBMITTED	SUBMITTED
			BID FORM (PAGES 18-19):	SUBMITTED	SUBMITTED	SUBMITTED
			COOPERATIVE CONTRACT PRICING:	N/A	N/A	N/A
			NUMBER OF DAYS TO DELIVER ARO:	5	1	2
			ELECTRONIC COPY OF BID SUBMITTED :	SUBMITTED	SUBMITTED	SUBMITTED

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.E.
DATE SUBMITTED: May 24, 2023
MEETING DATE: June 5, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Professional Architectural Services Agreements with the firms currently on the City of Pharr's rotation list. **This item supports IF - Infrastructure**.

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

Issue: Extend the Professional Architectural Services rotation list for one (1) additional year. The City of Pharr periodically has a need for Professional Architectural Services. Project# 1920-01-528-S015-001 (last extension)

Fiscal Consideration: N/A

Staff Recommendation: Department recommends approval to extend the Professional Architectural Services (Rotation List) for one (1) additional year.

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 5/24/2023
Mayra Gomez	Approved - 5/25/2023
Ruben Alfaro	Approved - 6/1/2023
Patricia Rigney	Approved - 6/2/2023
Karla Saavedra	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

PROJECT #1920-01-528-S015-001	
PROFESSIONAL ARCHITECTURAL SERVICES	
	Firm Location
The Warren Group Architects,Inc.	McAllen, TX
GO ERO International, LLC	McAllen, TX
Boultinghouse Simpson Gates,Inc.	McAllen, TX
Milnet Architectural Services,PLLC	McAllen, TX
Rike Ogden Figueroa Allex (ROFA) Architects	McAllen, TX
Halff Associates Inc.	McAllen, TX
International Consulting Engineers	Corpus Christi, TX
Gignac & Associates, LLP	Corpus Christi, TX
Heffner Design Team, PLLC	McAllen, TX
ARKIIFORM	Alton, TX
Alvarado Architects & Associates, Inc.	Donna, TX
Gomez Mendez Saenz, Inc.	Brownsville, TX
Sam Garcia Architect, LLC	McAllen, TX
CLK Architects & Associates	Hebbronville, TX
Able City	San Antonio, TX
Mustard Design	Fredericksburg, TX
RGVCM Group LLC	Edinburg, TX
Amtech Solutions, Inc.	Dallas, TX
VARIOUS FIRMS	AMENDMENT APPROVED CC: 2/1/2021
GALLEGOS PROJECT MANAGEMENT	McAllen, TX
JEFFREY D BLUME	MAGNOLIA, TX
GRAND TOTAL	**20**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.F.
DATE SUBMITTED: May 25, 2023
MEETING DATE: June 5, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Professional Engineering Services Agreements with the firms currently on the City of Pharr's rotation list. **This item supports IF - Infrastructure**.

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

Issue: Extend the Professional Engineering Services rotation list for one (1) additional year. The City of Pharr periodically has a need for Professional Engineering Services for projects requiring General Civil Engineering, Traffic engineering, Construction Engineering Inspection, Structural Engineering, MEP, and Electrical Engineering.Project# 1920-01-528-S013-001 (last extension)

Fiscal Consideration: N/A

Staff Recommendation: Department recommends approval to extend the Professional Engineering Services (Rotation List) for one (1) additional year.

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 5/25/2023
Mayra Gomez	Approved - 5/25/2023
Ruben Alfaro	Approved - 6/1/2023
Patricia Rigney	Approved - 6/2/2023
Karla Saavedra	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

PROJECT #1920-01-528-S013-001	
PROFESSIONAL ENGINEERING SERVICES	
GENERAL CIVIL - TRAFFIC ENGINEERING - CEI - STRUCTURAL - MEP - ELECTRICAL	
Halff Associates, Inc.	McAllen, TX
International Consulting Engineers	Edinburg, TX
Cobb Fendley & Associates,	McAllen, TX
S & B Infrastructure, Ltd.	McAllen, TX
Trimad Consultants, LLC	Pharr, TX
Javier Hinojosa Engineering	McAllen, TX
TEDSI Infrastructure Group,	Mission, TX
goERO International LLC	McAllen, TX
Landtech, Inc.	Mission, TX
Perez Consulting Engineers	McAllen, TX
Chanin Engineering, LLC	McAllen, TX
Millennium Engineers Group,	Pharr, TX
Hanson Professional	Brownsville, TX
B2Z Engineering, LLC	Mission, TX
Dannenbaum Engineering	McAllen, TX
R. Gutierrez Engineering	Pharr, TX
CONSOR Engineers, LLC	Pharr, TX
South Texas Infrastructure	Mission, TX
Garcia Infrastructure	Pharr, TX
GDJ Engineering, LLC	Edinburg, TX
Hinojosa Engineering, Inc.	Mission, TX
J&R Engineering, LLC	McAllen, TX
Melden & Hunt, Inc.	Edinburg, TX
SWG Engineering, LLC	Weslaco, TX
Intelligent Engineering	McAllen, TX
Sigma HN Engineers, PLLC	McAllen, TX
M2 Engineering, PLLC	Palmview, TX
Guzman & Munoz	Mercedes, TX
Cruz-Hogan Consultants, Inc.	McAllen, TX
Arredondo, Zepeda & Brunz,	Dallas, TX
LEMC INC	Mission, TX
Amtech Solutions, Inc.	Corpus Christi, TX
RO Engineering, PLLC	Edinburg, TX
Ever Engineering, LLC	San Antonio, TX
SOLORIO, INC	Mission, TX
GRAND TOTAL	**35**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.G.
DATE SUBMITTED: May 25, 2023
MEETING DATE: June 5, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Professional Engineering Services Agreements for Water and Wastewater Improvement Projects with the firms currently on the City of Pharr's rotation list. **This item supports IF - Infrastructure**.

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

Issue: Extend the Professional Engineering Services for Water and Wastewater Improvement Projects rotation list for one (1) additional year. The City of Pharr periodically has a need for Professional Engineering Services for Water and Wastewater Improvements.Project# 1920-01-528-S014-001 (last extension)

Fiscal Consideration: N/A

Staff Recommendation: Department recommends approval to extend the Professional Engineering Services for Water and Wastewater Improvements (Rotation List) for one (1) additional year.

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 5/25/2023
Mayra Gomez	Approved - 5/25/2023
Ruben Alfaro	Approved - 6/1/2023
Patricia Rigney	Approved - 6/2/2023
Karla Saavedra	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

PROJECT #1920-60-583-S014-001	
PROFESSIONAL ENGINEERING SERVICES FOR WATER AND WASTEWATER IMPROVEMENT PROJECTS	
Firm Name	**Firm Location**
Carollo Engineers, Inc.	McAllen, TX
Garcia Infrastructure Consultants, LLC	San Antonio, TX
Freese and Nichols, Inc	San Antonio, TX
Halff Associates, Inc.	McAllen, TX
Trimad Consultants, LLC	Pharr, TX
Hanson, Professional Services Inc.	Brownsville, TX
Dannenbaum Engineering Corporation	McAllen, TX
Cobb, Fendley & Associates,Inc.	McAllen, TX
International Consulting Engineers	Corpus Christi, TX
R. Gutierrez Engineering Corporation	Pharr, TX
Cruz-Hogan Consultants, Inc.	McAllen, TX
Perez Consulting Engineers	McAllen, TX
RGV Water Works, LLC	McAllen, TX
SWG Engineering, LLC	Weslaco, TX
J&R Engineering, LLC	McAllen, TX
Javier Hinojosa Engineering	McAllen, TX
TEDSI Infrastructure Group, Inc.	Mission, TX
Guzman & Munoz Engineering and Surveying, Inc.	Mercedes, TX
South Texas Infrastructure Group, LLC	Mission, TX
M2 Engineering, PLLC	Palmview, TX
Hinojosa Engineering Inc.	Mission, TX
LEMC Inc.	Alton, TX
BROWNSTONE	McAllen, TX
GRAND TOTAL	**23**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.H.
DATE SUBMITTED: May 25, 2023
MEETING DATE: June 5, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Professional Surveying Services Agreements to the firms currently on the City of Pharr's rotation list. **This item supports IF - Infrastructure.**

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

Issue: Extend the Professional Surveying Services rotation list for one (1) additional year. The City of Pharr periodically has a need for Professional Surveying Services. Project# 1920-01-528-S020-001 (last extension)

Fiscal Consideration: N/A

Staff Recommendation:
Department recommends approval to extend the Professional Surveying Services (Rotation List) for one (1) additional year.

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 5/25/2023
Mayra Gomez	Approved - 5/25/2023
Ruben Alfaro	Approved - 6/1/2023
Patricia Rigney	Approved - 6/2/2023
Karla Saavedra	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

PROJECT #1920-01-528-S020-001	
PROFESSIONAL SURVEYING SERVICES	
	Firm Location
CVQ Land Surveyors, LLC	McAllen, TX
Halff Associates, Inc.	McAllen, TX
R. Gutierrez Engineering Corporation	Pharr, TX
Cobb, Fendley & Associates, Inc.	McAllen, TX
Vickrey & Associates, Inc.	McAllen, TX
International Consulting Engineers	Edinburg, TX
ROW Surveying Services, LLC	Mission, TX
Arredondo, Zepeda & Brunz, LLC	Dallas, TX
Guzman & Munoz Engineering and Surveying, Inc.	Mercedes, TX
Ambiotec Civil Engineering Group, Inc	Brownsville, TX
GRAND TOTAL	**10**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.I.
DATE SUBMITTED: June 2, 2023
MEETING DATE: June 5, 2023

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with Grant Mercantile Agency for Emergency Medical Services unpaid collection services. **This item supports SG - Sound Governance and Fiscal Sustainability.**.

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

Issue: This agreement will allow for the collection agency to seek payment for unpaid EMS services.

Fiscal Consideration: The collection agency only receives payment when the city receives payment.

Staff Recommendation: Staff recommends approval of this agreement.

Alternatives: This is a sole source EMS collection agency.

Exclude Material from Public Packet? No
Reason: This item is not excluded.

ROUTING:

Daniel Ramirez	Created/Initiated - 6/2/2023
Mayra Gomez	Approved - 6/2/2023
Karla Saavedra	Approved - 6/2/2023
Patricia Rigney	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

Grant Mercantile Agency

SERVICES AGREEMENT

THIS SERVICES AGREEMENT made this 25th day of April 2023, is entered into between City of Pharr EMS, hereafter referred to as "Client," and Grant Mercantile Agency, Inc., hereafter referred to as "GMA."

WHEREAS, GMA is in the business of providing bad debt collection services (the "Services"), and Client desires to engage GMA to provide such services.

THEREFORE, in consideration of the mutual covenants contained herein, it is understood and agreed to by the parties as follows:

1. **AGENT RELATIONS:** The Client agrees to employ GMA as its collection contractor to perform all acts deemed necessary by GMA to collect unpaid claims, either verbal, or written. All collection efforts will be in accordance with state and federal debt collection laws and regulations. The Client agrees that the accounts assigned to GMA for collection are exclusive to GMA and have not been previously assigned.

2. **ASSIGNMENT:** This Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, GMA shall have the right to assign or otherwise transfer its interest under this Agreement to any "related entity." For the purposes of this section, a related entity shall be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of GMA's assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving GMA. Any assignment to a related entity shall not require the consent or approval of Client in order to be effective.

3. **SERVICES AND RATES:** Client engages GMA to perform the Services at the rates and pricing contained herein. GMA shall exercise its reasonable and professional efforts to collect accounts assigned to GMA by Client that are accepted. Fees are contingent upon collection as outlined below and include payments received by GMA and Client. GMA shall have full authority to act as agent on behalf of Client in the collection of assigned accounts. Additional sums collected above the assigned amount, including interest, court costs and attorney's fees, will be retained by GMA, as follows:

   13% of net recovery, plus interest, collected on all accounts during the first 30 days following assignment. Thereafter:

   28% of net recovery, plus interest, collected on all accounts beginning on the 31st day following assignment. Thereafter:

   35% of net recovery, plus interest, of collections on legal accounts, bankruptcy claims, probate claims, medical liens, forwarded accounts and worker's compensation collection when a WCAB case is initiated or discovered after assignment. Litigation may be initiated only with Client's prior written approval as determined by GMA on a case-by-case basis.

4. **ANCILLARY SERVICES:** In addition to regular collection placements, Client may engage GMA to assist with non-traditional services, such as Payment Collections, Lien Tracking, Workers Compensation Claims and Collection Training, Education and Consulting. These services, if desired, will be described in an attachment, at the rates and pricing contained therein.

5. **CREDIT BUREAU REPORTING**: GMA may report delinquent accounts placed by Client to all appropriate credit bureaus. Credit bureaus will retain account information for as long of a period as permitted under applicable law. Client agrees to promptly respond to disputes or alleged errors received directly, or communicated to Client by GMA to ensure the information reported to the credit bureaus is accurate and up-to-date.

6. **FIDUCIARY RESPONSIBILITIES:** GMA agrees to report and pay to the Client net proceeds of the collections paid to GMA within fifteen (15) days following the end of the calendar month. Client agrees to promptly report all payments and additional information received on assigned accounts, including, but not limited to legal notices, bankruptcy notices, probate notices, debtor communications (verbal and written) along with any additional information provided by a third-party, including notice that an attorney may be involved in an account.

   Client represents and warrants to GMA that: Client validates every account placed with GMA for collection and that each account is properly owed, that no account placed with GMA is involved in a bankruptcy proceeding, or has been previously discharged in any bankruptcy proceeding prior to placement with GMA, that Client will not place for collection any account for which a dispute has been received, that Client will not place for collection any account for which the debtor is represented by an attorney, that the account has not been previously paid or settled in full.

7. **CANCELLED ACCOUNTS**: GMA understands that from time-to-time, Client may assign accounts in error. If this occurs and no money is owed or collected, GMA will promptly return the account with no commission due.

8. **SETTLEMENT AUTHORITY**: Client may provide GMA, in writing, its guidelines for acceptable settlement arrangements. In the absence of a written settlement authority, GMA will not settle any account for less than the amount assigned without Client's approval on a case-by-case basis.

9. **TERM OF AGREEMENT:** This Agreement shall remain in force and effect for a period of three (1) year and will automatically renew at the end of each term for an additional three (1) year period under the same terms and conditions as last agreed upon. It may be further extended or modified as mutually agreed by GMA and Client.

10. **TERMINATION:** GMA or Client may terminate this agreement at any time for any reason, provided the other party is given at least ninety (90) days advance written notice. GMA will retain for collection all uncollected accounts subject to the same terms and conditions as last agreed upon. Should Client wish to recall any accounts, GMA will promptly return the accounts without further obligation by Client, except, however, all legal accounts, accounts that have made a payment, or are expected to make a payment, and accounts which have been assigned within ninety (90) days of the Client's request for cancellation.

11. **MUTUAL INDEMNIFICATION:** GMA and Client, to the extent allowed by law, shall indemnify and save harmless the other for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorney's fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions.

12. **WAIVERS AND AMENDMENTS:** No waiver of the enforcement or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein contained.

13. **SEVERABILITY:** If any provision of this Agreement, or any application thereof to any person, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, shall not be impaired.

14. **FORCE MAJEURE:** Neither party shall be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of the parties, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God.

15. **COUNTERPARTS:** This Agreement may be executed in one or more copies or counterparts, each of which when signed shall be an original, but all of which together shall constitute one instrument.

16. **GOVERNING LAW:** This Agreement shall be governed by the internal substantive law of the State of Texas, without regard for conflicts of laws. The parties further agree that any and all claims arising out of this agreement shall be brought exclusively in the state and district courts of Hidalgo County, Texas.

17. **NOTICE:** Any notice required to be given under this Agreement shall be in writing, and shall be deemed delivered when personally delivered or received by certified mail, postage prepaid as follows:

GMA: GRANT MERCANTILE AGENCY
Attn: Client Services Dept.
49099 Road 426
Oakhurst, CA 93644

Client: CITY OF PHARR EMS
3000 North Cage Blvd
Pharr, TX 78577

IN AGREEMENT, the parties hereby approve and have signed and dated their signatures.

DATED: _____ BY: _____
GRANT MERCANTILE AGENCY

DATED: _____ BY: _____
CITY OF PHARR EMS

MODIFICATIONS	DATE:	GMA INITIAL:	CLIENT INITIAL:

Pharr

SOLE SOURCE AFFIDAVIT

1. My name is (Print Name): Jeff Nichols

I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit. I am authorized to sign contracts for the following company or firm:

Company Name: Grant Mercantile Agency, Inc.
Address: 49099 Road 426
City, State, Zip Code: Oakhurst, CA 93644
Telephone Number: 800-821-7530
E-mail Address: jeff-gma@sti.net

2. The above listed company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products services listed below: Collection Agency with National Academy of Ambulance Compliance designations for Certified Ambulance Privacy Officer, Certified Compliance Officer and Certified Ambulance Financial Officer

3. Competition in providing the above-named item(s) is precluded due to:

_____A patent
_____A copyright
__X__A secret process
_____A monopoly
_____It is a film.
_____It is a manuscript.
_____It is a book.
_____It is a utility service, including electricity, gas, or water.
_____It is a captive replacement part or component for equipment.

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

Signature of Authorized Official	Title of Authorized Official	Date
	VP Client Services	4/24/23

NOTARY USE ONLY

SUBSCRIBED AND SWORN to before me this 24th day of April, 2023

CATRINA GRAHAM
Notary Public - California
Madera County
Commission # 2354726
My Comm. Expires Apr 17, 2025

Catrina Graham
Notary Public Signature

Print Name: Catrina Graham

My Commission Expires: April 17, 2025

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.J.
DATE SUBMITTED: June 2, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, ratifying Interlocal Agreement between City of Pharr, Pharr Economic Development Corporation II, and Pharr-San Juan-Alamo Independent School District for use of land known as Los Conquistadores. **This item supports QL - Quality of Life.**

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

Issue: The PEDC II is the owner of certain real property consisting of block structure horse stables, a metal-covered arena, and pastureland, known as Los Conquistadores. PSJA ISD will be using this property for educational purposes.

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 - 6/2/2023
Patricia Rigney	Approved - 6/2/2023
Karla Saavedra	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

INTERLOCAL AGREEMENT FOR USE OF LAND OWNED BY CITY OF PHARR AND BY PHARR ECONOMIC DEVELOPMENT CORPORATION II BY THE PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement, made and entered into this the 1st day of ~~May~~ June, 2023, by and between the Pharr San Juan Alamo Independent School DISTRICT (the "*DISTRICT*") and the CITY of Pharr, Texas (the "*CITY*"), and the Pharr Economic Development Corporation II (*PEDC II*), herein collectively referred to as the "PARTIES."

WITNESSETH THAT:

WHEREAS, the *DISTRICT* is a political subdivision of the State of Texas, and as such is authorized to acquire and maintain real property for the purpose of equine instruction of its students, and the *CITY* has great constitutional sovereign and statutory authority to undertake governmental acts for purposes of maintaining recreational facilities for the use of the public; and

WHEREAS, under the Interlocal Cooperation Act, local units of governments, including the *DISTRICT* and the *CITY*, and *PEDC II*, acting together, and in conjunction with other political subdivisions, may contract for performance of governmental functions and services; and

WHEREAS, those governmental functions and services which are of mutual concern to the *PARTIES*, and which they are legally authorized to perform under state law, and

WHEREAS, the *DISTRICT* may contract with a governmental unit, including a county, municipality, or other political subdivision, to jointly acquire and maintain a public improvement

for the purpose of providing equine instruction and recreational activities to students of the public schools; and

WHEREAS, the agreement between *PARTIES* may contain any provisions that the governing bodies of the contracting entities consider necessary; and

WHEREAS, the contracting *PARTIES* may provide by contract, on mutually agreeable terms, that they shall jointly maintain the project or that one of them shall maintain the project under its exclusive direction and control; and,

WHEREAS, the governing bodies of the *PARTIES* believe and hereby find that the constituents of each political subdivision will benefit from the joint efforts of the *PARTIES* resulting from this inter-local agreement;

NOW, THEREFORE, be it agreed that in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the *PARTIES* hereby as follows.

ARTICLE I

Tracts Involved.

1.01 The *PEDC II* is the owner of certain real property consisting of block structure horse stables, metal covered arena and pastureland, known as *Los Conquistadores*, and more specifically identified in Exhibit "A", which, for purposes of this Agreement, has been separately legally described and will be used for the storage of animals, for the instruction of the DISTRICT's students, modification, renovation, or construction of school buildings necessary to implement the DISTRICT's educational mission. The property is described as follows:

Description of Land:

A. For the purposes of this Interlocal, the portion of *Los Conquistadores* to be occupied and used by DISTRICT is restricted to the 11.78 acres, consisting of the block structure horse stables, metal covered arena and pastureland, as identified in Exhibit "A"

B. Title:
   a. Title to the property subject to this interlocal and all improvements thereon, including fixtures, shall at all times remain with the *PEDC II* and *CITY*, subject to any pro-rata reimbursement to the *DISTRICT* for improvements made.
   b. Control and use of the facility and grounds shall be as provided in this interlocal.

C. DISTRICT Duties:
   a. The DISTRICT agrees to provide the design of the facilities if necessary.
   b. The DISTRICT shall provide the PEDC II/CITY construction/lay out drawings for review, comment, and approval.
   c. The DISTRICT shall provide staff and security to adequately control the grounds when the DISTRICT is using the grounds.
   d. The DISTRICT shall have unrestricted use of the grounds, so long as such use does not interfere with the PEDC II/CITY's use of the facilities.
   e. The DISTRICT shall allow the PEDC II/CITY use of the improvements and or construction.
   f. The *PARTIES* agree that use of the facilities shall be in compliance with CITY and DISTRICT policies, regulations, laws, state and federal, as they apply to CITY and DISTIRCT property. The PARTIES agree that the use of or consumption of alcoholic beverages, drugs, tobacco, or firearms are prohibited in or about the facilities.
   g. The DISTRICT shall provide adequate maintenance of the property, which shall include basic cleaning and trash pickup of the property after each use by DISTRICT.

D. CITY Duties:
   a. The CITY and PEDC II shall commit to consider any proposed renovations or additions to the property as requested by the DISTRICT and to review and approve any plans or specifications, that are not in conflict with the CITY or PEDC's current or future use, as necessary in a timely manner.
   b. The CITY and PEDC II agree to give access, as identified in Exhibit "A" to the DISTRICT and its agents for the agreed upon purposes contemplated in this agreement.

ARTICLE II

Use of Tract; Projects

2.01 DISTRICT covenants to properly maintain the premises and constructed facilities if any, and school buildings, and surrounding premises, throughout the term of this Agreement, for the purposes of the instruction or visitation by students. DISTRICT shall disclose to the CITY actual cost of construction, records of all costs of improvements, to be verified by CITY, which shall encompass receipt of all expenses actually paid up-to and within 30 days of construction being finalized. DISTRICT agrees to retain all records of actual costs accrued for the creation and maintenance of the property for the duration of the agreement. DISTRICT agrees that CITY has the right of access and inspection to all records retained by DISTRICT regarding actual expenses paid for the facilities. CITY agrees that all requests for records inspection must be made pursuant to written notice to DISTRICT, and that DISTRICT is afforded reasonable time, not to exceed 30 days, to produce such records. In the event there is a disagreement between the PARTIES regarding actual costs expended by the CITY, both PARTIES shall bear the cost of hiring an independent auditor, who both PARTIES agree on, to determine the actual costs expended.

ARTICLE III

A. Term and Termination:

1. The Agreement shall be effective ~~May~~ June 1 2023, and shall be for a term of thirty (30) years from the effective date of this Agreement.
2. Termination for Convenience: Either party may terminate this agreement without cause, upon thirty (30) days written notice.

3. Termination for Cause: Failure of the DISTRICT or the CITY to comply with or to perform any material term, obligation, covenant or condition contained in this Agreement and if the DISTRICT or the CITY fails to cure such failure within thirty (30) days after written notice from the other party describing such failure shall be deemed an event of default. If such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, but if the DISTRICT or the CITY also fails to, or refuses, to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure, such act or omission shall be deemed an event of default. If any event of default shall occur, and after the non-defaulting party fails to cure same here same in accordance herewith, then this Agreement may be terminated at that time. If a default has not been cured within the time frame stated herein, the defaulting party shall have all rights and remedies under the law or in equity.
4. Upon the termination of this Agreement without cause and prior to the completion of tenth (10th) year of this Agreement, the CITY agrees to reimburse the DISTRICT a pro-rata share of the expenses incurred by the DISTRICT for any improvements/structures made to the property. This paragraph shall only apply if the CITY is the party to this contract that initiates termination of this agreement prior to the completion of the tenth (10th) year of this agreement.
5. In the event the CITY decides to initiate termination of this agreement for convenience, the CITY will allow the DISTRICT to finish out the school year in the year the CITY chooses to initiate termination. If termination is initiated during the summer months , 30-day written notice is required to terminate this

agreement, subject to any payment due to District pursuant to paragraph 4 above.

ARTICLE IV

MISCELLANEOUS

3.01 PARTIES Bound. This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns where permitted by this Agreement.

3.02 Texas Law to Apply. 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 performable in Hidalgo County, Texas. In the event of litigation related to this agreement, venue shall be in Hidalgo County, Texas. The PARTIES agree to mediate any dispute prior to filing any suit or any other request for relief. Each party shall bear their own costs of mediation.

3.03 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

3.04 Prior Agreement Superseded. This Agreement constitutes the sole and only agreement of the PARTIES hereto and supersedes other written or oral agreements between the PARTIES respecting the within subject matter.

3.05 Amendments and Modifications. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequently to the date of this Agreement and duly executed by the same PARTIES.

3.06 Notices. Any and all notices or other communications required or permitted to be given pursuant to this Inter-local Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

DISTRICT: Dr. Alejandro Elias, Interim Superintendent

CITY: Anali Alanis, CITY Manager, CITY of Pharr, Pharr, Texas

3.07 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall neither preclude nor waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the PARTIES may have by law, statute, ordinance or otherwise.

3.08 This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by either party or by law. It is expressly understood that PEDC II and CITY are not operating, maintaining or otherwise providing school facilities, nor is the DISTRICT operating, maintaining or otherwise providing facilities to the general public.

3.09 Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. This Agreement shall be interpreted so as to effectuate the intent of the PARTIES as expressed herein with the invalid, illegal or unenforceable provision deleted.

3.10 Assignability. This Agreement, its rights, duties and responsibilities may not be assigned by either party without the prior written consent of the PARTIES themselves.

3.11 Each party agrees that it shall be solely responsible for its own officers, agents and employees while they are at or on the PARKS and none shall be deemed borrowed servants or employees of the other party.

IN WITNESS THEREOF, the undersigned *DISTRICT* and *PEDC II* and *CITY* execute this Agreement as authorized by the respective governing bodies, as of the day and year first above written.

CITY OF PHARR

By: _____
Ambrosio Hernandez, Mayor

By: _____
Victor Perez, PEDCII President

PHARR-SAN JUAN-ALAMO ISD

By: _____
President Board of Trustees

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.K.
DATE SUBMITTED: June 2, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, ratifying Interlocal Agreement between the City of Pharr and Pharr-San Juan- Alamo Independent School District for broadband internet services. **This item supports QL - Quality of Life.**

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

Issue: The City of Pharr and PSJA ISD entered into an agreement to provide affordable and reliable broadband internet services.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: Not applicable

ROUTING:

Hilda Pedraza	Created/Initiated - 6/2/2023
Patricia Rigney	Approved - 6/2/2023
Karla Saavedra	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

INTERLOCAL AGREEMENTBETWEEN CITY OF PHARR AND PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement ("Agreement") is made between the City of Pharr, a Texas home-rule municipality ("Pharr" or "City") and the Pharr-San Juan-Alamo Independent School District, a Texas public school district ("PSJA ISD" or the "District"), acting by and through their respective signatories. The City and PSJA ISD may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Pursuant to and under the authority of the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, City and PSJA ISD desire to enter into this Agreement to perform governmental functions and services.

RECITALS

WHEREAS, affordable and reliable broadband internet service is central to effective education systems, and the homeworkgap – students who lack internet access at home – has become an increasingly nationwide problem; and

WHEREAS, broadband internet service is critical to increasing economic mobility considering that 60-70 percent of total job openings are posted online; and

WHEREAS, lack of broadband internet service at home disproportionately impacts low-income families and students of color; and

WHEREAS, Pharr was identified in 2019 as the "worst connected city" in the United States by the National Digital Inclusion Alliance (known as "NDIA"); and

WHEREAS, the City initiated TeamPharr.net in June 2021 in recognition that students needed reliable broadband internet service at home with robust asynchronous speed connectivity to facilitate distance or "virtual" learningduring the COVID-19 pandemic and beyond; and

WHEREAS, with the creation of TeamPharr.net, the City has the capability to serve as an alternative internet service provider throughout the PSJA ISD's service area, as well as the ability to interconnect all school district facilities and buildings, and to provide additional services to the District; and

WHEREAS, this Agreement is made under the authority of Chapter 791 of the Texas Government Code and all requirements as stated in 791.011 (d) 1-3 are hereby incorporated to this agreement; and

WHEREAS, the City and PSJA ISD specify that payments made hereunder for the performance of governmental functions and services provided pursuant to this Agreement shall

be made from current revenues legally available to the paying Party; and

WHEREAS, PSJA ISD will assume the cost of facilitating the delivery of reliable broadband internet service by TeamPharr.net to each household containing one or more PSJA ISD students; and

THEREFORE, in recognition of good and valuable consideration herein acknowledged, PSJA ISD and the City agree as follows:

I. SCOPE OF WORK

The City, through TeamPharr.net, will be the sole exclusive provider of broadband internet service for each student identified by the District that resides within PSJA ISD school district boundaries as identified in Exhibit A – PSJA ISD Boundary Map. Services provided under this Agreement are subject to the City obtaining all necessary governmental authorizations for the deployment of certain network infrastructure and delivery of broadband internet service by TeamPharr.net. Broadband internet service will only be provided where an executed service agreement is obtained by TeamPharr.net for the installation of broadband facilities and equipment at each service location. For the avoidance of conflict, it is the intent of the parties that Pharr will provide broadband internet service to students identified by the District that reside outside of the Pharr city limits but within the PSJA ISD school boundaries, provided Pharr is able to obtain governmental approvals from the applicable city and county governing authorities for the installation of its broadband network infrastructure within the public rights-of-way of such governing authorities.

The Parties agree that for the purpose of determining the number of student broadband internet service subscriptions that TeamPharr.net will provide under this Agreement, subscriptions will be counted on a per-household basis. A "household" is defined as "the primary residence of a student(s) currently enrolled at PSJA ISD, whether living in a single-family home, mobile home, apartment unit, or other permanent residential habitable structure, provided such household is located within the PSJA ISD boundary area For a household with multiple students, TeamPharr.net will provide a single broadband internet service subscription to the household. Each fixed-line broadband internet service subscription will be calibrated to provide connectivity of up to 1 Gbps symmetrical. It is understood that for engineering or cost-allocation reasons, the City, in its sole discretion, may decide to provide service via fixed and/or wireless technology to students living in remote locations. Any broadband internet service subscription provided by fixed and/or wireless technology may deliver a connection calibrated up to 1 Gbps.

For the purpose of determining the annual contribution referenced in Section IV, at the beginning of each school year, the Parties will determine the number of households eligible to receive a broadband internet service subscription by TeamPharr.net under this Agreement. On a quarterly basis, PSJA ISD will provide the City with a list of any new students enrolled in the prior month and any students no longer attending school. At the direction of the City, TeamPharr.net will make commercially reasonable efforts, but will take no longer than 45 days, to provide broadband internet service subscriptions to new student households and terminate service to households of

students no longer enrolled to attend school at PSJA ISD.

It is understood by the Parties that any network infrastructure, facilities, or equipment deployed by TeamPharr.net pursuant to this Agreement shall remain the property of the City. This Agreement does not grant PSJA ISD any ownership or property interest in such infrastructure, facilities, or equipment.

II. TERM

The initial term of this Agreement shall commence on the date on which the Parties have executed the Agreement ("Effective Date") and shall remain in full force and effect for 10 years ("Initial Term"). Following the Initial Term, the Parties may agree to renew on a 10-year renewal term ("Renewal Term").

III. TERMINATION

The Agreement will not be subject to termination during the Initial Term. Thereafter, either Party may withdraw its participation from this Agreement by providing 90 days' prior written notice to the other Party. Upon termination of this Agreement, all broadband internet service subscriptions provided by TeamPharr.net will be terminated within 30 days.

IV. COST AND FEES

The Parties agree PSJA ISD will make an annual contribution of $50.00 per household per month to the City for the broadband internet services provided by TeamPharr.net to identified students by the District that live within the City of Pharr corporate limits pursuant to this Agreement. PSJA ISD agrees to pay the first year of services within 10 days of the execution of this agreement. For years 2 -10 the District will pay the City for the Broadband services at the beginning of each fiscal year.

PSJA ISD may, by separate Commercial Services agreement, request the installation of additional infrastructure or services at the rates offered to commercial clients.

PSJA ISD may purchase additional services from TeamPharr.net, including, but not limited to, ISP services, Bark Premium services and dark fiber exclusive use for internal network connectivity of its school buildings and facilities along with other services available at https://pharr-tx.gov/teampharr-net/.

V. MISCELLANEOUS

A. **NOTICE**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party provided below:

If to the City of Pharr:

Mrs. Anali Alanis
City Manager
City of Pharr, Office of the City Manager
118 S Cage Blvd.
Pharr, TX 78577
Email: anali.alanis@pharr-tx.gov

Patricia Rigney
City Attorney
City of Pharr, Legal Department
118 S Cage Blvd.
Pharr, TX 78577
Email: patricia.rigney@pharr-tx.gov

If to PSJA ISD:

Dr. Alejandro Elias
Superintendent, PSJA Central Office
Pharr San Juan Alamo ISD
601 E. Kelly Ave
Pharr, TX 78577
Email: dr.elias@psjaisd.us

Or to any other person or address as may be given in writing by either Party to the other in accordancewith this Section.

B. **AMENDMENT**: This Agreement may be amended in writing by the mutual written agreement of the Parties.

C. **SEVERABILITY**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

D. **GOVERNING LAW**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Any action concerning this Agreement shall lie exclusively in the State and District Courts of Hidalgo, County Texas.

E. **ENTIRE AGREEMENT**: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

F. **RECITALS**: The recitals to this Agreement are incorporated herein.

G. **COUNTERPARTS**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

H. **NO ASSIGNMENT**: The Parties may not assign or transfer their rights under this Agreement.

I. **COMPLIANCE WITH LAW**: Each Party is responsible for complying with all applicable or varying laws and regulations regarding the fulfillment of the respective duties and responsibilities under this Agreement.

J. **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.

K. **IMMUNITY**: This Agreement is expressly made subject to each Party's governmental immunity under state and federal law. The Parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that a Party has by operation of law.

L. **FORCE MAJEURE**: If a Party is unable because of Force Majeure, as the term is defined below, to perform its obligations hereunder and that Party gives notice of the event to the other Party as soon as practicable after its occurrence, then the obligations of the Party affected by the event (other than payment for services received and performance of other transactions or other obligations incurred before the Force Majeure event) will be suspended for the duration of the Force Majeure event. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, including TeamPharr.net's inability to timely deploy network infrastructure, facilities, or equipment due to delays in obtaining materials due to supply chain issues, labor shortages or strikes, insurrections, pandemics, or acts of God, but shall not include inability to pay or the economic hardships of a Party.

IN WITNESS THEREOF, the undersigned District and City execute this Agreement as authorized by the respective governing bodies, as of the day and year first above written.

FOR THE CITY OF PHARR:

Dr. Ambrosio Hernandez

MAYOR

Anali Alanis

CITY MANAGER

Date: 6-1-2023

ATTEST BY:

Hilda Pedraza
City Clerk

Date: 6-1-2023

APPROVED AS TO FORM ONLY:

City Attorney, City of Pharr

Date: 6-01-2023

FOR PSJA ISD:

Dr. Cynthia A. Gutierrez

PSJA BOARD PRESIDENT

Dr. Alejandro Elias

SUPERINTENDENT PSJA ISD

Date: 06-01-2023

ATTEST BY:

Dr. Cynthia Gutierrez, Board President

Date: _____

APPROVED AS TO FORM ONLY:

PSJA ISD Legal Counsel

Date: June 1, 2023

EXHIBIT A – PSJA ISD Boundary Map

Elementary School
Zoning Map.pdf

EXHIBIT "A"

Hidalgo County
Elections Department
PSJA ISD
August 2, 2022

Legend

Election Precincts

School Districts

PSJA ISD

Please review, verify, sign and return the map to Hidalgo County Elections Department.
By signing map, you are stating that your entity has checked boundary lines and precincts that belong to your area.

Signature _____ Date _____

This document was created by the Hidalgo County Elections Department and is not an official document and is not authorized for any other use. It is our goal to maintain and provide accurate data; however, updates, omissions and errors may occur. Thank you for your consideration.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.L.
DATE SUBMITTED: June 2, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, ratifying First Amendment to Lease and Joint Use Management Agreement between City of Pharr and Pharr-San Juan-Alamo Independent School District. **This item supports QL - Quality of Life.**

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

Issue: Amendment to the original Lease and Joint Use Management Agreement with PSJA for the use of the Natatorium.

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 - 6/2/2023
Patricia Rigney	Approved - 6/2/2023
Karla Saavedra	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO LJUMA INTERLOCAL AGREEMENT

1. This document amends and supplements the original Lease and Joint Use and Management Agreement Between the City of Pharr ("City") and the Pharr-San Juan-Alamo Independent School District ("PSJA") (collectively, "the Parties") signed by the Parties on or about November 21, 2021.

2. Except as amended and supplemented herein, all other terms and conditions of the LJUMA remain in full force and effect.

3. The title of the original Lease and Joint Use and Management Agreement shall be changed to Joint Use and Management Agreement.

4. The purpose of this First Amendment is to effectuate the parties' goals of jointly creating and developing an Aquatics Program. In order achieve this goal, the Parties acknowledge and agree that they seek to address the following three components:

(1) **Programming** of aquatic activities directed for UIL competition, 6th grade aquatics, non-school programs (competitive & swim lessons), community programs, and the management of all staff for the listed programs;

(2) **Safety**: all safety policies and procedures for all aquatic programs and facilities. Hiring, training, and scheduling lifeguards for all both partnership aquatic facilities and following all Texas Safety Pool Codes. Water Safety/Swim lesson instruction; and

(3) **Operations**: day-to-day operations of both partnership facilities and coordinating major events. Managing daily logistics with security, custodians, clerks, and pool operators for facility safety, student safety, safe water chemistry, customer service, purchase orders, and work orders; and

(4) Shared Access and Use by City and PSJA and UTRGV.

5. Sections 4.1 of the Original LJUMA is modified to provide that City, URGV, and PSJA shall each be entitled to the scheduling and use of the premises as needed. The Parties agree to UTRGV's exclusive use of the of premises, including lockers, restrooms, and pools, during use by UTRGV as agreed upon by all Parties.

6. Section 4.3 is amended to require the parties to include UTRGV in scheduling and planning.

7. Section 4.5 is amended to require that PSJA also provide keys and security access to UTRGV.

8. Section 5.1(d) Staffing is amended to include the following: The Parties agree to work collaboratively to fill three new management positions and to coordinate weekday, weekend, and vacation shifts. The District shall interview and select the candidates in coordination with the City.The three new management positions shall be:

(1) **Aquatics Director**, who will be responsible for overseeing all components and directly responsible for programming. This will include: (a) creating USA/AAU Swimming, Diving, and Water Polo; (b) Scheduling/Bidding for aquatic events (swim & diving meets/water polo tournaments, etc.); and (c) Hiring & Training coaches.

(2) **Director of Aquatics Safety and Maintenance** who will be directly responsible for aquatics safety. This will include: (a) Staffing & training lifeguards; and (b) Maintaining water quality.

(3) **Director of Aquatic Operations** who will be directly responsible for daily, weekly, and event operations at Natatorium. This will include: (a) Creating relationships with potential sponsorship partners; (b) Community liaison; (c) Coordinating and promoting community/fundraising events; and (d) Ordering chemicals as needed.

9. All costs incurred in the development of the Aquatics Program, including the maintenance and staffing costs related to the three new management positions, shall be treated as "Shared Costs" under Section 5.2 of the original LJUMA (i.e. paid by the Parties on equal (50/50) basis).

10. The aquatics operations and activities of UTRGV of the Natatorium shall be treated as "Shared Revenues" under Section 5.3 of the original LJUMA and are included in the calculation of shared revenues between the City and District.

11. PSJA agrees to make whole the City and become 50/50 partners in the development and construction of the natatorium. Total expenses incurred by the City was $31,167,879.71. Half of that is $15,583,939.85, deducting the amount paid ($12,225,000.00) as a result of the mediation leaves an unbudgeted balance of $3,358,939.85 owed to the City.

12. In exchange for the payment specified above the City agrees to place the District on the title of the property where the Natatorium and related structures are located. The description of the property is attached as Exhibit A.

[signatures on following page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the Effective Date first written above.

Signature: _____ Date: 6-1-2023
Dr. Cynthia A. Gutierrez
President, Board of Trustees
Pharr-San Juan-Alamo Independent School District

Signature: _____ Date: 6-1-2023
Dr. Alejandro Elias
Superintendent
Pharr-San Juan-Alamo Independent School District

Signature: _____ Date: 6-1-2023
Dr. Ambrosio Hernandez
Mayor
City of Pharr

Signature: _____ Date: 6-1-2023
Mrs. Anali Alanis
City Manager
City of Pharr

ACKNOWLEDGMENT OF PHARR-SAN JUAN-ALAMO ISD

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 1, 2023 (date) by Dr. Cynthia A. Gutierrez President of the Board of Trustees of Pharr-San Juan-Alamo Independent School District Texas Independent School District, on behalf of said District

Gracie Casas

GRACIE CASAS
Notary Public, State of Texas
My Commission Expires
April 23, 2027
NOTARY ID 12854038-2

Notary Public
Printed Name: Gracie Casas
My Commission Expires:
April 23, 2027

ACKNOWLEDGMENT OF CITY OF PHARR

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June 1, 2023 (date) by Dr. Ambrosio Hernandez, mayor of the City of Pharr, Texas, a Texas home-rule city, on behalf of said City.

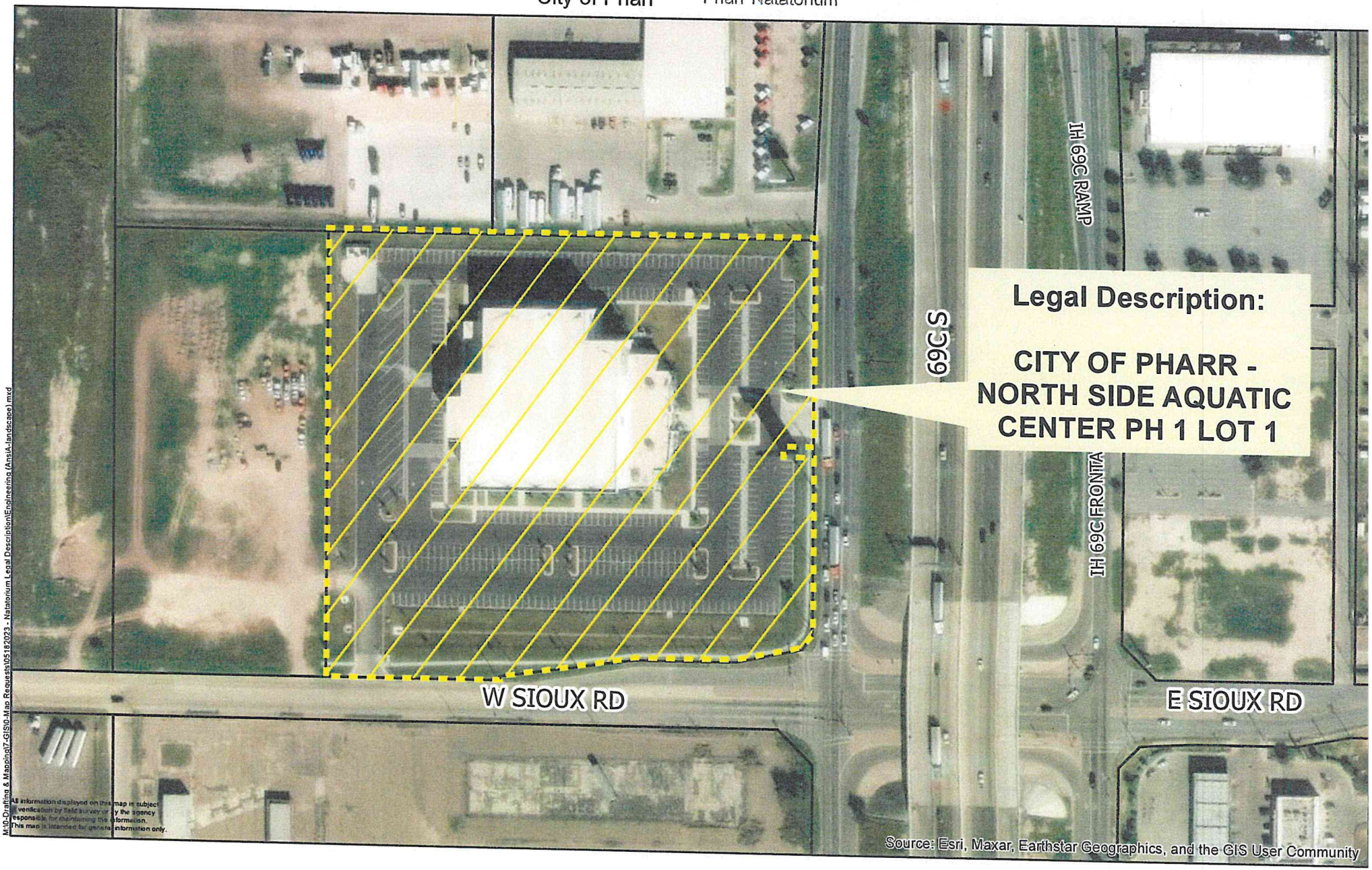
Gracie Casas

GRACIE CASAS
Notary Public, State of Texas
My Commission Expires
April 23, 2027
NOTARY ID 12854038-2

Notary Public
Printed Name: Gracie Casas
My Commission Expires:

April 23, 2027

City of Pharr Pharr Natatorium



M:\0-Drafting & Mapping\7-GIS\0-Map Requests\05182023 - Natatorium Legal Description\Engineering (Ansi A-landscape).mxd

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.

Pharr City Limit

Exhibit A

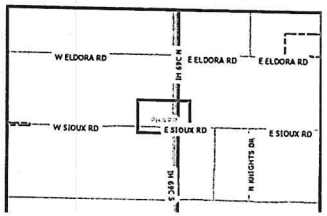
1 inch = 180 feet

0 90 180 360 540 720 Feet

Pharr Engineering

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 5/18/2023



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.M.
DATE SUBMITTED: June 2, 2023
MEETING DATE: June 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, adopting written findings as to collection services contract and approve a contingent fee contract with Perdue, Brandon, Fielder, Collins and Mott, LLP pursuant to Article 103.001, Texas Code of Criminal Procedure.**This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: Discussion and action to adopt written findings as to collection services contract and approve a contingent fee contract with Perdue, Brandon, Fielder, Collins and Mott, LLP pursuant to Article 103.001, Texas Code of Criminal Procedure, said contract being for the collection of court fines and fees owed to the City of Pharr (the "City"), and notice of which is provided with the agenda in accordance with Section 2254.1036 of the Government Code

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 6/2/2023
Karla Saavedra	Approved - 6/2/2023
Patricia Rigney	Approved - 6/2/2023
City Management Office	Final Approval - 6/2/2023

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the CITY OF PHARR, TEXAS ("City"), will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. ("Firm") and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. The City is pursuing a contract with the Firm for the collection of delinquent fines and fees owed to the City and through this contract the City seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. The City believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for more than 50 years, and more specifically the collection of delinquent fines and fees for nearly 20 years. The Firm currently has 14 primary offices and multiple satellite offices throughout Texas, Oklahoma and Florida. It employs more than 400 individuals, including 62 attorneys. It uses a multi-office, fully integrated team approach allowing the City access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the City may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and work-flow.

C. The nature of any relationship between the City and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C). The Firm does not currently, nor has previously, represented the City.

D. The City is unable to perform the collection of its delinquent fines and fees. GOVT. CODE § 2254.1036(1)(D). The City currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the City.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Criminal Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent fines and fees. This percentage-based fee is assessed only against the debtor and not the City or taxpayers of the City. The collection of delinquent fines and fees is a high volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent fines and fees due. Moreover, the City will bear the cost of these hourly fees and not the debtor, because the Criminal Code does not expressly authorize the City to pay for collection services based on an hourly fee.

F. The City believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the City or taxpayers in the City.

City of Pharr

_____

Hilda Pedraza, City Clerk

Posted: June 2, 2023

Written Findings:

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP:

The City Council for the City of Pharr, pursuant to Section 2254.1036(b), of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Pharr; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because City of Pharr does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this City Council hereby approves the contract by and between City of Pharr and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent court fines and fees with services to be paid in accordance with Texas Code of Criminal Procedure.

APPROVED and EXECUTED this the ____ day of _____, 2023.

_____

Dr. Ambrosio "Amos" Hernandez, Mayor

On Behalf of the City of Pharr

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF TEXAS	§
	§
COUNTY OF HIDALGO	§

SECTION I. PARTIES TO THE CONTRACT

THIS CONTRACT, hereinafter called "Contract", is made and entered into by and between the City of Pharr, Texas, acting herein by and through its governing body, hereinafter called "the City" and **Perdue, Brandon, Fielder, Collins & Mott, L.L.P.,** hereinafter called "Perdue."

THIS CONTRACT supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

The City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the City and Perdue agree as follows:

SECTION II. CITY'S COLLECTION OBLIGATIONS

A. The City agrees to refer all delinquent accounts, as defined below, to Perdue for collection on or about the first (1st) or the fifteenth (15th) of each month. The City shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the City. All delinquent accounts should be in a specified format that will allow Perdue to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. The City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. PERDUE'S COLLECTION OBLIGATIONS

A. Perdue agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. Perdue reserves the right to return any accounts not collected within one (1) year of referral by the City. Neither party will have any obligation to the other with regard to returned accounts.

B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the City and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the City, Perdue agrees to provide legal advice to the City on its delinquent accounts.

SECTION IV. COLLECTION FEE

The City agrees to pay Perdue as follows:

(1) No charge for the collected fines, fees, and court costs referred to Perdue by the City imposed on all unadjudicated offenses committed on or before June 18, 2003.

(2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.001, Texas Code of Criminal Procedure.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, Perdue cannot collect from a defendant the percentages referred to in Section IV. COLLECTION FEE if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due.

SECTION VI. METHOD OF PAYMENT

Absent an agreement otherwise, the City shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on July 1, 2023, and continue in force and effect until June 30, 2028, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement. This contract will be automatically renewed on its identical terms for a five-year term commencing on the anniversary date of this contract, unless written notice of intent not to automatically renew is delivered by the City to the firm not less than sixty (60) days prior to the expiration date of the initial 5-year term. Thereafter, the contract shall automatically renew for successive periods of five (5) years under the terms and conditions stated herein, unless either party gives prior notice of termination. Upon termination, Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the City prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to Perdue by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue Brandon Fielder Collins & Mott, LLP
Attn: Hiram A. Gutierrez, Partner
BY U.S. MAIL OR BY COURIER DELIVERY:
P.O. Box 2916
McAllen, Texas 78502
Telephone Number: 956-631-4026

All notices from Perdue shall be sent to the City by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Pharr
Attn: Dr. Ambrosio "Amos" Hernandez, Mayor
P.O. Box 1729
Pharr, Texas 78577
Telephone Number: 956-402-4100

SECTION IX. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Hidalgo County, Texas.

SECTION X. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, Perdue hereby accepts said employment and undertakes performance of said Contract as set forth above.

SECTION XI. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Contract is executed on behalf of the City by the presiding officer of its governing body who is authorized to execute this instrument by Ordinance heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of the City by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this _____ day of _____, 20____.

City of Pharr, Texas

By: _____
Dr. Ambrosio "Amos" Hernandez, Mayor

ATTEST: _____
Hilda Pedraza, City Clerk

PERDUE BRANDON FIELDER COLLINS & MOTT, L.L.P.

By: _____
Hiram A. Gutierrez, Partner
For the Firm