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, AUGUST 21, 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. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

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

A) Public hearing on development services cases.

B) **Public Hearing:** Solicitation of comments from the general public on the Voluntary Annexation of a 14.88 acre tract of land out of Lot 5, Closner Subdivision, generally located on the southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. (DEVELOPMENT SERVICES)

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

A) Submission of Sales Tax Collection Report for August 2023.

B) City Events of Interest.

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

A) Approval of Minutes for August 7, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of a 14.88 acre tract of land out of Lot 5, Closner Subdivision, generally located on the southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. (1st Reading) **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution authorizing the City of Pharr to enter into an agreement with the Texas Department of Transportation to close state roadways for public events. **This item supports QL - Quality of Life.** (ADMINISTRATION)

D) Consideration and action, if any, on street closure request from St. Anne Mother of Mary Church for their annual Jamaica Festival on Saturday, November 4, 2023 from 4:00 p.m. to 10:00 p.m. **This item supports QL - Quality of Life.** (ADMINISTRATION)

E) Consideration and action, if any, on Policing Agreement between the City of Pharr and Pharr-San-Juan-Alamo (PSJA ISD) Independent School District for police K9 services. **This item supports SSC - Safe and Secure Community**. (POLICE)

F) Consideration and action, if any, on Memorandum of Understanding with South Texas College Continuing Education (CE) to award Continuing Education Units (CEUs) to participants of Law Enforcement Related Trainings. **This item supports SSC - Safe and Secure Community**. (POLICE)

G) Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and South Texas College for Continuing Education Units for Firefighter Related Training. **This item supports SSC - Safe and Secure Community**. (FIRE)

H) Consideration and action, if any, on Memorandum of Understanding between the Pharr Police Department and South Texas College for instruction of the Basic Telecommunicator Certification. **This item supports SSC - Safe and Secure Community**. (POLICE)

I) Consideration and action, if any, on Memorandum of Understanding between Pharr-San Juan-Alamo Independent School District and the Pharr Police Department for the Handle with Care program. **This item supports SSC - Safe and Secure Community**. (POLICE)

J) Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and the University of North Texas at Dallas for the Texas First Responders Peer Network. **This item supports SSC - Safe and Secure Community**. (POLICE)

K) Consideration and action, if any, on Interlocal agreement between the Pharr Police Department and the Donna Police Department for use of the El Indio Shooting Range in Donna, Texas. **This item supports SSC - Safe and Secure Community**. (POLICE)

L) Consideration and action, if any, on Interlocal Agreement Extension between City of Pharr and Hidalgo County Head Start Program for center located at 415 E. Clark (Pharr Head Start Center). **This item supports QL - Quality of Life.** (ADMINISTRATION)

M) Consideration and action, if any, on Interlocal Agreement Extension between City of Pharr and Hidalgo County Head Start Program for center located at 714 Zapata Street (Las Milpas I Head Start Center). **This item supports QL - Quality of Life.** (ADMINISTRATION)

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

1. Juan M. Benitez, representing Thomas Jakl, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). The property is legally described as being 1.33 acres, more or less, out of Lot 73, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5701 North Sugar Road. COZ#230711 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Javier Loyde, representing Xochitl Pablos Velez, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being a 0.89-acre tract of land, more or less, out of Lot 236, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2600 South Cage Boulevard. COZ#230713 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

3. Steve Spoor, representing JJAB Limited Family Partnership, LLC, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C). The property is legally described as being 1.02 acres, more or less, out of Lots 14 and 15, L.R. Bell Subdivision "E", Pharr, Hidalgo County, Texas. The property's physical address is 1313 East Alan Street. COZ#230712 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

4. Pablo Soto Jr., representing Pablo Quintanilla Salinas & Claribel Salinas, owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). The property is legally described as being 0.45 acres, more or less, out of Lot 144, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2400 North Veterans Boulevard. COZ#230607 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

O) PLATS:

1. Melden & Hunt Inc., representing Jose Alberto Vela, is requesting final plat approval of the proposed T.L.C. Pharr Subdivision. The property is legally described as being 3.317 acres out of Lots 15 and 17, Pharr Citrus Orchards Co. Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1300 Block of West Sam Houston Avenue. SUB#201238 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. M2 Engineering, representing Roberto Garza, Managing Member for Garman Investments, LP, is requesting final plat approval of the proposed Palm Hills Subdivision. The property is legally described as being a 9.990 acre tract of land out of Lot 248, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1400 Block of West Javelina Drive. SUB#210933 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and possible action, if any, on Ordinance amending Ordinance No. O-2007-48 setting the requirements for the appointment of members and/or officers for City of Pharr Boards and/or Committees *(Adoption on One Reading)*. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2006-47 of the City of Pharr, Texas, Chapter 118, Subdivision, adding Section X - Fiber Optic *(1st reading)*. **This item supports IF - Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, on Resolution adopting the City of Pharr's One Year Action Plan for Program Year 2023 to the U.S. Department of Housing and Urban Development (HUD). **This item supports QL - Quality of Life.** (GMCD)

D) Consideration and action, if any, approving a Resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation, Series 2023, for the design, acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to ratify the closing amount for STX Underground LLC. from Brownsville, Texas for the Fiber Optic Network Phase V Project from $5,718,802.76 to $6,168,039.10. **This item supports QL - Quality of Life.** (PURCHASING)

8. 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.

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

10. ADJOURNMENT:

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 18th day of August 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 18th day of August 2023

HILDA PEDRAZA, TRMC / CMC
CITY CLERK

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

_____ Title: _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.
DATE SUBMITTED:
MEETING DATE: August 21, 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 #: 3.B.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Public Hearing: Solicitation of comments from the general public on the Voluntary Annexation of a 14.88 acre tract of land out of Lot 5, Closner Subdivision, generally located on the southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

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

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

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 8/15/2023
Ricardo Rodriguez	Approved - 8/15/2023
City Management Office	Final Approval - 8/15/2023

NOTICE TO PUBLIC HEARING

The City of Pharr, Texas, proposes to institute annexation proceedings pursuant to Chapter 43 of the Texas Local Government Code to enlarge and extend the boundary limits of said City to include the following described territory within the Extra-Territorial Jurisdiction (ETJ) of the City of Pharr, Texas consisting of:

> *A 14.88-acre tract of land out of Lot 5, Closner Subdivision, generally located on the southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas*

A public hearing will be held by and before the City Commission on the 21tst day of August 2023, in the City Commissioners' Room located at 118 S. Cage Blvd., 2nd Floor, Pharr, Texas for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

A complete description of the above-referenced annexation is available for inspection at the City Clerk's Office, City Hall, 118 S. Cage Blvd. (4th floor) Pharr, Texas 78577 and will also be available during the public hearing.

All interested citizens of Pharr, Texas are urged to attend said hearing and present their views and suggestions. Persons desiring to speak during the public hearing shall sign in with the City Clerk prior to the scheduled public hearing. (Ordinance No. O-2019-31).

I, certify that the above notice of public hearing was posted on the bulletin board at City Hall on this the 15th day of August 2023, at 12:00 p.m. and in the City of Pharr web site (www.pharr-tx.gov)

Hilda Pedraza, City Clerk

CITY OF PHARR
PHARR, TEXAS

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED: August 16, 2023
MEETING DATE: August 21, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

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

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

Issue: SALES TAX HIGHLIGHTS
The City of Pharr shows an INCREASE of 1.40% YTD TRUE GROWTH compared to last Year 2022 and 4.28% INCREASE compared to last August 2022 payments and a -3.50% decrease compared to budget.

Fiscal Consideration:
n/a

Staff Recommendation: Presentation only

Alternatives: n/a

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

ROUTING:

Karla Saavedra	Created/Initiated - 8/16/2023
Karla Saavedra	Approved - 8/16/2023
Ricardo Rodriguez	Approved - 8/16/2023
City Management Office	Final Approval - 8/18/2023

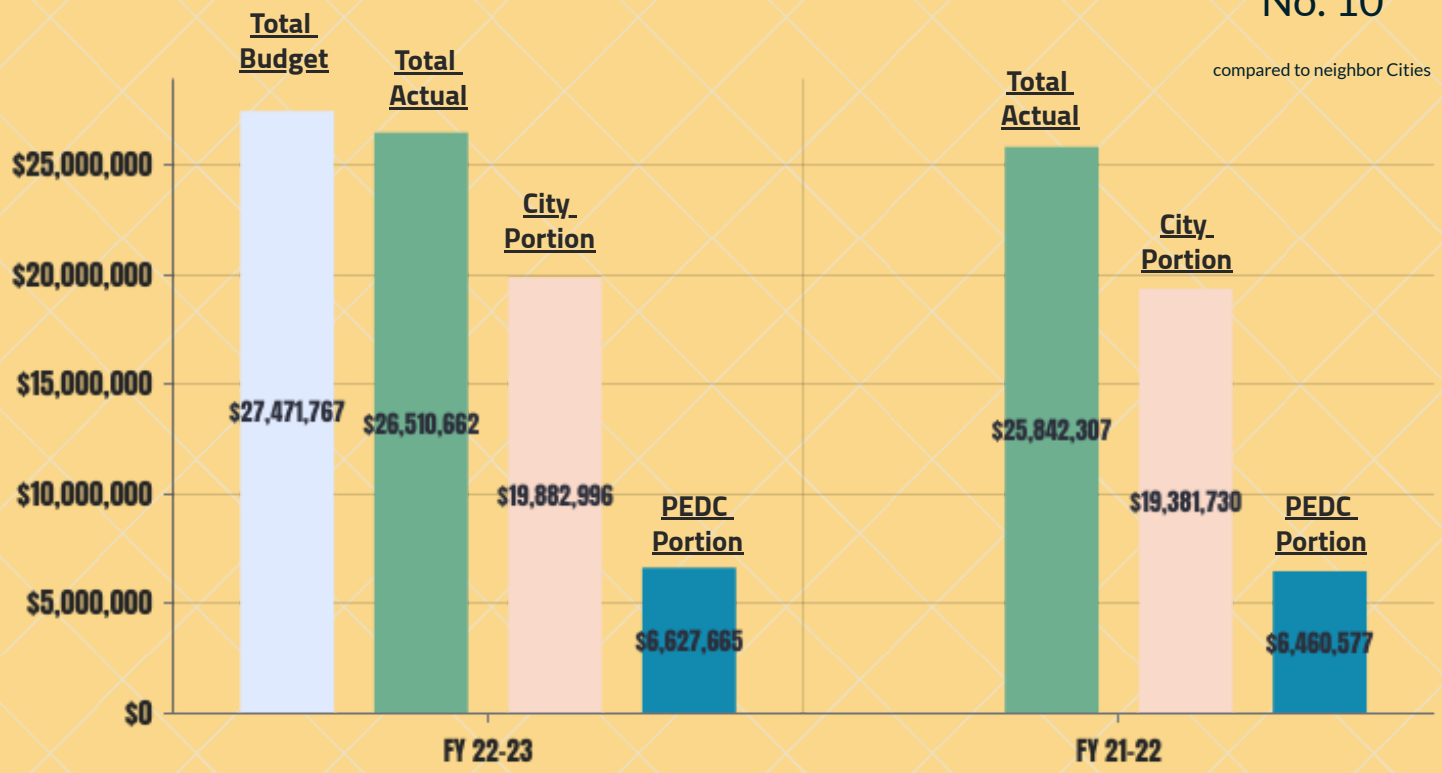
CITY OF PHARR SALES TAXES

as of August 2023
FY 2022-2023

SALES TAXES COLLECTIONS
Cash Basis by Fiscal Year

Ranked No. 10

compared to neighbor Cities



1.40% YTD

Increase in Sales Tax from Last Year*

4.28%

Compared to August 2022 Cash Basis.

-3.50%

Less than Budget

*Growth is based on Calendar Year per Texas State Comptroller.
FY 22-23 (10th month) growth is 2.59% YTD.

CREATED BY
Karla Saavedra, CGFO

WE ARE TEAM PHARR

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.
DATE SUBMITTED:
MEETING DATE: August 21, 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 #: 5.A.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Approval of Minutes for August 7, 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 meeting on Monday, August 7, 2023 at 4:00 p.m.

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 - 8/15/2023
City Management Office	Final Approval - 8/15/2023

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, AUGUST 7, 2023
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, August 7, 2023 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Mayor Pro Tem Daniel Chavez

STAFF PRESENT: Jonathan, Interim City Manager
Hilda Pedraza, Interim ACM/City Clerk
Maria Rangel, Asst. City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Juan Gonzalez, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Srvcs. Director
Jesus Pena, Asst. Public Works Director
Oscar De Leon, Asst. Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Rogelio Martinez, Asst. I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Director
Daniel Ramirez, E.M.S. Chief
Melanie Cano, Director of O.S.E.
Marcela Beas, Chamber President
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Dir.

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

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

DRAFT

Alternate Mayor Pro Tem Carrillo called the meeting to order at 4:02 p.m. Roll call established a quorum.

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

Mayor Hernandez was not present at the time of roll call but arrived at 4:04 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan, Bridge Director, led the pledge of allegiance and said the invocation.

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 4. CITY MANAGER'S REPORTS

C) CITY EVENTS OF INTEREST

Jonathan, Interim City Manager, introduced the item.

Marcela Beas, Chamber President, reported the Hub Market Days would take place on Saturday, August 12, 2023 from 7:30 p.m. to 11:00 p.m.in downtown park. She stated this was a free event and extended an invitation to everyone to attend.

Yuri Gonzalez, Chief Communications Officer, reported on upcoming city events. She stated the Splash-A-Palooza Summer 2023 would take place at the Pharr Aquatic Center on Friday, August 11, 2023 from 12 :00 p.m. to 6:00 p.m. She stated there would be kayak races, music and free entry to the first five hundred attendees.

Yuri Gonzalez, Chief Communications Officer, also reported the Parks and Recreation department would be hosting a Paw Party at the Pharr Aquatic Center on Saturday, August 12, 2023 from 3:00 p.m. to 7:00 p.m. She stated pre-registration started today and proof of current vaccinations was required.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported the Pharr Memorial Library would be hosting a Lucha Libros on Saturday, August 12, 2023 at the Pharr Development & Research Center beginning at 6:00 p.m. She further reported

Ride with a Cop was held every Tuesday at the Hike and Bike Trails from 6:00 p.m. to 8:00 p.m.

ITEM 5. CONSENT AGENDA

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

B) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM HIDALGO COUNTY ELECTIONS DEPARTMENT TO USE THE JOSE "PEPE" SALINAS RECREATION CENTER AND THE PHARR DEVELOPMENT AND RESEARCH CENTER AS EARLY VOTING AND ELECTION DAY POLLING LOCATIONS FOR THE NOVEMBER 7, 2023 CONSTITUTIONAL AMENDMENT ELECTION. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF ALUMINUM SULFATE & LIQUID AMMONIUM SULFATE WITH CHEMTRADE CHEMICALS US, LLC FROM PARSIPPANY, NJ. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF CHLORINE & CALCIUM HYPO-CHLORITE WITH DPC INDUSTRIES, INC. FROM CORPUS CHRISTI, TX THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SERVICE CONTRACT FOR THE POLICE DEPARTMENT POLYGRAPH SERVICES WITH PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANT FROM WESLACO, TX. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (PURCHASING)

F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SERVICE CONTRACT FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS WITH PAVEMENT MARKINGS, INC. FROM DONNA, TX. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUBSCRIPTION SERVICES FOR TEAMPHARR.NET OPERATIONS AND WORKFORCE MANAGEMENT SOFTWARE WITH 3HV INNOVATIONS, LLC FROM KNOCKVILLE, TN. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

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

1. EDINBURG RAM, LLC, DBA KHAN'S GRILL, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 6A, JACKSON RIDGE COURT SUBDIVISION PHASE III – AMENDED PLAT, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1005 SOUTH JACKSON ROAD. CUP#18644 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

I) PLATS:

1. SALINAS ENGINEERING & ASSOCIATES, REPRESENTING MARIA DEL CARMEN PACHECO, MANAGER FOR ENCARLEN, LTD., A TEXAS LIMITED PARTNERSHIP, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED VILLA ESPAÑA ESTATES PHASE V SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.22 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 8, BLOCK 9, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 2500 BLOCK OF SOUTH SALAMANCA STREET. SUB#230203 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

2. SUPREME ENGINEERING, PLLC, CONSULTING ENGINEERS, REPRESENTING HUGO DE LA GARZA, OWNER REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED GARDENIA ESTATES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 4.00 ACRE TRACT OF LAND CONSISTING OF ALL OF LOTS 13 AND 14, SING'S SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED AT THE 3000 BLOCK OF SOUTH GARDENIA STREET. SUB#220413 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

3. R. E. GARCIA & ASSOCIATES, REPRESENTING ROSANA RIOJAS, PRESIDENT FOR RICH HERITAGE CONSTRUCTION, INC., IS REQUESTING PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED AMENDED PLAT OF HERITAGE ESTATES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 6.84 ACRE TRACT OF LAND BEING A PORTION OF LOT 152, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 2200 BLOCK OF N. SUGAR ROAD. SUB#230618 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

Jonathan Flores, Interim City Manager, introduced the item and recommended approval.

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

At this time, Jonathan Flores, Interim City Manager, stated they would go back to City Engineer's Report.

A) CITY ENGINEER'S REPORT

Jonathan Flores, Interim City Manager, introduced the item and stated Maria Rangel, Assistant City Engineer, was present for any questions.

Mayor Hernandez asked staff on the Water Detention Facility. Maria Rangel, Assistant City Engineer, stated the project was under review by the Texas Water Development Board and environmental documents were also under review. She further reported the Bridge projects were moving forward and the notice to review draft environmental assessment was on the website.

Mayor Hernandez asked on status of the Hike & Bike trail project. Maria Rangel, Assistant City Engineer, briefly stated there were currently in the process for the right-of-way acquisitions and parcel negotiations needed for the project. She further stated bids would be open in six months to start construction within two years.

A brief discussion ensued on the timeline of the project.

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

ITEM 9. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:24 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 10. RECONVENE

The time being 5:54 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION:

ITEM 6. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF PHARR, TEXAS TAX NOTES, SERIES 2023" AND LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE NOTES; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING

OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE NOTES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; AND PROVIDING FOR AN EFFECTIVE DATE. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)

Mayor Hernandez introduced the item.

Comm. Carrillo **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) nay. Comm. Medina voted against the motion.

Ordinance No. O-2023-35 is filed with the City Clerk's office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2022-37 FOR BUDGET AMENDMENT TO THE FISCAL YEAR 2022-2023 BUDGET. (ADOPTION ON ONE READING) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)

Mayor Hernandez introduced the item.

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

Ordinance No. O-2023-36 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FOR THE "PHARR POLICE FIRST OFFENDER PROGRAM." THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

Mayor Hernandez introduced the item.

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

Resolution No. R-2023-45 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE I ROAD BRIDGE AT THE SOUTH FLOODWATER CHANNEL, CSJ 0921-02-491. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)

Mayor Hernandez introduced the item.

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

Resolution No. R-2023-46 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION TO ACCEPT PETITION FOR VOLUNTARY ANNEXATION, SETTING DATE, TIME AND PLACE FOR PUBLIC HEARING, AUTHORIZING AND DIRECTING PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING, AND DIRECTING THE CITY MANAGER TO PREPARE SERVICE PLAN FOR A 14.88 ACRE TRACT OF LAND, OUT OF LOT 5, CLOSNER SUBDIVISION, LOCATED ON THE SOUTHEAST CORNER OF SOUTH VETERANS BOULEVARD AND HI-LINE ROAD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ), HIDALGO COUNTY, TEXAS. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

Mayor Hernandez introduced the item.

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

Resolution No. R-2023-47 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (DEVELOPMENT SERVICES)

Mayor Hernandez introduced the item.

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

Resolution No. R-2023-48 is filed with the City Clerk's Office.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING THE EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)

Mayor Hernandez introduced the item.

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

Resolution No. R-2023-49 is filed with the City Clerk's Office.

H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING THREE (3) MEMBERS TO THE PHARR ECONOMIC DEVELOPMENT CORPORATION II BOARD OF DIRECTORS. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (PEDC II)

Mayor Hernandez introduced the item. Jonathan Flores, Interim City Manager, recommended reappointment of Mayor Hernandez, Comm. Ramiro Caballero, and Comm. Ricardo Medina.

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

Resolution No. R-2023-50 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE:

A) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM IRADIER ADAN HERNANDEZ, REPRESENTING HDZ HOLDINGS, LLC., FOR A CHANGE OF ZONE FROM A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO A RESIDENTIAL MULTI-FAMILY DISTRICT (R-MF). THE PROPERTY IS LEGALLY DESCRIBED AS 5.275 ACRES, MORE OR LESS, OUT OF LOT 129, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3155 NORTH VETERANS BOULEVARD. COZ#230606 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

Mayor Hernandez introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, ON PROPOSED TOLL FEE INCREASE FOR COMMERCIAL TRUCKS AT THE PHARR INTERNATIONAL BRIDGE. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (BRIDGE)

Mayor Hernandez introduced the item.

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

C) SUBMISSION OF CERTIFIED TOTALS FOR TAX ASSESSED VALUES 2023 FOR FISCAL YEAR 2023-2024. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)

Mayor Hernandez introduced the item.

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

D) DISCUSSION AND ACTION FOR VOTE ON PROPOSED TAX RATE INCREASE AND SCHEDULE A PUBLIC HEARING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)

Mayor Hernandez introduced the item. Jonathan Flores, Interim City Manager, stated the proposed tax rate was $0.7676 and the public hearing was scheduled for September 18, 2023 at 4:00 p.m.

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

ROLL CALL VOTE:

AYES: Mayor Ambrosio Hernandez, Comm. Michael Pacheco, Comm. Bobby Carrillo, Comm. Ramiro Caballero, and Comm. Itza Flores.

NAYS: Comm. Ricardo Medina

ABSENT: Comm. Daniel Chavez

E) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON THE CITY'S ORGANIZATIONAL STRUCTURE. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

Mayor Hernandez introduced the item.

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

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A NEW AGREEMENT WITH DR. RAUL BARREDA FROM MCALLEN, TX AS THE MEDICAL DIRECTOR FOR EMS, FIRE, AND PUBLIC SAFETY COMMUNICATIONS. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (EMERGENCY MEDICAL SERVICES)

Mayor Hernandez introduced the item.

Comm. Carrillo **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

B) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH MILITARY WATER SUPPLY CORPORATION TO ALLOW THE CITY OF PHARR TO PROVIDE EMERGENCY WATER SERVICES FOR FIRE PROTECTION (FIRE)

Mayor Hernandez introduced the item.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH BURTON, MCCUMBER AND LONGORIA FROM MCALLEN, TX FOR EXTERNAL AUDITOR SERVICES IN THE AMOUNT OF $71,000 AND ADD TAX INCREMENT REINVESTMENT ZONE #1 AND TAX INCREMENT REINVESTMENT ZONE #2. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (FINANCE)

Mayor Hernandez introduced the item.

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

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Flores seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:04 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 7th DAY OF AUGUST 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:

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.
DATE SUBMITTED: August 16, 2023
MEETING DATE: August 21, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of a 14.88 acre tract of land out of Lot 5, Closner Subdivision, generally located on the southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. (1st Reading) **This item supports EV - Economic Vitality.**

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

Issue: This item is the 1st reading on ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of a 14.88 acre tract of land out of Lot 5, Closner Subdivision, generally located on the southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 8/16/2023
Ricardo Rodriguez	Approved - 8/16/2023
City Management Office	Final Approval - 8/16/2023

O-2023-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 14.88 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SOUTH VETERANS BOULEVARD AND HI-LINE ROAD, LYING ADJACENT TO AND BEING SITUATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS, INCLUDING THE ABUTTING STREETS AND ROADWAYS AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNERS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY; AND ADOPTING A SERVICE PLAN

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

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

SEE "EXHIBIT B"

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

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

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

Section 3: The territory hereinafter described contains approximately 14.88 acres; and

Section 4: The territorial limits of the City of Pharr, Texas contained approximately 15,425 acres (24.10 square miles) as of January 16, 2023; and

Section 5: The Director of Development Services held a public hearing on the proposed annexation, on Monday, August 21, 2023 at 4:00 p.m. in the City Commissioners' Room, 118 S. Cage Boulevard, 2nd floor, Pharr, Texas and was also published in the Advance News Journal; and

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

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

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

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

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

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

Section 12: Upon annexation of the above described property, the acreage within the city limits of the City of Pharr, Texas will be increased by 14.88 acres for a total of approximately 15,291 acres.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21st day of August, 2023.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

EXHIBIT A

SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the Southeast corner of South Veterans Boulevard and Hi-Line Road. The property is approximately **14.88 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: Zuko Family Partnership, a Texas Limited Partnership

TRACT 1: A 14.88 acre tract of land, out of Lot 5, Closner Subdivision, generally located on the Southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

II. SERVICE COMPONENTS

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

A. MUNICIPAL SERVICE PLAN

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

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

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

1. POLICE

Existing Services: None

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

2. FIRE

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

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

3. BUILDING INSPECTION

Existing Services: None

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

4. PLANNING AND ZONING

Existing Services: None

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

5. LIBRARY

Existing Services: None

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

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

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

7. STREET

Existing Services: County Street Maintenance

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

8. STORM WATER MANAGEMENT

Existing Services: None

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

9. STREET LIGHTING

Existing Services: None

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

10. TRAFFIC ENGINEERING

Existing Services: None

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

11. WATER SERVICE

Existing Services: None

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

12. SANITARY SEWER SERVICE

Existing Services: None

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

13. SOLID WASTE SERVICES

Existing Services: None

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

14. ADDITIONAL SERVICES

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

B. CAPITAL IMPROVEMENTS

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

III. LEVEL OF SERVICES TO BE PROVIDED

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

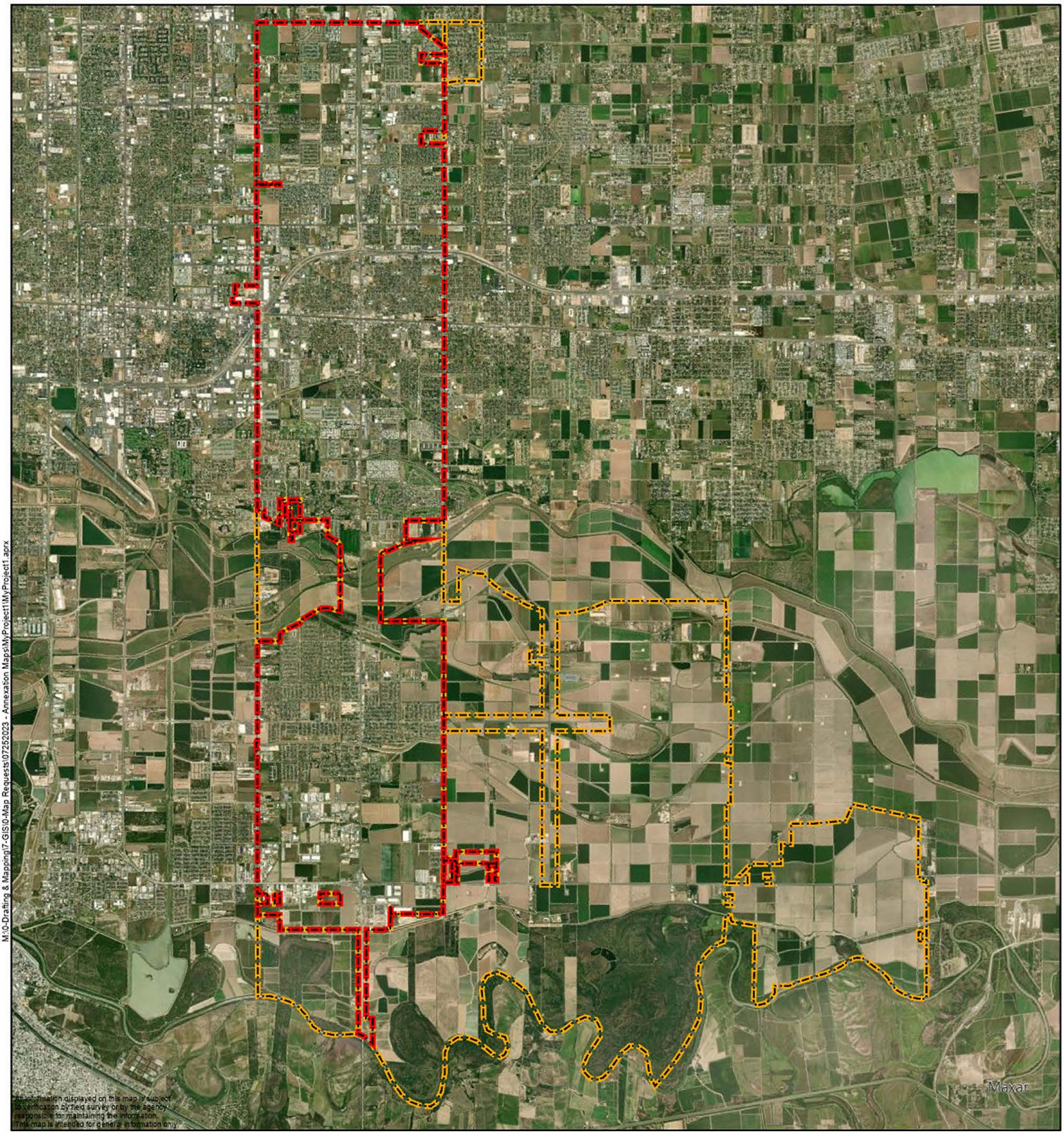
Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

PROPERTY DESCRIPTION

1) **OWNER:** Zuko Family Limited Partnership, a Texas Limited Partnership

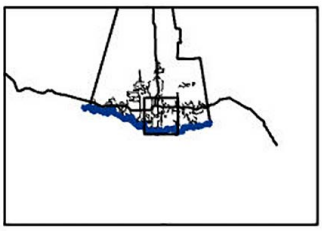
   TRACT: A 14.88-acre tract of land out of Lot 5, Closner Subdivision, generally located on the Southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

City of Pharr
Exhibit B



Pharr City Limit

Pharr ETJ



City of Pharr, Texas
Engineering Department
956.402.4242

Date: 7/27/2023

Scale: 1:106,161

0 4,000 8,000 16,000 24,000 32,000 Feet

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.
DATE SUBMITTED: August 17, 2023
MEETING DATE: August 21, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution authorizing the City of Pharr to enter into an agreement with the Texas Department of Transportation to close state roadways for public events. **This item supports QL - Quality of Life.**

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

Issue: In planning for the Avocado Fest and Veterans Day Parade & Fireworks, the City of Pharr will be required to enter into agreements with the Texas Department of Transportation to temporarily close various state roadways for the noted events.

Therefore, staff is requesting the closure of US 281 (Cage Boulevard) from Business 83 to Sam Houston Blvd for the Avocado Festival from Thursday, October 19, 2023, from 10:00 p.m. until Sunday, October 22, 2023, at 11:59 a.m. and the closure of US 281 (Cage Boulevard) from Polk Avenue to Ridge Road for the Veterans Day Parade on Saturday, November 4, 2023, from 11:00 a.m. until 8:00 p.m.

Fiscal Consideration: No consideration required.

Staff Recommendation: Staff recommends approval.

Alternatives: Authorization must be obtained from TxDOT to close state roadways.

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

ROUTING:

Hilda Pedraza	Created/Initiated - 8/17/2023
Ricardo Rodriguez	Approved - 8/17/2023
City Management Office	Final Approval - 8/18/2023

RESOLUTION R-2023-__

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

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

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

That the closure of US 281 (Cage Boulevard) from Business 83 to Sam Houston Blvd for the Avocado Festival from Thursday, October 19, 2023, from 10:00 p.m. until Sunday, October 22, 2023, at 11:59 a.m.

That the closure of US 281 (Cage Boulevard) from Polk Avenue to Ridge Road for the Veterans Day Parade from Saturday, November 4, 2023, from 11:00 a.m. until 8:00 p.m.

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

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

PASSED AND APPROVED this ___ day of _____, 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 #: 5.D.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Hilda Pedraza

Agenda Item: Consideration and action, if any, on street closure request from St. Anne Mother of Mary Church for their annual Jamaica Festival on Saturday, November 4, 2023 from 4:00 p.m. to 10:00 p.m. **This item supports QL - Quality of Life.**

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

Issue: St. Anne Mother of Mary Church, located at 801 E. Juarez, is requesting street closures for their Church Festival (Jamaica) on Saturday, November 4, 2023, from 4:00 p.m. to 10:00 p.m. The streets that will be closed are Fir Street from Lucas to Juarez and Gumood from Lucas to Juarez.

Fiscal Consideration: N/A

Staff Recommendation: Approval of Street Closure request

Alternatives: N/A

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

ROUTING:

Imelda Perez	Created/Initiated - 8/15/2023
Ricardo Rodriguez	Approved - 8/15/2023
City Management Office	Final Approval - 8/18/2023

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

REC'D _____
CC _____

AUG 3 2023

CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

Date of Event: NOVEMBER 4, 2023

Type of Event: ____ Parade ____ Walk-A-Thon ____ Other JAMAICA FESTIVAL

NAME OF CONTACT PERSON: FR. PAUL ROMAN

ORGANIZATION (IF APPLICABLE): ST. ANNE MOTHER of MARY CHURCH

ADDRESS: 801 E JUAREZ CITY: PHARR ZIP CODE: 78577

PHONE NO.: (956) 787-8122 CELLULAR PHONE: _____

FAX NO.: _____ E-MAIL: stanne pharr@cdob.org

PURPOSE AND DESCRIPTION OF EVENT:

FESTIVAL

START TIME: 4:00 PM END TIME: 10:00 PM

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

Starting Location: _____

Ending Location: _____

Will event occupy all or only a portion of the width of the street? _____

Is the event insured? X Yes ____ No

If yes, Insurance Company Information _____ Contact #: 956 787-8122

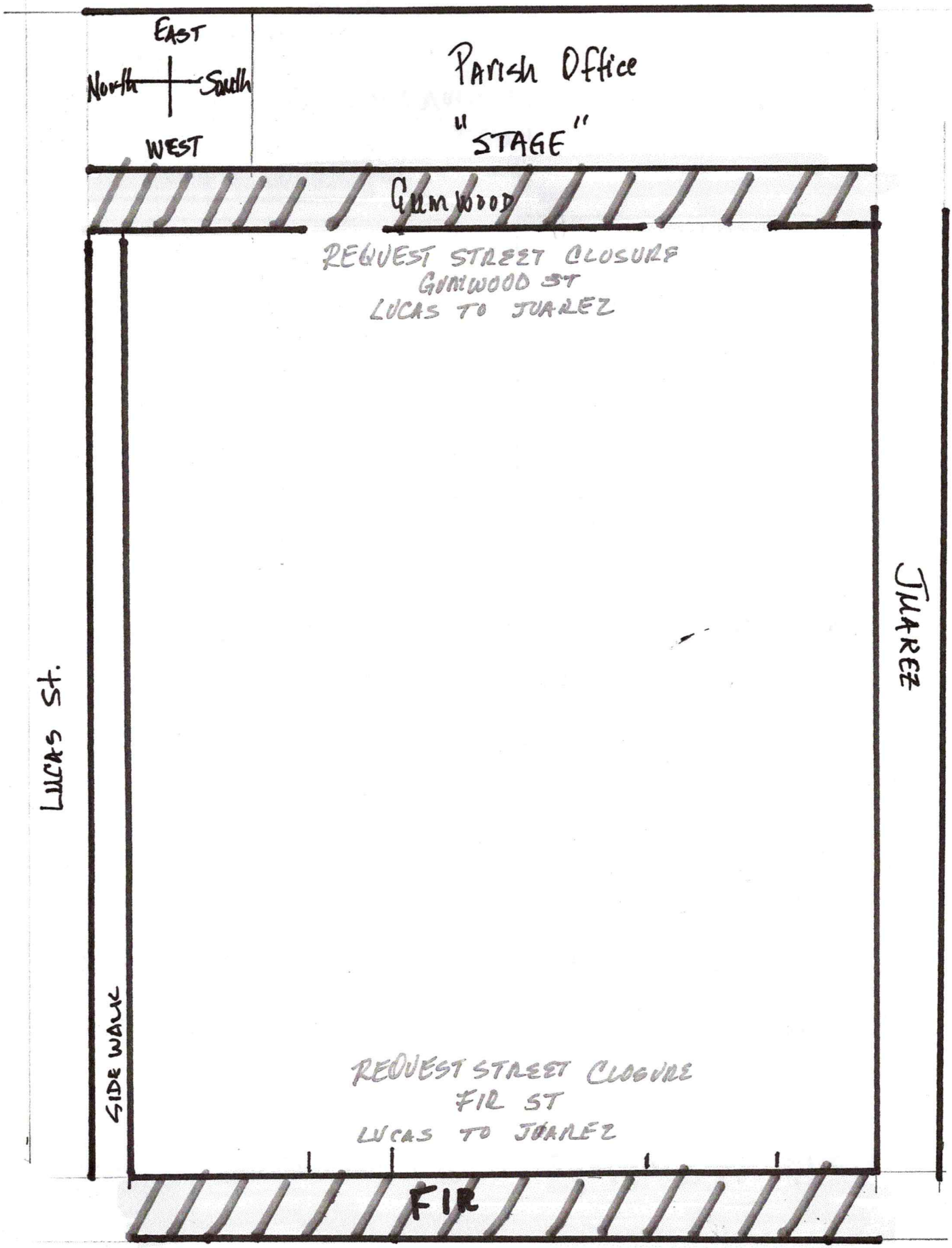
Applicant Signature: _____

FOR CITY USE ONLY:

Date Received: 08/03/2023

City Commission: _____ APPROVED _____ DENIED _____

_____ _____
City Manager's signature Date


EAST
North
South
WEST
Parish Office
"STAGE"
GUMWOOD
REQUEST STREET CLOSURE
GUMWOOD ST
LUCAS TO JUAREZ
LUCAS ST.
JUAREZ
SIDE WALK
REQUEST STREET CLOSURE
FIR ST
LUCAS TO JUAREZ
FIR

Certificate of Coverage

Date: 7/11/2023

Certificate Holder
Diocese of Brownsville
1910 University Blvd.
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
St. Anne, Mother of Mary Church
801 E. Juarez Ave.
Pharr, TX 78577-4143

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability				Each Occurrence	1,000,000
					General Aggregate	
	[x] Occurrence	9007	7/1/2023	7/1/2024	Products-Comp/OP Agg	
	[ ] Claims Made				Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregrate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
Coverage is verified for claims arising out of the annual fundraiser to be held at St. Anne, Mother of Mary Church on November 4, 2023. The National Catholic Risk Retention Group also participates in this coverage through policy #TNCRRG10019.

Holder of Certificate

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

0261002944

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
Michael A. Gatteri

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.
DATE SUBMITTED: August 14, 2023
MEETING DATE: August 21, 2023

FROM: Juan Gonzalez, Interim Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Policing Agreement between the City of Pharr and Pharr-San-Juan-Alamo (PSJA ISD) Independent School District for police K9 services. **This item supports SSC - Safe and Secure Community**.

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

Issue: The Pharr Police Department will enter into an agreement with PSJA ISD for K9 services designated for High Schools and Middle Schools in the district. The agreement is necessary to identify areas of responsibility between both agencies. This agreement will cover the school year starting August 28, 2023 to June 7, 2024.

Fiscal Consideration: PSJA ISD will reimburse the City for the K9 Team's salary at rate of no less than $50.00 an hour for each hour that the K9 Team is used.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve agreement

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

ROUTING:

Juan Gonzalez	Created/Initiated - 8/14/2023
Ricardo Rodriguez	Approved - 8/14/2023
Karla Saavedra	Approved - 8/17/2023
City Management Office	Final Approval - 8/17/2023

Policing Agreement Between
Pharr-San Juan-Alamo Independent School District
And City of Pharr Police K9 Services

WHEREAS, the Pharr-San Juan-Alamo Independent School District desires to maintain a safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have worked in the past in providing a suitable environment in PSJA schools and other venues;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have common interests in providing for a positive way of life without interference from third parties;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr, desire that the City of Pharr provide K9 policing in PSJA schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Pharr-San Juan Alamo (District) Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified peace officers who are K9 handlers and certified narcotic sniffing dogs, it is hereby agreed that. The City will have a full time certified police K9 officer and narcotic sniffing dog on standby for the Pharr-San Juan-Alamo Independent School District High Schools and Middle Schools.

The salary for said officers is to be reimbursed to Pharr by the District. As set forth herein below.

A. Responsibilities of the City Of Pharr and Officers

1. The City shall ensure that the officers conduct themselves in a professional and courteous manner at all times;

2. The City shall ensure that the K9 Teams called out to District campuses set out herein shall abide by the laws of the State of Texas;

3. The K9 Teams will not be required to perform any ministerial, administrative, or other duties for District or other school officials;

4. The K9 Teams will not perform the duties of any District security guards and will not enforce any school rules or policies which are not criminal in nature;

5. The K9 Teams when called out shall report to the campus requesting their services and report to a school administrator for assignments to be completed.

6. The K9 Teams will conduct the searches required and inform school administrator of any narcotic alerts.

7. If a narcotic alert is made, school personnel will have the option to handle said case administratively or refer it to the police agency that has jurisdiction over the school for a criminal case.

8. If a criminal case is derived on a campus located in the City of San Juan or the City of Alamo, Pharr Police K9 Teams will not conduct criminal investigations in these two cities. The respective police agency will have jurisdiction.

9. The Pharr Police Department will be responsible to contact the San Juan Police or Alamo Police Department when conducting searches in each respective city.

10. If a criminal case is derived on a campus located in the City of Pharr, the Pharr Police Department will handle the criminal case.

11. The K9 Teams will not conduct searches of persons to include students, parents, teachers, and administrators. Searches will only be done on parking lots, vehicles, empty rooms, lockers, and articles.

B. Responsibilities of the P-SJ-A School District:

1. The District will reimburse the City for the K9 Team's salary at rate of no less than $50.00 an hour for each hour that the K9 Team is used. This agreement will cover the school year starting August 28, 2023 until the end of the school year on June 7, 2024. This amount shall be earned on an hourly basis, not to exceed 187 instructional (school) days. The normal workday will consist of the number of hours a K9 Team is needed. This will be determined by both police administrators and respective campus principals as per the needs of individual campuses set out herein;

2. Reimbursement will be paid on a monthly basis to the City, provided that a timesheet signed by the principal, chief of police, and officer is submitted;

3. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said K9 Teams;

4. The District will provide a secure area for the K9 Teams so the K9 Officer can groom and care for the narcotic dog while the animal is resting during searches. Said area will be used to keep the narcotic dog away from persons to ensure the safety of the animal and people.

5. The District agrees and understands that the K9 Teams will at all times be under the direction and control of the City of Pharr Police Department, and that District employees will not supervise said officers; and

C. Responsibilities of Pharr Police and PSJA ISD

1. Scheduled hours of operation will be pre-determined by school administrators and Pharr Police Department representatives.

2. K9 Teams will work each high school and middle school at a minimum of once a month.

3. On an emergency case, representatives of Student Services of PSJA ISD will be responsible to contact Pharr Police Department representatives for K9 services.

D. Additional Duties

Any additional duties required of the K9 Teams shall be approved by the Superintendent or designee and the Police Chief or his designee of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the K9 Teams after the normal business day.

E. Resolution of Disputes

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matters associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools or his designee for the District or his designee, will address the issues as soon as possible. Such resolutions should be approved by the District's Board of Trustees and City's Board of Commissioners.

F. Periodic Conferences

Because this program is new to both parties, the City and the District agree to have periodic Conferences to allow input from both parties regarding the program. All conferences will be attended by the Superintendent or his designee, Pharr-San Juan-Alamo North High School principal or designee, Pharr-San Juan-Alamo High School principal or designee, Pharr-San Juan-Alamo Memorial High School principal or designee, Pharr-San Juan-Alamo Southwest High School principal or designee, Buell Central High School principal or designee, Pharr-San Juan-Alamo Ballew High School principal or designee, Pharr-San Juan-Alamo Collegiate High School principal or designee, Pharr-San Juan-Alamo Sotomayor High School principal or designee, Pharr-San Juan-Alamo Jefferson T-STEM High School principal or designee, Liberty Middle School principal or designee, LBJ Middle School principal or designee, Kennedy Middle School principal or designee, Escalante Middle School principal or designee, Yzaguirre Middle School principal or designee, Austin Middle School principal or designee, Alamo Middle School principal or designee, Murphy Middle School principal or designee, San Juan Police, Alamo Police, and representation from the City's Mayor, Mayor-Pro-Tem, Alternate Mayor Pro-Tem, or other authorized representative.

G. Termination of Contract

This contract will commence on August 28, 2023, and terminate on June 7, 2024, or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or for no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

H. Renewal of Contract

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of' Trustees.

I. Modification of Agreement

This document constitutes the entire agreement between the City of Pharr, Texas and Pharr-San Juan-Alamo Independent School District and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

J. Default

If either party should default (the "Defaulting Party") with respect to any of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement.

SIGNED on this the: _____ of day of _____. 2023.

_____
Cynthia Gutierrez
President, PSJA Board of Trustees

_____
Dr. Ambrosio Hernandez
Mayor, City of Pharr, Texas

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.
DATE SUBMITTED: August 14, 2023
MEETING DATE: August 21, 2023

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Memorandum of Understanding with South Texas College Continuing Education (CE) to award Continuing Education Units (CEUs) to participants of Law Enforcement Related Trainings. **This item supports SSC - Safe and Secure Community**.

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

Issue: Agreement with South Texas College to follow the course requirements for Continuing Education Units (CEUs) for law enforcement participants of Law Enforcement Related Trainings coordinated and conducted by the City of Pharr by and through the Pharr Police Department and South Texas College.

Fiscal Consideration: No cost for the City of Pharr Police Department

Staff Recommendation: Staff recommends approval

Alternatives: Not approve MOU

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

ROUTING:

Joel Robles	Created/Initiated - 8/14/2023
Juan Gonzalez	Approved - 8/14/2023
Ricardo Rodriguez	Approved - 8/14/2023
City Management Office	Final Approval - 8/18/2023

MEMORANDUM OF UNDERSTANDING
Between the City of Pharr and
South Texas College

Continuing Education Units for Law Enforcement Trainings

I. Purpose: In accordance with the terms of this Memorandum of Understanding ("MOU"), South Texas College Continuing Education ("CE") will award Continuing Education Units ("CEUs") to participants of *Law Enforcement Related Trainings* coordinated and conducted by the City of Pharr by and through the Pharr Police Department herein after referred to as "Partner." Partner has agreed to deliver these training courses free of charge. Neither Party shall pay any compensation to or reimburse any expenses of the other Party for the services provided under or in connection with this MOU.

II. Obligations of the Parties:

A. Prior to Training:

1. Partner will provide CE with a copy of the curriculum, syllabus, and qualifications of trainer (resume and transcript) in order to determine whether, in CE's sole, reasonable discretion, they meet Continuing Education Program Criteria stipulated in the Guidelines for Instructional Programs in Workforce Education. Partner will provide CE with trainer's email and a Special Assignment MOU.
2. Partner will decide on training location, dates, and times and relay the decisions and information to CE.
3. CE will set up courses in CE Registration System for $0 per participant.
4. CE will provide Partner with blank participant registration forms or a registration database.
5. Partner will provide CE with completed participant registration forms or a completed registration database.
6. CE will register participants.
7. CE will provide Partner with admission documentation to be filled out during training:
    a. Class Roster
    b. Sign-in Sheets
    c. Satisfaction Surveys
    d. Grading Protocol: S for Satisfactory and U for Unsatisfactory. A Satisfactory grade and Certificate of Completion will be issued to participants who (a) attend at least 75% of the total number of hours comprising the training program and (b) earn a minimum grade of 80 (type of assessment to be determined by CE and Partner). All others will receive an Unsatisfactory grade and no Certificate of Completion.

B. During Training:

1. Partner will provide approved syllabus to participants and will conduct training.
2. CE will observe trainer and fill out the Trainer Observation form.

C. At the end of Training:

1. Partner will turn in admission documentation to CE:
    a. Class Roster graded by the trainer
    b. Sign-in Sheets
    c. Satisfaction Surveys
2. CE will issue Certificates of Completion to participants based on the Grading Protocol.

3. CE will file documentation for auditing purposes: curriculum, syllabus, trainer qualifications, and admission documentation.

III. Term and Termination: The Initial Term of this MOU shall become effective on the Effective Date and shall be for a period of three (3) years and shall begin on September 1, 2023 and end on August 31, 2026 unless earlier terminated pursuant to the terms of this MOU. Partner and CE shall have the mutual right to renew the term by up to three (3) additional twelve-month renewal periods (each a "Renewal Term") by each Party executing a written notice of their joint election to renew the term hereof, such notice to be provided at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. In all circumstances, this MOU may be terminated by either Party upon thirty (30) days written notice to the other; however, unless such termination is based on a material breach of this MOU, under no circumstances shall the termination become effective prior to the conclusion of any on-going training courses.

IV. General Provisions:

A. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the Parties hereto, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the Parties, and the exclusive venue shall be the courts of Hidalgo County, Texas.

C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Assignment. Neither Party shall assign, sublet, or transfer its interests in this MOU without the prior written consent of the other party.

E. Equal Opportunity. The Parties shall provide all services associated with the subject matter of this MOU in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (*34 C.F.R., Section 106, et seq.)*, and all other applicable federal and state nondiscrimination statues or laws. Neither Party will discriminate against any person on the basis of race, religion, color, sex, national origin, or disability in the carrying out of the terms of this MOU.

F. Public Information. Partner acknowledge that CE is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU. CE agrees to advise Partner in writing of any such public information requests in accordance with the Public Information Act.

G. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

H. Immunity. CE and its governing body do not waive any immunity based on the Constitution or laws of the State of Texas by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

I. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between and inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations hereunder. The Parties intend and expressly agree that only the Parties that are signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

J. Relationship of the Parties. Nothing in this MOU will create or imply an agency relationship between the Parties hereto nor will this MOU be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the obligations, activities, efforts or services arising under the terms of this MOU.

K. Promotions. Neither Party will use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

V. Signatures: In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The Effective Date of this MOU is the date of the signature last affixed to this page.

By _____ Date _____
Dr. Jonathan Flores
Interim City Manager, City of Pharr

By _____ Date _____
Juan F. Gonzalez
Chief of Police, Pharr Police Department

By _____ Date _____
Olivia De La Rosa
STC Director of Professional and Workforce Education

By _____ Date _____
Dr. Ricardo J. Solis, STC President

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.G.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and South Texas College for Continuing Education Units for Firefighter Related Training. **This item supports SSC - Safe and Secure Community**.

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

Issue: On August 15, 2022, the City Commission approved a Memorandum of Understanding (MOU) between the PharrFire Department partnered with South Texas College (STC) to deliver continuous education training to the department free of charge. The fire department will provide the qualified/credentialed instructions and STC will provide the facilities to deliver instruction. Additionally, if capacity is available, the continuous education course will be opened to the public for those individuals meeting the prerequisite for a specific fire related discipline.

Continuous education training for a Texas Commission on Fire Protection certified structure firefighter is required in the minimum amount of twenty (20) hours per year to maintain his or her certification.

Staff is proposing to renew the MOU with STC for a three (3) year period beginning September 1, 2023 and ending August 31, 2026.

Fiscal Consideration: This MOU has no fiscal impact. STC will not charge fees for the use of facilities by FD Staff.

Staff Recommendation: Based on review by this office, staff recommends renewal of the Memorandum Of Understanding between the City of Pharr and South Texas College for Continuing Education Units for Firefighter Related Training for a period of three (3) years as presented.

Alternatives: Disapprove the MOU.

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

ROUTING:

Pilar Rodriguez — Created/Initiated - 8/15/2023

Ricardo Rodriguez	Approved - 8/15/2023
Karla Saavedra	Approved - 8/17/2023
City Management Office	Final Approval - 8/17/2023

MEMORANDUM OF UNDERSTANDING
Between the City of Pharr and
South Texas College

Continuing Education Units for Firefighter Related Trainings

I. Purpose: In accordance with the terms of this Memorandum of Understanding ("MOU"), South Texas College Continuing Education ("CE") will award Continuing Education Units ("CEUs") to participants of *Firefighter Related Trainings* coordinated and conducted by the City of Pharr by and through the Pharr Fire Department herein after referred to as "Partner." Partner has agreed to deliver these training courses free of charge. Neither Party shall pay any compensation to or reimburse any expenses of the other Party for the services provided under or in connection with this MOU.

II. Obligations of the Parties:

A. Prior to Training:

1. Partner will provide CE with a copy of the curriculum, syllabus, and qualifications of trainer (resume and transcript) in order to determine whether, in CE's sole, reasonable discretion, they meet Continuing Education Program Criteria stipulated in the Guidelines for Instructional Programs in Workforce Education. Partner will provide CE with trainer's email and a Special Assignment MOU.
2. Partner will decide on training location, dates, and times and relay the decisions and information to CE.
3. CE will set up courses in CE Registration System for $0 per participant.
4. CE will provide Partner with blank participant registration forms or a registration database.
5. Partner will provide CE with completed participant registration forms or a completed registration database.
6. CE will register participants.
7. CE will provide Partner with admission documentation to be filled out during training:
    a. Class Roster
    b. Sign-in Sheets
    c. Satisfaction Surveys
    d. Grading Protocol: S for Satisfactory and U for Unsatisfactory. A Satisfactory grade and Certificate of Completion will be issued to participants who (a) attend at least 75% of the total number of hours comprising the training program and (b) earn a minimum grade of 80 (type of assessment to be determined by CE and Partner). All others will receive an Unsatisfactory grade and no Certificate of Completion.

B. During Training:

1. Partner will provide approved syllabus to participants and will conduct training.
2. CE will observe trainer and fill out the Trainer Observation form.

C. At the end of Training:

1. Partner will turn in admission documentation to CE:
    a. Class Roster graded by the trainer
    b. Sign-in Sheets
    c. Satisfaction Surveys
2. CE will issue Certificates of Completion to participants based on the Grading Protocol.

3. CE will file documentation for auditing purposes: curriculum, syllabus, trainer qualifications, and admission documentation.

III. Term and Termination: The Initial Term of this MOU shall become effective on the Effective Date and shall be for a period of three (3) years and shall begin on September 1, 2023 and end on August 31, 2026 unless earlier terminated pursuant to the terms of this MOU. Partner and CE shall have the mutual right to renew the term by up to three (3) additional twelve-month renewal periods (each a "Renewal Term") by each Party executing a written notice of their joint election to renew the term hereof, such notice to be provided at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. In all circumstances, this MOU may be terminated by either Party upon thirty (30) days written notice to the other; however, unless such termination is based on a material breach of this MOU, under no circumstances shall the termination become effective prior to the conclusion of any on-going training courses.

IV. General Provisions:

A. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the Parties hereto, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the Parties, and the exclusive venue shall be the courts of Hidalgo County, Texas.

C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Assignment. Neither Party shall assign, sublet, or transfer its interests in this MOU without the prior written consent of the other party.

E. Equal Opportunity. The Parties shall provide all services associated with the subject matter of this MOU in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (*34 C.F.R., Section 106, et seq.)*, and all other applicable federal and state nondiscrimination statues or laws. Neither Party will discriminate against any person on the basis of race, religion, color, sex, national origin, or disability in the carrying out of the terms of this MOU.

F. Public Information. Partner acknowledge that CE is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU. CE agrees to advise Partner in writing of any such public information requests in accordance with the Public Information Act.

G. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

H. Immunity. CE and its governing body do not waive any immunity based on the Constitution or laws of the State of Texas by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

I. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between and inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations hereunder. The Parties intend and expressly agree that only the Parties that are signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

J. Relationship of the Parties. Nothing in this MOU will create or imply an agency relationship between the Parties hereto nor will this MOU be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the obligations, activities, efforts or services arising under the terms of this MOU.

K. Promotions. Neither Party will use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

V. Signatures: In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The Effective Date of this MOU is the date of the signature last affixed to this page.

By _____ Date _____
Dr. Jonathan Flores
Interim City Manager, City of Pharr

By _____ Date _____
Pilar Rodriguez
Fire Chief, Pharr Fire Department

By _____ Date _____
Olivia De La Rosa
STC Director of Professional and Workforce Education

By _____ Date _____
Dr. Ricardo J. Solis, STC President

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.
DATE SUBMITTED: August 14, 2023
MEETING DATE: August 21, 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 Pharr Police Department and South Texas College for instruction of the Basic Telecommunicator Certification. **This item supports SSC - Safe and Secure Community**.

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

Issue: The Pharr Police Department and South Texas College seek to continue a Memorandum of Understanding for instruction of the Basic Telecommunicator Certification.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: Not approve memorandum of understanding

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

ROUTING:

Juan Gonzalez	Created/Initiated - 8/14/2023
Ricardo Rodriguez	Approved - 8/14/2023
City Management Office	Final Approval - 8/18/2023

Memorandum of Understanding
Between
South Texas College

And

City of Pharr, Texas

And

Pharr Police Department

Basic Telecommunicator Certification

I. Background and Purpose

This Memorandum of Understanding (the "MOU") is made between South Texas College ("STC") and the City of Pharr ("City"), through the City's Police Department ("Pharr PD"). STC and the City are sometimes referred to herein collectively as the "Parties" and individually as a "Party." STC requires the use of Pharr PD's license from the Texas Commission on Law Enforcement ("TCOLE") in connection with providing the training, operation and administration of the Basic Telecommunicator Certification Program (the "TelCert Program") at the STC Regional Center for Public Safety Excellence (the "Center").

STC has been using Pharr PD's TCOLE license to provide the Basic Peace Officer Certification Program. This MOU will allow the continued close working relationship between STC and Pharr PD and will help ensure STC's access to the TCOLE license and to the City's facilities in order to conduct the training required for the Basic Telecommunicator Certification Program.

This MOU has two primary objectives with respect to the TelCert Program. The first is to establish the respective responsibilities of the Parties to this MOU. The second is to ensure that the Parties understand how their respective roles and responsibilities support each other while following the procedures set forth in this MOU.

The TelCert Program will follow the course requirements specified by TCOLE and operated under the Pharr PD academy contract and license with TCOLE. This MOU does not encompass the continuing education program provided through the Center to current law enforcement officers in the State of Texas.

II. Requirements to be Certified as a Basic Telecommunicator

The Parties acknowledge that students in the TelCert Program are subject to the following requirements to become a certified telecommunicator in the State of Texas:

1. Compliance with the minimum standards for enrollment and initial licensure;
2. Successful completion of the basic telecommunicator certification course;
3. Passing of the state telecommunicator examination; and

4. Appointment by a law enforcement agency.

III. College Academic Credit

The Parties acknowledge and agree that students graduating from the TelCert Program will be eligible to receive from STC three (3) credit hours upon completing an additional five (5) credit hours of STC courses in the Associate of Applied Science – Law Enforcement program, as listed in the catalog.

IV. Role and Responsibilities of South Texas College

1. Designate the Director of the Regional Center for Public Safety Excellence to serve as the coordinator between STC and Pharr PD and City of Pharr in accordance with STC's Board-approved policies and organizational structure.
2. Oversee the implementation of the TelCert Program curriculum based on TCOLE standards as well as recommendations to the design of the curriculum reviewed and approved by the Pharr Police Advisory Committee.
3. Employ for the TelCert Program TCOLE-qualified instructors who also meet STC credentialing requirements and who shall be considered for employment through the evaluation by a committee that includes representatives from Pharr PD and City of Pharr.
4. Recruit and pre-screen potential students in accordance with TCOLE, Pharr PD, and Public Safety Communications Department requirements.
5. Register students participating in the TelCert Program and provide Pharr PD with official class roster.
6. Provide Pharr PD with the final roster of students who successfully completed the Basic TeleCommunicator course and will be recommended for endorsement to take the licensing exam.
7. Provide students with the opportunity to prepare and submit trainer evaluations at the end of each course and share the results with Pharr PD.
8. Coordinate with students, where applicable, concerning the financial aid process for STC.
9. Collect tuition and fees from all students and apply waivers, where appropriate, in accordance with state law for employed candidates.

V. Role and Responsibilities of the City of Pharr and the Pharr Police Department

1. Designate a representative from Pharr PD to serve as a liaison between Pharr PD and STC.
2. Designate a representative from City of Pharr-Public Safety Communications Department to serve as a liaison between City of Pharr and STC.
3. Serve, along with STC, in an advisory capacity in the review of syllabi and instructional materials for all TelCert Program coursework, including coursework that exceeds TCOLE requirements.
4. Observe classroom instruction as needed and provide feedback to STC.
5. Address and reasonably accommodate all TCOLE requirements, including the TelCert Program's use of City of Pharr's Public Safety Communications Center.
6. Review and comment on job descriptions and applications in connection with the employment of TelCert Program instructors.

7. Provide to STC a notice of clearance for each student in the TelCert Program related to criminal histories, physical aptitude, psychological fitness, urinalysis, and any other required tests; the clearance notice shall be provided prior to before the commencement of a TelCert Program session and Pharr PD shall serve as the custodian of those records. Pharr PD will include a notice of clearance from those students who are employed by outside agencies and meet the requirements listed above.
8. At the end of each TelCert Program session, following receipt and evaluation of student records, provide those students who have completed the coursework with the endorsement necessary to take the TCOLE basic telecommunicator exam.
9. Ensure compliance with STC Policy 6326 (Concealed Carry and Weapons on Campus) as it applies to students and personnel when accessing STC property and facilities.
10. Ensure compliance with all STC policies applicable to students to the extent such policies are not in conflict with TCOLE requirements.

VI. Termination and Modification

1. This MOU is effective upon signature by all parties and shall continue in effect until August 31, 2026 unless earlier terminated pursuant to its terms at which time the MOU will be reviewed for renewal consideration. To be effective and binding, any request for modifications, amendments and/or extensions of this MOU must be mutually agreed upon, submitted in writing, and signed by the Parties hereto.

2. If a Party materially fails to perform its duties and obligations in accordance with the terms of this MOU, the other Party may terminate this MOU upon ten (10) days' advance written notice of termination setting forth the nature of the material failure. The termination will not be effective if the material failure is fully cured before the end of the 10-day period.

3. Either Party may terminate this MOU for convenience by giving thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, if a TelCert Program training course is in session during the time the notice of termination is issued, termination under this paragraph shall become effective only upon the completion of the training course. However, no new sessions may commence after notice is given.

VII. Acknowledgements

1. Nothing in this MOU will create or imply an agency relationship between the Parties hereto nor will this MOU be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the activities, efforts or services arising under the terms of this MOU.

2. This MOU is intended solely for the benefit of each of the Parties hereto and does not confer third-party beneficiary rights upon any other person.

3. A waiver by any Party of any breach of any of the terms or conditions of this MOU shall not be construed as a waiver of any succeeding breach. All rights, remedies and obligations contained in this MOU shall be cumulative and shall not be in limitation of any other right, remedy or obligation of any party. If any provision of this MOU, as applied to any party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this MOU or the validity or enforceability of this MOU.

4. This MOU constitutes the complete agreement between Parties relating to the subject matter herein and describes all prior and contemporaneous proposals, agreements, understandings, representations, and communications, whether oral or written, relating to the subject matter herein.

5. Each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

6. Neither Party will use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

The following Parties attest to the contents of this MOU and agree to implement the provisions contained herein.

South Texas College

_____
Dr. Ricardo J. Solis, President

_____
Date

City of Pharr

_____
Dr. Jonathan B. Flores, Interim City Manager

_____
Date

Pharr Police Department

_____
Juan F. Gonzalez, Chief of Police

_____
Date

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between Pharr-San Juan-Alamo Independent School District and the Pharr Police Department for the Handle with Care program. **This item supports SSC - Safe and Secure Community**.

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

Issue: The Pharr-San Juan-Alamo Independent School District and the Pharr Police Department agree that when a student of PSJA ISD may have experienced a traumatic event that required Pharr Police response in the community, to send a confidential email to PSJA ISD trained staff who would then provide the appropriate support to the student at the school following the traumatic event.

Fiscal Consideration: There is no fiscal responsibility for the Pharr Police Department with this item.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve request

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

ROUTING:

Joel Robles	Created/Initiated - 8/15/2023
Juan Gonzalez	Approved - 8/15/2023
Ricardo Rodriguez	Approved - 8/15/2023
City Management Office	Final Approval - 8/15/2023

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF PHARR, CITY OF SAN JUAN, AND CITY ALAMO POLICE DEPARTMENTS, AND THE PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding (the "Agreement") is entered into by and between the Pharr-San Juan-Alamo Independent School District ("PSJAISD" or the "District"), a political subdivision of the State of Texas, and Pharr, San Juan, and Alamo Police Departments ("PPD", "SJPD", and "APD") along with the Hidalgo County Sheriff's Office (HCSO). PSJAISD, PPD, SJPD, APD, HCSO may be referred to collectively as the "Parties."

1. Statement of Purpose

1.1. PSJAISD is committed to assisting underprivileged and economically disadvantaged students while eliminating barriers to their successful education.

1.2. PSJAISD has students who are enrolled and are experiencing extraordinary events outside of the school day that may involve law enforcement and policing agencies.

1.3. In order to participate in the Handle with Care program PSJAISD will partner with the PPD, SJPD, APD and HCSO through a Memorandum of Understanding.

1.4. The best interests of the district's underprivileged, economically disadvantaged, and trauma affected students will be served by the mutual support of the District, PPD, SJPD, APD and HCSO as described herein.

1.5. The Handle with Care program entails PPD, SJPD, APD and HCSO officers sending a confidential notification to PSJAISD whose students may have experienced a traumatic event that required a police response in the community. The school's trained staff would then provide the appropriate support to the student at the school following the traumatic event.

2. PSJAISD Obligations

The District agrees to provide the following to PPD, SJPD, APD and HCSO, if the purposes identified above continue to be met and the appropriate controls continue to be implemented.

2.1. PSJAISD shall utilize current staff members and resources to operate and facilitate information distribution.

2.2. PSJAISD will be responsible for distributing PPD, SJPD, APD and HCSO notifications to PSJAISD campus principals and their point of contact.

2.3. PSJAISD will count:

2.3.1. Total number of notifications district receives.
2.3.2. Total number of counselor referrals related to the notification events.
2.4. PSJAISD will coordinate the delivery of the data to PPD, SJPD, APD and HCSO.

2.5. PSJAISD will maintain and control all supporting documentation relating to data collection, student lists, and any additional identifying student data.

3. Pharr, San Juan, and Alamo Police Department

PPD, SJPD, APD and HCSO agrees to provide the following to the District, provided that the purposes identified above continue to be met and the appropriate controls continue to be implemented.

3.1. PPD, SJPD, APD and HCSO shall serve as the point of contact for notifications delivered to PSJAISD.

3.2. PPD, SJPD, APD and HCSO will send PSJAISD notification emails to the Director of Guidance & Counseling with the following data:

3.2.1. Student name
3.2.2. Student date of birth (if possible)
3.2.3. Student school name

4. Terms and Termination

4.1. This Agreement shall become effective for the 2022-2023 and 2023-2024 school year.

4.2. PPD, SJPD, APD, HCSO and PSJAISD understand and mutually agree that this agreement may be terminated by any party upon giving thirty (30) days' written notice to the other parties. Notice is said to be given when the written notice is received by the other parties.

5. Assigning Interest

5.1. No party shall transfer or assign any interest in this agreement without the prior written consent of the other parties.

6. Compliance

6.1. PSJAISD, PPD, SJPD, APD and HCSO agree to comply with all federal and state laws regarding nondiscrimination in the execution of this agreement. In accordance

therewith, PSJAISD, PPD, SJPD, APD, HCSO shall ensure that no person is denied benefits hereunder based on race, color, national origin, religion, gender, age, handicap, or political affiliation.

7. Indemnity

7.1. PSJAISD, PPD, SJPD, APD, HCSO acknowledge that they are governmental entities, and that no party shall indemnify any other party. The parties agree, however, to notify the other parties if they are provided notice of a lawsuit or potential lawsuit related in any manner to this agreement between the parties.

8. Relationship of the Parties

8.1. PSJAISD, PPD, SJPD, APD and HCSO agree and acknowledge that each entity is not an agent of any other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and of its agents or employees in conjunction with the performance of work covered under this agreement. PSJAISD, PPD, SJPD, APD and HCSO agree that each entity shall be responsible for any liability or damages of its personnel.

8.2. This agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third-party beneficiaries.

9. Notices

9.1. For purposes of this agreement, all official communications, and notices between the parties shall be deemed sufficient if in writing and emailed to the parties set forth below:

PSJAISD, Pharr Police Department, San Juan Police Department, Alamo Police Department, Hidalgo County Sheriff's Office

9.2. PPD, SJPD, APD and HCSO will provide PSJAISD all findings intended for publication or dissemination, based in-whole or in-part on data obtained under this agreement, inclusive of any form of publication or presentation, embargoed release, or submission for journal review.

10. Miscellaneous Terms

10.1. Full Agreement. This agreement constitutes the final and entire agreement between the parties hereto and contains all the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated after the date hereof, and duly executed by the parties.

10.2. Authority. The signers of this agreement, by placing their respective signatures below, represent and warrant that they have full authority to execute this agreement on behalf of the respective party each represents.

10.3. Severability. 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. The parties further agree that in lieu of each clause or provision of this agreement that is invalid, illegal, or unenforceable, there be added as a part of the agreement a clause or provision as similar in terms to be invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

10.4. Captions. The captions contained in this agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this agreement.

10.5. Law of State to Govern. The validity, enforceability, and interpretation of any provision of this agreement will be determined and governed by the substantive and procedural laws of the State of Texas. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this agreement shall be maintained in Hidalgo, County, Texas.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED ON THIS DAY 10 OF May, 2023.

PSJA ISD _____

DR. ALEJANDRO ELIAS
INTERIM SUPERINTENDENT OF SCHOOLS

City of Pharr, Texas _____

City of San Juan, Texas _____

City of Alamo, Texas _____

County of Hidalgo, Texas _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.J.
DATE SUBMITTED: August 16, 2023
MEETING DATE: August 21, 2023

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and the University of North Texas at Dallas for the Texas First Responders Peer Network. **This item supports SSC - Safe and Secure Community**.

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

Issue: The University of North Texas @ Dallas / Carruth Police Institute and the Pharr Police Department have partnered to create a network directed to providing peer support for Texas First Responders. The Pharr Police Department will assign an employee to be the Regional Director for the south region of Texas and provide educational training, peer support, and resources for First Responders. The University of North Texas @ Dallas / Carruth Police Institute will provide the funding for salaries, equipment, and travel expenses.

Fiscal Consideration: The Pharr Police Department will be reimbursed by the University of North Texas @ Dallas / Carruth Police Institute.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this MOU

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

ROUTING:

Joel Robles	Created/Initiated - 8/16/2023
Juan Gonzalez	Approved - 8/16/2023
Ricardo Rodriguez	New -
Karla Saavedra	
City Management Office	

INTERAGENCY CONTRACT
Between
University of North Texas at Dallas
And
City of Pharr

University:	University of North Texas Dallas, on behalf of its Caruth Police Institute (University)
University Address:	7300 University Hills Blvd Dallas, Texas 75241 Attn: Jeff Spivey, Executive Director of the Caruth Police Institute
Police Department:	City of Pharr
Department Address:	1900 S. Cage Blvd Pharr, TX 78577 Attn: Dr. Jonathan B. Flores; City Manager
Services:	The Services to be provided under this Agreement are set forth in Exhibit "A" Scope of Services, attached hereto and incorporated herein for all purposes.
Compensation:	Compensation to be provided for the Services under this Agreement are set forth in Exhibit "B", attached hereto and incorporated herein for all purposes.
Effective Date	Effective upon signature of both parties.

RECITALS

This Service Agreement is made and entered into by University and Department as of the Effective Date, in accordance with Occupations Code, Title 10, Chapter 1701, Subchapter M-1 (the "Code"), as well as the authority granted by and in compliance with the provisions of Texas Government Code, Chapter 771 for the purpose of developing a peer support network for law enforcement officers.

WHEREAS Section 1701.622 of the Code requires the Texas Commission on Law Enforcement ("Commission") to develop a peer support network for law enforcement officers;

WHEREAS Section 1701.623 of the Code provides that the Commission may contract with an institution of higher education to develop the peer support network ("Network") and the University is under contract with the Commission for the development and operation of the Network ("Commission Contract", effective September 1, 2023 with a term ending August 31, 2025);

WHEREAS regional hubs are part of the Network design and required for the full and effective statewide peer network program deployment;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Department agree as follows:

AGREEMENT

1. Provision of Services. Department will provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services as provided in Exhibit A, which shall be agreed upon by the University and Department and funded under this agreement. University will provide technical assistance to the Department for

peer-to-peer training, software application deployment, providing peer-to-peer services, reporting, and data collection and reporting per policies attached as Exhibit C and collect any applicable and available data in Exhibit A for the Annual Report required under Section 1701.626 of the Code. Department shall comply with all applicable user requirements for any use of University software.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the term of the Commission Contract, unless otherwise extended or terminated by the parties.

3. Termination. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Department will be entitled to compensation for services rendered through the effective date of termination.

4. Payment of Compensation. University shall pay the Department in accordance with the payment terms set forth in Exhibit B.

5. Property Rights. University, at all times, retains ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services.

6. Public Information. Department shall release information to the extent required by the Texas Public Information Act and other applicable law, subject to Section 1701.624 of the Texas Occupations Code.

7. Confidentiality. Information relating to a law enforcement officer's participation in the peer support network and other peer services under the network is confidential, and the Department will keep such information confidential in accordance with Section 1701.624 of the Code. The parties agree that neither party will disclose any information, data, or other materials of proprietary nature in connection with the Services under this Agreement without express permission or unless required by law. Such obligation shall not extend to any materials which were in the possession of the other party prior to this Agreement, are generally available to the public, or are required to be disclosed by law.

8. Relationship of Parties. Department shall, at all times, act as an independent contractor and not as a partner, employee, or agent of the University. Neither party shall act or hold itself out to third parties as a partner, employee, or agent of either party in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Department as an independent contractor.

9. Liability. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither University nor the Department waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by any parties in the performance of this Agreement.

10. No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for services and may not be assigned or delegated by either party without the express written consent of the other party.

11. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in§ 105.151 of the Texas Education Code.

13. Amendment. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.

14. Incorporation and Entire Agreement. This Agreement, including any exhibits or addenda identified and incorporated by reference herein constitutes the entire agreement between the parties and contain all the agreements between the parties with respect to the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

15. Availability of Funds. This Agreement is subject to termination or cancellation, without penalty to the University, either in whole or in part subject to the availability of funds.

16. Audit. University and Department acknowledge the State Auditor's authority to conduct audits under Chapter 321 of the Texas Government Code. The University will have the right to conduct an audit in regard to the services of this Agreement, including relevant documents and security compliance procedures.

17. Certification. University and Department certify that (1) the services specified are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies, or materials covered by this Agreement are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder; and (4) this Agreement neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its appropriated funds.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written below.

UNIVERSITY OF NORTH TEXAS AT DALLAS

By: _____
Name: Bob Mong
Title: President of University of North Texas at Dallas
Date: _____

By: _____
Name: _____
Title: City Manager
Date: September 1,2023

EXHIBIT "A" SCOPE OF SERVICES

Department shall provide the following Services:

1. Employ a full-time staff member dedicated solely to the Texas First Responder Peer Network (Network) within 90 days of execution of this agreement.

2. Actively recruit at least 75 volunteer peers per year for the Network throughout the assigned region (region).

3. Provide at least 2 monthly peer-to-peer trainings in person in varied cities and areas throughout the region.

4. Encourage broad based registration and use of the application by officers throughout the region and expand awareness of the peer network throughout the region.

5. Respond to application peer request within 4 hours of requests between hours of 8 AM and 6 PM Monday through Friday. Designate an alternate coordinator for weekend, evening, and holiday peer requests response to ensure all requests receive a 4-hour response.

6. Host a regional live peer event quarterly.

7. Participate in weekly network virtual Regional Director meetings.

8. Provide weekly reports for peer program activity including:
    a. Number of peers completing peer to peer training
    b. Number of officers requesting peer connections
    c. Number of novel connections made through the software platform
    d. Number of connections made through other resources,
    e. Any additional information requested by CPI within a reasonable time prior to the report's due date.

9. Request technical support from the Network Director as needed to ensure adequate peer recruitment, training, retention, and peer service delivery.

10. The regional director's time and attention should be fully devoted to the needs and responsibilities of the TLEPN unless otherwise agreed upon by the department head and the State Director in circumstances where the regional director's training and experience contribute to the wellbeing of his/her department personnel.

11. Provide information on Critical incidents in region within 24 hours to State Director. Ensure the Regional Director follows the guidelines of TLEPN for support of critical incidents which may include deployment in direct support of the incident.

The University Shall Provide the Following in support of the Department's Services:

1. A Director of the Texas Law Enforcement Peer Network.
2. Caruth Police Institute Department shall provide Services consistent with requirements and standards provided by the Director and in accordance with the policies of the Texas Law Enforcement Peer Network.
3. Peer Training Curriculum online for ready access to materials and a train the trainer session for all hub coordinators.
4. Peer network policy and operation orientation including reporting requirements within 30 days of Regional Director hire and ongoing technical assistance.
5. Training for the software application and ongoing technical assistance.
6. Schedule and host network virtual hub coordination meeting

Exhibit "A"

EXHIBIT "B"

Compensation and Payment Schedule

EXHIBIT "B"
BUDGET

For the services, counsel, reports, and other items delivered hereunder, UNTD Dallas shall pay Service Provider on a cost-reimbursable basis in an amount not to exceed $87,500, which includes all personnel, materials and supplies, travel and cellphone stipends. UNTD Dallas will reimburse Service Provider for travel up to $87,500, provided every expense in excess of $87,500 is preapproved. Any expenses in excess of $87,500 have to be pre-approved regardless of the amount. Final payment will be held until receipt and acceptance by UNT Dallas of all reports and other deliverables, if any, required under Exhibit A Scope of Services, above.

Final payment will be held until receipt and acceptance by UNT Dallas of all reports and other deliverables, if any, required under Exhibit A Scope of Services, above.

In the performance of work under this Agreement, Service Provider agrees to expend funds primarily in accordance with the budget detailed in Exhibit B, Cost Estimate, which is attached hereto and by this reference made a part hereof for all purposes.

ALL COSTS INCURRED BY SERVICE PROVIDER MUST BE BILLED NOT LATER THAN THIRTY (30) DAYS AFTER TERMINATION OF THIS AGREEMENT. ANY COST NOT BILLED WITHIN THIRTY (30) DAYS AFTER TERMINATION WILL NOT BE PAYABLE UNDER THIS AGREEMENT.

Exhibit B - Budget				
Project Director Name:				
Agency Name: Police Department				
Period of Performance: 9/01/23 - 8/31/25				
Category	**Year 1**	**Year2**	**Summary**	
Personnel (Salary/Fringe Benefits)	$70,000.00	$70,000.00	$140,000.00	
Materials & Supplies	$3,000.00	$3,000.00	$6,000.00	
Travel	$14,500.00	$14,500.00	$29,000.00	
Cellphone Stipend	$1,200.00	$1,200.00	$2,400.00	
Total Project Costs	**$87,500.00**	**$87,500.00**	**$175,000.00**	

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.K.
DATE SUBMITTED: August 16, 2023
MEETING DATE: August 21, 2023

FROM: Juan Gonzalez, Interim Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Interlocal agreement between the Pharr Police Department and the Donna Police Department for use of the El Indio Shooting Range in Donna, Texas. **This item supports SSC - Safe and Secure Community**.

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

Issue: The Pharr Police Department will utilize the shooting range for training and firearms qualifications, to be provided for Pharr PD sworn personnel.

Fiscal Consideration: There will be no cost for the use of the El Indio shooting range.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve agreement

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

ROUTING:

Juan Gonzalez	Created/Initiated - 8/16/2023
Ricardo Rodriguez	New -
City Management Office	

State of Texas
County of Hidalgo

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE CITY OF PHARR, TEXAS BY AND THROUGH THE POLICE DEPARTMENT AND THE CITY OF DONNA POLICE DEPARTMENT FOR SHOOTING RANGE USE/TRAINING

This agreement is entered into, by and between the **City of Pharr Police Department (PPD)** and the City of **Donna Police Department**, hereinafter referred to as **DPD** with the provisions of the Texas Interlocal Cooperation Act, (the Act) Chapter 791 Texas Governmental Code, as follows:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas inter-local Cooperation Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City of Donna, for the purpose of performing functions of law enforcement through **DPD**, has a shooting range/training facility (**RANGE**);

WHEREAS, PPD has a need for use of the **RANGE** which will be utilized in the service of crime prevention and for law enforcement purposes, such as training;

WHEREAS, DPD and **PPD** are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, DPD and **PPD** heretofore entered into this agreement providing for the facility sharing and use of the **RANGE** to **PPD** for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, **DPD** and **PPD** hereby agree as follows:

1. **FACILITY SHARING:** **DPD** will share and allow use of its **RANGE** to **PPD** for use in training related to law enforcement purposes under the following terms and conditions outlined below.

2. **IN CONSIDERATION OF THE FACILITY SHARING:** **PPD** further agrees to the following:

   a. **PPD** agrees to scheduling use of the **RANGE** at a mutually agreeable time and date

   b. **PPD** agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A"

   c. **PPD** accepts the **RANGE** facility "as-is" condition and acknowledges that **DPD** make no warranty in any manner as to the fitness of the facility for any specific purpose.

   d. The **RANGE** is the property of **DPD** and use of said **RANGE** is subject to the policies,

rules, and procedures established by **DPD**.

e. **PPD** agrees that the **RANGE** shall be solely used in the service of crime prevention and for law enforcement purposes such as training.

f. **PPD** shall be solely responsible for any injuries or damages to persons or property when the **RANGE** is used by their employees and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to **DPD** prior to any scheduled use of the **RANGE**.

g. **PPD** shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to **DPD** prior to any scheduled use of the RANGE.

3. **IDEMNITY:** to the extent permitted by the Texas Constitution and Laws of the State of Texas, Law Enforcement Agency, it's predecessors, successors, and assigns hereby release, relinquish, and discharge, the City of Donna, Donna Police Department, and former, present, and future agents, employees, directors and officers from any liability arising out of the use of the **RANGE** (identified herein) for any injury, including death or damage to persons or to property where such damage is sustained in connection with or arising out of the use of the Range provided for under this agreement.

4. **LAW COVERING VENUE:** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the obligations and undertakings of each of the parties to this agreement shall be performable in Donna, Hidalgo County, Texas.

THE DONNA POLICE DEPARTMENT WILL RECEIVE NO COMPENSATION FORM THE PHARR POLICE DEPARTMENT FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED AND DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

City of Donna, Texas:

_____ _____

Ricardo Morales
Mayor, City of Donna, Texas

Date

_____ _____

Gilbert Guerrero
Chief of Police – Donna Police Department

Date

City of Pharr, Texas

_____ _____

Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas

Date

_____ _____

Juan F. Gonzalez
Chief of Police – Pharr Police Department

Date

Exhibit "A"

MID-VALLEY
REGIONAL LAW ENFORCEMENT TACTICAL TRAINING FACILITY

"El Indio Shooting Range Facilities"

Shooting Range Rules

1. Range open from sunrise to sunset
2. Tracer rounds or exploding rounds prohibited
3. Only paper or cardboard targets allowed
4. Shooting allowed only from firing line to designated target stands
5. Ground level targets are prohibited to reduce ricochets and projectiles escaping the property
6. Destroying targets posts or other property is prohibited
7. Only handheld or shoulder fired guns allowed
8. Fully automatic weapons including slide fire stocks are prohibited
9. .50 caliber or larger center fire rifles are prohibited
10. Alcohol is prohibited on range

Gun Safety Guidelines

1. Always keep muzzle pointed in safe direction
2. Always keep finger off trigger until ready to shoot
3. Always keep the action open and firearm unloaded until ready to use
4. Do not handle firearms at the firing line while others are down range
5. Know your target and what is beyond
6. Know where others are at all times
7. Be sure the gun is safe to operate
8. Know how to use your gun safely
9. Use only the correct ammunition for your firearms
10. Wear eye and ear protection
11. Never use alcohol or drugs before or while shooting

Firearm Instructors should be always present

Pick up brass after shooting and dispose of it in container

Report all safety violations to range master

Exhibit "B"

WAIVER AGREEMENT

For use of Donna Police Department Shooting Range by Law Enforcement

I, _____ do hereby certify that I am over the age of eighteen (18) and may consent to this agreement and waive, hold harmless, and indemnify the City of Donna, Texas and its employees and elected officials for the following:

- The use of the donna police department shooting range as operated by the donna police department.

I am fully aware of any and all risks associated with the above-mentioned undertaking and fully and unequivocally assume these risks which may include, but, are not limited to the following:

- Injury and/or death to person,
- Injury and/or damage to real and/or personal property.

Furthermore, I fully understand and agree that I will use the shooting range in "as is" condition and that the city of donna police department wanes all warranties including but not limited to warranty of merchantability and warrant of fitness for a particular purpose.

Waiver agreement

I hereby voluntarily release, discharge, waive, and relinquish all action or causes of action for personal injury, property damage, or wrongful death occurring to me because of my use of the Donna Police Department shooting range. I hereby release, discharge, waive, and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against the City of Donna, Donna Police Department or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by signing this waiver agreement to exempt and release, indemnify, and hold harmless, the city of donna, donna police department, its employees, it's elected or appointed officials for any personal injury, property damage, or wrongful death.

My signature on this form certifies that I have read, understand, and agree to this waiver agreement and to verify my status as a law enforcement officer.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/Location: _____

_____

Signature: _____ Date: _____

Witness/Donna Police Representative

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.L.
DATE SUBMITTED: August 16, 2023
MEETING DATE: August 21, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Interlocal Agreement Extension between City of Pharr and Hidalgo County Head Start Program for center located at 415 E. Clark (Pharr Head Start Center). **This item supports QL - Quality of Life.**

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

Issue: The City of Pharr has been collaborating with the Hidalgo County Head Start Program by providing the property on 415 E. Clark (Pharr Head Start Center) located in Pharr to serve low-income children and families.

The beginning and ending dates of the extension are July 1, 2023 through June 30, 2025. The original Interlocal Agreement is extended for a period of two (2) years with all conditions, including the lease amount remaining the same.

Fiscal Consideration: Rent amount of $24.00 in twenty-four (24) equal monthly payment of $1.00 per month.

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve.

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

ROUTING:

Hilda Pedraza	Created/Initiated - 8/16/2023
Ricardo Rodriguez	New -
Karla Saavedra	
City Management Office	

FILED
AT 11:45 O'CLOCK A M
JUN 12 2023
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Two Year Inter-local Agreement Extension

The purpose of this letter is to exercise Hidalgo County's option to extend the Inter-local Agreement for two (2) years as stated in the existing contract dated January 1, 2012 between Hidalgo County and the **City of Pharr (Pharr Head Start Center)** for the property located at 415 E. Clark, Pharr, TX., 78577 (The "Original Inter-local Agreement").

If the **City of Pharr** agrees to this two (2) year extension of the original Inter-local Agreement under the same existing terms and conditions, please have the authorized individual sign this Inter-local Agreement extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the original Inter-local Agreement.

The beginning and ending date of the extension shall be July 1, 2023 through June 30, 2025. The original Inter-local Agreement is extended for a period of two (2) years with all conditions, including the lease amount, remaining the same.

ACCEPTED AND AGREED:

City of Pharr
Authorized Official:

BY: _____ Date: _____

Head Start Program

By: _____
Richard Cortez, County Judge

By: _____
Irma Peña, Executive Director

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

Approved As to Form:
Ricardo González, P.C.
DBA, Oxford & González
By: _____
Ricardo González

AI- 90942
Date approved by Policy Council: 05-17-2023
Date approved by Commissioner's Court: 05-30-2023

APPROVED BY
COMMISSIONERS COURT
ON: 5/30/23

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.M.
DATE SUBMITTED: August 16, 2023
MEETING DATE: August 21, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Interlocal Agreement Extension between City of Pharr and Hidalgo County Head Start Program for center located at 714 Zapata Street (Las Milpas I Head Start Center). **This item supports QL - Quality of Life.**

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

Issue: The City of Pharr has been collaborating with the Hidalgo County Head Start Program by providing property on 714 Zapata Street (Las Milpas I Head Start Center) located in Pharr to serve low-income children and families.

The beginning and ending dates are July 1, 2023 through June 30, 2025. The original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Fiscal Consideration: Rent amount of $24.00 in twenty-four (24) equal monthly payment of $1.00 per month.

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve.

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

ROUTING:

Hilda Pedraza	Created/Initiated - 8/16/2023
Ricardo Rodriguez	New -
Karla Saavedra	
City Management Office	

FILED
AT 11:45 O'CLOCK A M
JUN 12 2023
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Two Year Inter-local Agreement Extension

The purpose of this letter is to exercise Hidalgo County's option to extend the Inter-local Agreement for two (2) years as stated in the existing contract dated January 1, 2012 between Hidalgo County and the **City of Pharr (Las Milpas I Head Start Center)** for the property located at 714 Zapata Street, Pharr, TX., 78577 (The "Original Inter-local Agreement").

If the **City of Pharr** agrees to this two (2) year extension of the original Inter-local Agreement under the same existing terms and conditions, please have the authorized individual sign this Inter-local Agreement extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the original Inter-local Agreement.

The beginning and ending date of the extension shall be July 1, 2023 through June 30, 2025. The original Inter-local Agreement is extended for a period of two (2) years with all terms and conditions, including the lease amount, remaining the same.

ACCEPTED AND AGREED:

City of Pharr
Authorized Official:

BY: _____ Date: _____

Head Start Program

By: _____
Richard Cortez, County Judge

By: _____
Irma Peña, Executive Director

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

Approved As to Form:
Ricardo González, P.C.
DBA, Oxford & González

By: _____
Ricardo González

APPROVED BY
COMMISSIONERS COURT
ON: 5/30/23

AI- 90942
Date approved by Policy Council: 05-17-2023
Date approved by Commissioner's Court: 05-30-2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.N.
DATE SUBMITTED:
MEETING DATE: August 21, 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 #: 5.N.1.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Juan M. Benitez, representing Thomas Jakl, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). The property is legally described as being 1.33 acres, more or less, out of Lot 73, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5701 North Sugar Road. COZ#230711 **This item supports EV - Economic Vitality.**

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

Issue: Juan M. Benitez, representing Thomas Jakl, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) in order to construct a single-family residence.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) 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 Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) at their meeting on August 14, 2023. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 8/15/2023
Ricardo Rodriguez	Approved - 8/15/2023

City Management Office Final Approval - 8/15/2023

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, AUGUST 21, 2023**

TO: **MAYOR AND CITY COMMISSION**

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

THROUGH: **JONATHAN FLORES, INTERIM CITY MANAGER**

SUBJECT: **Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). The property is legally described as being 1.33 acres, more or less, out of Lot 73, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5701 North Sugar Road. COZ#230711**

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:

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

The subject site is located on the west side of North Sugar Road, approximately 1,150 ft. south of West Owassa Road and has a physical address of 5701 North Sugar Road. The property is legally described as being 1.33 acres, more or less, out of Lot 73, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Sugar Road, a 70-foot-wide minor collector which runs north and south with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property and the properties to the north and south were zoned Agricultural and/or Open Space District (A-O) upon annexation on April 10, 1984. The property to the west was rezoned from Single-Family Residential District (R-1) to Single-Family Residential Estate District (R1-E) on November 21, 2022. The property to the east was rezoned from Planned Urban Development District (PUD) to Mobile Home District (R-MH) on December 13, 1988. 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 and commercial uses in the Land Use Plan.

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

Thirteen (13) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on July 28, 2023, and a legal notice was published in the Advance News Journal on July 24, 2023. Staff received no response to the letters or the legal notice.

Development Services recommended approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) 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.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Single-Family

Residential District (R-1) at their meeting on August 14, 2023. There were six members present and voting.

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

JUAN M. BENITEZ	**AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O)**
APPLICANT	CURRENT ZONE
5701 NORTH SUGAR ROAD	**SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1)**
ADDRESS	PROPOSED ZONE

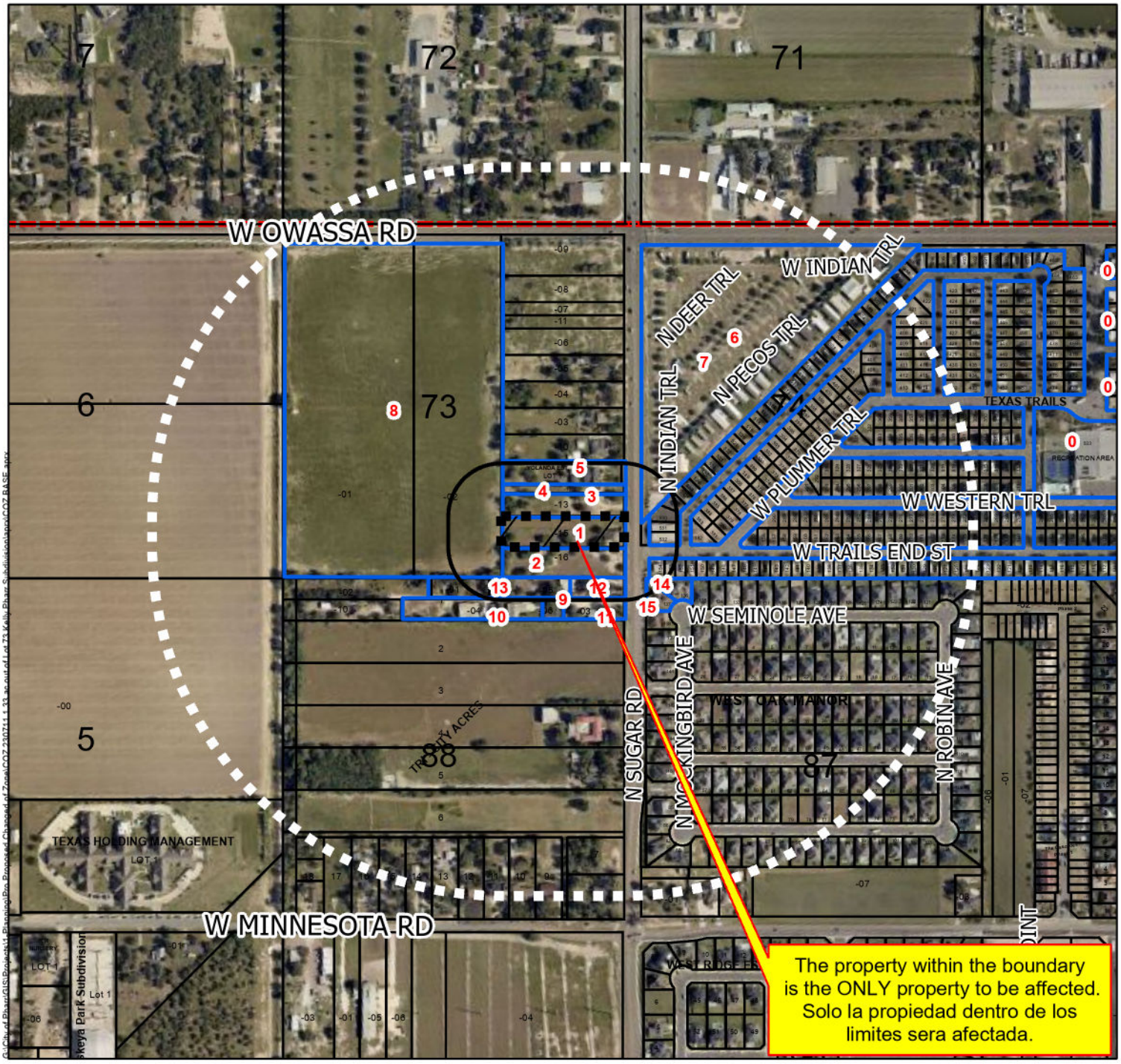
		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?	X	
5	Will 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 Agricultural and/or Open Space Distirct (A-O) to Single-Family Residential District (R-1) as the property meets area requirements, has adequate ingress and egress and will be compatible with currounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Daniel Garza	**August 1, 2023**
PREPARED BY	DATE

Proposed Change of Zone
1.33 ac, out of Lot 73, Kelly-Pharr Subdivision
Juan Benitez



Zoning

LandUse

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

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Quarter Mile Radius
- 200 ft Notification Radius
- Notified Properties

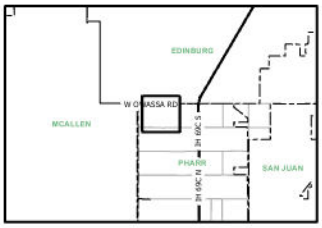
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 8/8/2023

Scale: 1:6,490

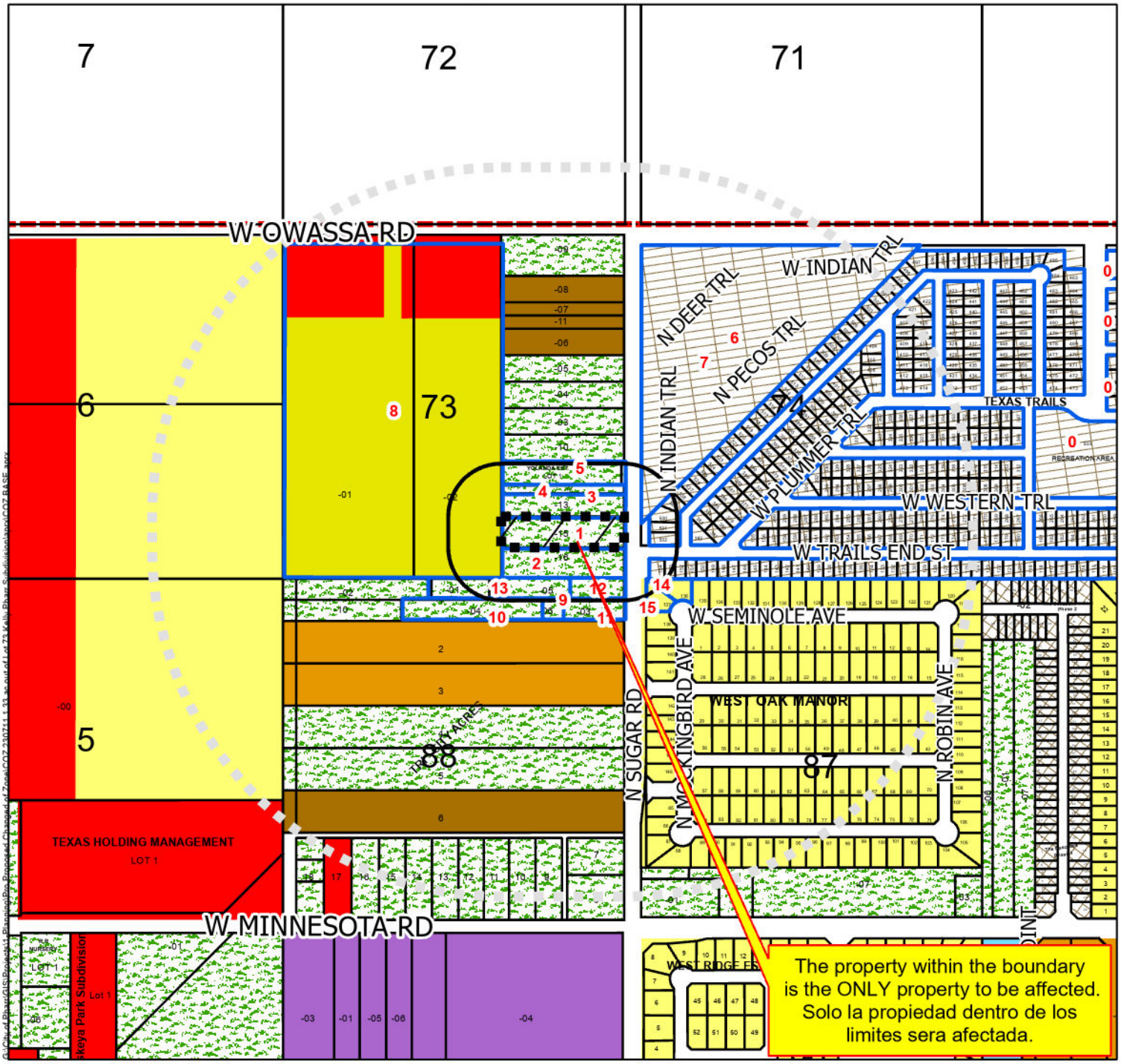
0 270 540 1,080 1,620 2,160 Feet

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



Proposed Change of Zone
1.33 ac, out of Lot 73, Kelly-Pharr Subdivision
Juan Benitez

Zoning



Zoning

LandUse

- Agricultural Open Space
- Business
- Drainage Easement
- General Business
- Government Owned
- HUD-Code Manufactured Home
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- Single Family Residential - Estate
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Future Land Use

FUTURELAND

- Irrigation
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- Public/Semi Public
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- Subject Property
- Quarter Mile Radius
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City of Pharr, Texas
Engineering Department
956.402.4242

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0 270 540 1,080 1,620 2,160 Feet

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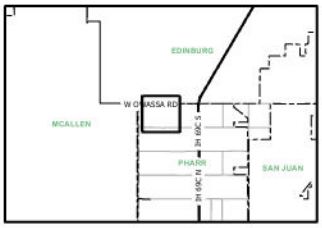
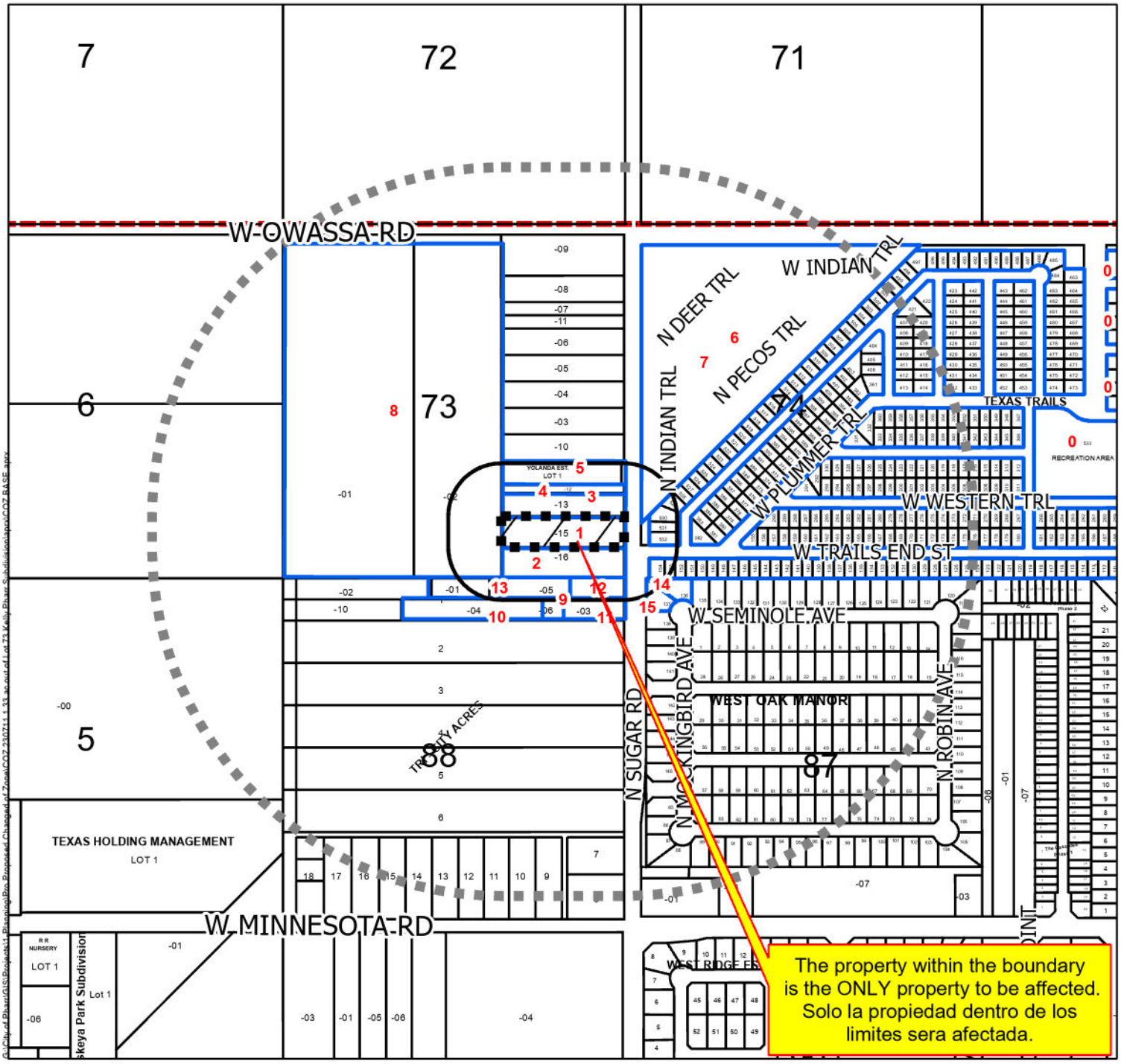


Proposed Change of Zone
1.33 ac, out of Lot 73, Kelly-Pharr Subdivision
Juan Benitez



Zoning

LandUse

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

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Quarter Mile Radius
- 200 ft Notification Radius
- Notified Properties

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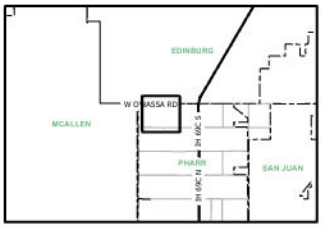


Scale: 1:6,490

0 270 540 1,080 1,620 2,160 Feet

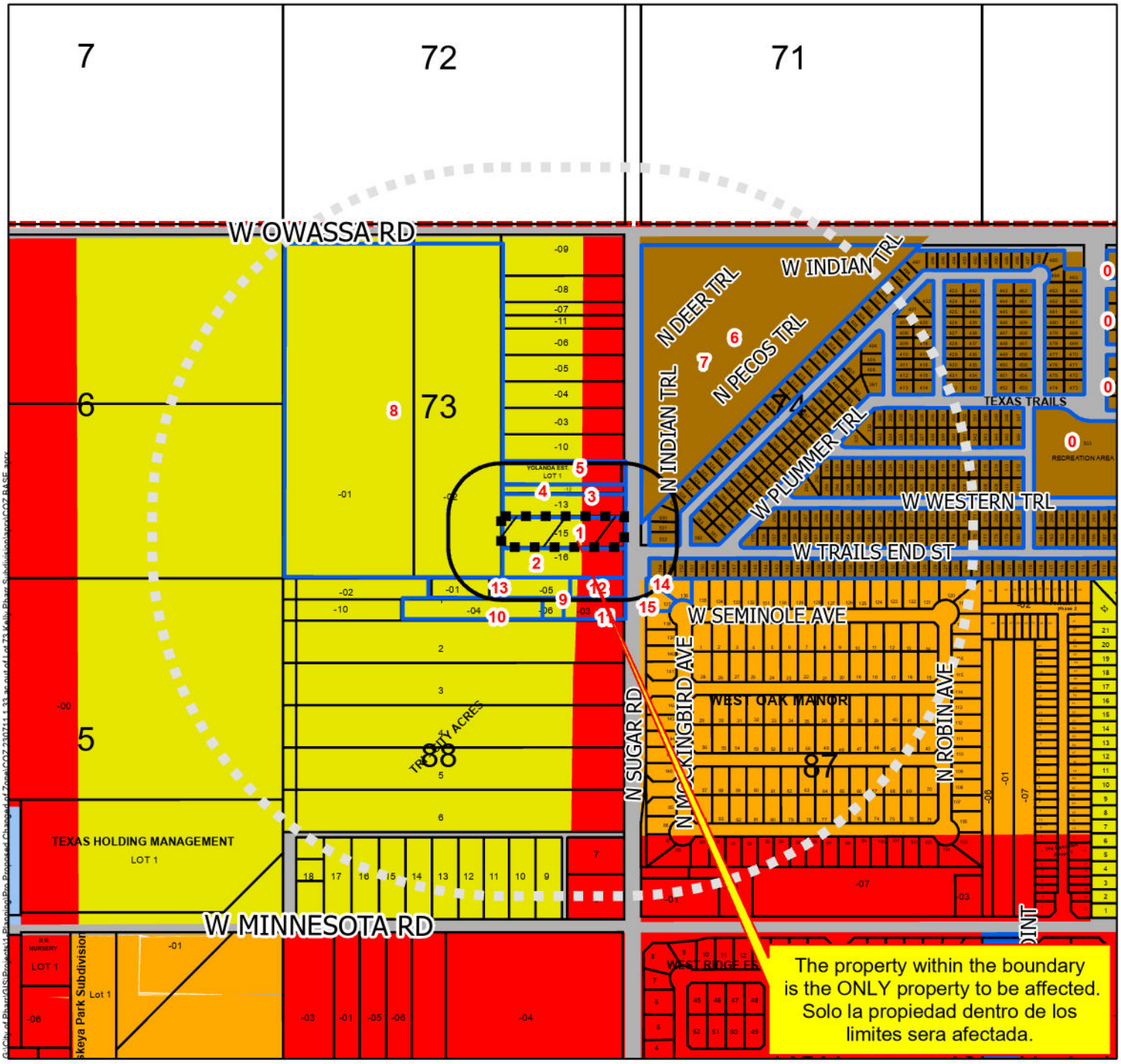
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 8/8/2023

Proposed Change of Zone
1.33 ac, out of Lot 73, Kelly-Pharr Subdivision
Juan Benitez

Pharr Engineering

Future Land Use



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City of Pharr, Texas
Engineering Department
956.402.4242

Date: 8/8/2023

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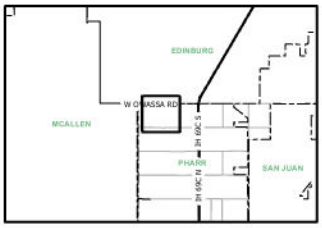


1 ACRE TRACT OF THE SOUTH
3.84 ACRES EAST 15 ACRES
DOC. # 1879833

North Boundary Line

S 81°35'00" E 495.0'

465.0'

117.00'

LOT 73
1.329 ACRES GROSS
0.081 ACRES IN 60' NORTH SUGAR ROAD
1.248 ACRE NET

CHAIN LINK FENCE

GUARD POST

OVERHEAD POWER POLE

CONCRETE CONDITION

5494 SQ. FT.
0.19 ACRES

131.39'

465.0'

N 81°35'00" W 495.0'

South Boundary Line

SOUTH 110 FEET OF THE EAST 495 FEET
DOC. # 2711297 O/R

110.0'

SUGAR RD.

C/L 30' SUGAR ROAD

I, MICHAEL FABIAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING MAP IS A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE AND APPARENT EASEMENTS, DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT. THIS PROPERTY FALLS IN ZONE "B" OF THE FLOOD INSURANCE RATE MAPS.

MICHAEL FABIAN
REGISTERED PROFESSIONAL LAND SURVEYOR
McALLEN, TEXAS
4893

STATE OF TEXAS
REGISTERED
MICHAEL FABIAN
4893
PROFESSIONAL
LAND SURVEYOR

MAP
OF
1.329 ACRES OF LAND
THE SOUTH 5 ACRES
OF THE EAST 15 ACRES
OF LOT 73
KELLY-PHARR
SUBDIVISION
HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 24, PG. 24, M/R

PREPARED BY
MICHAEL FABIAN SURVEYING, INC.
1203 E. HACKBERRY AVE.
McALLEN, TEXAS 78501
TEL (956) 633-1438 (956) 682-4080

MICHAEL FABIAN
REGISTERED PROFESSIONAL
LAND SURVEYOR

W.O.# 03089 CRD : SAME PRINT SIZE LEDGER
SCALE 1" = 50' DATE 08/28/2011

EMAIL ADDRESS: SURVEY @ MFABIANSURVEYING.COM
FIRM # 10193963

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.N.2.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Javier Loyde, representing Xochitl Pablos Velez, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being a 0.89-acre tract of land, more or less, out of Lot 236, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2600 South Cage Boulevard. COZ#230713 **This item supports EV - Economic Vitality.**

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

Issue: Javier Loyde, representing Xochitl Pablos Velez, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C) in order to develop and construct commercial uses on the property.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from Agricultural and/or Open Space District (A-O) 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 Agricultural and/or Open Space District (A-O) to General Business District (C) at the meeting on August 14, 2023. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 8/15/2023
Ricardo Rodriguez	Approved - 8/15/2023

City Management Office Final Approval - 8/15/2023

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, AUGUST 21, 2023**

TO: **MAYOR AND CITY COMMISSION**

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

THROUGH: **JONATHAN FLORES, INTERIM CITY MANAGER**

SUBJECT: **Re-zoning Request: From Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being a 0.89-acre tract of land, more or less, out of Lot 236, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2600 South Cage Boulevard. COZ#230713**

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:

Javier Loyde, representing Xochitl Pablos Velez, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C) in order to develop and construct commercial uses on the property.

The subject site is located on the southwest corner of West Hall Acres Road and South Cage Boulevard and has a physical address of 2600 South Cage Boulevard. The property is legally described as being a 0.89-acre tract of land, more or less, out of Lot 236, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property has frontage on South Cage Boulevard and West Hall Acres Road. South Cage Boulevard is a 120-150 ft. principal arterial street which runs north and south with a posted speed limit of 40 to 55 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan. West Hall Acres Road is a major arterial which runs east and west with a posted speed limit of 35 to 45 miles per hour.

The property was zoned Agricultural and/or Open Space District (A-O) upon annexation on May 4, 1976. The property to the west was zoned Agricultural and/or Open Space District (A-O) upon annexation on June 7, 1983. The property to the south was rezoned from Single-Family Residential District (R-1) to General Business District (C) on July 1, 1980. The property to the north was zoned General Business District (C) on November 18, 2019. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial and single family residential uses 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.

Eleven (11) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on July 28, 2023, and a legal notice was published in the Advance News Journal on July 24, 2023. Staff received no response to the letters or the legal notice.

Development Services recommended approval of the request to re-zone from Agricultural and/or Open Space District (A-O) 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.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C) at the meeting on August 14, 2023. There were six members present and voting.

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

JAVIER LOYDE	**AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O)**
APPLICANT	CURRENT ZONE
2600 SOUTH CAGE BOULEVARD	**GENERAL BUSINESS DISTRICT (C)**
ADDRESS	PROPOSED ZONE

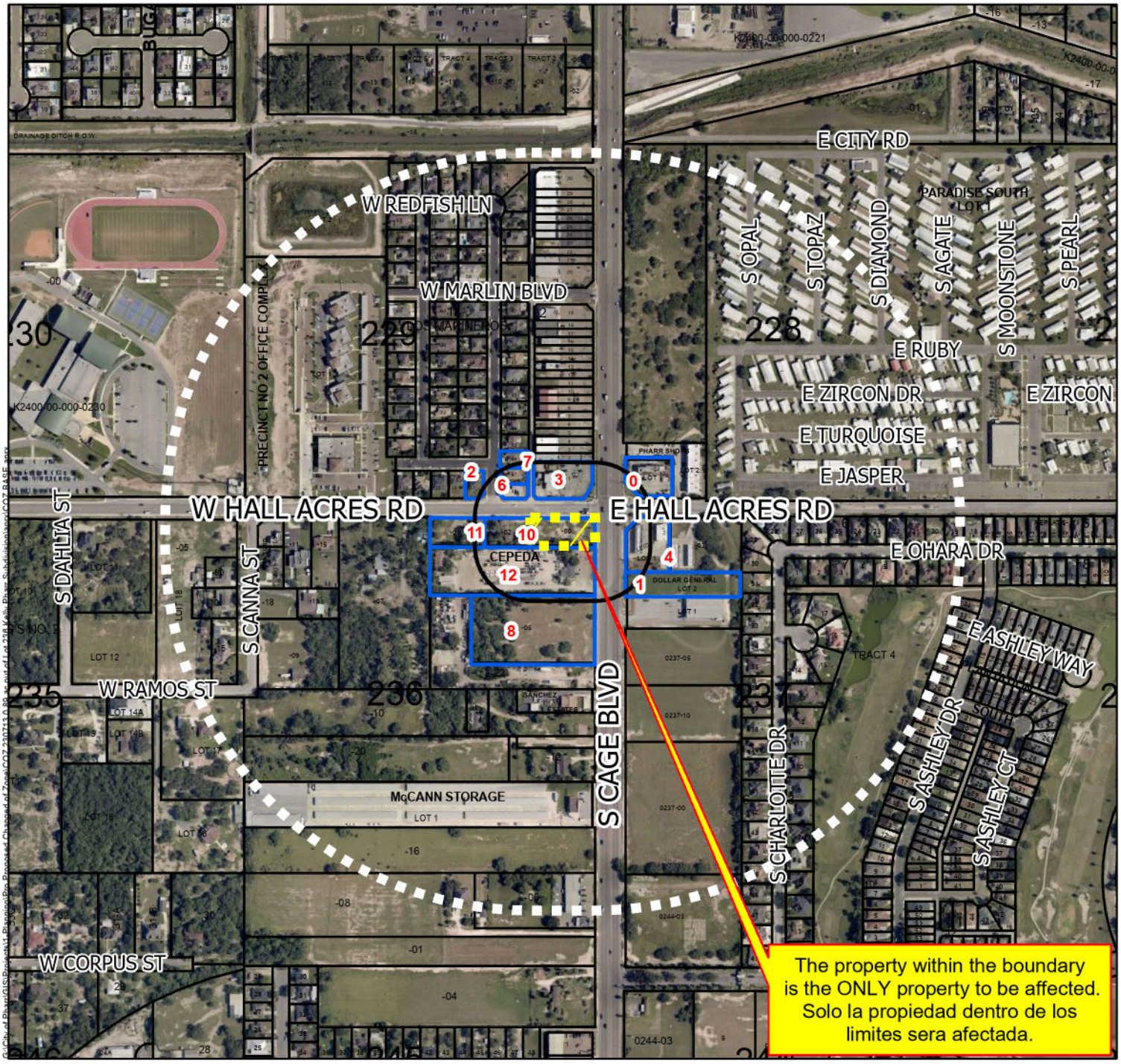
		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?	X	
5	Will 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 Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, has adequate ingress and egress and will be compatible with currounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Daniel Garza	**August 1, 2023**
PREPARED BY	DATE

Proposed Change of Zone
0.89 ac, out of Lot 236, Kelly-Pharr Subdivision
Javier Loyde



Zoning

LandUse

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

FUTURELAND

- Irrigation
- Agriculture
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- Manufactured Homes
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- Commercial
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- ROW
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- Quarter Mile Radius
- 200 ft Notification Radius
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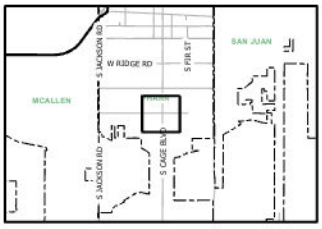


City of Pharr, Texas
Engineering Department
956.402.4242

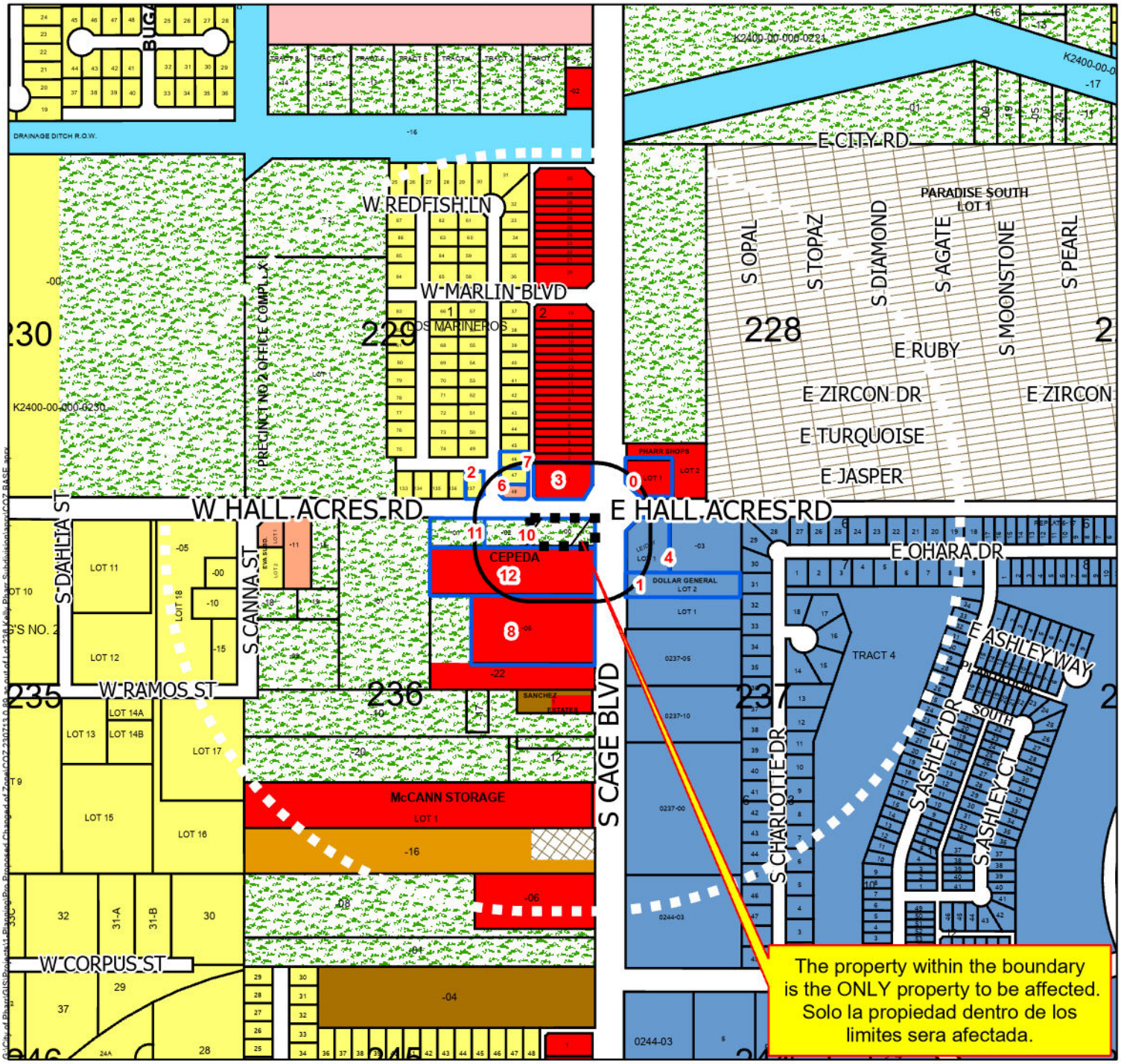
Date: 8/8/2023

Scale: 1:6,206

0 260 520 1,040 1,560 2,080 Feet

Proposed Change of Zone
0.89 ac, out of Lot 236, Kelly-Pharr Subdivision
Javier Loyde

Zoning



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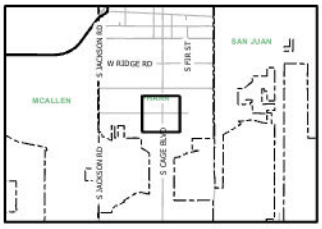

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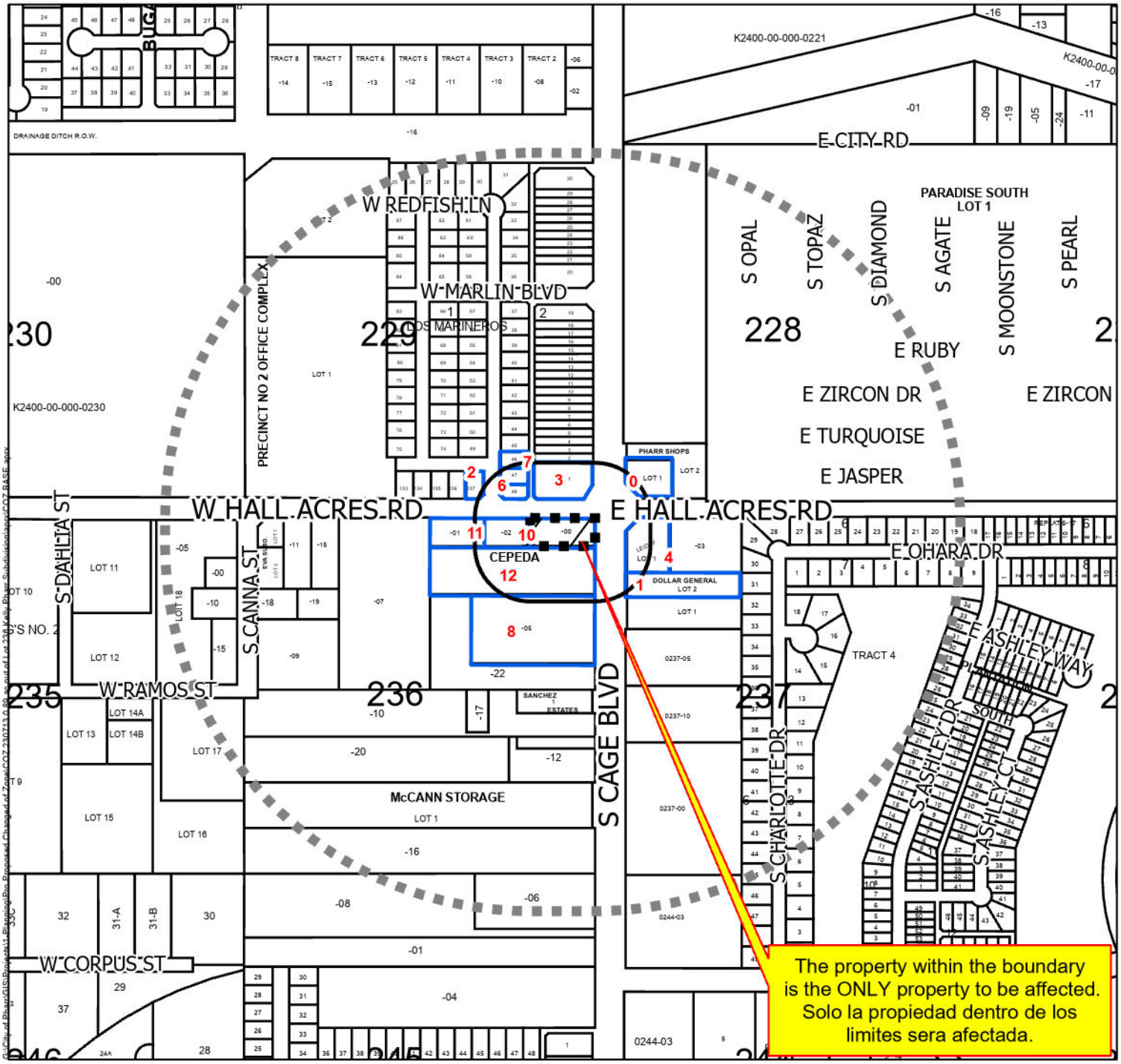

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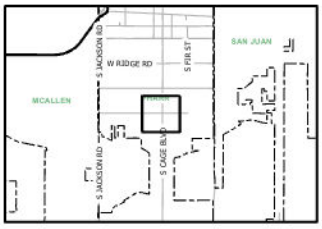

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City of Pharr, Texas
Engineering Department
956.402.4242

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Pharr Engineering

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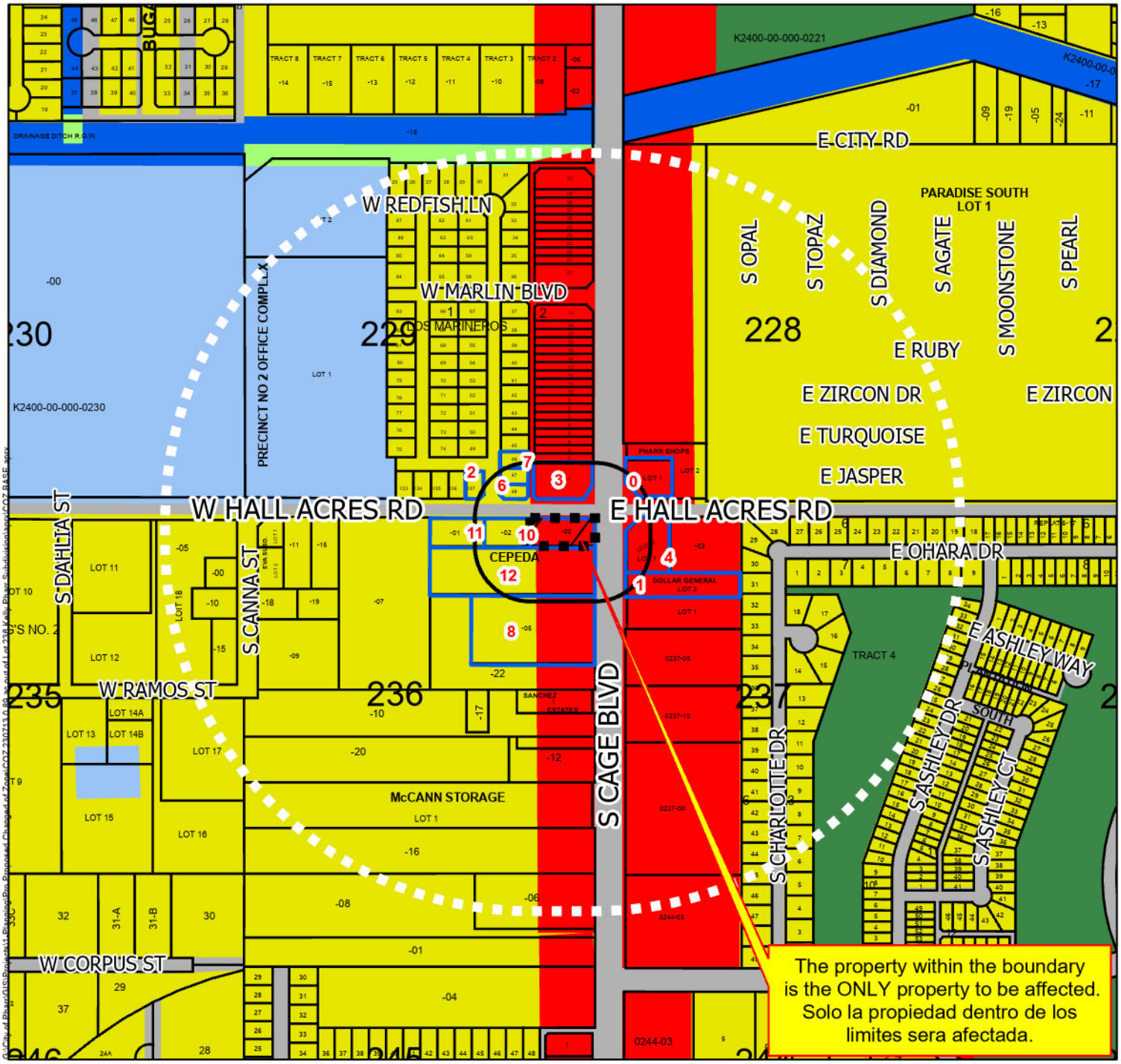

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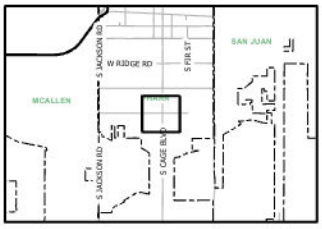

Scale: 1:6,206

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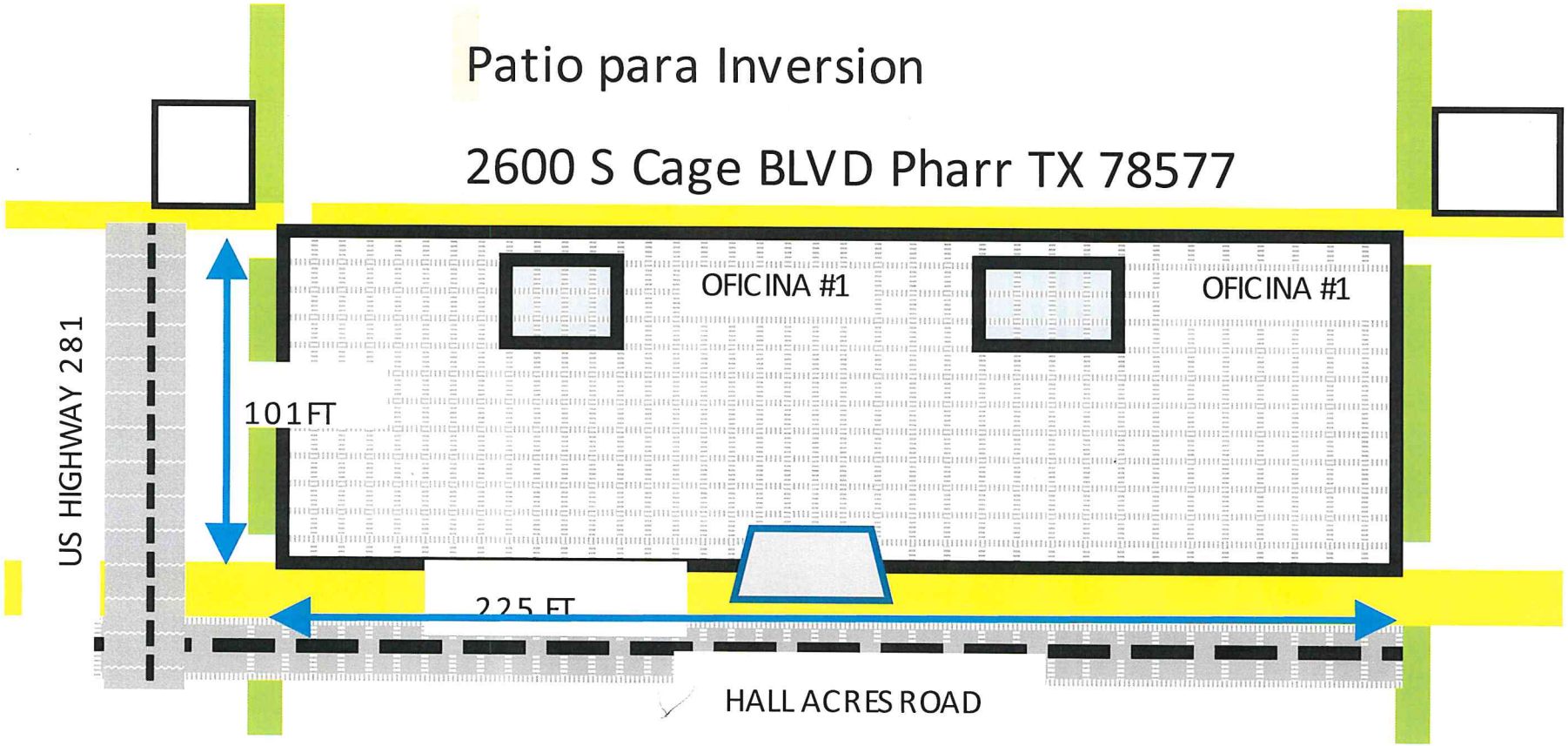
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 8/8/2023

Patio para Inversion

2600 S Cage BLVD Pharr TX 78577



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.N.3.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Steve Spoor, representing JJAB Limited Family Partnership, LLC, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C). The property is legally described as being 1.02 acres, more or less, out of Lots 14 and 15, L.R. Bell Subdivision "E", Pharr, Hidalgo County, Texas. The property's physical address is 1313 East Alan Street. COZ#230712 **This item supports EV - Economic Vitality.**

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

Issue: Steve Spoor, representing JJAB Limited Family Partnership, LLC, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C) in order to develop and construct commercial uses on the property.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from Single-Family Residential District (R-1) to General Business District (C) as the property meets area requirements, has adequate ingress and egress and will be compatible with our Future Land Use Plan. 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 Single-Family Residential District (R-1) to General Business District (C) at the meeting on August 14, 2023. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 8/15/2023
Ricardo Rodriguez	Approved - 8/15/2023

City Management Office Final Approval - 8/18/2023

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, AUGUST 21, 2023**

TO: **MAYOR AND CITY COMMISSION**

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

THROUGH: **JONATHAN FLORES, INTERIM CITY MANAGER**

SUBJECT: **Re-zoning Request: From Single-Family Residential District (R-1) to General Business District (C). The property is legally described as being 1.02 acres, more or less, out of Lots 14 and 15, L.R. Bell Subdivision "E", Pharr, Hidalgo County, Texas. The property's physical address is 1313 East Alan Street. COZ#230712**

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:

Steve Spoor, representing JJAB Limited Family Partnership, LLC, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to General Business District (C) in order to develop and construct commercial uses on the property.

The subject site is located on the northwest corner of East Alan Avenue and North Veterans Boulevard and has a physical address of 1313 East Alan Avenue. The property is legally described as being 1.02 acres, more or less, out of Lots 14 and 15, L.R. Bell Subdivision "E", Pharr, Hidalgo County, Texas.

The property has frontage along East Alan Avenue and North Veterans Boulevard. East Alan Avenue is a 50-60 ft. wide local street which runs east and west with a posted speed limit of 20-30 miles per hour as identified in the City of Pharr's Thoroughfare Plan. North Veterans Boulevard is a 100 ft. wide minor arterial street which runs north and south with a posted speed limit of 30-45 miles per hour.

The property and the properties to the west and south were zoned Single-Family Residential District (R-1) upon annexation on October 19,1982. The property to the north was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on January 20, 2020. The property to the east is outside the City of Pharr City Limits. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial uses 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 July 28, 2023, and a legal notice was published in the Advance News Journal on July 24, 2023. Staff received no response to the letters or the legal notice.

Development Services recommended approval of the request to re-zone from Single-Family Residential District (R-1) to General Business District (C) as the property meets area requirements, has adequate ingress and egress and will be compatible with our Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Single-Family Residential District (R-1) to General Business District (C) at the meeting on August 14, 2023. There were six members present and voting.

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

STEVE SPOOR	**SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1)**
APPLICANT	CURRENT ZONE
1313 EAST ALAN STREET	**GENERAL BUSINESS DISTRICT (C)**
ADDRESS	PROPOSED ZONE

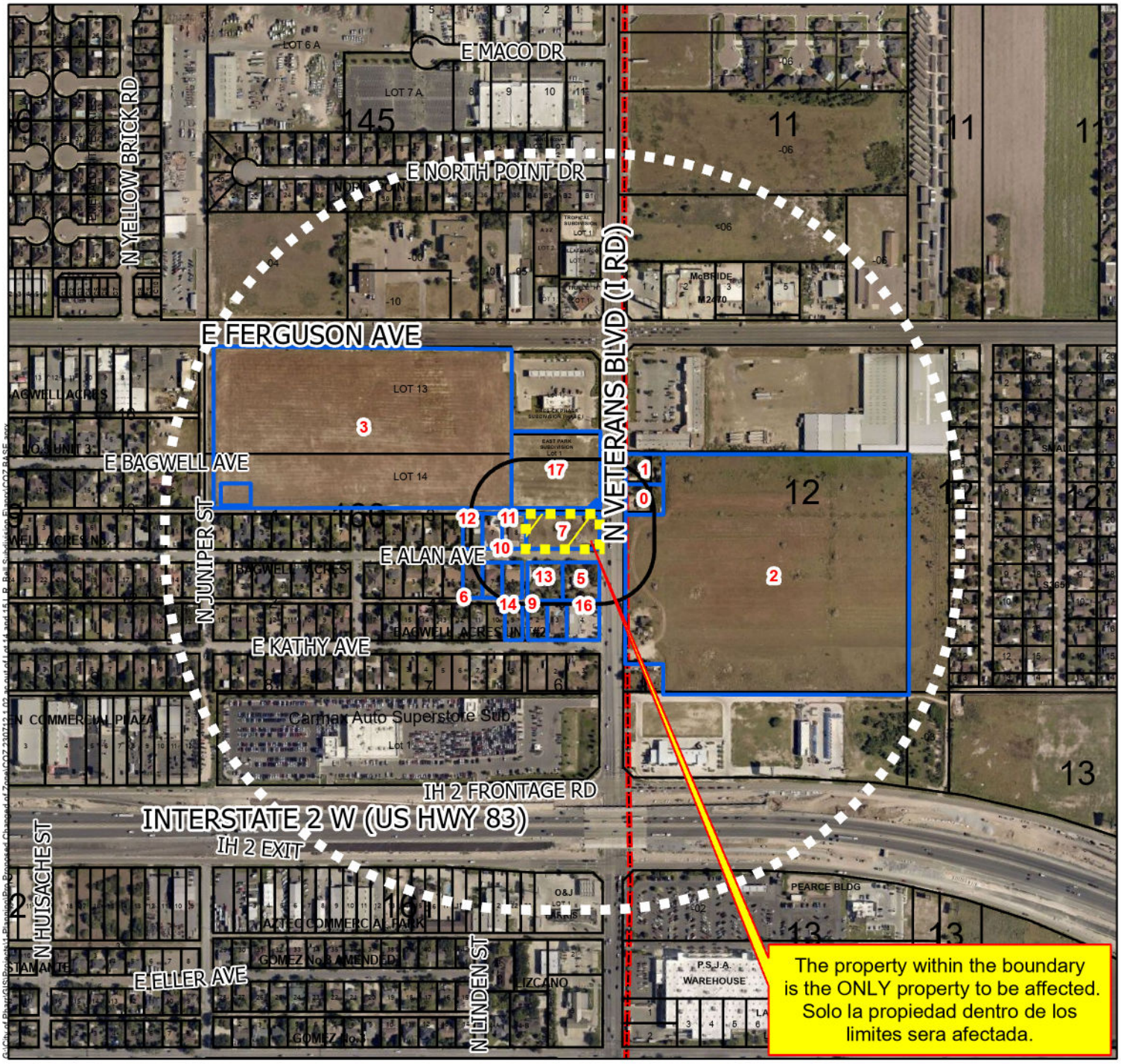
		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?	X	
5	Will 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 Single-Family Residential District (R-1) to General Business District (C) as the property meets area requirements, has adequate ingress and egress and will be compatible with currounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Daniel Garza	**August 1, 2023**
PREPARED BY	DATE

Proposed Change of Zone
1.02 acres, out of Lot 14 and 15, L.R. Bell Subdivision E
Steve Spoor



Zoning

LandUse

- Agricultural Open Space
- Business
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- General Business
- Government Owned
- HUD-Code Manufactured Home
- Heavy Commercial
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- Residential Multi-Family High Density
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- Single Family Residential - Estate
- Single Family Residential-Small Lot
- Townhouse Residential

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
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- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Quarter Mile Radius
- 200 ft Notification Radius
- Notified Properties

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 8/8/2023

Scale: 1:6,281

0 260 520 1,040 1,560 2,080 Feet

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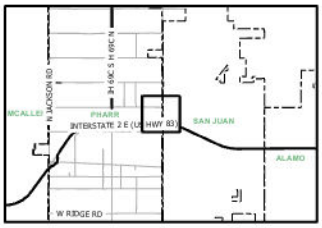

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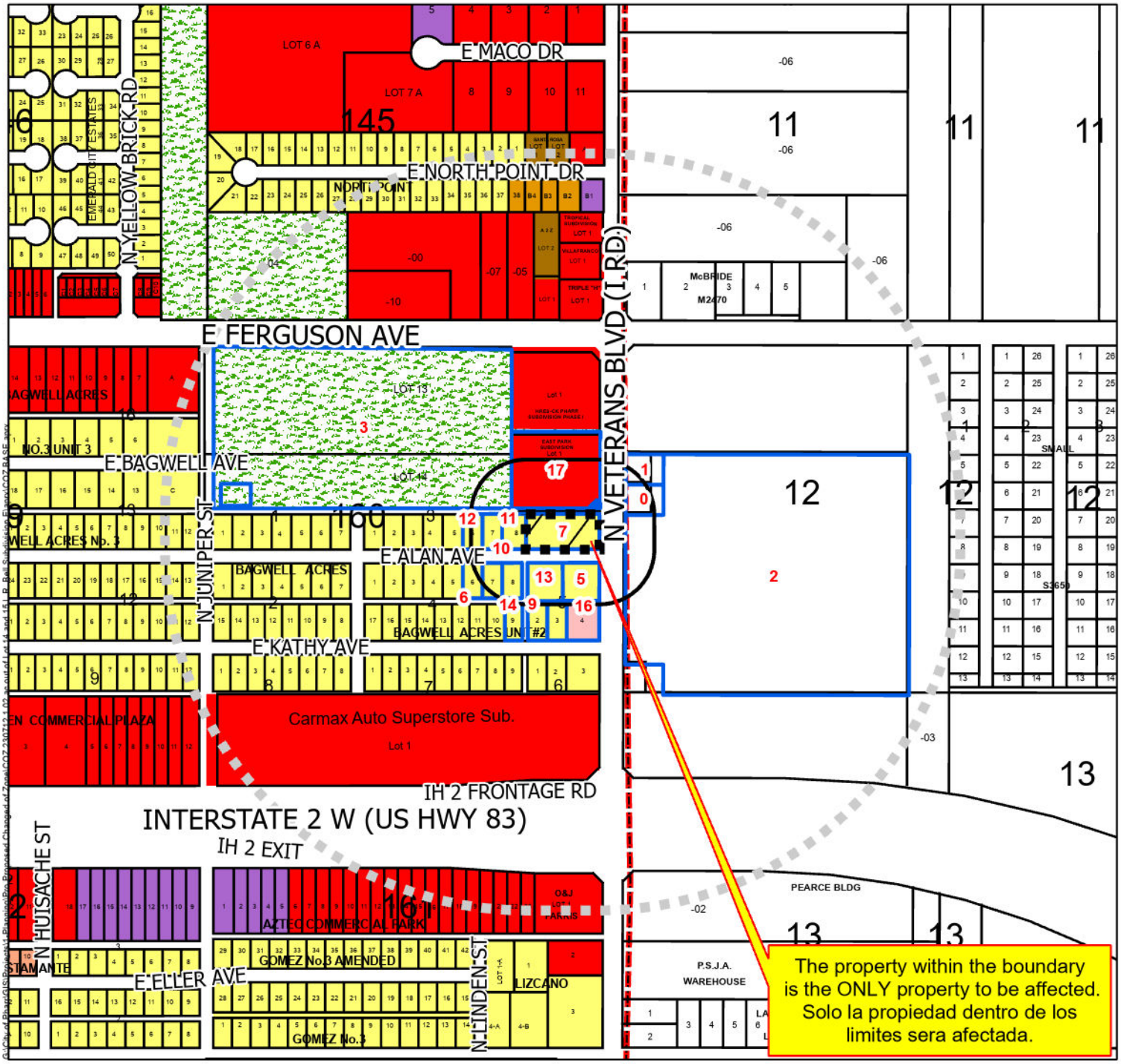
Zoning



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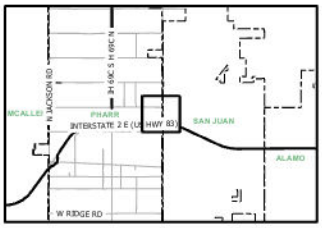

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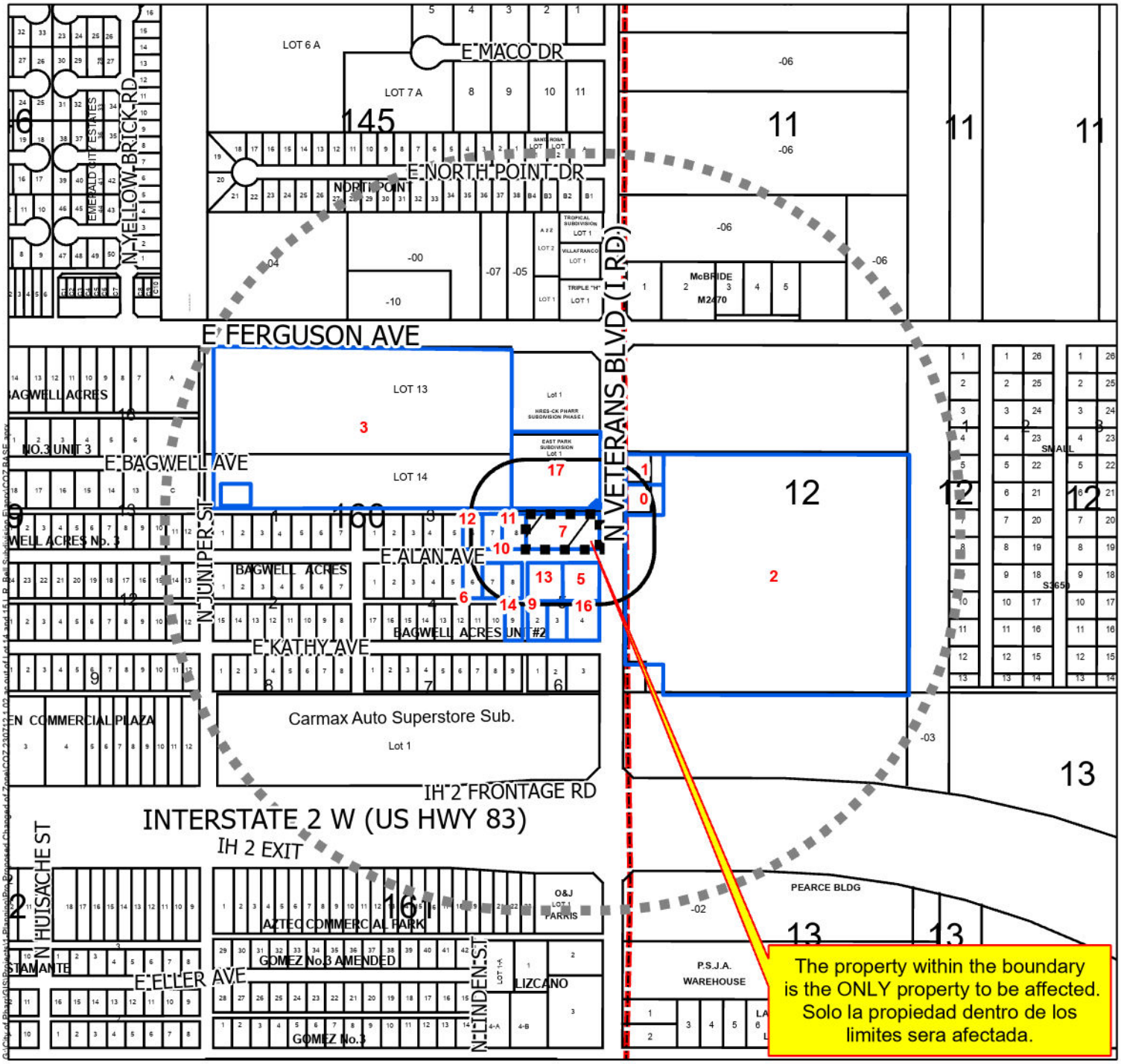

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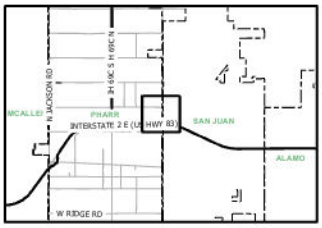

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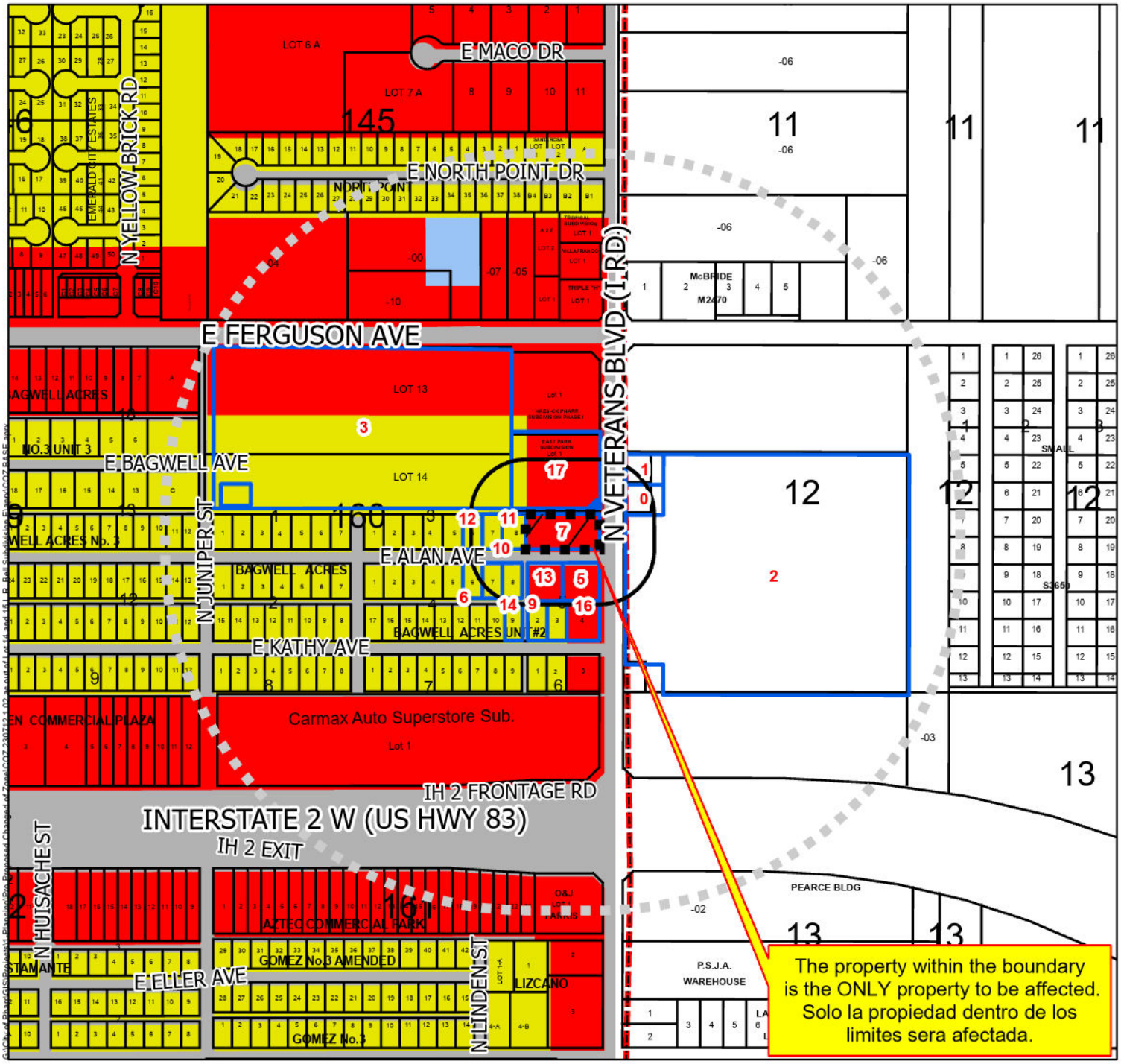
Pharr Engineering

Future Land Use



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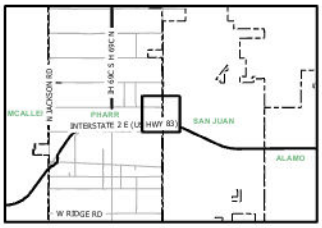
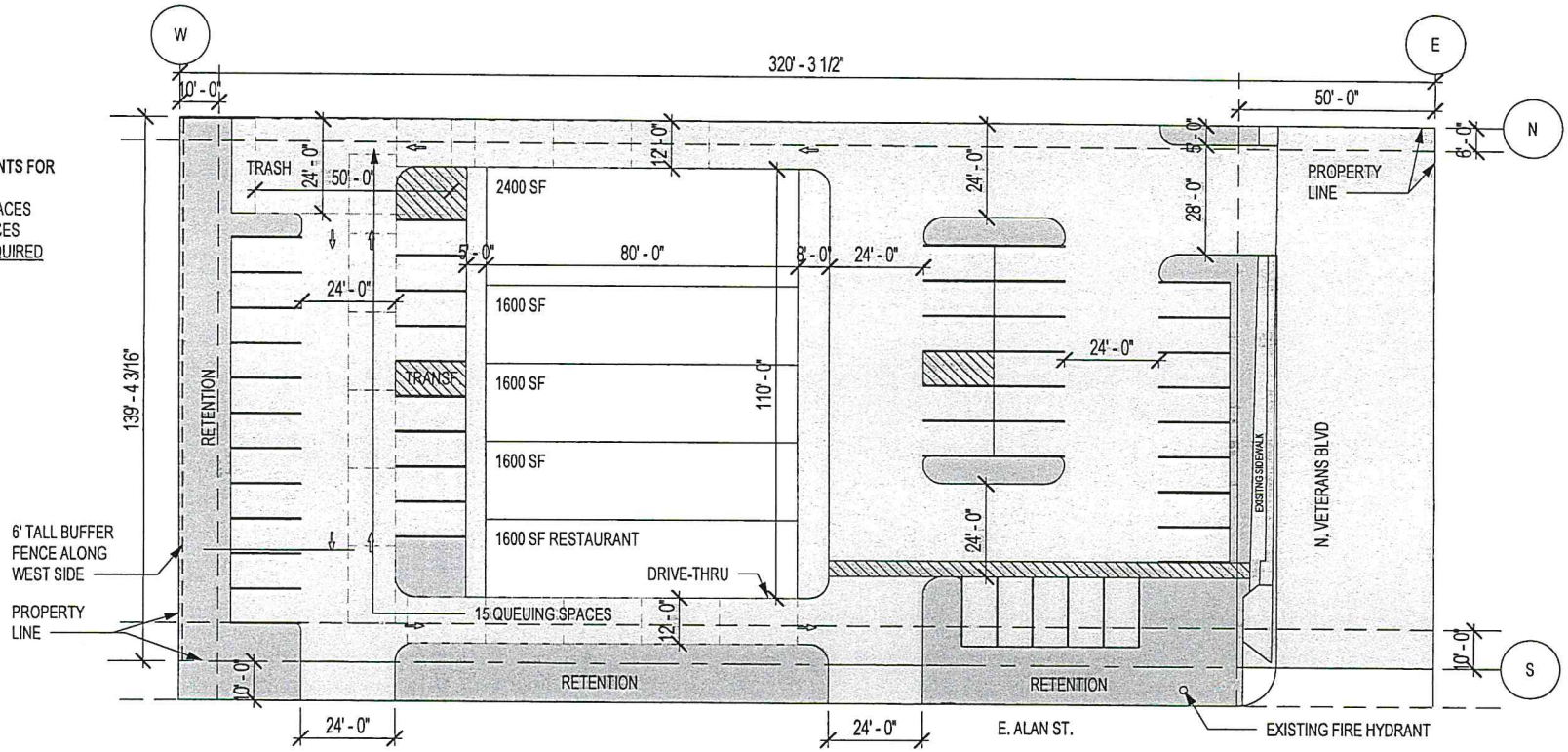


PARKING REQUIREMENTS FOR 8,800 SF BUILDING:
1 RESTAURANT: 16 SPACES
COMMERCIAL: 26 SPACES
42 TOTAL SPACES REQUIRED
43 SPACES PROVIDED



N

0' 8' 16' 32'

1" = 30'-0"

DUNCAN ARCHITECTS

CONCEPT DESIGN FOR COMMERCIAL KITCHEN BUILDING AT [illegible]
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

SITE PLAN CONCEPT 4

06/16/23

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.N.4.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Pablo Soto Jr., representing Pablo Quintanilla Salinas & Claribel Salinas, owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). The property is legally described as being 0.45 acres, more or less, out of Lot 144, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2400 North Veterans Boulevard. COZ#230607
This item supports EV - Economic Vitality.

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

Issue: Pablo Soto Jr., representing Pablo Quintanilla Salinas & Claribel Salinas, owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) in order to construct a single-family residence.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) 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 Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) at the meeting on August 14, 2023. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 8/15/2023
Ricardo Rodriguez	Approved - 8/15/2023

City Management Office Final Approval - 8/18/2023

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, AUGUST 21, 2023**

TO: **MAYOR AND CITY COMMISSION**

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

THROUGH: **JONATHAN FLORES, INTERIM CITY MANAGER**

SUBJECT: **Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). The property is legally described as being 0.45 acres, more or less, out of Lot 144, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2400 North Veterans Boulevard. COZ#230607**

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:

Pablo Soto Jr., representing Pablo Quintanilla Salinas & Claribel Salinas, owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) in order to construct a single-family residence.

The subject site is located on the west side of North Veterans Boulevard, approximately 1,300 ft. north of East Ferguson Avenue and has a physical address of 2400 North Veterans Boulevard. The property is legally described as being 0.45 acres, more or less, out of Lot 144, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Veterans Boulevard, a 100 ft. wide minor arterial street which runs north and south with a posted speed limit of 30 to 45 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property to the west was zoned Agricultural and/or Open Space District (A-O) upon annexation on December 19, 1972. The property to the north was zoned Mobile Home District (R-MH) upon annexation on December 19, 1972. The property to the south was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on October 16, 1990. The property to the east is outside the city limits. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for right-of-way uses in the Land Use Plan.

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

Twenty (20) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on July 28, 2023, and a legal notice was published in the Advance News Journal on July 24, 2023. Staff received no response to the letters or the legal notice.

Development Services recommended approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) 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.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) at the meeting on August 14, 2023. There were six members present and voting.

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

PABLO SOTO J.R.	**AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O)**
APPLICANT	CURRENT ZONE
2400 NORTH VETERANS BOULEVARD	**SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1)**
ADDRESS	PROPOSED ZONE

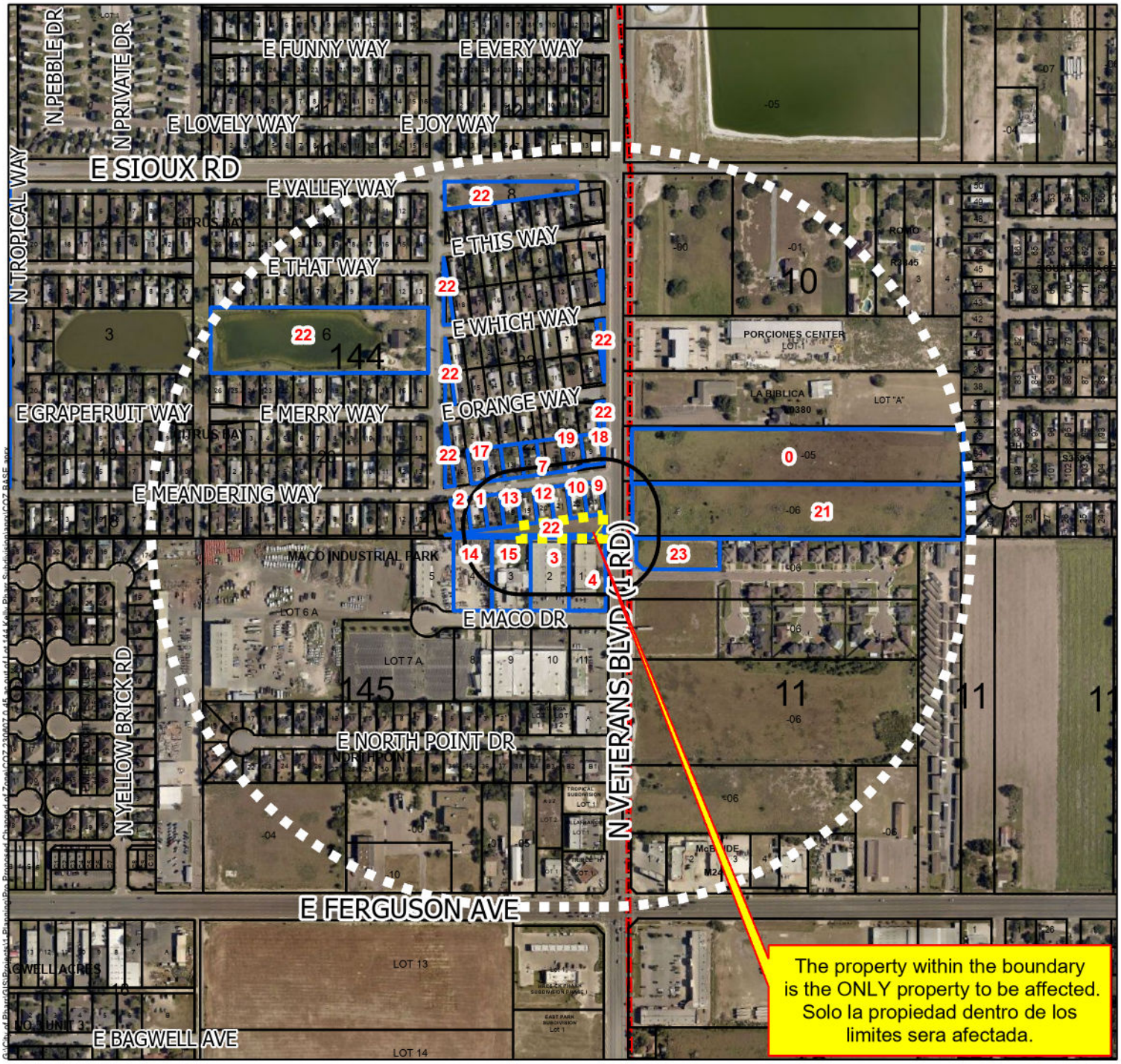
		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?	X	
5	Will 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 Agricultural and/or Open Space Distirct (A-O) to Single-Family Residential District (R-1) as the property meets area requirements, has adequate ingress and egress and will be compatible with currounding properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Daniel Garza	**August 1, 2023**
PREPARED BY	DATE

Proposed Change of Zone
0.45 ac, out of Lot 144, Kelly-Pharr Subdivision
Pablo Soto Jr



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City of Pharr, Texas
Engineering Department
956.402.4242

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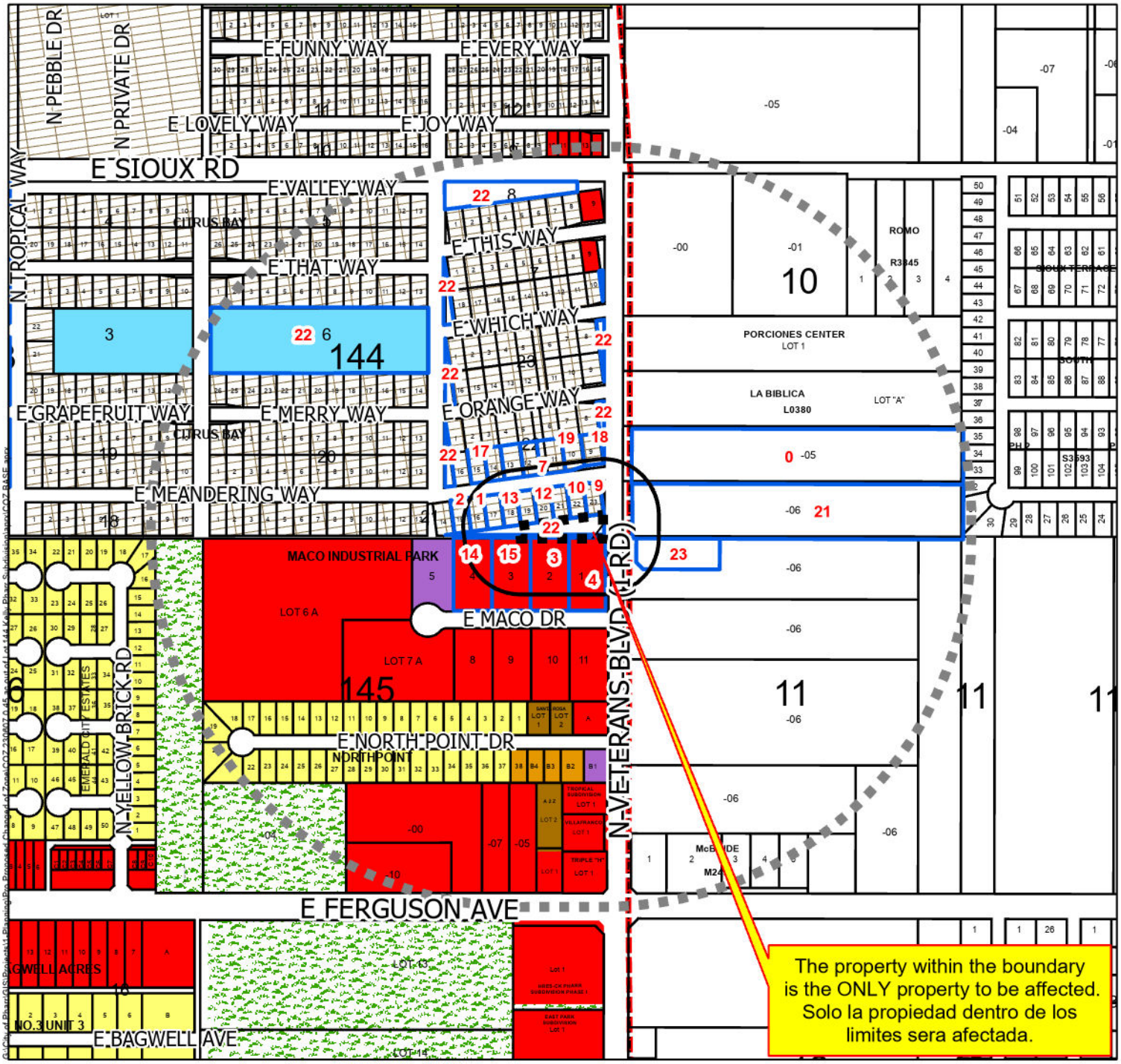

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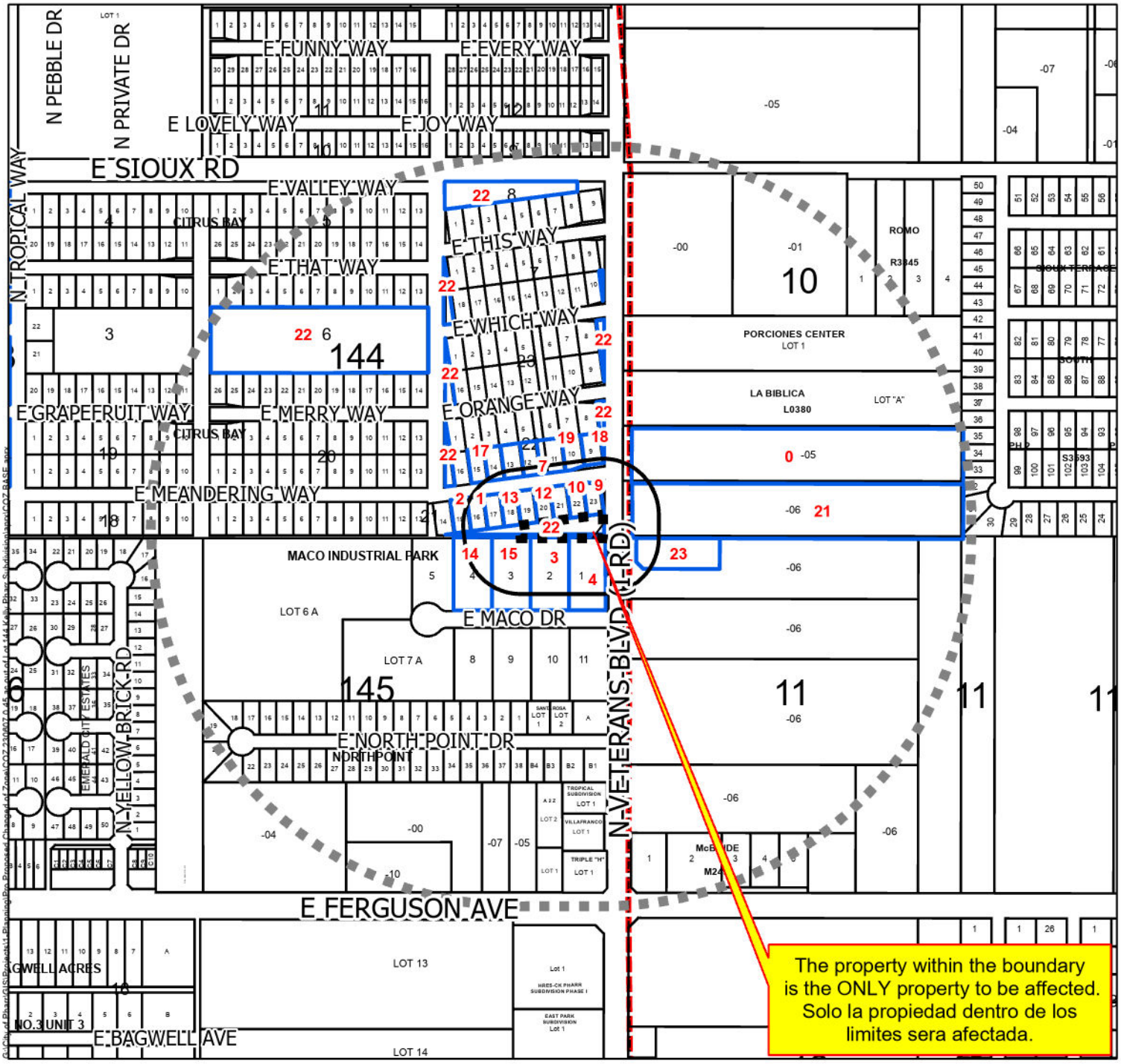

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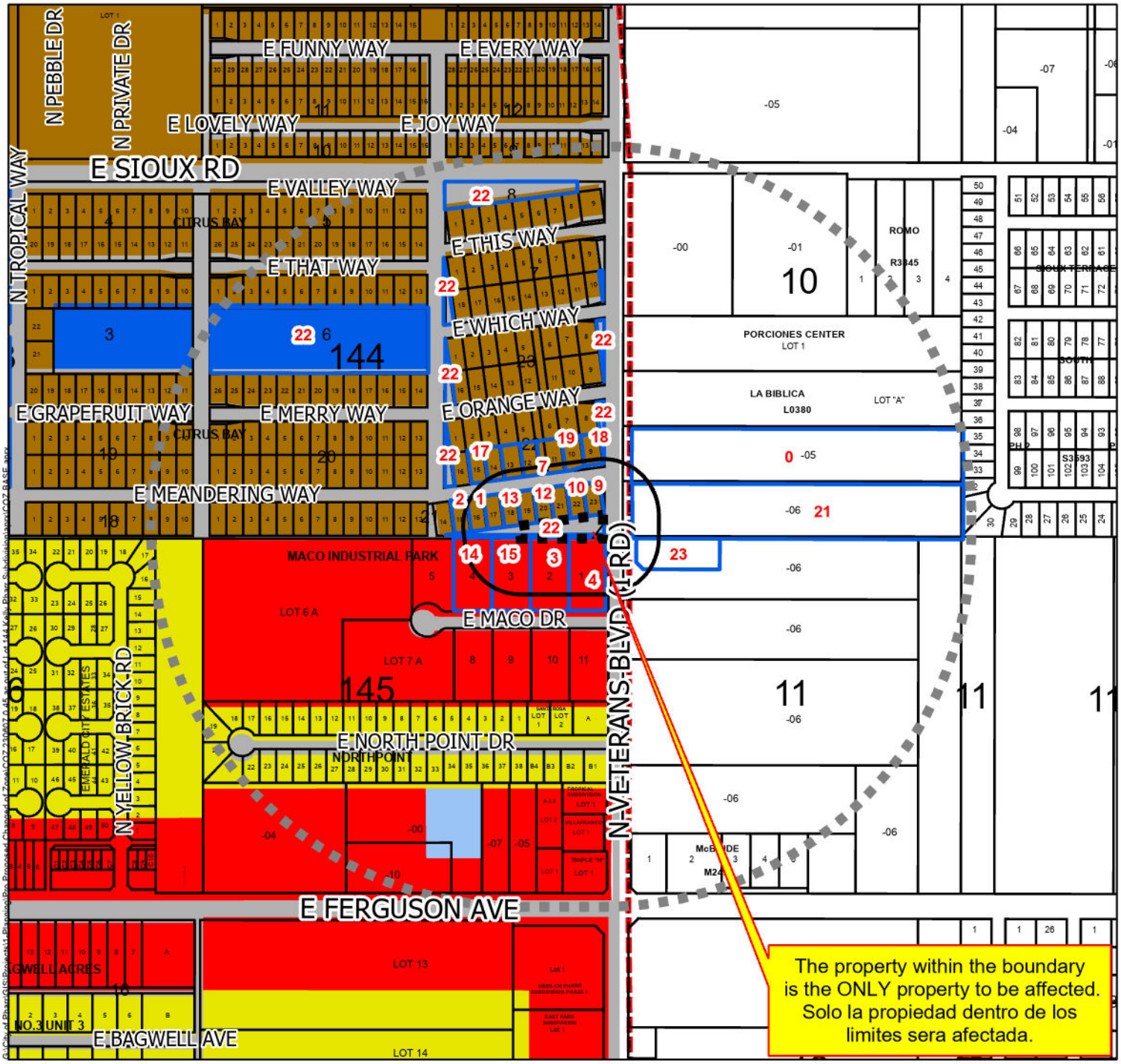

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0 255 510 1,020 1,530 2,040 Feet

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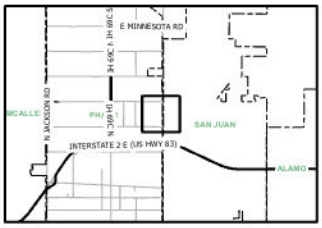
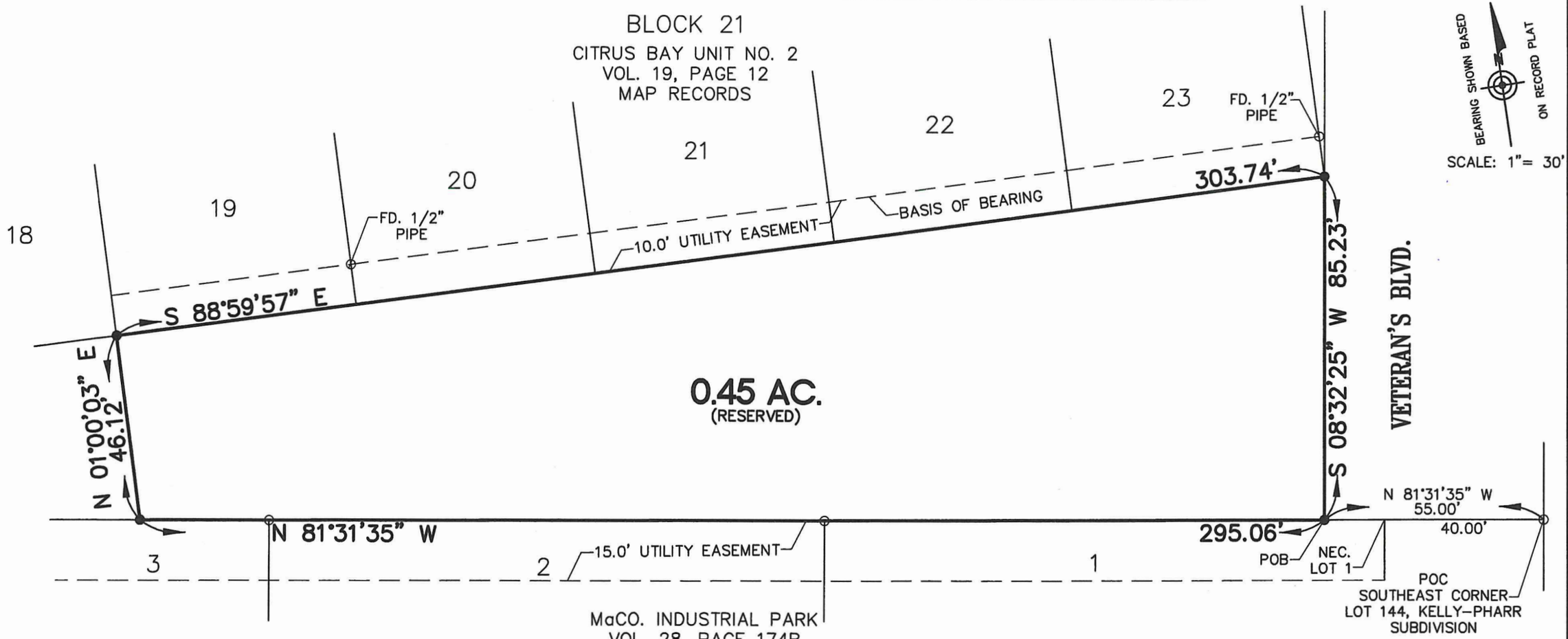




PLAT SHOWING

A 0.45 ACRE TRACT OF LAND OUT OF LOT 144, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, ALSO KNOWN AS RESERVED LYING SOUTH OF AND ADJACENT TO LOTS 19, 20, 21, 22, AND 23, BLOCK 21, CITRUS BAY UNIT NO. 2, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 19, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

OWNER: PABLO QUINTANILLA SALINAS
& CLARIBEL PEREZ

JOB NUMBER
SUR 23 093

FLOOD ZONE DESIGNATION: ZONE "B"
COMMUNITY-PANEL NUMBER: 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

LEGEND

- ○ – FD. 5/8" IRON ROD
- ● – SET 1/2" IRON ROD WITH YELLOW STAMPED RPLS 4541

I, PABLO SOTO JR., CERTIFY 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.

6/21/2023

PABLO SOTO JR. — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4541

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

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.O.
DATE SUBMITTED:
MEETING DATE: August 21, 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 #: 5.O.1.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden & Hunt Inc., representing Jose Alberto Vela, is requesting final plat approval of the proposed T.L.C. Pharr Subdivision. The property is legally described as being 3.317 acres out of Lots 15 and 17, Pharr Citrus Orchards Co. Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1300 Block of West Sam Houston Avenue. SUB#201238 **This item supports EV - Economic Vitality.**

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

Issue: Melden & Hunt Inc., representing Jose Alberto Vela, is requesting final plat approval of the proposed T.L.C. Pharr Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed T.L.C. Pharr Subdivision subject to the listed conditions.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed T.L.C. Pharr Subdivision at their meeting on August 14, 2023. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 8/15/2023
Ricardo Rodriguez	Approved - 8/15/2023
City Management Office	Final Approval - 8/15/2023

MEMORANDUM

DATE: MONDAY, AUGUST 21, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, INTERIM CITY MANAGER

SUBJECT: T.L.C. PHARR SUBDIVISION
FILE NO. **SUB#201238**

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing, Jose Alberto Vela, is requesting final plat approval of the proposed T.L.C. Pharr Subdivision.

LEGAL DESCRIPTION: The property is legally described as being 3.317 acres out of Lots 15 and 17, Pharr Citrus Orchards Co., Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1300 Block of West Sam Houston Ave.

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

PROPERTY PROPOSED USE: Retail space.

VARIANCES: None requested.

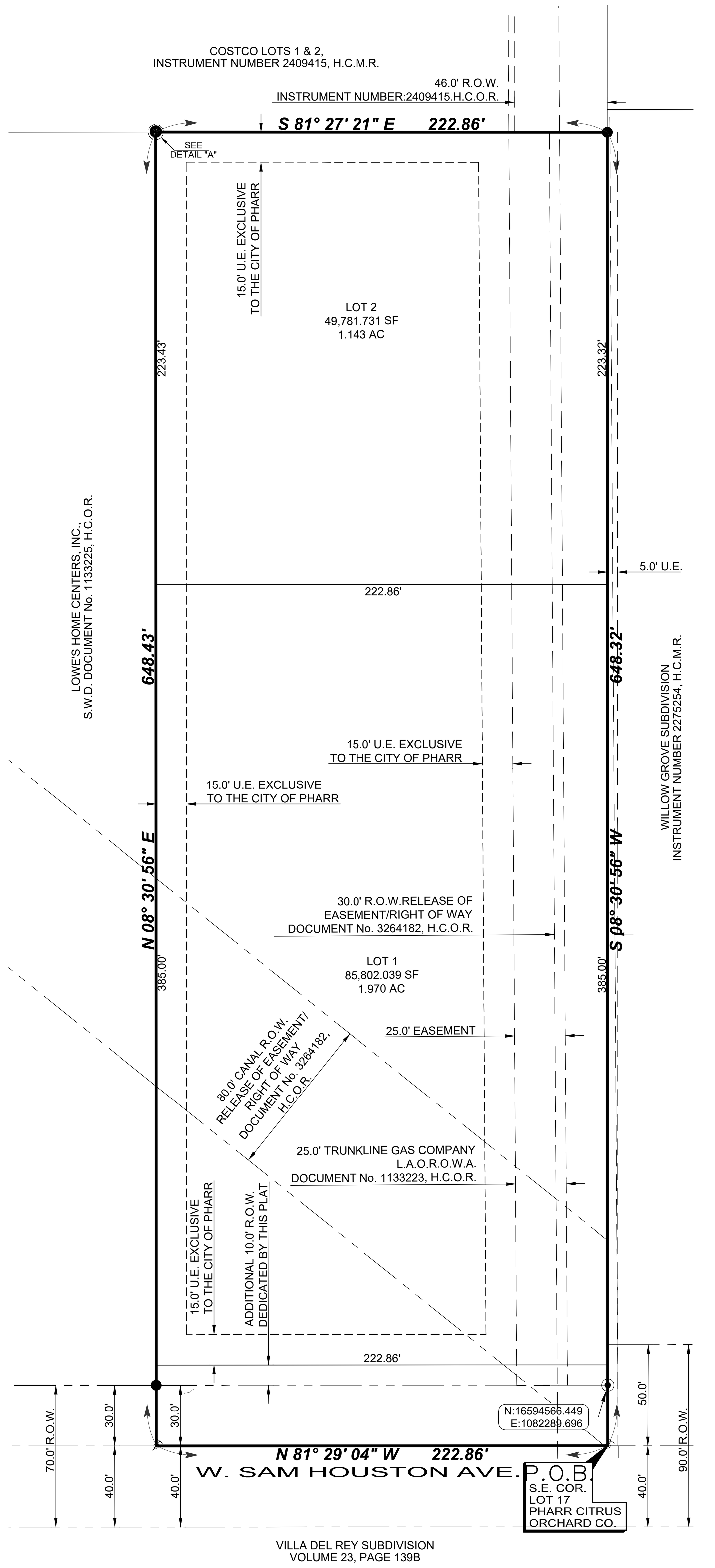
RECOMMENDATIONS: Development Services recommends final plat approval of the proposed T.L.C. Pharr Subdivision subject to the following conditions:

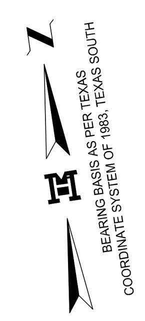
STREETS, PAVING AND R.O.W.:	1. In compliance.
EASEMENTS:	1. In compliance.
SIDEWALK:	1. In compliance.
ADA:	
FIRE PROTECTION:	1. In compliance.
WATER:	1. In compliance.
SEWER:	1. In compliance.
DRAINAGE:	1. In compliance.
OTHER:	1. In compliance.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed T.L.C. Pharr Subdivision at their meeting on August 14, 2023.

SUBDIVISION MAP OF
T.L.C. PHARR SUBDIVISION

BEING A 3.317 ACRES OUT OF
LOTS 15 AND 17,
PHARR CITRUS ORCHARDS Co.,
VOLUME 1, PHARR 9, H.C.M.R.
CITY OF PHARR,
HIDALGO COUNTY, TEXAS





SCALE: 1" = 50'

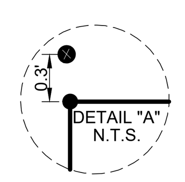
NOTES:

1. SETBACKS: AS PER CITY OF PHARR ORDINANCE
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS IS: 18" ABOVE TOP OF CURVE MEASURED AT FRONT CENTER OF LOT.
3. THIS SUBDIVISION IS IN FLOOD ZONE "B". FLOOD ZONE "B" ARE AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

   COMMUNITY-PANEL NUMBER: 480347 0005 C
   MAP REVISED: OCTOBER 19, 1982
4. BENCH-MARK: CITY OF PHARR BM # 41 ALUMINUM DISK LOCATED ON THE NORTH SIDE OF SAM HOUSTON BLVD. APPROXIMATELY 60 FEET EAST OF THE SOUTHEAST CORNER OF THIS PROPERTY.
   ACTUAL N: 16594557.838 E: 1082341.543
   ELEV: 112.70 (GEO ID) 1999. AS PER THE CITY OF PHARR.
5. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 33,841 ACRES AND A VOLUME OF APPROXIMATELY 0.77 ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT." THE DETENTION REQUIRED WILL BE 22,179.78 CUBIC FEET FOR LOT 1 AND 11,661.22 CUBIC FEET FOR LOT 2.
6. 5.0-FOOT SIDEWALK WITH A.D.A. RAMPS AND LANDINGS WILL BE REQUIRED TO BE CONSTRUCTED WITHIN SUBDIVISION CONSTRUCTION PHASE.
7. NO STRUCTURES ALLOWED OVER ANY EASEMENT.
8. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
9. OWNER'S TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
10. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
11. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
12. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO MEET ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
13. DEVELOPER TO CONSTRUCT FENCE FOR LOTS ABUTTING / FRONTING ANY DRAIN DITCH REGARDLESS OF WHO OWNS. IT.
14. OWNERS ARE TO MAINTAIN DETENTION/RETENTION AREAS.
15. PROVIDE STEEL CASING FOR PORTIONS OF WATERLINE UNDER DRIVEWAYS.

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- N.W. COR. - NORTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- W.D. - WARRANTY DEED
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT



HIDALGO COUNTY IRRIGATION DISTRICT No. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2
ON THIS THE_____________DAY OF_________________________________ 20_________.

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

PRESIDENT ATTEST: SECRETARY

METES & BOUNDS

A TRACT OF LAND CONTAINING 3.317 ACRES SITUATED IN THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOTS 15 AND 17, PHARR CITRUS ORCHARDS CO., ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 9, HIDALGO COUNTY MAP RECORDS, SAID 3.317 ACRES WERE CONVEYED TO RAMCA, INC. BY VIRTUE OF A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 3142962, HIDALGO COUNTY OFFICIAL RECORDS, SAID 3.317 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL SET AT THE SOUTHEAST CORNER OF SAID LOT 17, FOR THE SOUTHEAST CORNER OF THIS TRACT;

1. THENCE, N 81° 29' 04" W ALONG THE SOUTH LINE OF SAID LOT 17 AND WITHIN THE EXISTING RIGHT-OF-WAY OF SAM HOUSTON BOULEVARD, A DISTANCE OF 222.86 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 08° 30' 56" E AT A DISTANCE OF 30.00 FEET PASS A NO. 4 REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF SAM HOUSTON BOULEVARD, CONTINUING A TOTAL DISTANCE OF 648.43 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;
3. THENCE, S 81° 27' 21" E ALONG THE SOUTH LINE OF COSTCO LOTS 1 & 2, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENTS NUMBER 2409415, HIDALGO COUNTY MAP RECORDS, A DISTANCE OF 222.86 FEET TO A NO. 4 REBAR FOUND FOR THE NORTHEAST CORNER OF THIS TRACT;
4. THENCE, S 08° 30' 56" W ALONG THE EAST LINES OF SAID LOTS 15 AND 17, AT A DISTANCE OF 618.32 FEET PASS AN IRON PIPE FOUND [NORTHING: 16594566.449, EASTING: 1082289.696] ON THE NORTH RIGHT-OF-WAY LINE OF SAM HOUSTON BOULEVARD, CONTINUING A TOTAL DISTANCE OF 648.32 FEET (648.49 FEET DEED CALL) TO THE POINT OF BEGINNING AND CONTAINING 3.317 ACRES, MORE OR LESS.

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

APPROVED THIS THE ______ DAY OF ______________ , 20 ____ .

DANNY WYLIE CHAIRMAN, PLANNING AND ZONING COMMISSION

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

AMBROSIO HERNANDEZ. DATE
MAYOR, CITY OF PHARR

ATTEST:

CITY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO:

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

JOSE ALBERTO VELA DATE:
2142 E. BUSINESS HIGH 83, SUIT 7
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO:

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

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO:

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

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

MARIO A. REYNA P.E. # 117368 DATE:
DATE PREPARED: 10-30-2020
ENGINEERING JOB No. 20170.01

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

DATED THIS THE______DAY OF_______________________, 20______.

ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No. 6238
STATE OF TEXAS
DATE SURVEYED: 8-19-2020
T-1010, PAGE. 39
SURVEYING JOB No. 20170.01

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

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

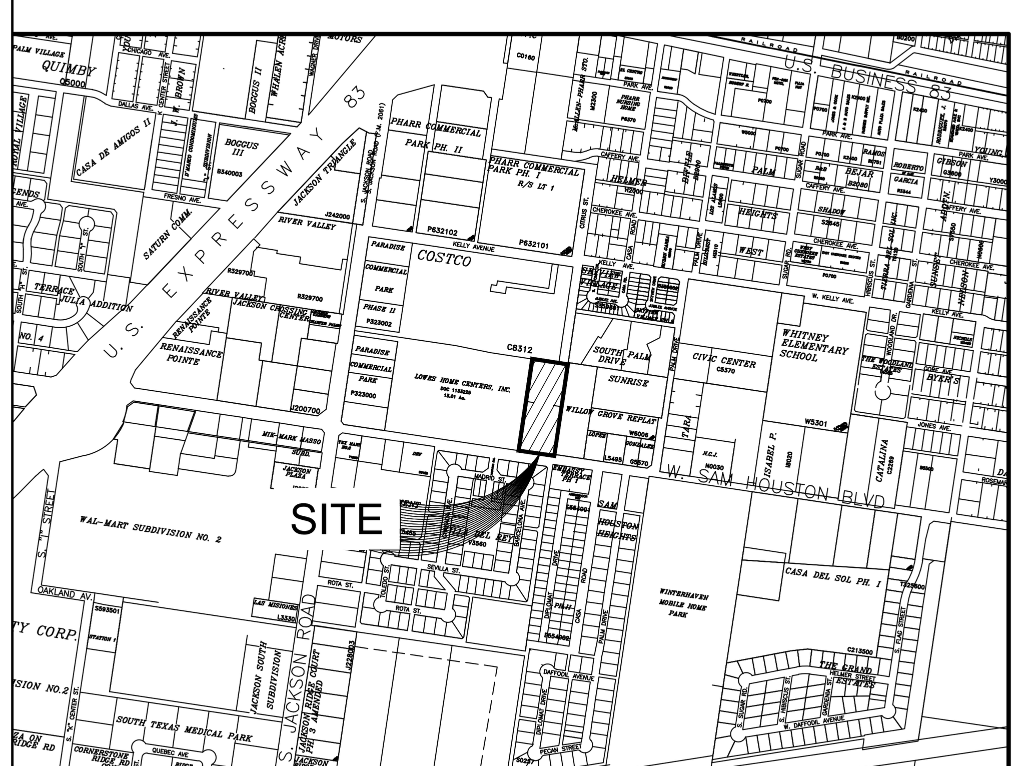
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

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

ON: _______________AT________________ AM/PM
INSTRUMENT NUMBER_________________________
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:___________________________________ DEPUTY



LOCATION MAP SCALE:1"=1000'

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

DRAWN BY: EM	DATE: 11-11-20.
SURVEY CHECKED BY: __________	DATE: 11-11-20.
FINAL CHECK __________	DATE: __________.

Y:\Land Development\Commercial\Pharr\20170 - TLC Pharmacy-Lot 1, Sam Houston Ave\Autocad files\20170.00-2.dwg, 2023 PM
DWG To PDF.pc3

Proposed Subdivision
T.L.C Pharr Subdivision
Melden & Hunt Inc. Engineering

G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed TLC Pharr Subdivision\MXDS_Proposed Base.mxd

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

City of Pharr, Texas
Engineering Department
956.702.5355

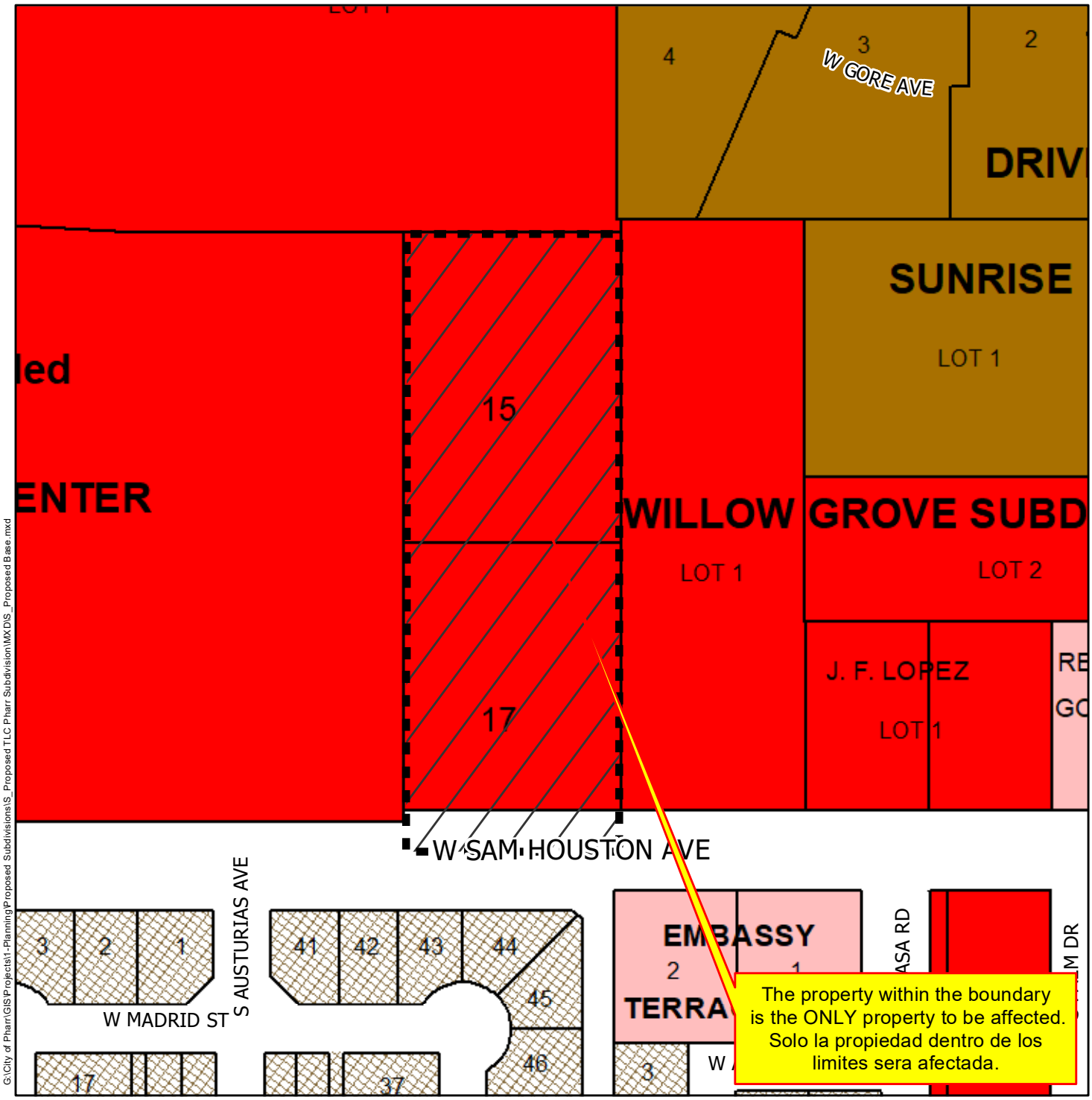
Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date: 5/4/2022

Proposed Subdivision
T.L.C Pharr Subdivision
Melden & Hunt Inc. Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed TLC Pharr Subdivision\MXDS_Proposed Base.mxd

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

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

N W E S

Date: 5/4/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.O.2.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: M2 Engineering, representing Roberto Garza, Managing Member for Garman Investments, LP, is requesting final plat approval of the proposed Palm Hills Subdivision. The property is legally described as being a 9.990 acre tract of land out of Lot 248, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1400 Block of West Javelina Drive. SUB#210933 **This item supports EV - Economic Vitality.**

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

Issue: M2 Engineering, representing Roberto Garza, Managing Member for Garman Investments, LP, is requesting final plat approval of the proposed Palm Hills Subdivision.

Fiscal Consideration: N/A

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

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Palm Hills Subdivision at their meeting on August 14, 2023. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 8/15/2023
Ricardo Rodriguez	Approved - 8/15/2023
City Management Office	Final Approval - 8/15/2023

`

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, AUGUST 21, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, INTERIM CITY MANAGER

SUBJECT: PALM HILLS SUBDIVISION
FILE NO. **SUB#210933**

GENERAL INFORMATION:

APPLICANT: M2 Engineering, representing Roberto Garza, Managing member for Garman Investments, LP, is requesting final plat approval of the proposed Palm Hills Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 9.990 acre tract of land out of Lot 248, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1400 Block of West Javelina Drive.

ZONING: The property is currently zoned Residential Multi-Family District (R-MF). The adjacent zones are Single Family Residential District (R-1) to the north and City limits to the east south and west. The property is designated for single family use in the Land Use Plan.

PROPERTY PROPOSED USE: Apartments.

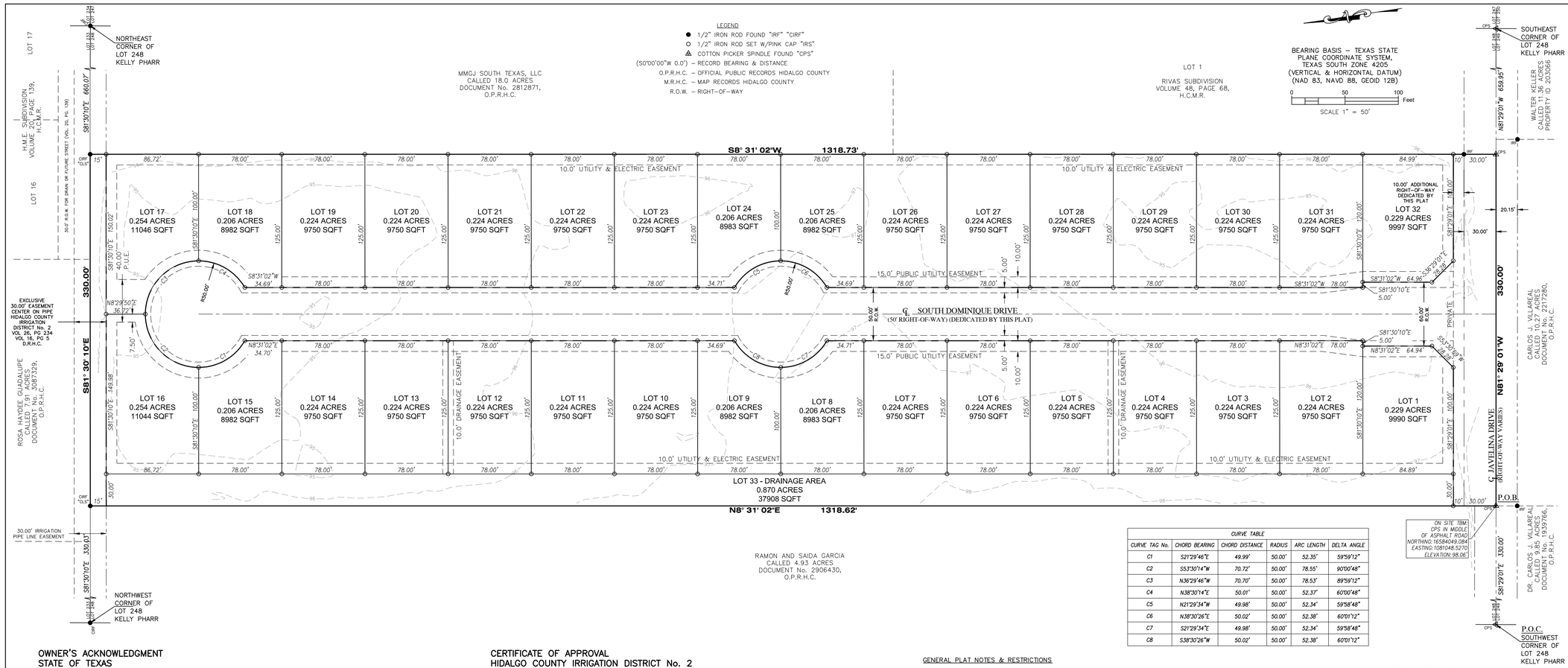
VARIANCES: None requested.

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

`

STREETS, PAVING AND R.O.W.:	1. In compliance.
EASEMENTS:	1. In compliance.
SIDEWALK: ADA:	1. In compliance.
FIRE PROTECTION:	1. In compliance.
WATER:	1. In compliance.
SEWER:	1. In compliance.
DRAINAGE:	1. In compliance.
OTHER:	1. In compliance.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Palm Hills Subdivision at their meeting on August 14, 2023.



CURVE TABLE					
CURVE TAG No.	CHORD BEARING	CHORD DISTANCE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	S21°29'46"E	49.99'	50.00'	52.35'	59°59'12"
C2	S53°30'14"W	70.72'	50.00'	78.55'	90°00'48"
C3	N36°29'46"W	70.70'	50.00'	78.53'	89°59'12"
C4	N38°30'14"E	50.01'	50.00'	52.37'	60°00'48"
C5	N21°29'34"W	49.98'	50.00'	52.34'	59°58'48"
C6	N38°30'26"E	50.02'	50.00'	52.38'	60°01'12"
C7	S21°29'34"E	49.98'	50.00'	52.34'	59°58'48"
C8	S38°30'26"W	50.02'	50.00'	52.38'	60°01'12"

PALM HILLS SUBDIVISION

BEING A 9.990 ACRE TRACT OUT OF LOT 248, KELLY–PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 3, PAGES 133 AND 134, MAP RECORDS, HIDALGO COUNTY, TEXAS

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

ON: _____ AT _____ AM/PM

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

BY: _____ DEPUTY

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE PALM HILLS SUBDIVISION TO THE CITY OF PHARR, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF ALL PRIVATE STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PRIVATE THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____ _____ _____

GARMAN INVESTMENTS, LP DATE
ROBERTO GARZA, MANAGING MEMBER
1804 N. 23rd STREET
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

_____

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

MAYOR CERTIFICATION

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

_____ _____

AMBROSIO HERNANDEZ DATE
MAYOR, CITY OF PHARR

_____ _____

ATTEST: CITY SECRETARY DATE

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS PALM HILLS SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON

THE _____ DAY OF _____, 2023 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____

DANNY WYLIE, CHAIRMAN
PLANNING CHAIRMAN AND ZONING COMMISSION

PREPARATION DATE: JUNE 2021
SUBMITTAL DATE: JULY 2021

CERTIFICATE OF APPROVAL
HIDALGO COUNTY IRRIGATION DISTRICT No. 2

THIS PLAT HAS BEEN APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT 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 RIGHT–OF–WAY OR EASEMENT.

_____ ATTEST: _____
PRESIDENT SECRETARY

CERTIFICATE OF APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

_____ _____

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

STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATION OF SURVEYOR

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

DATED THIS THE _____ DAY OF _____ 2023.

_____

MANUEL CARRIZALES, R.P.L.S. No. 6388
512–470–1489
fnfcad@gmail.com

STATE OF TEXAS REGISTERED MANUEL CARRIZALES 6388 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATION OF ENGINEER

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

DATED THIS THE _____ DAY OF _____, 2023.

_____ _____

EMIGDIO "MILO" SALINAS, P.E. DATE
LICENSED PROFESSIONAL ENGINEER No. 107703
FIRM REGISTERED No. F–19545

STATE OF TEXAS EMIGDIO SALINAS 107703 LICENSED PROFESSIONAL ENGINEER

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT: SUBJECT PROPERTY IS LOCATED IN ZONE "B". ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100–YEAR FLOOD AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

   COMMUNITY–PANEL NUMBER: 480334 0425 C,
   EFFECTIVE DATE: NOVEMBER 16, 1982.

2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CURB, OR 24" MEASURED AT THE CENTER OF THE LOT. WHICHEVER IS GREATER

3. BUILDING SETBACKS NOTE:
   MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
   FRONT: 20 FEET OR EASEMENT LINE. WHICHEVER IS GREATER;
   SIDE: 6 FEET OR EASEMENT LINE. WHICHEVER IS GREATER;
   REAR: 10 FEET OR EASEMENT LINE. WHICHEVER IS GREATER;
   CORNER: 10 FEET OR EASEMENT LINE. WHICHEVER IS GREATER;
   CUL–DE–SAC: 20 FEET OR EASEMENT LINE. WHICHEVER IS GREATER;

4. BENCH MARK NOTE:
   HORIZONTAL COORDINATES AND VERTICAL ELEVATION:
   TEXAS STATE PLANE SOUTH ZONE (4205), (NAD 83, NAVD 88 GEOID 12B) US SURVEY FEET

   TBM #1 – DESCRIPTION COTTON PICKER SPINDLE FOUND IN ASPHALT; LOCATED SOUTH OF THE SOUTHEAST CORNER OF SUBDIVISION.
   NORTHING: 16584049.084
   EASTING: 1081048.527
   ELEVATION: 98.06

5. DRAINAGE NOTE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND CITY OF PHARR DRAINAGE REQUIREMENTS, THIS DEVELOPMENT IS REQUIRED TO DETAIN A TOTAL OF 56,174 C.F (1.29 AC–FT.) OF STORM WATER RUNOFF. RUNOFF WILL BE DETAINED WITHIN THE DETENTION POND LOCATED ALONG THE EAST PROPERTY LINE OF THE PROPOSED SUBDIVISION. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT. DRAINAGE DETENTION AREA TO BE MAINTAINED BY HOA.

6. EASEMENTS NOTE:
   NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENTS. EASEMENTS 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 TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

7. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN REQUIREMENTS.

8. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.

9. ALL COMMON ACCESS, PARKING AND LANDSCAPE AREAS SHALL BE MAINTAINED BY THE LOT OWNER.

10. ALL LOT CORNERS MARKED WITH 1/2" DIAMETER IRON ROD WITH A PINK PLASTIC CAP STAMPED "C.L.S. RPLS 6388"

11. SHOULD ANY ENTITY HAVING AUTHORITY OVER THE RECORDED EASEMENTS DEDICATED HEREIN NEED TO REPAIR, REPLACE, INSTALL OR ANY WAY REQUIRED EXCAVATION ACCESS TO THE LINES HEREIN, THAT ENTITY SHALL HAVE RIGHT TO ACCESS THE EASEMENT WHICH MAY CAUSE INCIDENTAL DAMAGE TO PRIVATE PROPERTY IMPROVEMENTS INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SLABS, LANDSCAPING, AND PRIVATE IRRIGATION SYSTEMS. OWNER(S) OF PROPERTIES SHALL HOLD HARMLESS AND INDEMNIFY ANY SUCH ENTITY FROM THE DAMAGES AND/OR REPLACEMENT COST CAUSED BY NEEDED WORK.

METES AND BOUNDS

BEING A 9.990 ACRE TRACT OUT OF LOT 248, KELLY–PHARR SUBDIVISION, RECORDED IN VOLUME 3, PAGES 133 AND 134, MAP RECORDS, HIDALGO COUNTY, TEXAS, SAME BEING DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN CONVEYED TO GARMAN INVESTMENTS, LP, A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOCUMENT No. 3179129, OFFICIAL PUBLIC DEED RECORDS HIDALGO COUNTY, TEXAS, SAID 9.990 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND, THE SOUTHWEST CORNER OF THE SAID LOT 248,

THENCE, S81°29'01"E, ALONG THE SOUTH LINE OF SAID LOT 248, A DISTANCE OF 330.00 FEET TO A COTTON PICKER SPINDLE FOUND THE SOUTHEAST CORNER OF A CALLED 4.93 ACRE TRACT CONVEYED TO RAMON AND SAIDA GARCIA, RECORDED IN DOCUMENT NO. 2906430, OFFICIAL PUBLIC DEED RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT AND POINT OF BEGINNING;

THENCE, N08°31'02"E, ALONG THE EAST LINE OF SAID GARCIA TRACT, A DISTANCE OF 20.00 FEET PASS A 1/2 INCH IRON ROD WITH A PINK CAP SET ON THE NORTH RIGHT–OF–WAY OF W. JAVELINA DRIVE, CONTINUING FOR A TOTAL DISTANCE OF 1,318.62 FEET TO A 1/2 INCH IRON ROD SET, ON THE NORTH LINE OF SAID LOT 248, SAME BEING THE NORTHEAST CORNER OF SAID GARCIA TRACT, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, S81°30'10"E, ALONG THE NORTH LINE OF SAID LOT 248, A DISTANCE OF 330.00 FEET TO A 1/2 INCH IRON ROD WITH A PINK CAP SET ON THE NORTH LINE OF THE SAID LOT 248, THE NORTHWEST CORNER OF A CALLED 18.0 ACRE TRACT CONVEYED TO MMGJ SOUTH TEXAS, LLC, RECORDED IN DOCUMENT NO. 2812871, OFFICIAL PUBLIC DEED RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, S08°31'02"W, ALONG THE WEST LINE OF THE SAID MMGJ TRACT AND THE WEST LINE OF LOT 1, RIVAS SUBDIVISION, RECORDED IN VOLUME 48, PAGE 68, MAP RECORDS, HIDALGO COUNTY, TEXAS, PASSING AT A DISTANCE OF 1298.98 FEET A 1/2 IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE SAID LOT 1, AND A POINT ON THE NORTH RIGHT–OF–WAY LINE OF THE SAID W. JAVELINA DRIVE, FOR A TOTAL DISTANCE OF 1,318.73 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF THE SAID LOT 248 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, N81°29'01"W, ALONG THE SOUTH LINE OF THE SAID LOT 248, THE NORTH LINE OF LOT 249, KELLY–PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 3, PAGES 133 AND 134, MAP RECORDS, HIDALGO COUNTY, A DISTANCE OF DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 9.990 ACRES, MORE OR LESS.

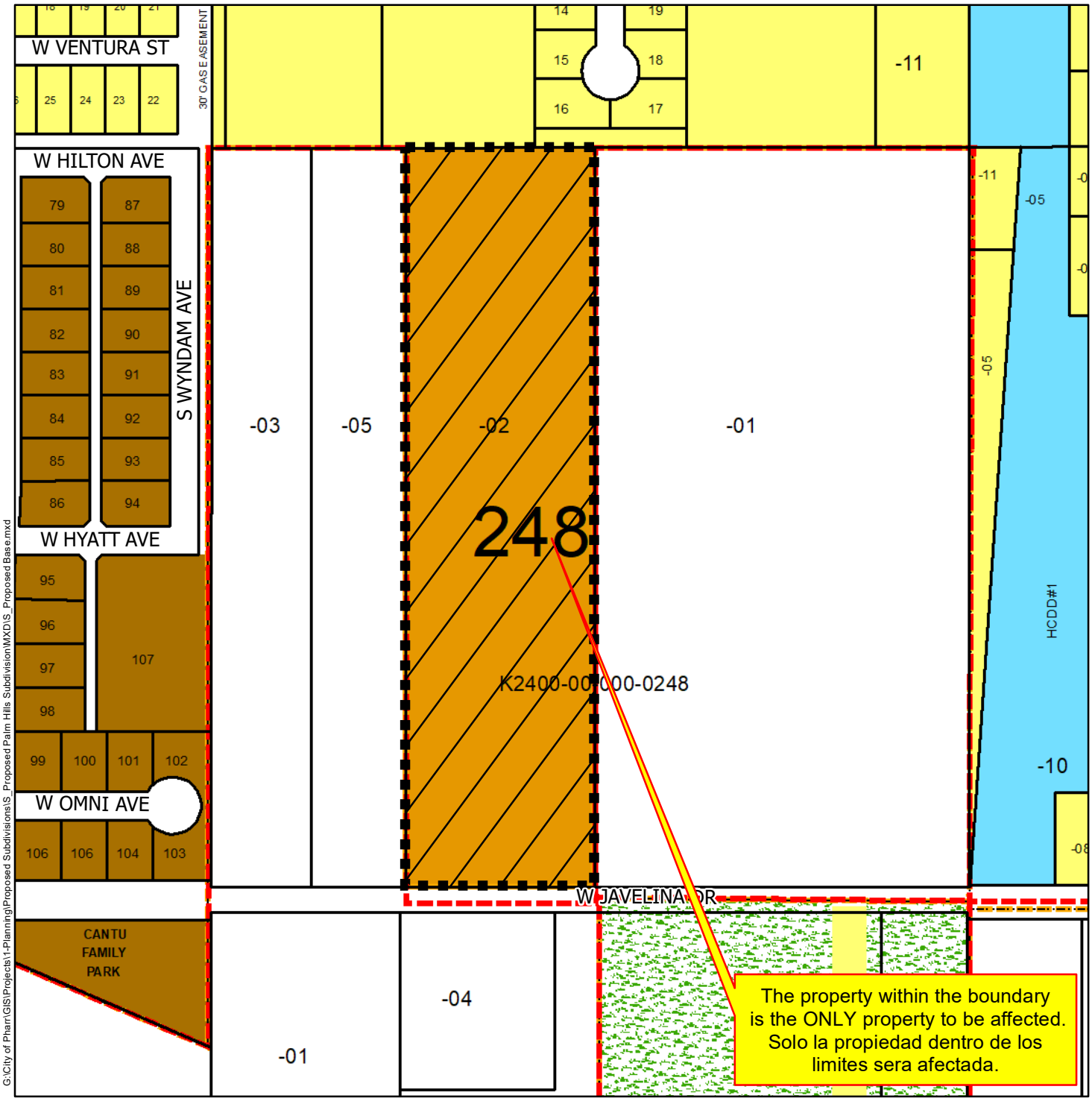
M2 Engineering, PLLC

TBPELS FIRM REGISTRATION F-19545

1810 E. GRIFFIN PARKWAY
MISSION TX 78572
956-600-8628

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ROBERTO GARZA	1804 N. 23rd STREET	McALLEN, TEXAS 78501	(956) 655–2393
ENGINEER:	EMIGDIO "MILO" SALINAS, P.E.	1810 E. GRIFFIN PARKWAY	MISSION, TEXAS 78572	(956) 600–8628
SURVEYOR:	MANUEL CARRIZALES, R.P.L.S.	13901 N 33rd STREET	EDINBURG, TEXAS 78541	(512) 470–1489

Proposed Subdivision
Palm Hills Subdivison
M2 Engineering, PLLC



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

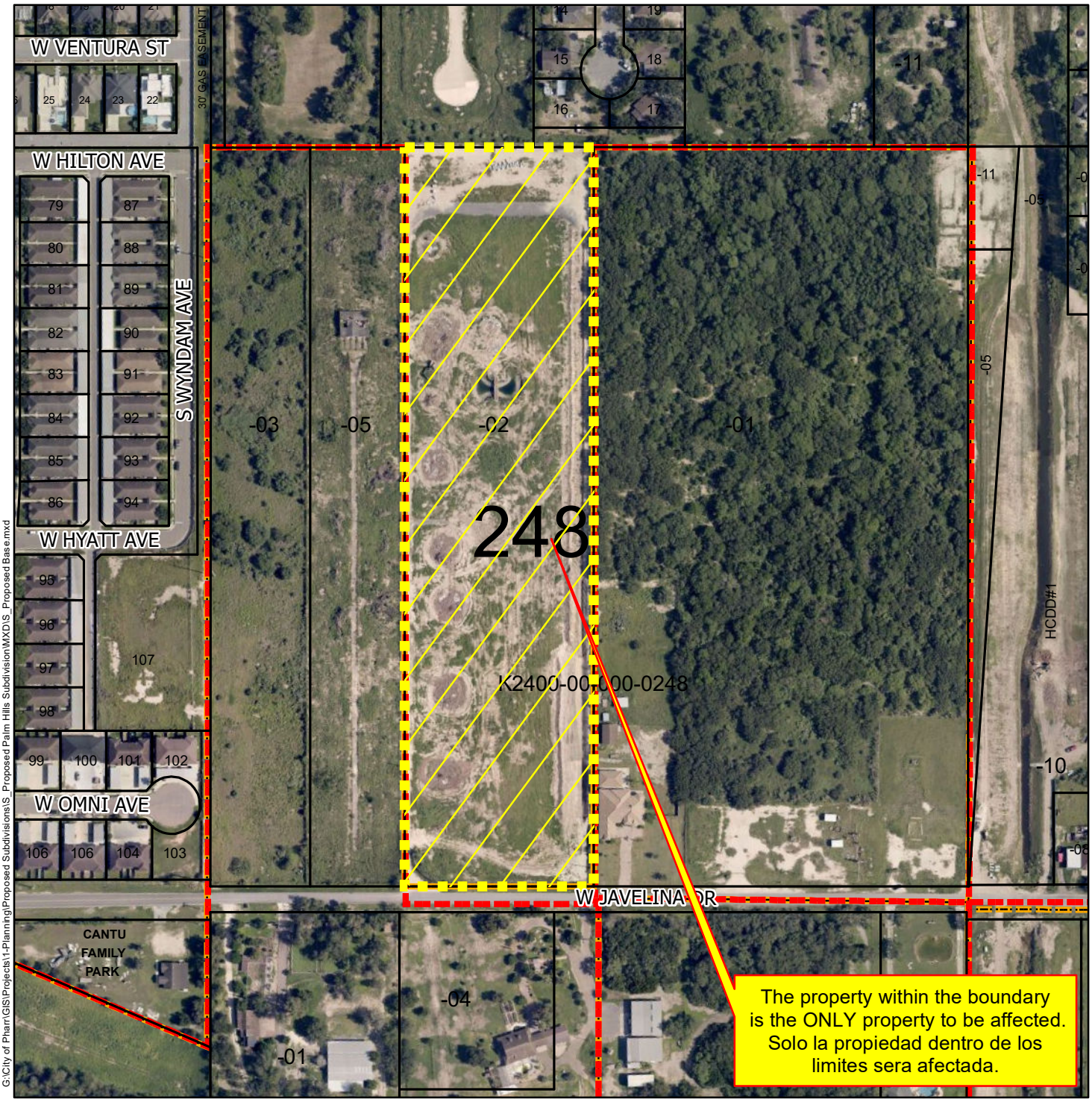
Scale: 1 inch = 250 feet

0 125 250 500 750 1,000 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 8/8/2023

Proposed Subdivision
Palm Hills Subdivison
M2 Engineering, PLLC



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed Palm Hills 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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 250 feet

0 125 250 500 750 1,000 Feet

N W E S

Date: 8/8/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: August 11, 2023
MEETING DATE: August 21, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and possible action, if any, on Ordinance amending Ordinance No. O-2007-48 setting the requirements for the appointment of members and/or officers for City of Pharr Boards and/or Committees *(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 No. O-2007-48 outlines the requirements for the appointment of members to City of Pharr Boards and Committees. Section 2 limits individuals to serving on two (2) boards/committees. Currently, we are having some challenges with filling vacant positions on some boards. This limits the board's ability to effectively carry out its responsibilities, resulting in meetings being canceled due to lack of quorum.

In order to contribute to the effectiveness of our boards, we are asking that section 2 be amended to increase the number from two (2) to three (3). By increasing the number of boards, we can create more opportunities for volunteers to serve and contribute their valuable skills and expertise.

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 - 8/11/2023
Ricardo Rodriguez	Approved - 8/13/2023
City Management Office	Final Approval - 8/18/2023

ORDINANCE NO. O-2023-__

AN ORDINANCE AMENDING ORDINANCE NOS. O-2007-48 and O-2004-45; SETTING THE REQUIREMENTS FOR THE APPOINTMENT OF MEMBERS AND/OR OFFICERS FOR THE CITY OF PHARR BOARDS AND/OR COMMITTEES; RESTRICTING EACH PERSON TO TWO BOARDS OR COMMITTEES; ALLOWING FOR THE APPOINTMENT; REMOVAL, SUSPENSION, AND REPLACEMENT OF MEMBERS AND OFFICERS AT ANY TIME REGARDLESS OF TERM OF OFFICE; REPEALING ORDINANCE(S) AND OTHER POLICIES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

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

SECTION 1: REQUIREMENTS

The Board of Commissioners by majority vote of all members present, appoint City of Pharr Board and/or Committee members/officers, and such members/officers shall consist of either of the following:

A. Pharr resident: All Board and/or Committee members/officers must be persons who are citizens and residents of the City of Pharr. A citizen and resident of the City of Pharr, Hidalgo County, Texas, shall be defined as any person who lives within the boundaries of the City of Pharr, Texas at the time that he or she is being appointed to the Board or Committee.

B. Pharr business owner: A person may be considered for appointment to a board or committee, without regard to residency, if that person is an owner of a business in which the primary location of the business and central decision-making authority is physically located within the boundaries of the City of Pharr, Texas. Any person being considered as a business owner for purposes of this provision shall provide, upon request, any information necessary.

SECTION 2: LIMITATION OF PERSONS TO ~~TWO (2)~~ THREE (3) BOARDS OR COMMITTEES:

A person, either citizen/resident or Pharr business owner, shall not serve as an officer or member of more than ~~two (2)~~ three (3) Pharr boards or committees concurrently. This provision is not applicable to Pharr elected officials.

SECTION 3: CITY CHARTER INCORPORATED:

Pursuant to Article IV, Section 3 of the Pharr City Charter, which is incorporated by reference herein, the Board of Commissioners may by majority vote of all members present, appoint, suspend, dismiss, remove, and replace any such members or officers of a board or committee, and abolish any such boards or committees at any time with or without cause and without regard to the term of office of a member or officer.

SECTION 4: **REPEALING CLAUSE:**

All ordinances or parts of ordinances, as well as other policies and directives, in conflict with this ordinance are hereby repealed.

SECTION 5: **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 6: **DECLARING AN EMERGENCY CLAUSE:**

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring suspension of the rule that Ordinance be read and three separate days, and such role 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.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____day of_____,2023.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: August 17, 2023
MEETING DATE: August 21, 2023

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2006-47 of the City of Pharr, Texas, Chapter 118, Subdivision, adding Section X - Fiber Optic *(1st reading)*. **This item supports IF - Infrastructure.**

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

Issue: Ordinance to require developers to escrow Fiber Optic infraestructure at Subdivision phase.

Fiscal Consideration: None.

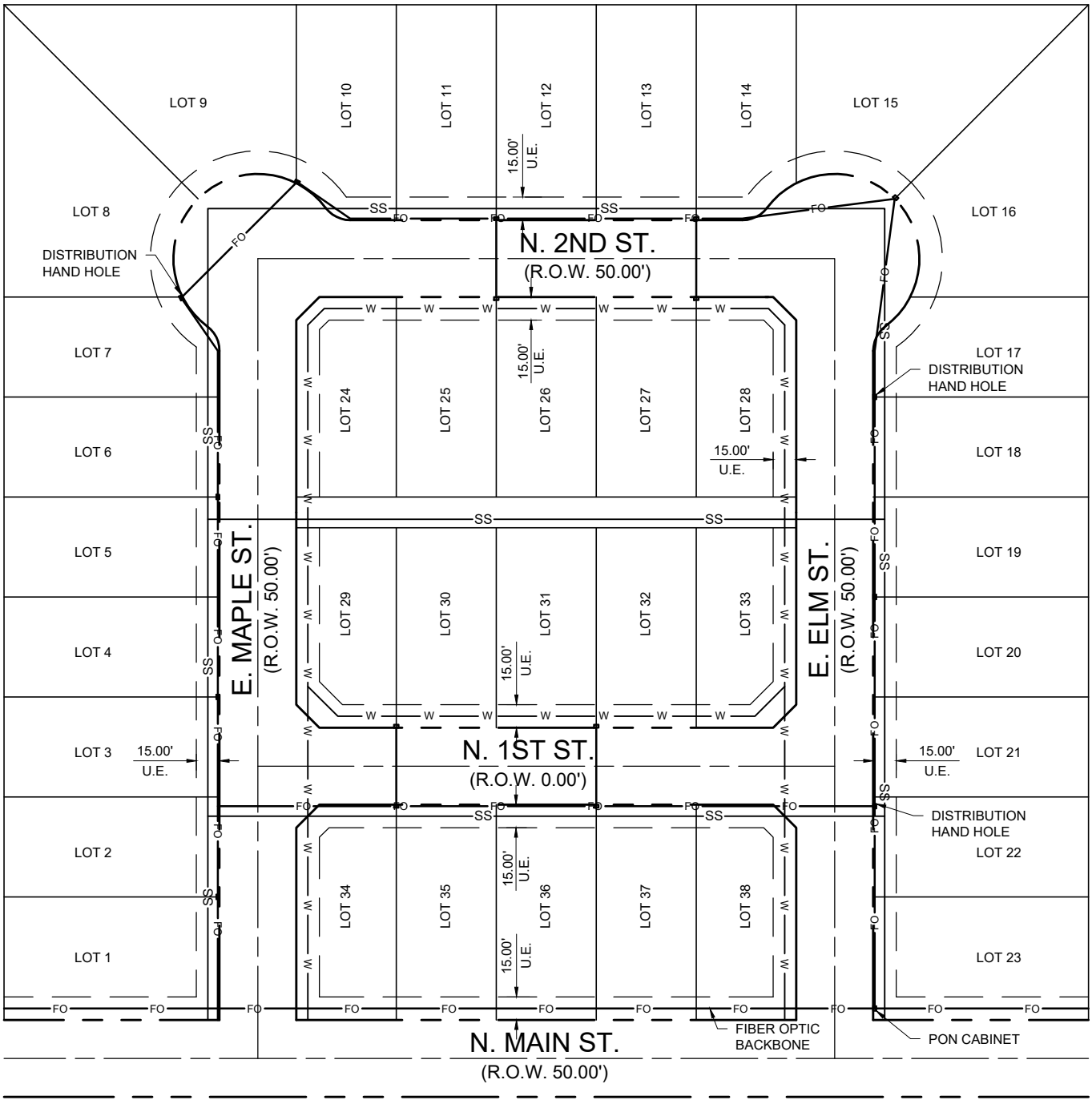
Staff Recommendation: Staff recommends approval.

Alternatives: Not requiring developers to escrow fiber optic infrastructure installation.

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

ROUTING:

Ruben Alfaro	Created/Initiated - 8/17/2023
Ricardo Rodriguez	Approved - 8/17/2023
Karla Saavedra	Approved - 8/17/2023
City Management Office	Final Approval - 8/17/2023



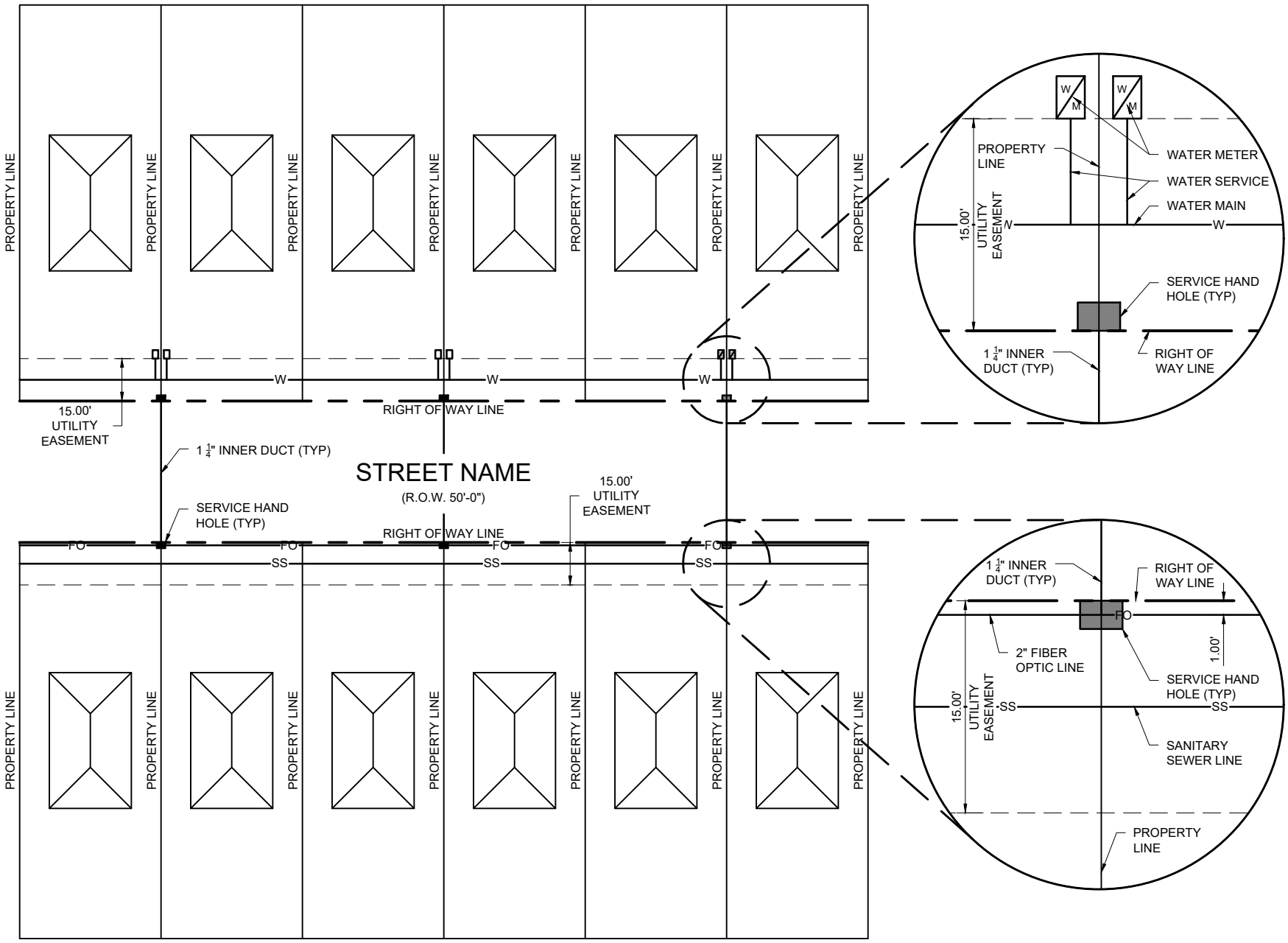
PLAN VIEW

NOT TO SCALE

FO-1

M:\0-Drafting & Mapping\4-Drafting\Standard Details\1-City of Pharr\2019 Revisions\FO -Fiber Optics\FO-1 Fiber Optic Layout.dwg

TYPICAL FIBER OPTIC LAYOUT	DESIGNED BY:	DESIGNER	Pharr Engineering 118 S Cage Blvd. Pharr, TX 78577 956-402-4221
	DRAWN BY:	DRAWN_BY	
	CHECKED BY:	CKD_BY	
	DATE:	DATE	



FO-2

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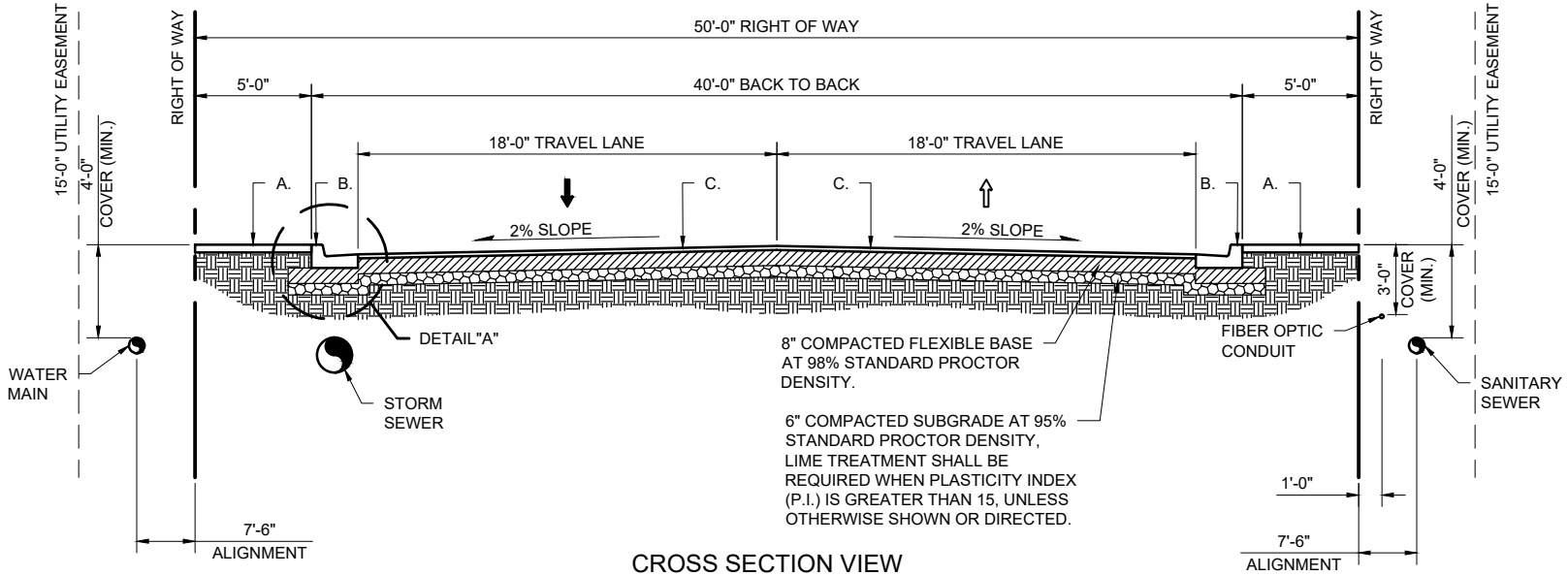
Pharr Engineering
118 S Cage Blvd.
Pharr, TX 78577
956-402-4221

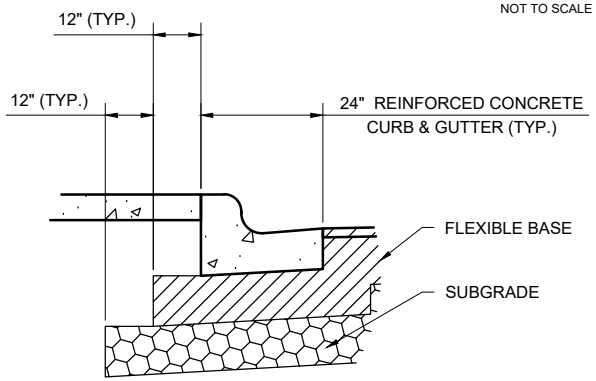
DESIGNED BY:	DESIGNER
DRAWN BY:	DRAWN_BY
CHECKED BY:	CKD_BY
DATE:	DATE

TYPICAL UTILITY SERVICE ARRANGEMENTS



CROSS SECTION VIEW

NOT TO SCALE



DETAIL "A"

NOT TO SCALE

CONSTRUCTION NOTES:

A. 5'-0" (MIN.) REINFORCED CONC. SIDEWALK.
B. 24" REINFORCED CONCRETE CURB & GUTTER.
C. 2" H.M.A.C. PAVEMENT TYPE "D" WITH LIMESTONE & PRIME COAT (MC-30).

STR-1

M:\0-Drafting & Mapping\4-Drafting\Standard Details\1-City of Pharr\2019 Revisions\STR - Street\STR-1 Local 50' with 15' Utility Easement.dwg

Pharr Engineering
118 S Cage Blvd.
Pharr, TX 78577
956-402-4221

DESIGNED BY:	DESIGNER		
DRAWN BY:	DRAWN_BY		
CHECKED BY:	CKD_BY		
DATE:	DATE		

LOCAL 50' WITH 15' UTILITY EASEMENT

ORDINANCE NO. O-2023~~0~~-_____

AN ORDINANCE AMENDING ~~(O-2017-43) AND~~ ORDINANCE NO. O-2006-47 OF THE CITY OF PHARR, TEXAS CHAPTER 118, SUBDIVISIONS, ~~BY~~ ADDING SECTION X~~I~~I – ~~14, SUPPLEMENTAL REQUIREMENTS~~FIBER OPTIC~~DRAINAGE ON-SITE DRAINAGE DESIGN SUPPLEMENTAL~~, ~~PROVIDING AN EFFECTIVE DATE,~~ PROVIDING FOR ~~PUBLICATION~~A REPEALING CLAUSE~~, PROVIDING FOR AND~~ SEVERABI~~LI~~LITY CLAUSE, ~~AND ORDAINING OTHER PROVISIONS RELATED~~PROVIDING FOR PUBLICATION AND EFFECTIVE DATE TO THE SUBJECT MATTER THEREOF

WHEREAS, the City of Pharr has an existing "Standards Manual: Construction and Development Guide" that assists all applicants in complying with various technical and policy provisions of the City's Subdivision and Zoning regulations; and

WHEREAS, the City of Pharr desires to apprise the public of the existence of these policies, standards, rules and regulations and to make them enforceable on a uniform basis; and

WHEREAS, the existing "Standards Manual: Construction and Development Guide" requires updates, modifications, and additions to establish fiber optic utility guidelines for development in our city.

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

SECTION 1. The City of Pharr's Standards Manual is hereby amended by adding Section X – Fiber Optic, as follows:

~~**SECTION II - DRAINAGE**~~

~~II-1 General~~

~~The purpose of this section is to outline the general parameters for proper design considerations of drainage requirements in Pharr, Texas. By establishing guidelines for the orderly presentation of the design, a storm drainage system compatible with needs of Pharr can be achieved. As with any design, all requirements, limitations and procedures cannot be identified; therefore, the responsibility of using sound Engineering judgment must be practiced.~~

~~II – 2 Master Drainage Plan & Policy~~

~~All drainage design must be coordinated with the City of Pharr and with the latest approved Master Drainage Plans (state/county/city), which may exist. If applicable, the design must identify the current floodway and flood boundary map prepared by the Federal Emergency Management Agency and comply with all their requirements.~~

A. General Policy

1. All storm drainage facilities within the City of Pharr and adjacent areas subject to its Extraterritorial Jurisdiction (ETJ) shall follow these policies, standards of design, and with the latest approved Master Drainage Plan Map (state/county/city) for the planning, design, construction, and operation of storm drainage facilities.

2. Peak flows for proposed improvements shall not be increased at any location for any storm frequency higher than the pre-developed 10-year storm.

3. Any property within the 100-year flood plain must provide an amount of floodwater storage capacity after development, which is not less than the pre-existing floodwater storage capacity of said property during the 100-year flood, regardless of whether such pre- existing flood storage capacity is due to natural or artificial causes. The design must mitigate the total volume of fill within the 100-year flood plain.**DRAINAGE DESIGN**

Section 1. All storm drainage designs shall comply with the City of Pharr's Drainage requirements as noted in Section II of the Standards Manual: Construction and Development Guide and Chapter 118-Subdivisions of the City Code of Ordinances. The following are supplemental requirements:

- The difference between the Calculation of the 50-year storm post development runoff and the 10-Year Pre-Development runoff shall to be detained on-site., Calculations shall be submitted to the City Engineer.

- On-site detention methods shall include ponds or engineered sub-surface systems. Acceptable methods of supplemental detention shall be reviewed and approved by the City Engineer.

4. Acceptable methods of regulation of peak flow achieved by on-site or off-site include parking lots, recreational areas, swales, ponds, reservoirs, channels, and yard areas below top of curb, provided water does not escape through curb openings, driveways.

However, the design is not limited to those methods listed above. Bermed yards are not acceptable.Section 2. Design Considerations

B. Outfall System

The drainage outfall system shall be designed to carry and/or store the run-off from a 10-year developed storm frequency and will be provided and maintained by the

City. The outfall system consists of those systems shown on the latest approved City's Master Drainage Plan (state/county/city). The permanent outfall for any improvements within the county is Hidalgo County Drainage District's facilities.

II – 3 Design Storm Frequencies

Storm drainage planning requires establishment of standards to accomplish design objectives. Storm frequency is a basic criterion necessary in storm drainage design and refers to the magnitude of a storm. Therefore, the selected design frequency establishes the degree of protection desired. Initial storms, as referred to in this manual designate a storm frequency within a 10-year reoccurrence cycle. Run-off from an initial storm is normally intercepted and conveyed by a conveyance system consisting of inlets and a pipe system. A major storm refers to a rainfall having the probability of reoccurrence once every 100 years. Major storms are controlled and conveyed in open drainage systems. Design storm frequencies are as follows:

TABLE II - 1: DESIGN STORM FREQUENCIES

Area or Facility	**Design Frequency (Developed)**
Enclosed Pipe System (Internal Subdivision)	10 years
Enclosed Pipe System (Outfall Master Drainage Plan)	10 years
Channels and Ditches (1)	25 years
Culverts and Bridges	25 years
Floodways Between Building Lines	100 years
(1) Channels and ditches shall have one (1') foot of freeboard Note: Storm drainage designed to convey the indicated frequency storm and detain the difference between the 9.5 year agriculture runoff and the developed design frequency.	

On-site detention facilities shall be situated in dedicated areas. Existing drainage facilities (i.e. City of Pharr BluelinesDrainage Ditches, Regional Stormwater Detention Facilities, etc.) shall not take place of dedicated facilities unless previously included in the City of Pharr's Master Drainage Plan. Methods of on-site detention shall include ponds or engineered sub-surface systems. Detention areas may be incorporated into landscape and greenbelt areas provided that vegetation does not adversely affect required design volumes or impede hydraulic efficiency. Areas designated as dual use areas (detention/landscape, detention/green space, etc.) shall display appropriate signage indicating so. Maintenance of detention areas shall be the responsibility of the property owner or homeowner's association as applicable. The City shall have the authority to assume the responsibility of maintaining the detention areas and impose applicable fees in the event the property owner or homeowner's association fails to comply with the maintenance requirements.

~~II - 4 Drainage Considerations~~

~~Drainage design is an integral part of any new development. Proper planning and coordination of the drainage scheme, along with the development plans, is required to achieve an operational and economical storm drainage system. Lack of drainage consideration during the initial planning phase will lead to numerous complaints due to flooding and to added cost due to extension of the drainage system into areas not properly considered. Existing sites and re-development areas shall require appropriate detention measures to be designed and constructed.~~

~~A. Responsibility in Development~~

1. ~~Developers must provide acceptable conveyance for storm waters from the development to the outfall at their expense. All drainage facilities shall be sized to provide capacity for the development. At the City's option, the City may require the drainage facilities from the development to the outfall to be oversized to include other land in the overall drainage basin delineated on the latest approved City's Master Drainage Plan (state/county/city).~~
2. ~~A ten (10) year Developer's Reimbursement Contract may be entered into with the City for the costs of over sizing the offsite system for future development. Future development that connects to the system is ultimately responsible for reimbursement.~~
3. ~~All on-site drainage construction development is the responsibility of the Developer.~~
4. ~~All on-site detention facilities must be designed by a professional engineer in accordance with City's standards specified herein and placed within easements. Access easements to the facility shall be provided.~~
5. ~~Internal enclosed pipe drainage systems shall be designed by a professional engineer for a 10-year storm return frequency. Offsite outfall and detention design shall be based on Table II - 1.~~
6. ~~Drainage requirements not considered through the subdivision process will be addressed at building permit phase. At any rate, all new construction shall meet the city's drainage requirements.~~

~~II - 5 Water Spread Limit~~

~~Streets function primarily to serve traffic, and for that reason, must be expected to have some degree of usability during periods of rainfall. Water spread limits are an effective way of defining the protection required to achieve that usability. The following water spread limits are established:~~

~~TABLE II - 2: WATER SPREAD LIMITS~~	
~~Street Classification~~	~~Permissible Water Spread~~
~~Major Thoroughfare (Divided)~~	~~10-year storm - 1 traffic lane must stay open in each direction~~
~~Minor Streets~~	~~10-year storm - 1 traffic lane must stay open~~
~~Residential Streets~~	~~10-year storm – water flow must not exceed top of curb~~

SECTION X – FIBER OPTIC

X – 1 General

The purpose of this section is to define the general requirements for the design of the city's fiber optic improvements and to provide details for its correct implementation. All new proposed subdivisions shall design and escrow conduit and handholes designated exclusively to the city of Pharr fiber optic network. All designs shall adhere to the standards located within this directive. The City of Pharr Innovation & Technology (IT) and Engineering Departments shall be consulted if variations from these standards are anticipated.

X – 2 Design

1. A main (2") PVC conduit with (30"x48") distribution handholes shall be designed to reach and provide connection to each service handhole in the subdivision.
2. A 1 ¼" PVC conduit shall be run from every service handhole on the main conduit side, across the roadway, and to a service handhole between every other lot on the opposite side of the roadway.
3. A (17"x30") service handhole shall be installed between every other lot.
4. All PVC conduits shall be a minimum of 4-ft deep when parallel to roadway and 5-ft deep at roadway crossings.
5. All fiber optic improvements shall be located inside a 5-ft Communication Easement Exclusive to the City of Pharr or inside an existing or proposed 15-ft Utility Easement Exclusive to the City of Pharr if permitted by Public Utilities Department.
6. A proposed passive optical network (PON) cabinet adjacent to the city's fiber backbone shall be included in the design depending on the size of the subdivision as requested by the city's IT Department during plan review.

X – 3 Required Submittals

A. Preliminary Approval Phase
To properly review and consider projects and grant preliminary approval, the following items must be addressed and shown on a fiber conduit site plan (1" = 50'):

1. Communication Easement(s) (if needed) Exclusive to the City of Pharr, width(s) and location(s)
2. PON cabinet(s), size(s) and location(s)
3. Handhole(s), size(s) and location(s)

4. Conduit(s), size(s) and location(s)

B. Construction Phase

After preliminary approval has been granted by the COP-P&Z, the City will accept construction documents for review and approval. The submittal should include the following:

1. Plan and profiles showing service arrangements.
2. Complete construction details
3. Cost Estimate for all fiber optic utility improvements. Unit costs will be provided by the city's IT Department.

After the IT Department reviews and approves the submittals, the following shall be submitted as part of the subdivision process:

1. Approved design for all fiber optic utility improvements in shapefile or .kmz file.
2. Escrow amount for fiber optic utilities.

These two items shall be required as part of the subdivision process to obtain a Notice to Proceed for the Subdivision.

If the developer is required to extend fiber optic utilities past their property limits and through other properties a reimbursement contract may be executed to allow the developer to recover that cost.

X – 4 **Standard Details**

The following Standard Details (see appendix B) show the adopted standards required by the City of Pharr:

FO – 1	Typical Fiber Optic Layout
FO – 2	Typical Utility Service Arrangements
STR – 1	local 50' with 15' utility easements

~~II - 9 Detention~~

~~Continuous development that has occurred throughout the Pharr area has resulted in an increase both in the peak rates and the total volumes of storm water run-off. Therefore, land previously not subject to flooding has become flood-prone as a result of unregulated run-off from the subsequent development. Concurrently, land that was already flood-prone has experienced an increase in the frequency and severity of flooding. The use of detention ponds (basins that temporarily store storm water run-off) to reduce peak rates of run-off is an effort by the City of Pharr and the County to reduce or eliminate these changes, as well as to help maintain the traditional character of the watershed.~~

~~The City's adopted methodology for small urban detention ponds centers around the Rational Method, which is essentially a simple equation used to calculate the peak flow rate of storm water run-off for a particular storm and a particular watershed. The equation is expressed as Q = CiA. "Q" is the peak flow rate. "C" is the run-off coefficient representing the ratio of peak flow rainfall intensity. "i" is the peak rainfall intensity which has a duration equal to the time required for run-off to collect from all points in the watershed (this time is referred to as the "time of concentration"). "A" is the area of the contributing watershed. Since this method yields only one piece of information (the peak flow rate), various modifications have been created in order to generate more information and thus simulate or more closely approximate real-life conditions. Two of these modifications are currently being used and accepted by the City of Pharr and are called the Variable Rainfall Intensity Method (VRIM) and the Modified Rational Method (MRM).~~

~~Both the VRIM and MRM are attempts to produce workable models of desired storm water run-off patterns. These patterns, called hydrographs, are graphical representations of the changing flow rate of storm water run-off past a specified point over a prescribed period of time. The VRIM (See Graph No. GR-2, Figure I-iii) more closely resembles actual storm run-off hydrographs in shape and in total volume, due to its curvilinear shape and its run-off distribution with respect to time. Its peak flow rate is the same as that calculated by the basic Rational Method. The VRIM can be used for watersheds up to several hundred acres. However, it involves many more calculations (with corresponding time and effort) than the MRM, if not done with the aid of pre-programmed routines on a computer or programmable calculator. By contrast, the MRM (See Graph No. GR-2, Figure I-iv) is a series of straight-line hydrographs that are crude approximations of run-off hydrographs for storms of various durations.~~

~~A. Calculation of Detention Outlet Size~~

~~Detention pond discharges into an existing storm sewer line or existing ditch. The outlet size should be calculated to release the pre-developed rate (9.5 agricultural) only.~~

1. Maximum pool elevation at or below the design hydraulic grade line of the outfall. The discharge line shall be sized for the design storm within the outfall pipe flowing full.

2. Maximum pool elevation at or above the hydraulic grade line at the outfall. Provide a reducer or restrictor to be constructed inside the discharge line. The discharge line shall be sized for the design storm with the outfall pipe flowing full.

3. Reducer or restrictor pipes shall be sized as follows:

   i. Use the orifice equation to calculate the required orifice size:

   Q = CA √2g √h

   D = Q ½ / (2.25 h ¼)

   Where: Q = Outflow discharge (pre-developed rate)
   C = 0.8 (Coefficient of discharge)
   A = Orifice area (SF)
   G = Gravity (32.2 ft/sec.²) H = Head (ft.)
   D = Orifice diameter (ft.)

   ii. Restrictor shall be either of the calculated required diameter or of the equivalent cross-sectional area. The orifice diameter D shall be a minimum of 0.5 feet.

For each storm duration, the peak flow rate is calculated by the basic Rational Method; except that the intensity used is that for the time of storm duration rather than the time of concentration of the watershed.

The rising limb is a straight line from zero to the peak flow rate extending over a period of the "proposed" or "post-development" time of concentration. A straight line then continues across the graph at the peak flow rate until the storm duration time has been reached. The falling limb is a mirror image of the rising limb. This type of hydrograph is easy to produce, both mathematically and graphically, and is usually applicable for watersheds up to 25 acres.

The City of Pharr has accepted various methods for determining detention pond storage volumes. All of the methods establish a "lower limit" line to approximate the assumed release rate of water from the pond. This line is applied to the inflow hydrograph for each storm duration. The enclosed area below the inflow hydrograph line and above release rate line constitutes the required storage volume for that particular storm. A range of storm duration that yields the absolute peak for all possible storm durations is

~~used. This peak storage volume is the value that determines the final storage requirement.~~

~~The method currently endorsed by the City of Pharr assumes a horizontal release rate line that extends across the entire graph and is equal to the maximum allowable release rate called "Peak Shaving". The outflow structure must take into account the early outflows in the storm and keep them at or below the corresponding values in the "existing" or "pre-development" hydrograph.~~

~~Storm water run-off from a particular watershed that does not flow through the detention pond, yet must be addressed in the design is called "by-pass" flows. The maximum allowable release rate must be reduced by the peak flows generated from areas that bypass the pond. The peak flows shall be calculated from the basic Rational Formula, using the time of concentration for the given area and the corresponding rainfall intensity for the specific return period of the storm. When multiple-pond systems are involved, the "Peak Shaving" method is not considered to be applicable for cascaded ponds, where the outflow from one pond flows into another pond. Cascaded ponds will require the application of a dynamic model. Multiple-pond systems that do not have cascaded ponds may be designed by this method, in which each sub-area to a given pond is treated as a separated design.~~

~~For detention areas deeper then 3-feet, fencing shall be provided to protect the public.~~

~~II - 10 Required Submittals~~

~~The following submittals shall be required as part of the drainage and engineering report on all improvements:~~

~~A. Preliminary Approval Phase~~

~~In order to properly review and consider projects and grant preliminary approval, the following items must be addressed and shown on the submittal.~~

~~1. A reproduction of that portion of the latest approved City's Master Drainage Plan (state/county/city) showing the relationship of the area to be improved and the proposed improvements to the City's outfall system.~~

~~2. Calculations for time of concentration; Q (peak allowable run-off or peak existing run-off prior to development); storage required, and pipe, channel or ditch sizing.~~

~~3. A site drainage plan at 1” = 50’ showing;~~

~~a. Lot grading with minimum finished floor elevations~~
~~b. Street flow with preliminary elevations, grades, and flow~~
~~c. Proposed drainage improvements~~
~~d. Proposed method of detention~~

e. Existing and proposed one-foot (or 0.50 foot if required) contour intervals to 150 feet outside of the subdivision boundaries, referenced to the latest National Geodetic Vertical Datum and to the City Benchmark Datum.
f. Drainage sub-areas
g. 100-year flood elevation and direction of overflow.

4. Certified statement by design Engineer stating FEMA's designated flood zone, anticipated high water elevation in a 100-year flood, and statement describing drainage pattern in the subdivision and the adequacy of the proposed plan for drainage. When required, a Conditional Letter of Map Revision (CLOMR) shall be submitted to FEMA, prior to preliminary approval.

Any changes to the plat after approval has been granted shall require re-submittal and COP-P&Z and City Commission approval.

B. Construction Phase

After preliminary approval has been granted by the City of Pharr Planning and Zoning Commission (COP-P&Z) and City Commission, the City will accept construction plans and specification for review. The submittal should include the following;

1. Eight (8) complete sets of plans, profiles, and specifications for all drainage improvements showing:

   a. Street widths, grades, existing and proposed profiles
   b. Drainage pipes, ditches, channels with grades and existing and proposed profiles
   c. Cross-sections
   d. Complete construction details
   e. All plans signed and sealed by a Registered Professional Engineer.
   f. TCEQ rules and regulations, as it relates to storm water management shall be followed. A copy of the Notice of Intent (NOI) shall be submitted prior to approval. The approved copy shall be forwarded as soon as possible.
   g. An approved CLOMR shall be presented to the City of Pharr prior to Final approval.

2. Cost Estimate for all drainage improvements signed and sealed by a Registered Professional Engineer and approved by the City Engineer.

3. After the City reviews the submittals, a meeting with the project engineer will be conducted to go over any comments. The engineer is responsible for

making any adjustments/corrections to the plans and resubmitting for approval.

4. Upon approval of the construction documents, the City will schedule a Pre-Construction Meeting. The pre-construction conference will be held at the City Hall or a designated location with the Developer, the Project Engineer, the Contractor and the City of Pharr (Public Works Department, Utilities Department, Fire Department, Planning Department, and the City Engineer), and all other parties as designated by the City. The eight (8) sets of plans submitted shall be reviewed and upon approval, signed by the reviewers. The signed plans (8 sets) shall be the "Official Construction Plans" for the project and will be distributed among the attendees (4-COP, 2-City Engineer, 2-project engineer).

5. A Notice to Proceed from the City of Pharr shall be issued, delineating the proposed project and its required conditions.

6. Any changes, revisions and/or deletions from the approved sets of plans including change orders, shall be submitted to the Planning Department (3 copies) for consideration. The Public Works Department shall consider the submittal and issue the response thru the Planning Department. The City is not obligated to accept any improvements deviating from the approved construction plans or approved changes.

Certified copies of the as-built (copies on Mylar and on AutoCAD 2004 Compact Disk format), shall be furnished to the City upon completion of the improvements and verification by the project engineer (See Section IX).

C. Final Approval Phase

Final approval from the COP-P&Z and City Commission is subject to review and approval by the Public Works Department. The following is required before final approval is granted.

1. Finalized versions of all the required submittals in the Preliminary Approval Phase.

2. Approved construction plans are required for final approval.

3. An approved CLOMR shall be presented to the City prior to final approval.

The City of Pharr, City Commission is ultimately responsible for final subdivision plat approval. A subdivision plat will not be forwarded to the City Commission for consideration until all the requirements have been met.

II - 11 Approved Materials

A. Reinforced Concrete Pipe

Comply with requirements of ASTM C 76, Class III, minimum installed with flexible plastic (Bitumen) at all joints, tongue and groove joints. Gaskets shall comply with AASHTO M-198 75I, Type B, and shall be installed in strict accordance with pipe manufacturer's recommendations.

B. Polyvinyl Chloride (PVC) Pipe

PVC pipe is only permitted when specifically approved by the City Engineer. Pipe and fittings shall comply with ASTM D 3034, rated SDR 26. Pipe shall be continually marked with manufacturer's name, a pipe size, cell classification, SDR rating, and ASTM D 3034 classification. Pipe joints shall be integrally molded bell ends in accordance with ASTM D 3034, Table 2, with factory supplied elastomeric gaskets and lubricant. PVC pipe is not permitted under streets.

C. Manholes

1. Cast-in-place and pre-cast Manholes

a. Cast-in-place Manholes shall be constructed of 3000 PSI concrete.

b. In accordance with ASTM C-478.

D. Inlets

1. Type A
2. Type C-C
3. Type C
4. Type F

E. Cast Iron Frames, Covers, and Grates

1. As approved by specifications.

F. Specification for Construction and Utility Castings

- Manhole Frames and Covers/Grates
- Catch Basin Inlets
- Curb and Gutter Inlets
- Ditch and Median Inlets
- Trench Drainage Inlets

1. Applicable Codes

a. Whenever reference is made to the furnishing of materials or testing thereof to conform to the Standards of any technical society, organization or body, it shall be constructed to mean the latest standard, code

~~specification or tentative specifications adopted and published at the time of advertisement for bids, even though reference has been made to an earlier standard. Such standards are made a part hereof to the extent, which is indicated or intended.~~

~~b. The following are names and abbreviations of such groups:~~

~~AASHTO for American Association of State Highway and Transportation Officials~~
~~ACI for American Concrete Institute~~
~~AISC for American Institute of Steel Construction ANSI for American National Standards Institute API for American Pipe Institute~~
~~ASA for American Standards Association~~
~~ASCE for American Society of Civil Engineers~~
~~ASTM for American Society of Testing Materials~~
~~AWSC for American Welding Society Code~~
~~AWWA for American Water Works Association~~
~~CIPRA for Cast Iron Pipe Research Association Fed. Spec.for Federal Specification~~
~~NCPI for National Clay Pipe Institute~~
~~SDHPT for State Department of Highways and Public Transportation~~
~~UL Inc. for Underwriter's Laboratories, Inc.~~
~~UPPA for Uni-Bell Plastic Pipe Association~~

~~c. Where no reference is made to a code, standard or specification, the Standard Specification of ASTM, AWWA, or ANSI, as appropriate, shall govern.~~

~~d. If the specifications and drawings show requirements that are in excess of codes and ordinances, then the specifications and drawings shall be followed. Should there be any conflicts between the specifications and drawings, and the codes and ordinances having jurisdiction, the Bidder shall report these in his bid.~~

~~2. General:~~

~~This specification is applicable for gray and ductile iron castings or frames, gates, rings, and covers that are for use by the City of Pharr, Texas. Castings shall be manufactured by East Jordan Iron Works, or other approved USA manufacturer. All manufacturers shall be approved suppliers to the City of Pharr. The approved manufacturer shall be able to demonstrate that there is an acceptable quality control program at the producing foundry, prior to supplying castings.~~

~~3. Materials:~~

~~Gray iron castings shall be manufactured from iron conforming to ASTM A48 Class 35B, as noted in section 3.1 of AASHTO M306. Ductile iron castings shall be manufactured from iron conforming to ASTM A536. The iron material used in products provided shall have a minimum recycled material content of 75%. The recycled materials shall consist of post-consumer material.~~

~~4. Manufacture:~~

~~Castings shall be of uniform qualify, free from sand holes, gas holes, shrinkage, cracks and other surface defects. Castings shall be reasonably smooth and well cleaned by shot blasting. For traffic service castings, bearing surfaces between manhole rings and covers or grates and frames shall be ground or machined with such precision to prevent rocking. As-cast dimensions may vary within accepted foundry tolerances as outlined in the Iron Castings Handbook published by the American Foundry men's Society, Inc. nominally, casting dimensional tolerances shall be +/-1/16" per foot. All published casting weights are average and approximate values and shall vary +/-5%. Castings shall be furnished painted or unpainted as specified by the purchaser.~~

~~5. Workmanship:~~

~~Castings shall show careful finished workmanship in all particulars. Castings which have been damaged either during manufacture or shipping may be rejected. Defects which would constitute poor workmanship include pinholes, shrink, crack, dirt, scab and slag.~~

~~6. Sampling:~~

~~Random checks on the castings may be conducted by the purchaser. These random checks shall be conducted in accordance with the AASHTO M306 Section 6.0 guidelines.~~

~~7. Proof Load Testing:~~

~~Traffic service castings shall have a first article proof load test conducted and the results of that proof load shall be made available to the purchaser upon request. The proof load shall be conducted in accordance with the method and procedure that is outlined in ASSHTO M306 Section 7.0, proof load testing. The casting shall be tested on a suitable and calibrated load testing machine and the casting shall hold a 40,000 pound proof load for one minute without experiencing any cracks or detrimental permanent deformation.~~

~~8. Inspection:~~

~~Inspections shall be in accordance with 9.1.1 (refer to #7 above- Proof Load Testing) or 9.1.2 of AASHTO M306. Results of these tests shall be furnished to the purchaser upon request. The heat or production date and product~~

numbers, as cast on the casting shall be the basis of trace-ability and recording of the tests.

9. Certification:

A foundry certification shall be furnished to the purchaser stating that samples representing each lot have been tested, inspected, and are in accordance with this specification.

10. Marking:

Each casting shall be identifiable and show, at a minimum, the following: name of the producing foundry, country of manufacture (such as “Made in USA”). “ASTM material designation, recycle symbol, individual part number, cast or heat date. Castings shall also include all lettering as shown on the specification drawings.

11. Records:

Test results for each lot of castings shall be maintained by the foundry for a minimum of seven years and shall be available to the purchaser upon request.

II - 12 Warranty

All materials, products, and workmanship shall be guaranteed for a period of 1-year from the written Date of Acceptance by the City and the date approved As-built drawings are submitted.

II - 13 Standard Details

The following list of Standard Details (see appendix B) show the adopted standards required by the City:

- Standard Detail DR-1 Pre-Cast Type “A” Inlet
- Standard Detail DR-2 Cast-in-place Type “A” Inlet
- Standard Detail DR-3 Type “F” Inlet
- Standard Detail DR-4 Type “C” Inlet
- Standard Detail DR-5 Type “C-C” Inlet
- Standard Detail DR-6 Pre-Cast Storm Concrete Manhole
- Standard Detail DR-7 Cast-in-place Storm Concrete Manhole
- Standard Detail DR-8 Trench backfill and Compaction Detail
- Standard Detail DR-9 Valley Gutter Detail
- Standard Detail DR-10 Typical Ditch Cross Section
- Standard Detail DR-11 Cast-in-place Rip Rap
- Standard Detail DR-12 Safety End Treatment
- Standard Detail DR-13 Storm Manhole Cover Details

~~II – 14 Supplemental Requirements~~

~~Drainage Design~~

- ~~The difference between the 50-year storm post development runoff and the 10-Year Pre-Development runoff shall be detained on-site. Calculations shall be submitted to the City Engineer.~~
- ~~On-site detention methods shall include ponds or engineered sub-surface systems. Acceptable methods of supplemental detention shall be reviewed and approved by the City Engineer.~~

~~Detention Design~~

~~Design Considerations~~

~~On-site detention facilities shall be situated in dedicated areas. Existing drainage facilities (i.e. City of Pharr Drainage Ditches, Regional Stormwater Detention Facilities, etc.) shall not take place of dedicated facilities unless previously included in the City of Pharr's Master Drainage Plan. Methods of on-site detention shall include ponds or engineered sub-surface systems. Detention areas may be incorporated into landscape and greenbelt areas provided that vegetation does not adversely affect required design volumes or impede hydraulic efficiency. Areas designated as dual use areas (detention/landscape, detention/green space, etc.) shall display appropriate signage indicating so. Maintenance of detention areas shall be the responsibility of the property owner or homeowner's association as applicable. The City shall have the authority to assume the responsibility of maintaining the detention areas and impose applicable fees in the event the property owner or homeowner's association fails to comply with the maintenance requirements.~~

~~(Insert DR-15) Typical Residential Pond Layout~~

~~When field conditions permit, supplemental stormwater detention storage may be achieved within roadway right-of-way. Shallow swale and/or sump side slopes shall not exceed 2:1. Designs shall incorporate the use of curb cuts to allow and direct overflows onto the roadway. Storage volumes below gutter lines may be allowed to percolate into the ground if suitable soils are present. Supplemental stormwater detention shall not interfere with other existing or proposed uses of right-of-way.~~

~~(Insert DR -15 A) Typical Detention/Retention in Roadway Right-of-Way~~

~~Storm water runoff may be conveyed to detention areas via storm sewer networks, flumes and curb cuts within dedicated right-of-way or flowage easements. Detention pond footprints are encouraged to incorporate aesthetically pleasing geometries and may be used as a common areas or green-belt areas as long as there is no interference with the hydraulic function of the pond.~~

~~(Insert DR-16) Typical Dry Stormwater Detention Pond~~

~~Side slopes shall not exceed 3:1 (H:V). In areas with a potential for vehicular or pedestrian activity, detention pond depths exceeding 2.5 feet shall require a safety buffer in the form of benching or fencing around the perimeter of the pond. The bottom of the basin shall be graded to drain towards the outlet structure. A pilot channel shall be placed along the flow line from inlet to outlet to ensure positive flow. Trash racks shall be incorporated into outlet structure design. A minimum of 20 feet shall be maintained around the perimeter of the pond to allow for routine maintenance and/or repair.~~

~~Detention area design shall consider proximity and elevation of adjacent building structures. Bank areas shall be graded to drain away from such structures. A minimum of 1-foot of freeboard above design pool elevation shall be required. The design of detention areas shall incorporate diversion of overflows into street rights-of-way or drainage/flowage easements in the event of an extreme event or outlet structure failure.~~

~~Detention pond areas shall be vegetated to prevent erosion and deposition of silts. Common Bermuda, Winter Rye or a combination of the grasses may be used. Vegetated areas shall include provisions for irrigation systems.~~

SECTION 2: REPEALING CLAUSE

All provisions of the ordinances of the City of Pharr, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.~~All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.~~

~~SECTION 3: SAVINGS CLAUSE~~

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

SECTION 34: SEVERABILITY CLAUSE

Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.~~The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.~~

SECTION 45: PUBLICATION EFFECTIVE DATE

In compliance with Article III, Section 8 of the City Charter requiring Ordinances imposing penalties to be published in the official newspaper, it is hereby ordered that this Ordinance be so published. It is further ordered, as permitted by Article III, Section 9, of the City Charter, that the publication of this Ordinance take the form of the Publication of a description caption or title, stating in summary the purpose of the Ordinance and the penalty for violation thereof.The importance of the subject matter of this Ordinance is such as to create an emergency and the reading of this ordinance on three (3) separate readings is hereby waived and dispensed with and this Ordinance shall take effect and be in force from and after its passage and approval in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary may also be in caption forma as allowed under Section 9 of the Pharr City Charter.

SECTION 56: PROPER NOTICE AND MEETINGEFFECTIVE DATE

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. 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.

SECTION 7: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR, TEXAS, on this the ____day of ___of SeptemberAugust, 2023.0

CITY OF PHARR

_____

AMBROSIO HERNANDEZ,

_____MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING -BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR, TEXAS, on this the _____day of ~~October~~September, 2023.~~0~~

_____CITY OF PHARR

_____

_____AMBROSIO HERNANDEZ,

_____MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR, TEXAS, on this the _____day of ~~October~~September, 2023.~~0~~

_____CITY OF PHARR

_____

_____AMBROSIO HERNANDEZ,

_____MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Sandra Regalado, Grants Manager

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on Resolution adopting the City of Pharr's One Year Action Plan for Program Year 2023 to the U.S. Department of Housing and Urban Development (HUD). **This item supports QL - Quality of Life.**

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

Issue: Comments were received during the 30 day comment period. A response has been prepared for the Commission to review. CDBG staff recommends approval without consideration to comments made.

Fiscal Consideration: No budgetary impact

Staff Recommendation: CDBG Staff recommends approval. Comments were received during the 30 day comment period. A response has been prepared for the Commission to review.

Alternatives: n/a

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

ROUTING:

Sandra Regalado	Created/Initiated - 8/15/2023
Cynthia Garza	Approved - 8/16/2023
Hilda Pedraza	Approved - 8/17/2023
Ricardo Rodriguez	Approved - 8/17/2023
Karla Saavedra	Approved - 8/17/2023
City Management Office	Final Approval - 8/17/2023

STATE OF TEXAS

COUNTY OF HIDALGO **R E S O L U T I O N**

CITY OF PHARR **NO. R-2023-_____**

WHEREAS, the City of Pharr, Texas has received formal notification from the U.S. Department of Housing and Urban Development (HUD) on its Program Year (PY) 2023 One-Year Action Plan allocation, and

WHEREAS, the City of Pharr's One-Year Action Plan allocation for Program Year 2023 of the Community Development Block Grant (CDBG) Program has been set at $1,172,535.00 by HUD; and

WHEREAS, the City of Pharr has followed its Citizens Participation Process in identifying the demands and needs of the residents to award CDBG funds to Community Development activities in the City as outlined in Exhibit "A".

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

SECTION 1: The Board of City Commissioners approves that the City of Pharr hereby submits its PY 2023 Community Development Block Grant One-Year Action Plan to the U.S. Department of Housing and Urban Development.

SECTION 2: The Mayor is hereby authorized to sign any and all documents in relation to the One-Year Action Plan and designate the City Manager as an alternate authorized signatory.

APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS ON THIS THE _____DAY OF AUGUST 2023

CITY OF PHARR:

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA
CITY CLERK

EXHIBIT "A"

CITY OF PHARR, HIDALGO COUNTY, TEXAS
2023 ONE-YEAR
ACTION PLAN

HUD MATRIX CODE	ACTIVITY DESCRIPTION	RECOMMENDATIONS
05	**PUBLIC SERVICES (GENERAL)**	
	Housing Authority	$ 245,000.00
	(Broadband Services)	
05A	**SENIOR SERVICES**	
	Amigos Del Valle	$ 30,000.00
	(Meals on Wheels)	
	Area Agency on Aging	$ 30,000.00
	(Medial Equipment Assistance)	
	Silver Ribbon	$ 15,000.00
	(Utility Assistance)	
05E	**TRANSPORTATION SERVICES**	
	Lower Rio Grande Valley Development Council	$ 60,000.00
	(Valley Metro Transit System)	
05N	**ABUSED AND NEGLECTED CHILDREN**	
	Children's Advocacy Center	$ 15,000.00
	(Forensic Interviewer Salaries)	
05Z	**OTHER PUBLIC SERVICES**	
	AVE-Frontera	$ 5,000.00
14A	**REHAB: SINGLE-UNIT RESIDENTIAL**	
	Affordable Homes of South Texas Inc.	$ 138,028.00
	(Rehabilitation/Reconstruction Assistance)	
19F	**PLANNED REPAYMENTS OF SECTION 108 LOAN**	
	12TH Year Repayment	$ 400,000.00
21A	**GENERAL PROGAM ADMINISTRATION**	
	Planning and Administration	$ 234,507.00
	Allocation total	**$ 1,172,535.00**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.
DATE SUBMITTED: August 17, 2023
MEETING DATE: August 21, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, approving a Resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation, Series 2023, for the design, acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto.**This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: To publish notice of Intent to issue up to $50,000,000 with proposed new tax rate.

Fiscal Consideration: Only notice of intent for now

Staff Recommendation: To approve

Alternatives: To disapprove

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

ROUTING:

Karla Saavedra	Created/Initiated - 8/17/2023
Karla Saavedra	Approved - 8/17/2023
Ricardo Rodriguez	Approved - 8/17/2023
City Management Office	Final Approval - 8/17/2023

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

I, the undersigned City Clerk of the City of Pharr, Texas (the "City"), hereby certifies as follows:

The City Commission of the City convened in a regular meeting on August 21, 2023, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Commission, to wit:

Dr. Ambrosio Hernandez	Mayor
Michael Pacheco	Commissioner Place 1
Roberto Carrillo	Commissioner Place 2
Ramiro Caballero	Commissioner Place 3
Daniel Chavez	Commissioner Place 4
Ricardo Medina	Commissioner Place 5
Itza Flores	Commissioner Place 6

and all of such persons were present, except _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2023, FOR THE DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

(the "Resolution") was duly introduced for the consideration of the City Commission and read in full. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: __ NAYS: __ ABSTENTIONS: __

That a true, full and correct copy of the Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the City Commission's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Commission's minutes of such meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Commission as indicated therein; that each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED AND SEALED this _____.

CITY OF PHARR, TEXAS

_____
City Clerk

(SEAL)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2023, FOR THE DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

WHEREAS, the City Commission (the "City Commission") of the City of Pharr, Texas (the "City"), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for the construction of public works, for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended;

WHEREAS, the City Commission has determined that it is in the best interests of the City and otherwise desirable to issue the City of Pharr, Texas Certificates of Obligation, Series 2023, in one or more series, in an aggregate principal amount not to exceed $50,000,000 (the "Certificates") for the design, engineering, acquisition and construction of certain public works and the purchase of certain equipment for authorized needs and purposes;

WHEREAS, in connection with the Certificates, the City Commission intends to publish notice of intent to issue the Certificates (the "Notice") in a newspaper of general circulation in the City; and

WHEREAS, the City Commission has been presented with and has examined the proposed form of Notice and finds that the form and substance thereof is satisfactory, and that the recitals and findings contained therein are true, correct and complete.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS:

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Authorization of Notice. The Mayor of the City is hereby authorized and directed to execute and deliver the Notice set forth in Exhibit A hereto and to publish such Notice on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication of the Notice to be at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's

website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 3. Designation of Self-Supporting Securities. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 4. Authorization of Preliminary Official Statement. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement relating to the Certificates and authorizes the Mayor, the City Manager, and the Finance Director to approve the final form of and deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

Section 5. Authorization of Other Matters Relating Thereto. The Mayor, City Clerk, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

Section 7. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

[*signature page follows*]

PASSED AND APPROVED this 21st day of August 2023.

_____
Mayor
City of Pharr, Texas

ATTEST:

_____
City Clerk
City of Pharr, Texas

(SEAL)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Commission of the City of Pharr, Texas (the "City") will meet at its regular meeting place at City Hall, Commissioners' Room, 118 S. Cage Blvd., 2nd Floor, Pharr, Texas 78577 at __:__ p.m. on the 16th day of October 2023, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation in one or more series, payable from an annual ad valorem tax, as well as a limited pledge of $1,000 of the surplus revenues of the City's water and sewer system, in the maximum aggregate principal amount of $50,000,000, bearing interest at any rate or rates, not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Commission at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the design, engineering, acquisition, construction, and equipping of _____, and (ii) the cost of professional services incurred in connection therewith. The estimated combined principal and interest required to pay the Certificates on time and in full is $_____. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of ____%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) is $_____, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is $_____.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 21st day of August 2023.

_____
Mayor
City of Pharr

EXHIBIT B

SELF SUPPORTING DEBT

Principal Amount Designated as Self Supporting	Series Designation
$4,075,000	Combination Tax and Limited Pledge Revenue Certificates of Obligation, Taxable Series 2012
$1,375,000	Combination Tax and International Bridge Revenue Refunding Bonds, Series 2015A
$1,430,000	General Obligation Refunding Bonds, Series 2015B
$12,635,000	Combination Tax and Revenue Refunding Bonds, Series 2017
$4,004,264	Tax Notes, Series 2017
$23,519,264	**Total Principal Amount Designated as Self-Supporting**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: August 15, 2023
MEETING DATE: August 21, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to ratify the closing amount for STX Underground LLC. from Brownsville, Texas for the Fiber Optic Network Phase V Project from $5,718,802.76 to $6,168,039.10 **This item supports QL - Quality of Life.**

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

Issue: Close out project for Fiber Optic Phase V for TeamPharr.net was previously taken to commission with the incorrect amount of $5,718,802.76. Project closed out for the amount of $6,168,039.10. (Project# 2223-01-510-C001-001)

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 8/15/2023
Mayra Gomez	Approved - 8/15/2023
Ruben Alfaro	Approved - 8/18/2023
Hilda Pedraza	Approved - 8/18/2023
Ricardo Rodriguez	Approved - 8/18/2023
Karla Saavedra	Approved - 8/18/2023
City Management Office	Final Approval - 8/18/2023

Pharr, TX

Purchase Order Activity Report

Purchase Order Summary

Vendor Number: 0189571 **Vendor Name:** ROLANDO MARTINEZ JR
Purchase Order: 184983

Date	Activity Type	Payable ID	Activity Amount	Balance
1/19/2023	Issued		$9,813,027.07	$9,813,027.07
1/27/2023	Invoiced	PHASE 5-#1	$676,227.58	$9,136,799.49
1/27/2023	Invoiced	PHASE 5-#2	$1,146,947.35	$7,989,852.14
5/5/2023	Invoiced	PHASE 5-#3	$2,000,048.78	$5,989,803.36
5/5/2023	Invoiced	PHASE 5-#4	$1,566,772.14	$4,423,031.22
5/5/2023	Invoiced	PHASE 5-#5	$328,806.93	$4,094,224.29
TOTAL PAID UP TO DATE AS OF 5/5/2023			$5,718,802.78	
6/2/2023	Invoiced	PHASE 5-#6	$449,236.34	$3,644,987.95
GRAND TOTAL CLOSE OUT			$6,168,039.12	