

**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, JANUARY 15, 2024**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

A) Proclamation proclaiming National Human Trafficking Awareness Month.

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

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

A) Public hearing on development services cases

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

A) Submission of Sales Tax Collection Report for January 2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

B) Submission of 1st Quarter 2023-2024 City of Pharr Investment Report. **This item supports SG - Sound Governance and Fiscal Sustainability.**

C) City Events of Interest

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

A) Consideration and action, if any, authorizing City Manager to advertise to Request for Qualifications for the City of Pharr Comprehensive Plan Update. **This item supports QL - Quality of Life. (PURCHASING)**

B) Consideration and action, if any, authorizing City Manager to extend the Supply Contract for Purchase of Structural Firefighting Personal Protective Equipment for the Fire Department with Casco Industries, Inc. from Shreveport, LA. **This item supports SSC - Safe and Secure Community. (PURCHASING)**

C) Consideration and action, if any, authorizing City Manager to extend the Supply Contract for Purchase of Structural Firefighting Personal Protective Equipment for the Fire Department with North American Fire Equipment Co., Inc. (NAFECO) from Decatur, AL. **This item supports SSC - Safe and Secure Community. (PURCHASING)**

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

1. 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as Lot 1, 7-11 Cage Addition, Pharr, Hidalgo County, Texas. The property's physical address is 6024 North Cage Boulevard. CUP#231106 **This item supports EV - Economic Vitality.**

2. 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is legally described as Lot 1, Circle K #9142 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7401 South Jackson Road. CUP#231107 **This item supports EV - Economic Vitality.**

AGENDA REGULAR MEETING
January 15, 2024

3. Georgina Garza De Lujan, DBA Mariscos y Micheladas El Primo, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.059 acres, more or less, out of Lot 2, CVS Pharmacy No. 10142 Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1305 South Cage Boulevard, Suites 1 & 2. CUP#231105 **This item supports EV - Economic Vitality.**

4. RUDS Engineering & Construction Services, LLC., representing Maria R. Medrano, 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 Heavy Commercial District (H-C). The property is legally described as being 2.67 acres, more or less, out of Lot 233, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1106 East Moore Road. COZ#231205 **This item supports EV - Economic Vitality.**

5. MMTP Family Irrevocable Trust, representing Cotton Kids Properties Limited Partnership, LLP., 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 Townhouse Residential District (R-TH). The property is legally described as 9.00 acres, more or less, out of Lot 360, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1200 West Anaya Road. COZ#231204 **This item supports EV - Economic Vitality.**

6. R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting 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 Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6801 South Jackson Road. CUP#120529 **This item supports EV - Economic Vitality.**

7. Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 0.071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1101 East Nolana Loop. CUP#150101 **This item supports EV - Economic Vitality.**

E) PLATS:

1. Spoor Engineering Consultants, Inc., representing Ricardo Arturo Diaz, is requesting final plat approval of the proposed Lark Industrial Park Subdivision. The property is legally described as being a 3.00 acre tract of land out of Lot 363, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 600 and 700 Block of West Anaya Road. SUB#220412 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution authorizing the donation of city-owned emergency medical services equipment to the City of Alton. **This item supports QL - Quality of Life.** (ADMINISTRATION)

B) Consideration and action, if any, on Resolution declaring surplus of Pharr International Bridge vehicles and equipment. **This item supports EV - Economic Vitality.** (PURCHASING)

C) Consideration and action, if any, on Resolution entering into an agreement with Texas Department of Transportation for closure of South U.S. 281 and East Old Business 83 for the purpose of conducting the 18th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 2, 2024. **This item supports QL - Quality of Life.** (PARKS)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into a Service Contract for Public Relations Consulting Services with Lone Star Consulting from McLean, VA. **This item supports SE - Service Excellence.** (PURCHASING)

B) Consideration and action, if any, authorizing City Manager to enter into a Service contract with US Bancorp Government Leasing and Finance Inc., from Denver, CO for Capital Lease Financing on the Capital Equipment approved for FY 2023-2024. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PURCHASING)

C) Consideration and possible action, if any, authorizing City Manager to enter a Fiber Joint Use Contract agreement with Gigabit Fiber. **This item supports IF - Infrastructure.** (ADMINISTRATION)

D) Consideration and action, if any, authorizing city manager to negotiate and enter into a contract for structural assessment services for Tierra del Sol Clubhouse with Chanin Engineering, LLC. **This item supports IF - Infrastructure.** (ENGINEERING)

E) Consideration and action, if any, authorizing city manager to negotiate and enter into a contract for Microbial Assesment services for Tierra del Sol Clubhouse with Terracon Consultants, Inc. **This item supports IF - Infrastructure.** (ENGINEERING)

AGENDA REGULAR MEETING

January 15, 2024

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

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

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

Pursuant to Section 551.074, the Board may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

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

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

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

11. ADJOURNMENT:

AGENDA REGULAR MEETING
January 15, 2024

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 12th day of January 2024 at 4:00 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 12th day of January 2024




IMELDA PEREZ, TRMC
ASSISTANT CITY CLERK

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

Title: _____

Proclamation



WHEREAS, National Human Trafficking Awareness Month was first proclaimed in 2016 to call attention to the injustice of modern slavery and human trafficking that still occurs in too many places around the world- including in the United States; and

WHEREAS, as we continue our fight to deliver on the promise of freedom, we commemorate the Emancipation Proclamation, which became effective on January 1, 1863, and the 13th Amendment, which was sent to the States for ratification on February 1, 1865; and

WHEREAS, throughout the month of January 2024, we highlight the many fronts in the ongoing battle to end modern day slavery-- including the efforts of the Pharr Police Department and the Rio Grande Valley Anti Human Trafficking Taskforce, which is comprised of Federal, State, Regional and local law enforcement agencies, prosecutors, victim service agencies, and social service providers in Hidalgo County, who are working to end human trafficking; and

WHEREAS, the victims of Human Trafficking are men and women, adults and children; yet all are denied basic human dignity and freedom; and

WHEREAS, victims can be abused in their own countries, or find themselves far from home and vulnerable. Whether they are trapped in forced sexual or labor exploitation, human trafficking victims cannot walk away, but are held in service through force, threats, and fear. All too often suffering from horrible physical and sexual abuse, it is hard for them to imagine that there might be a place of refuge; and

WHEREAS, we must join together as a community in Hidalgo County to provide a safe haven by protecting victims and prosecuting traffickers; and

WHEREAS, the City of Pharr urges its residents to educate themselves about all forms of modern slavery, the signs and consequences of human trafficking. The city also observes this month with appropriate programs and activities that recognize the vital role we play in ending human trafficking.

NOW THEREFORE, I Ambrosio Hernandez, do hereby proclaim the month of January 2024 as:

“Human Trafficking Awareness Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 15th day of January 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: January 12, 2024

MEETING DATE: January 15, 2024

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

Created/Initiated - 1/12/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: January 12, 2024

MEETING DATE: January 15, 2024

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Sales Tax Collection Report for January 2024. **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 1.85% YTD TRUE GROWTH compared to last Year 2022 and -1.06% DECREASE compared to last November 2022 payments.

Fiscal Consideration:

n/a

Staff Recommendation: Presentation only

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
Ricardo Rodriguez
City Management Office

Created/Initiated - 1/12/2024
Approved - 1/12/2024
Final Approval - 1/12/2024



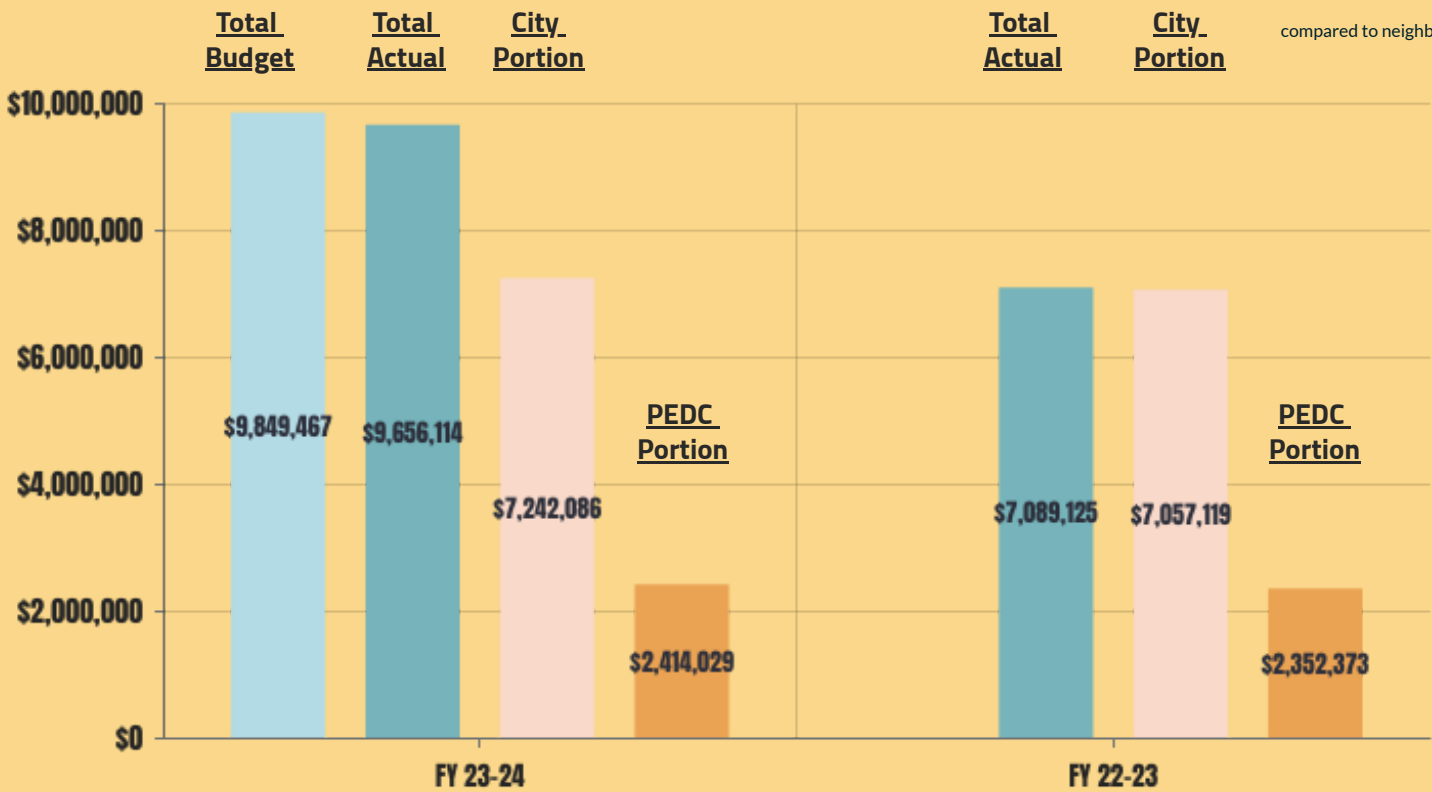
CITY OF PHARR SALES TAXES

as of January 2024
FY 2023-2024

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 10

compared to neighbor Cities



1.03% YTD

Increase in Sales Tax from
Last Year*



1.03%

Compared to December
2022 Cash Basis.



-1.96%

Less than Budget

*Growth is based on Calendar Year per Texas State Comptroller
Fiscal Year Growth is 2.62%.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: January 12, 2024

MEETING DATE: January 15, 2024

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of 1st Quarter 2023-2024 City of Pharr Investment Report.
This item supports SG - Sound Governance and Fiscal Sustainability.

Classification: Regular

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

Issue: This report is to comply with the Public Funds Investment Act Reporting requirements. In the past, we used to report investments in the Quarterly Report. Finance is now recommending issuing a separate report as part of City Manager's Report every quarter.

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
Ricardo Rodriguez
City Management Office

Created/Initiated - 1/12/2024

Approved - 1/12/2024

Final Approval - 1/12/2024

City of Pharr Investment Report 1st Quarter FY 2023-2024



Contents

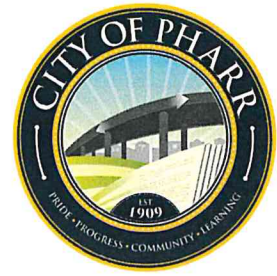


Investment Report Summary - 01
Comparison of Portfolio - 02
Change in Market Value- 03
Demand Deposit Allocation-04
Investment Pool Activity-05
Weighted Average Maturity and Yield- 06
Benchmarks and Depository Collateral-07

City of Pharr, TX

Investment Report Summary

December 31st, 2023



COMPLIANCE

This report complies with the requirements of the Public Funds Investment Act as well as the City of Pharr's adopted investment policy. The City is in compliance with all provisions of the Public Funds Investment Act and the City of Pharr's investment policy. The City's investment portfolio includes activity in demand deposits, Certificates of Deposits and Investment Pools.

LIQUIDITY

The greatest length of maturity for all of our investments is 61 days. The weighted average maturity excluding demand deposits is 139 days.

CHANGE IN BOOK AND MARKET VALUE

The investment market value was roughly **\$126.81 million** and had decreased by approximately -\$28.25 million from the previous quarter. This net effect is due to large expenses related to construction.

PORTFOLIO YIELD

The portfolio yield of 3.62% was below the benchmark yields on the six-month T-Bill and Average Federal Funds Rate, which were 5.33% and 5.27% respectively (per Federal Reserve website yield postings). Safety and liquidity are a greater concern than yield.

INVESTMENT MATURITIES/PURCHASES

The attached schedules are also a part of this investment report.



Karla Saavedra, CGFO
Finance Director

City of Pharr, TX

Comparison of Portfolio to Policy Limits

as of December 31st, 2023

Limits on Types of Securities	Target Investment Level	Portfolio Cap	Actual Percentage of Portfolio	Positive/(Negative) % Variance Policy Limits
Demand Deposits	N/A	N/A	56.60%	N/A
Certificates of Deposits	10%	30%	0.00%	30.00%
U.S. Treasury Obligations	30%	80%	0.00%	80.00%
U.S. Government Securities	30%	50%	0.00%	50.00%
Public Funds Investment Pools	30%	80%	43.40%	36.60%

Limits on Maturities	Minimum Allowable % of Portfolio	Actual Percentage of Portfolio	Positive/(Negative) % Variance Policy Limits
Available within 1 month	25%	100%	31.60%
Available within 3 months	33%	100%	23.60%
Available within 6 months	50%	100%	6.60%
Available within 1 year*	70%	100%	-13.40%
Available within 2 years	100%	100%	N/A

	Maximum Allowable	Maximum Actual Maturity	Policy Limit Days Available
Days to Maturity	730	139	591

** Available within 1 year is made up of Bond Proceeds which is allowable under the City of Pharr Policy Investment 100% of Pooled Investments are Bond Proceeds*

City of Pharr, TX

Market Value Analysis

December 31st, 2023

Beginning Value-September 30th, 2023

\$155,060,444

Investment Activity:

Purchases through Pool Investments 55,000,000

Net Changes in Market Price 90,198

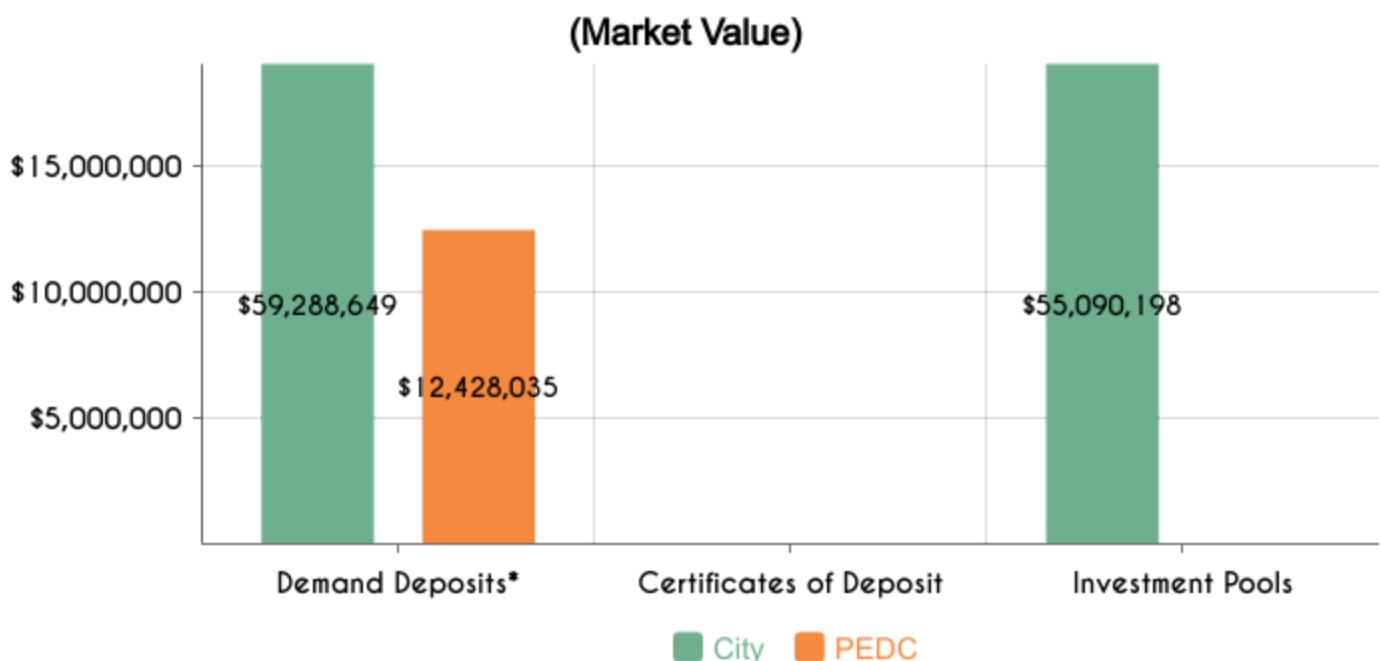
55,090,198

Bank Depository Deposits/(Withdrawals)-Net

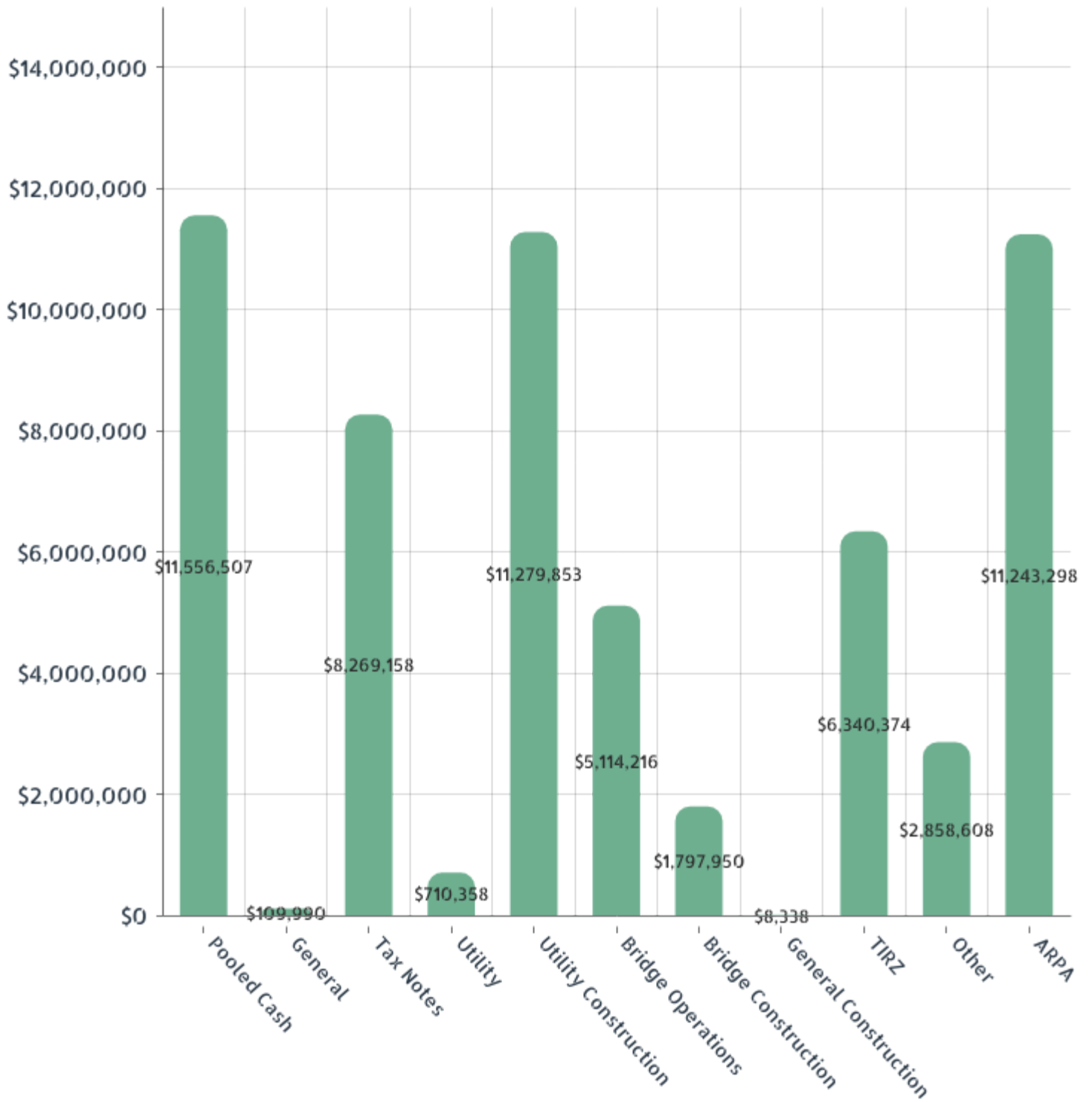
(83,343,761)

Ending Value-December 1st, 2023

\$126,806,881



City of Pharr, TX
Demand Deposit Allocation
December 31st, 2023



City of Pharr, TX
Investment Pool Activity
December 31st, 2023

Trade Date	Security Description	Maturity Date	Rate	Investment Amount
11/06/23	TERM-TEXAS TERM DEC 24	05/03/24	5.74%	\$4,000,000
11/06/23	TERM-TEXAS TERM DEC 24	06/03/24	5.74%	\$16,650,000
11/06/23	TERM-TEXAS TERM DEC 24	06/03/24	5.74%	\$4,000,000
11/06/23	TERM-TEXAS TERM DEC 24	07/01/24	5.74%	\$5,500,000
11/06/23	TERM-TEXAS TERM DEC 24	07/01/24	5.77%	\$4,000,000
11/06/23	TERM-TEXAS TERM DEC 24	08/01/24	5.72%	\$5,500,000
11/06/23	TERM-TEXAS TERM DEC 24	08/01/24	5.74%	\$4,000,000
11/06/23	TERM-TEXAS TERM DEC 24	08/27/24	5.74%	\$5,650,000
	TOTAL TEXAS TERM			\$49,300,000
	TEXAS DAILY	N/A	5.58%	\$3,700,000
	TEXAS DAILY	N/A	5.58%	\$2,000,000
	TOTAL TEXAS DAILY			\$5,700,000
	TOTAL INVESTMENTS IN TEXAS RANGE POOL*			\$55,000,000

* All Investments are Bond Proceeds

City of Pharr, TX
Weighted Average
December 31st, 2023



56.60%

or \$71.71 Million
in Demand Deposits
at an average of
2.00% YTM



0%

or \$.0Million
in Demand Deposits



43.40%

or \$55 Million
in Investment Pool at Texas
Range

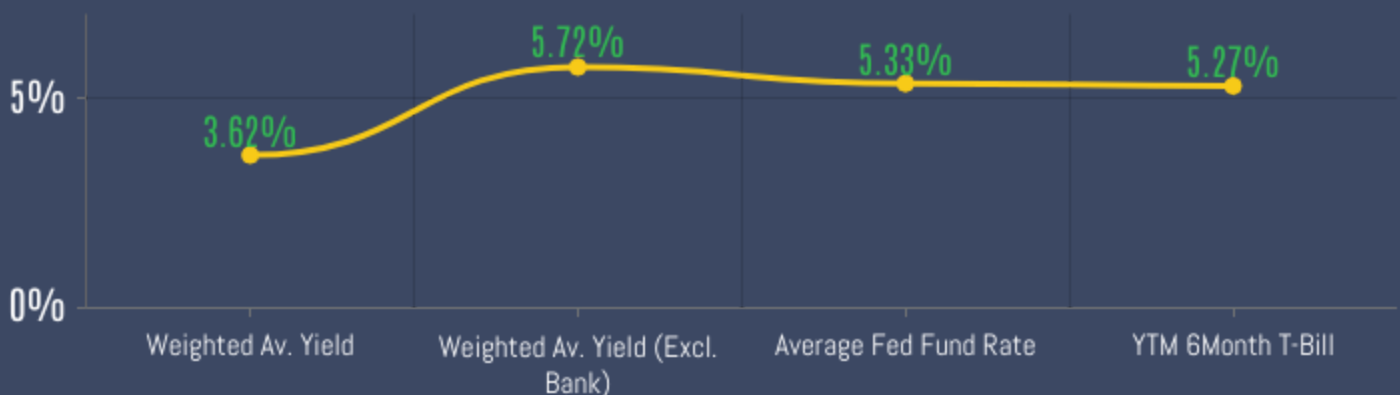
61

Weighted Average Days to
Maturity

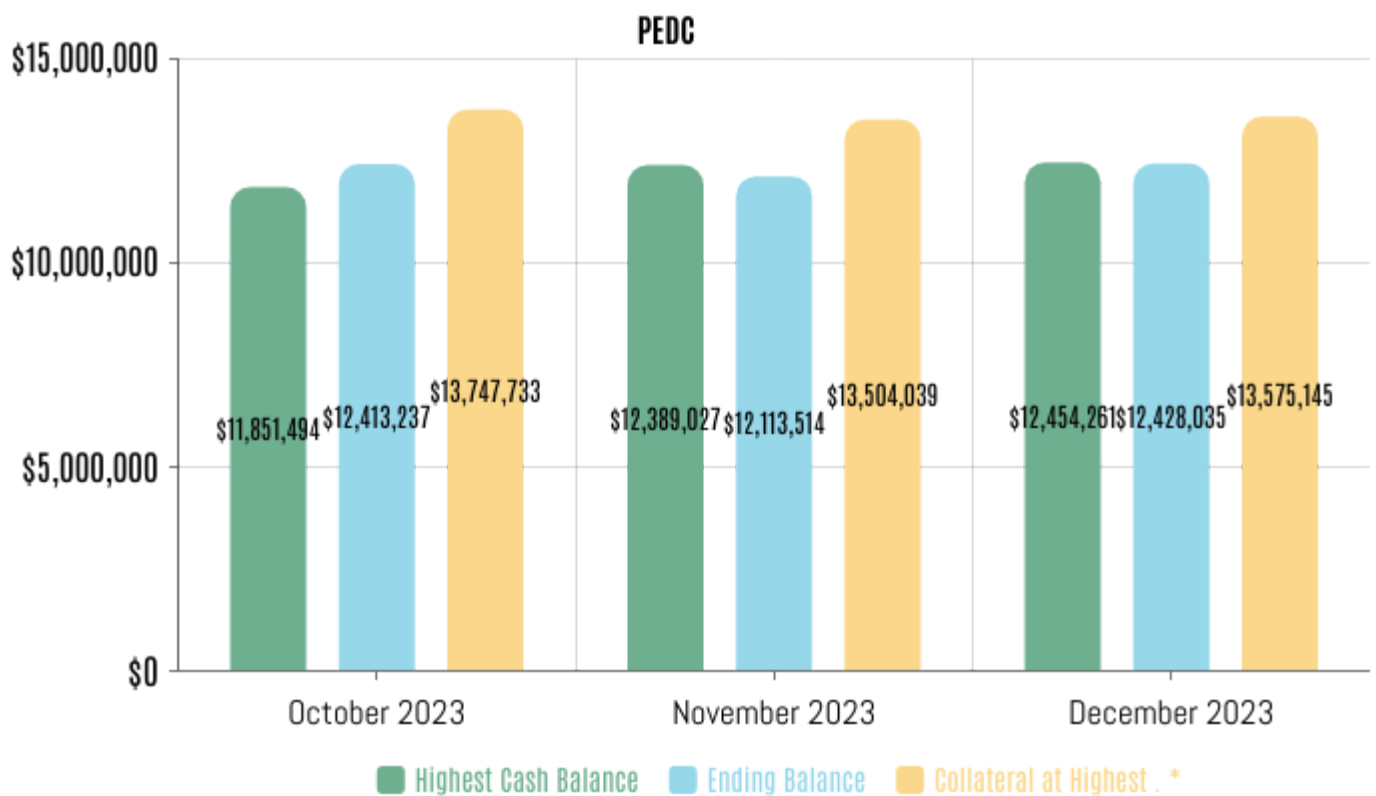
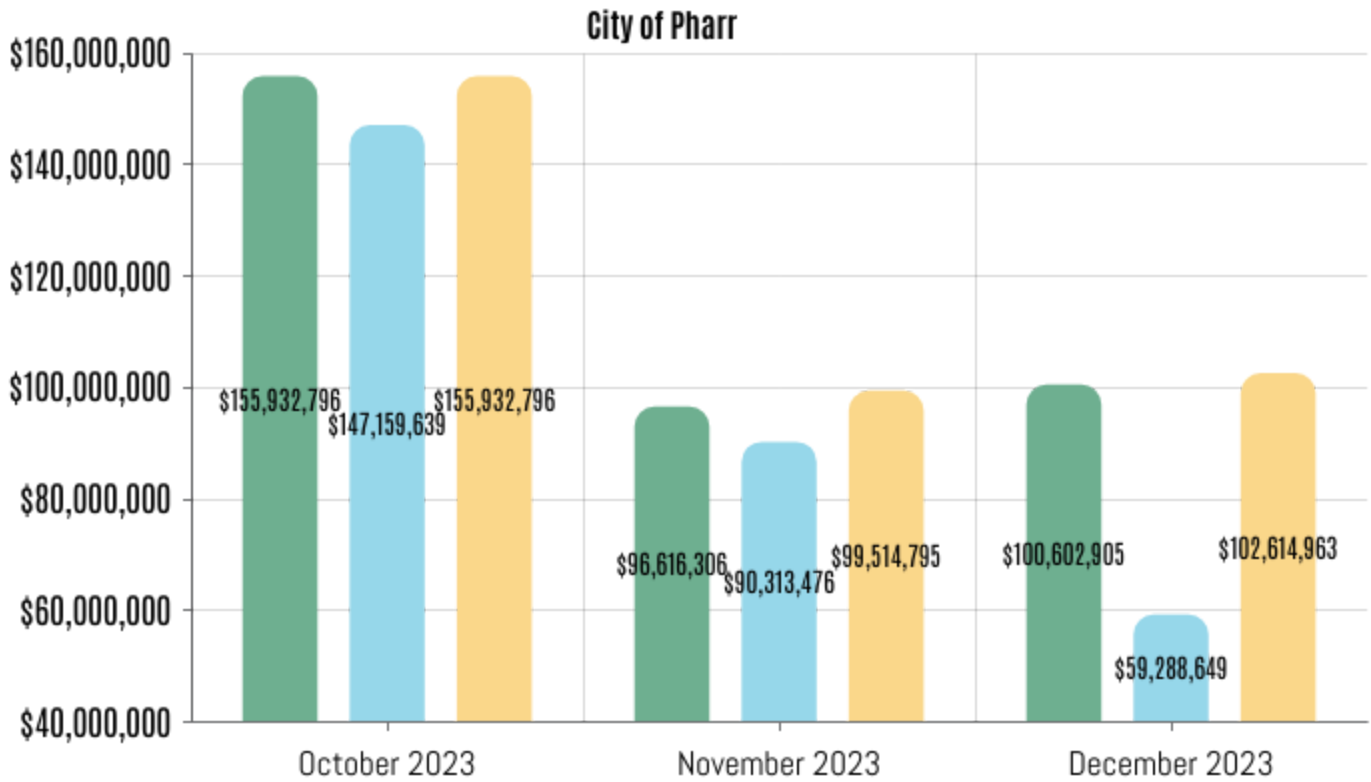
139

Weighted Average Days to
Maturity-(Excl. depository bank)

Benchmark Rates



City of Pharr, TX Depository Collateral December 31st, 2023



* Calculated as percentage above highest cash balance per LSNB and Texas Regional



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: January 12, 2024

MEETING DATE: January 15, 2024

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

Created/Initiated - 1/12/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: January 5, 2024

MEETING DATE: January 15, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise to Request for Qualifications for the City of Pharr Comprehensive Plan Update. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The city of Pharr would like to request qualifications for the Comprehensive plan update. This is to develop a unified comprehensive plan and new vision for the City of Pharr. Project# 2324-01-527-S20-380

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 1/5/2024

Mayra Gomez

Approved - 1/5/2024

Kimberly Mendoza

Approved - 1/10/2024

Hilda Pedraza

Approved - 1/10/2024

Ricardo Rodriguez

Approved - 1/10/2024

Karla Saavedra

Approved - 1/12/2024

City Management Office

Final Approval - 1/12/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: January 12, 2024

MEETING DATE: January 15, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract for Purchase of Structural Firefighting Personal Protective Equipment for the Fire Department with Casco Industries, Inc. from Shreveport, LA. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: Supply contract extension for the Purchase of Structural Firefighting PPE with Casco Industries for one (1) additional year with the agreed new quote pricing for use by department personnel during emergency response. The department provides PPE for all new hires, as well as, replaces PPE due to wear, tear or age.

Cairns Traditional Helmet \$420.00; Helmet Front w/Chrome \$93.00; Helmet Front w/Gold \$104.00; Boots \$359; Gloves \$125; Extrication Gloves \$26.00; Viper Max Hood \$78.00 (Year 2 of 3)

(Project# 2223-01-515-SP002-179)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends one (1) year extension

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 1/12/2024

Mayra Gomez

Approved - 1/12/2024

Pilar Rodriguez

Approved - 1/12/2024

Hilda Pedraza

Approved - 1/12/2024

Ricardo Rodriguez

Approved - 1/12/2024

Karla Saavedra

Approved - 1/12/2024

City Management Office

Final Approval - 1/12/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: January 9, 2024

MEETING DATE: January 15, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract for Purchase of Structural Firefighting Personal Protective Equipment for the Fire Department with North American Fire Equipment Co., Inc. (NAFECO) from Decatur, AL . **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: Supply contract extension for the Purchase of Structural Firefighting PPE with NAFECO for one (1) additional year with the agreed new quote pricing for use by department personnel during emergency response. The department provides PPE for all new hires, as well as, replaces PPE due to wear, tear or age.
Custom Turnout Coat \$4,769.01; Custom Turnout Pants \$3,057.00 - Project# 2223-01-515-SP002-179 (Year 2 of 3)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends one (1) year extension

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Mayra Gomez
Pilar Rodriguez
Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 1/9/2024
Approved - 1/9/2024
Approved - 1/12/2024
Approved - 1/12/2024
Approved - 1/12/2024
Approved - 1/12/2024
Final Approval - 1/12/2024



Pharr

Purchasing



REQUEST FOR CONTRACT EXTENSION

COMPANY	ATTENTION	PHONE	EMAIL
NAFECO	Ronald Woodall	256-353-7100	ronald.woodall@nafeco.com

FROM: MARITZA MAGALLAN, CONTRACT COMPLIANCE OFFICER

DATE: 12/1/2023

SUBJECT: PROJECT NO. 2223-01-515-SP002-179

SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF STRUCTURAL FIREFIGHTING PPE

Please be advised that the above referenced contract with the City of Pharr is **due to expire on Tuesday, January 16, 2024**. We are requesting your consideration to extend the contract for one (1) additional year; **unit price(s) as per agreed increase percentage**. Terms and conditions shall be as per the original proposal. If you wish to extend/not extend the contract, please check appropriate box below. Please submit your response by **Tuesday, December 12, 2023** via email to maritza.magallan@pharr-tx.gov & mayra.gomez@pharr-tx.gov

☒ YES, I will extend the above referenced contract at the same price and terms and conditions as per the original proposal.

☐ NO, I will not extend the above referenced contract.

CONTRACT EXTENSION WOULD BE THROUGH January 16, 2025

Ronald Woodall
Signature

Vice President
Title

Ronald Woodall
Print Name

12-11-2023
Date

If you have any questions, please do not hesitate to contact our office at (956) 402-4231



7200 Poe Ave, Suite 400
Dayton, OH. 45414

Phn 800-421-2926
Fax 877-803-1032

RETAIL

Department:

Pharr Fire - Rescue Dept.

Pharr, Texas
United States

Dealer Hdqtrs.

NAFECO
Gabe Labonte
1515 W. Moulton St.
Decatur, Alabama 35601
United States

Reference #

PSGQ13758-K-RE

Dist Sls Mgr**Sales Coord.**

Jay Salyers

Prepared By

Jay Salyers

Start**Expiration**

1/31/2025

Document Name PSGQ13758-K_RETAIL

Freight Terms**Shipment ARO****Payment Terms****Ship Via**

PSGQ13758-K-

Pricing Page: 1

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
1	1	*** Custom Turnout Coat - 2024^ ***		\$4,769.01	\$4,769.01
2		>>> 38" COAT LENGTH (UPCHARGE)	\$136.00		
3					
4		Coat Model / Design	V-Force® Bi-Swing Coat		
		LION® Turnout V-Force® Bi-Swing Coat			
5		Coat Model / Design	CVBM/F		
		MALE 29" (CVBM-29), 30.5" (CVBM-305), 32" (CVBM-32), 33.5" (CVBM-335), 35" (CVBM-35) & 38" (CVBM-38); FEMALE 29" (CVBF-29) & 32" (CVBF-32)			
6		Coat Liner & Moisture Barrier	K7 - Vented		
		Vented Liner, Glide Ice™ face cloth quilted to DWR treated 2.3 oz NOMEX®/Kevlar® spunlace & DWR treated 1.5 oz AraFlo®, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane			
7		Coat Inner Yoke Reinforcement	LYR233		
		(Std) Semper Dri® front and back yokes sewn to coat thermal liners. (RM1377-059) - V-Force Bi-Swing			
8		Coat Water Well	CLW227		
		(Std) Chambray DWR 2-Layer AraFlo E89 Quilt with Chambray face cloth//Pajama Check CROSSTECH with 1" elastic wrist shield. Waterwell with 3/4" loop, male snap, sewn to coat liner sleeves. - V-Fit			
9		Coat Wristlets	CLW753		
		(Std) 8" isodri® over the hand- KEVLAR® / NOMEX® / Spandex®			

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
		construction			
10		Coat Outer Shell Material	7oz PBI® Max Natural		
		PBI® Max, 7.0 oz., Natural Color			
11		Reflective Trim	CT504PTY		
		3" Viz-a-V™ Yellow Ventilated Triple Trim for V-Force			
12		Drag Rescue Device	BHS020		
		(Std) DRD: Firefighter Recovery Harness with 2" welt and 4.5x3.25" flap with rounded corners. 1 piece 1x2" loop for harness storage. 2 pieces 1x2" loop on shell flap closure, 2 pieces 1x2" hook on flap. 1 piece 1.5x2" hook on harness. 1 piece 2x2" loop underneath chest trim for harness storage, 1 pair 1x3.5" self-fabric straps with 1x2" hook and loop. The loop handle shall have a silver retro-reflective LION logo patch.			
13		Reflective Trim	CTB26PT3Y		
		3" Yellow Ventilated Triple Trim reflective trim, set vertical down flap of firefighter recovery harness, 4 rows lockstitch.			
14		Coat Shell Attachment	CSA709		
		(Std) 1x2" Self Fabric strap w/ 1 end sewn to coat shell & opposite end loose w/ 1 female non-logo snap, 1 male snap on liner centered at bottom rear panel to align w/ the female snap. (Cannot be used on coat where liner is 3" from shell). (Standard on V-Force)			
15		Coat Collar	CR236		
		(Std) 3" split self fabric collar with CROSSTECH® PJ lined. 2 pieces 1x3" hook on each end inside and two pieces 1" hook set 1/2" from center along top edge for liner attachment. 1.5x4" hook&loop for front closure. V-Fit			
16		Collar Flashing	CLF221		
		(Std) 3" Self fabric, PJ CROSSTECH lined split collar with 2 pieces 1x3" loop on moisture barrier, 2 pieces 1" loop set 1/2" from center along top edge for attachment to shell. Use with CR236 & CR237			
17		Liner Inspection System	CLO208		
		(Std) Coat liner inspection system located at center right front of liner, with 1x4" loop. V-Fit coats			
18		MISC. Fasteners	MF020		
		(Std) 1.5x5" hook sewn to right front shell for the Coat Liner Inspection System - V-Fit			
19		Coat Cuff Reinforcement	CC711-BLK		
		Black Poly-Coated Aramid Cuff Reinforcements - V-Fit			
20		Coat Elbow Reinforcement	EB521-BLK		
		Contoured Black poly-coated aramid elbow patch w/ 1 layer GIC E-88 foam padding. V-Force Bi-Swing			
21		Coat Shoulder Reinforcement	SC715		
		(Std) Self fabric shoulder caps			

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
22		Coat Closure System	SF244		
		2.5" Stormflap (square corners) w/ 2 layers self fabric & 1 layer Gore RT7100 PTFE, thermal plastic zipper in (bottom 3" of zipper on left side is angled out), 1.5" hook & loop out (zipper in, loop on coat front, ****hook on stormflap****) w/ PCA tab for V-Fit Bi-Swing coat			
23		Coat Pockets			
24		Turn-Out Pockets	HP567		
		(2) 8.5x9" patch pocket & handwarmer combination with expandable 2" pleat self fabric 4.5" up inside on pocket, self fabric backer, 2 pieces 1.5 x2.75" loop on pocket & 2 pieces 1.5 x2.75" hook on flap. (For 29" coats, use HP573. For 26" coats, use HP600)			
25		Item Location for Above			
		Front bottom- Left & Right			
26		Turn-Out Pockets	RP511		
		3.5x9x2" Radio pocket with polycotton fully lined all 3 sides inside pocket, 1pc. 1x2" loop on pocket & 1pc. 1x3.5" hook on flap set 1.25" from serged end of flap. Antenna notch on flap.			
27		Item Location for Above			
		Chest Left			
28		Emblem	EM5		
		2x3" American Flag Emblem (Stars on upper right corner)			
29		Item Location for Above			
		Sleeve Right			
30		Flashlight Strap	FLS554		
		1.25x8.5" self fabric flashlite strap with 1 piece 1x2" loop on one end & 1 piece 1x2" hook on other end, 1x2 self fabric with 703 fastener bartacked 5" above strap.			
31		Item Location for Above			
		Right Chest			
32		Lettering Patches	LP15		
		4x15" 1 line letter patch			
33		Instructions for Above	SPECIAL INSTRUCTIONS		
		>>> LP15 TO BE BLACK.			
34		Lettering Patch Attachment	LPSP8		
		The Letter Patch shall be sewn directly to Coat.			
35		Location for Patch			
		Across yoke			
36		Sewn On Lettering	LTSL3YNS		
		Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) 6 - 12 Alpha Numeric Name Characters			

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
37		Lettering Lettering to read - PHARR			
38		Location for Lettering On above LP15 patch			
39		Lettering Patches 5x18" contoured 2 layer self fabric one line letter patch to be attached to hem of coat.	LP34		
40		Instructions for Above >>> LP34 TO BE BLACK.	SPECIAL INSTRUCTIONS		
41		Lettering Patch Attachment There shall be 1.5x18" hook sewn to top edge of 5x18" patch and 1.5x18" loop sewn with while thread through the trim to coat back inside at hem.	LPV13		
42		Lettering Patch Attachment 1 male snap at top corners of letter patch & 2 female logo snaps on inside of shell to align with the male snaps = 2 male & 2 female nonlogo snaps.	LPS6		
43		Sewn On Lettering Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) 6 - 12 Alpha Numeric Name Characters	LTSL3YNS		
44		Lettering Lettering shall be for FF LAST NAME			
45		Location for Lettering On above LP34 patch			
46		Lettering Patches 5x3" Letter Patch	LP8		
47		Instructions for Above >>> LP8 TO BE BLACK AND SET HORIZONTAL.	SPECIAL INSTRUCTIONS		
48		Lettering Patch Attachment The Letter Patch shall be sewn directly to Coat.	LPSP4		
49		Location for Patch Left upper sleeve.			
50		Sewn On Lettering Sewn On 2" Lime Yellow 3M™ Scotchlite™ Letters (each line) max 5 Alpha Numeric ID Characters	LTSL2YIS		
51		Lettering Lettering to read - PFD			
52		Location for Lettering On above LP8 patch			

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
53		Mic Tab	MT503		
		1x3" triple layer self fabric mic tab bartacked each end.			
54		Item Location for Above			
		Left Chest above Radio Pocket			
55		Hanger Loop	HL02		
		(Std) 5/8" x 4 1/2" Self fabric hangerloop.			
56					
57	1	*** Custom Turnout Pants - 2024^ ***		\$3,057.00	\$3,057.00
58		---			
		--- INCLUDES SUSPENDERS ---			
59					
60		Pant Model / Design	PVFM/F		
		LION® Turnout V-Force® Pant			
61		Pant Liner & Moisture Barrier	K7 - Traditional		
		Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 2.3 oz NOMEX®/Kevlar® spunlace & DWR treated 1.5 oz AraFlo®, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane			
62		Liner Inspection System	PLO200		
		(Std) Pant liner inspection system with 1x3" loop located at right side of liner waist.			
63		MISC. Fasteners	MF018		
		(Std) 1x3" hook sewn to right shell front for the pant liner inspection system.			
64		Pant Outer Shell Material	7oz PBI® Max Natural		
		PBI® Max, 7.0 oz., Natural Color			
65		Pant Fly Closure	FLY233		
		(Std) Sewn on pant FLY with PJ CROSSTECH®, closure thermo plastic zipper inside with 1.5" hook & loop, 3/4" hook underneath PJ crosstech for liner attachment. V-Fit			
66		Take Up Straps	TUP506		
		1 pair 1/2" x 8 1/2" self fabric postman take-up straps, 2 bartacks each strap and 5/8" postman slides.			
67		Leg Tabs	LGT000-BLK		
		(Std) 2 Black Leather leg tabs per leg with non-logo female snaps.			
68		Pant Knee Reinforcement	KP211-BLK		
		(Std) Black Poly coated aramid contoured knees with Lite-N-Dri padding. V-fit			

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
69		Pant Cuff Reinforcement	PC504-BLK		
		Black Poly-coated aramid pant cuffs and 3x3.5" kick shield.			
70		Boot Cut	PMO542		
		"Boot cut" pant legs.			
71		Belts	BHS013		
		(Std) 2" wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick release mechanism.			
72		Belts and Harnesses	BL007		
		(Std) 3 Belt loops, 4" wide by 3.5" high, 2-layer self-fabric, double stitched to pant shell, bartacked all four corners			
73		Pant Pockets			
74		Turn-Out Pockets	FBP1002		
		9x10x2" Full Bellow Pocket w/ KEVLAR® lined all 4 sides, (2) add layer of outer shell fabric lined with KEVLAR® on shell side inside pocket, first layer 6.5" high, second layer 4.5" high, both layers stitched in 3" increments to create 6 comp, 1 pc. 2x9" loop on pocket, 3 pcs 1.5x3" hook on flap. --- USE FBP1042 ON SMALLER SIZES.			
75		Item Location for Above			
		Thigh Right			
76		Turn-Out Pockets	FBP579		
		10x10x2" Full Bellow pocket with KEVLAR® twill fully lined 3 sides inside pocket, 1pc 1.5x10" loop on pocket, 2 pcs 1.5x2.75" hook on flap. For 29" length coats, use FBP402			
77		Item Location for Above			
		Thigh Left			
78		Reflective Trim	PTC4PT3Y		
		3" Lime/Yellow Ventilated Triple Trim Reflective trim around leg bottoms-4 rows lockstitch.			
79		Suspender Tabs	PMO210		
		Four 2" wide self material suspender tabs with 1.75x3" leather reinforcement. 2 male and 2 female logo snaps, attached to waist with 2 on the front and 2 on the back. Reinforced with 2 bartacks on each tab.			
80		Suspenders	SB342T		
		42" (Regular) EZH H-Back Quick Adjust Non-Stretch Suspenders with trim w/ 2" metal loops, Black (Requires PMO210)			
81					

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
SubTotal					\$7,826.01
Sales Tax					\$0.00
Shipping					\$0.00
Total					\$7,826.01

Because of tax rules, the exact shipping locations, and the time that an order is submitted, the above tax is for reference only. Any applicable tax will be applied to the order at the time the order is received.

Lion First Responder PPE, Inc. hereby gives notice of its objection to any different or additional terms or conditions except for any such terms and conditions as may be expressly accepted by Lion First Responder PPE, Inc. in writing. Unless different or additional terms and conditions are accepted in writing, the terms and conditions stated above shall apply, and such terms and conditions supersede any prior or contemporaneous agreement or correspondence between the parties.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: January 12, 2024

MEETING DATE: January 15, 2024

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

Created/Initiated - 1/12/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.1.

DATE SUBMITTED: January 10, 2024

MEETING DATE: January 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as Lot 1, 7-11 Cage Addition, Pharr, Hidalgo County, Texas. The property's physical address is 6024 North Cage Boulevard.CUP#231106
This item supports EV - Economic Vitality.

Classification: Public Hearing

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

Issue: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Planning & Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of January 8, 2024, the Board voted unanimously to recommend approval of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements. There were six members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez

Created/Initiated - 1/10/2024
Approved - 1/10/2024

City Management Office

Final Approval - 1/10/2024



MEMORANDUM

DATE: MONDAY, JANUARY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#231106 (7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores)
--

GENERAL INFORMATION:

APPLICANT: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 1, 7-11 Cage Addition, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6024 North Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is Limited Industrial District (L-I) to the west, south, and half of east. The remaining half of the property to the east is zoned Single Family Residential District (R-1). The city limits lie to the north. The area is generally designated for commercial in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
HEALTH:	Recommends approval of the Conditional Use Permit.
DEVELOPMENT SERVICES:	Recommends approval of the Conditional Use Permit.
NOTIFICATION OF PUBLIC:	Nine (9) surrounding property owners were notified of the request by letter on December 28, 2023, and a legal notice was published in the Advance News Journal on December 27, 2023. Staff received no response to the letters or the legal notice.
DEVELOPMENT SERVICES RECOMMENDATIONS:	Development Services recommended <u>approval</u> of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.
PLANNING & ZONING COMMISSION:	At the Planning and Zoning Commission meeting of January 8, 2024, the Board voted unanimously to recommend approval of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements. There were six members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.
3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of

such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.

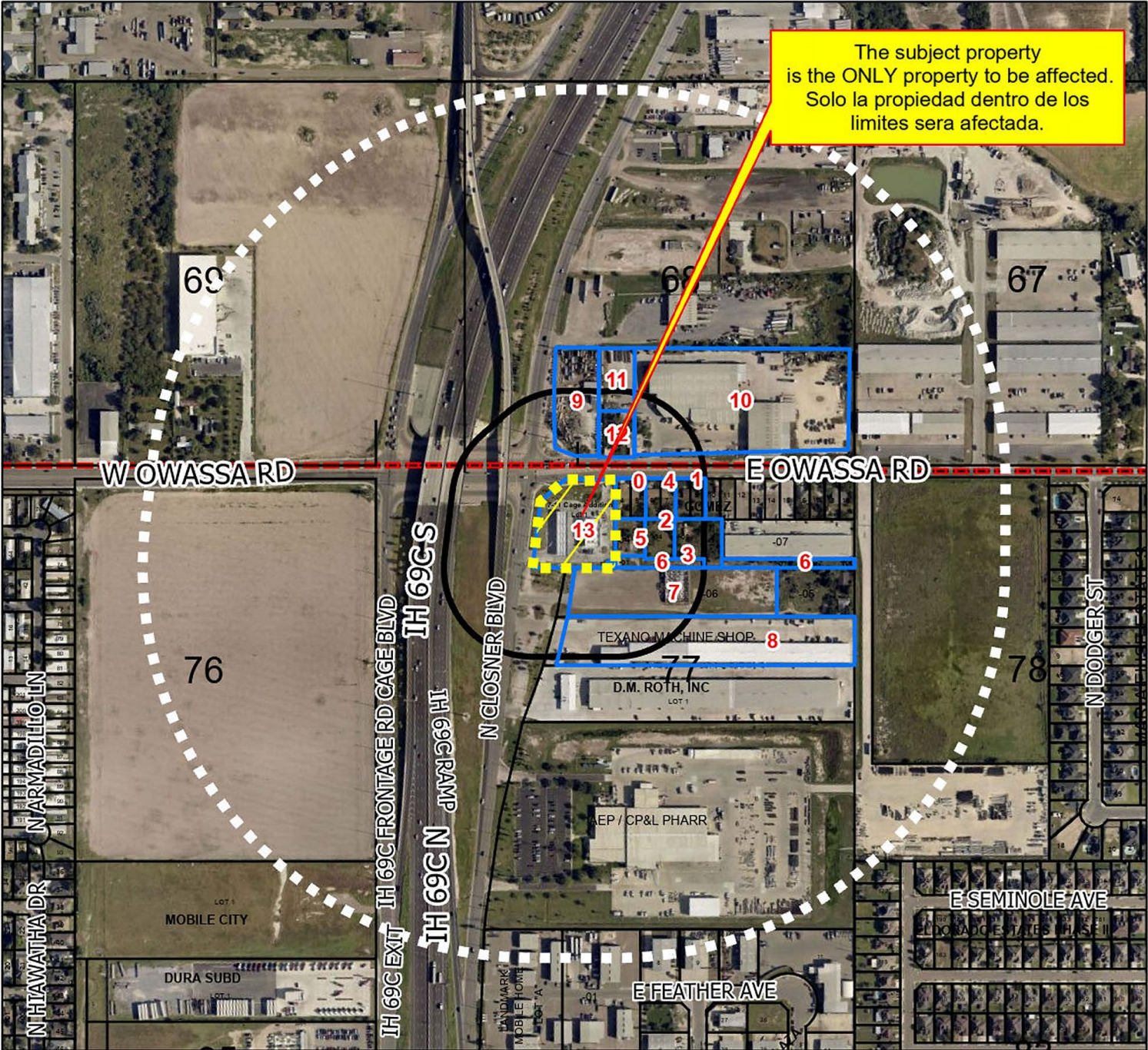
4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation. The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.

7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.

Proposed Conditional Use Permit
Stripes Store 41785H
7-Eleven Inc.
6024 N Cage Blvd.



Aerial

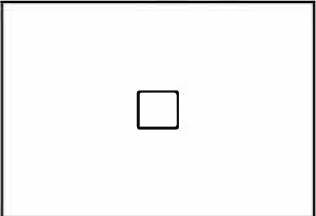
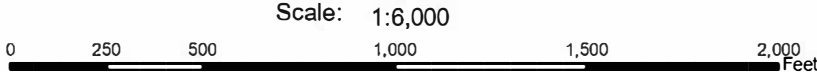


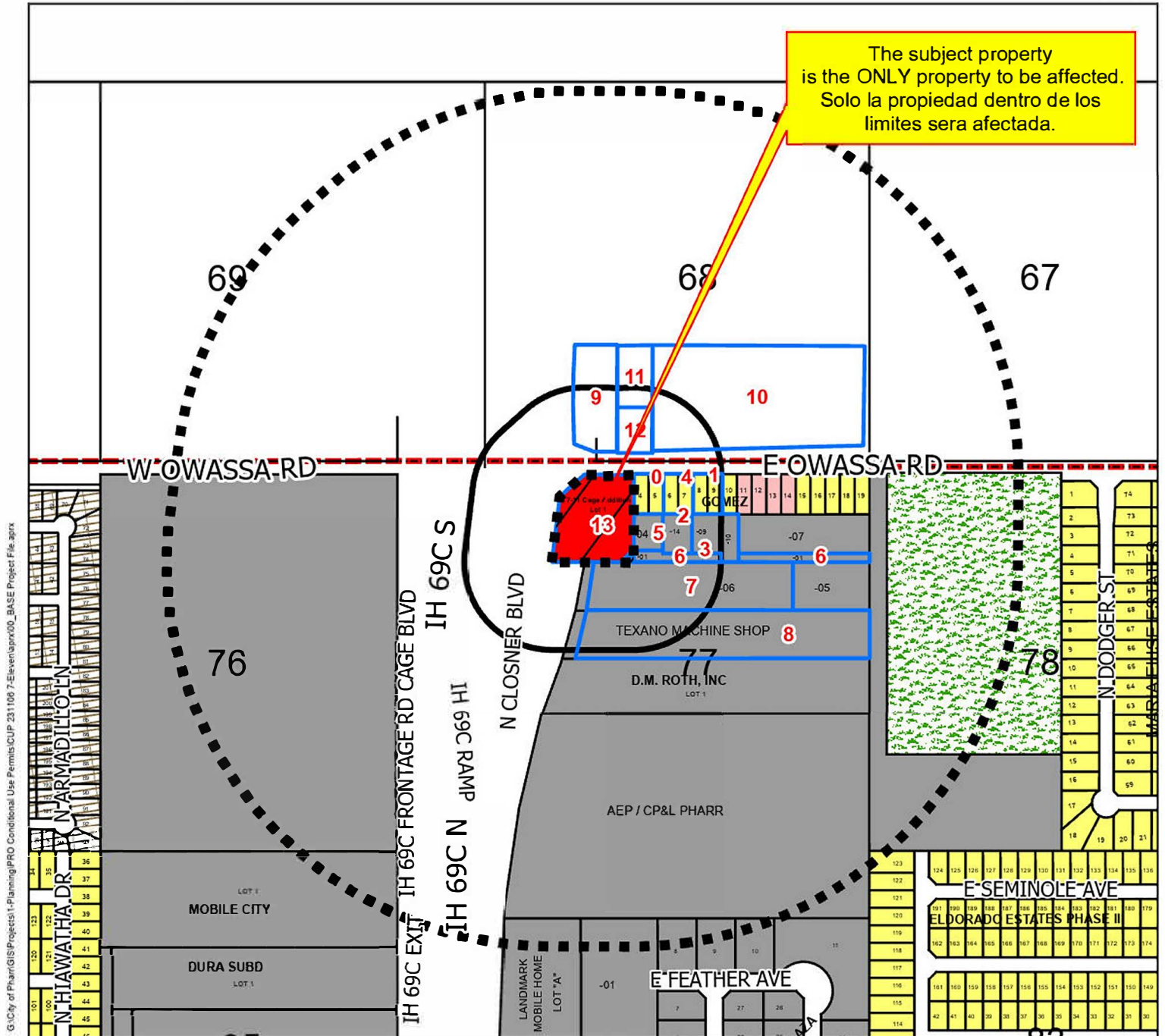
G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 231106 7-Eleven\proj\00_BASE Project File.aprx

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

- Notified Properties
- 300 ft. Notification Buffer
- Subject Property
- Quarter Mile Radius

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.





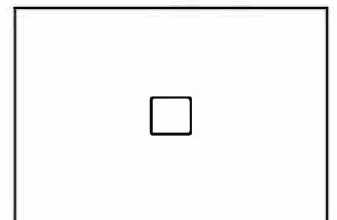
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial

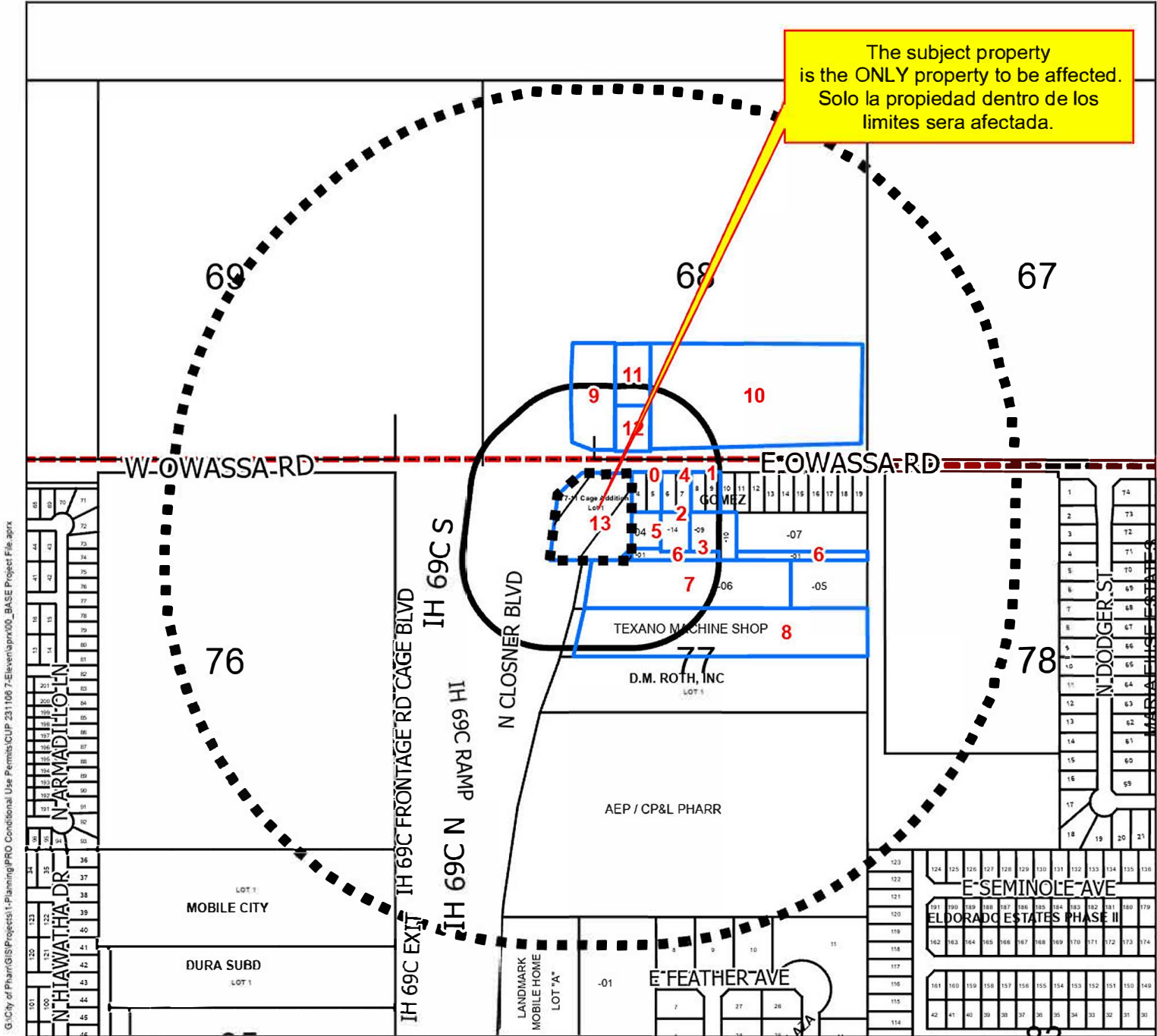
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

- Notified Properties
- 300 ft. Notification Buffer
- Subject Property
- Quarter Mile Radius

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 Conditional Use Permit
Stripes Store 41785H
7-Eleven Inc.
6024 N Cage Blvd.



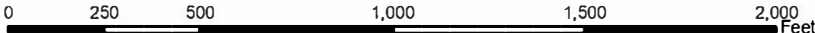
- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

- Notified Properties
- 300 ft. Notification Buffer
- Subject Property
- Quarter Mile Radius

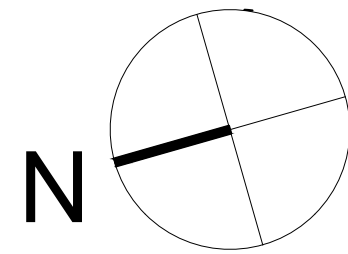
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City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1:6,000



Date: 11/28/2023



1045932 - PHARR, TX - LAYOUT 02

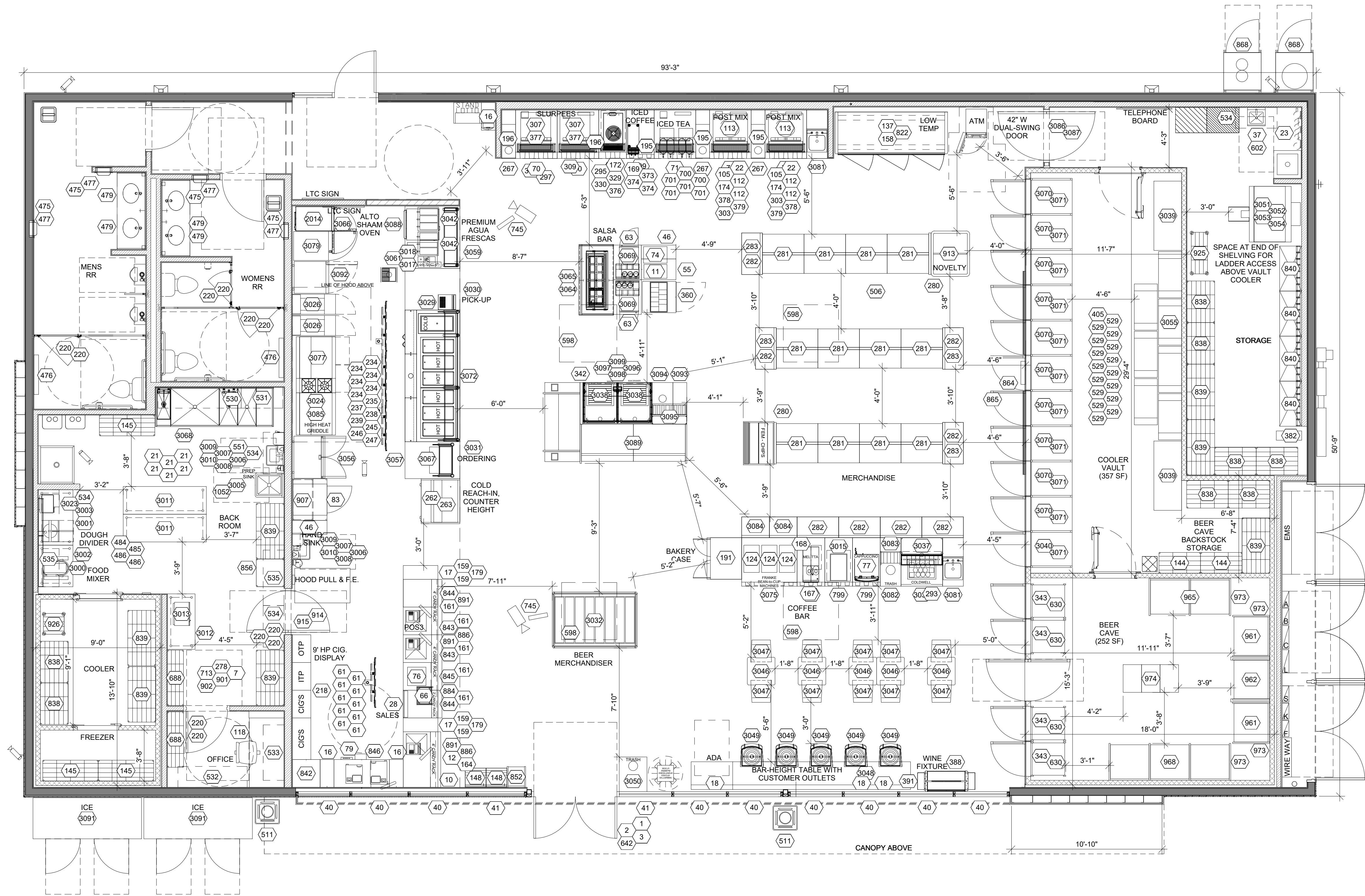
CAGE & OWASSA
PHARR, TX

SCALE: 1/4"=1'-0"

TDG #200-031

APPROVED: YES ☒ NO ☐
02/12/2020

02/12/2020



OCCUPANCY CALCULATION

SEATING	242 SF	/	15	=	17 PEOPLE
MERCHANDISE	1923 SF	/	60	=	33 PEOPLE
KITCHEN / SALES	491 SF	/	200	=	3 PEOPLE
STORAGE/ BACK ROOM	1536 SF	/	300	=	6 PERSON
OFFICE	56 SF	/	100	=	1 PERSON
RESTROOM	465 SF	/	N/A	=	0 PEOPLE

TOTAL = 60 PEOPLE

7-ELEVEN, INC.
3200 Hackberry Rd. Irving, Texas 75063
7-11 #1045932
CAGE & OWASSA
PHARR, TX

ARCHITECTURE
CIVIL ENGINEERING
MEP ENGINEERING
PLANNING
10755 SANDHILL ROAD
DALLAS, TEXAS 75238
O: 214-343-9400 | F: 214-503-6778
dimensiongrp.com

Job#: 200-031
Scale: AS NOTED
Date: 2/12/20
Drawn By:
Checked By:

Documents prepared by The Dimension Group are to be used only for the project and intended. Any extension of use to other projects, by owner or any other party, without the written consent of The Dimension Group is done at the user's own risk. If used in a way other than that intended, The Dimension Group assumes no liability from all claims and losses.

SHEET:



Pharr
Development Services



Site Photo
6024 N CAGE BLVD





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.2.

DATE SUBMITTED: January 10, 2024

MEETING DATE: January 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is legally described as Lot 1, Circle K #9142 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7401 South Jackson Road. CUP#231107 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Planning & Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of January 8, 2024, the Board voted unanimously to recommend approval of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements. There were six members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Created/Initiated - 1/10/2024

Ricardo Rodriguez
City Management Office

Approved - 1/10/2024
Final Approval - 1/10/2024



MEMORANDUM

DATE: MONDAY, JANUARY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#231107 (7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores)
--

GENERAL INFORMATION:

APPLICANT: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 1, Circle K #9142 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 7401 South Jackson Road.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
HEALTH:	Recommends approval of the Conditional Use Permit.
DEVELOPMENT SERVICES:	Recommends approval of the Conditional Use Permit.
NOTIFICATION OF PUBLIC:	Eight (8) surrounding property owners were notified of the request by letter on December 28, 2023, and a legal notice was published in the Advance News Journal on December 27, 2023. Staff received no response to the letters or the legal notice.
DEVELOPMENT SERVICES RECOMMENDATIONS:	Development Services recommended <u>approval</u> of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.
PLANNING & ZONING COMMISSION:	At the Planning and Zoning Commission meeting of January 8, 2024, the Board voted unanimously to recommend approval of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements. There were six members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

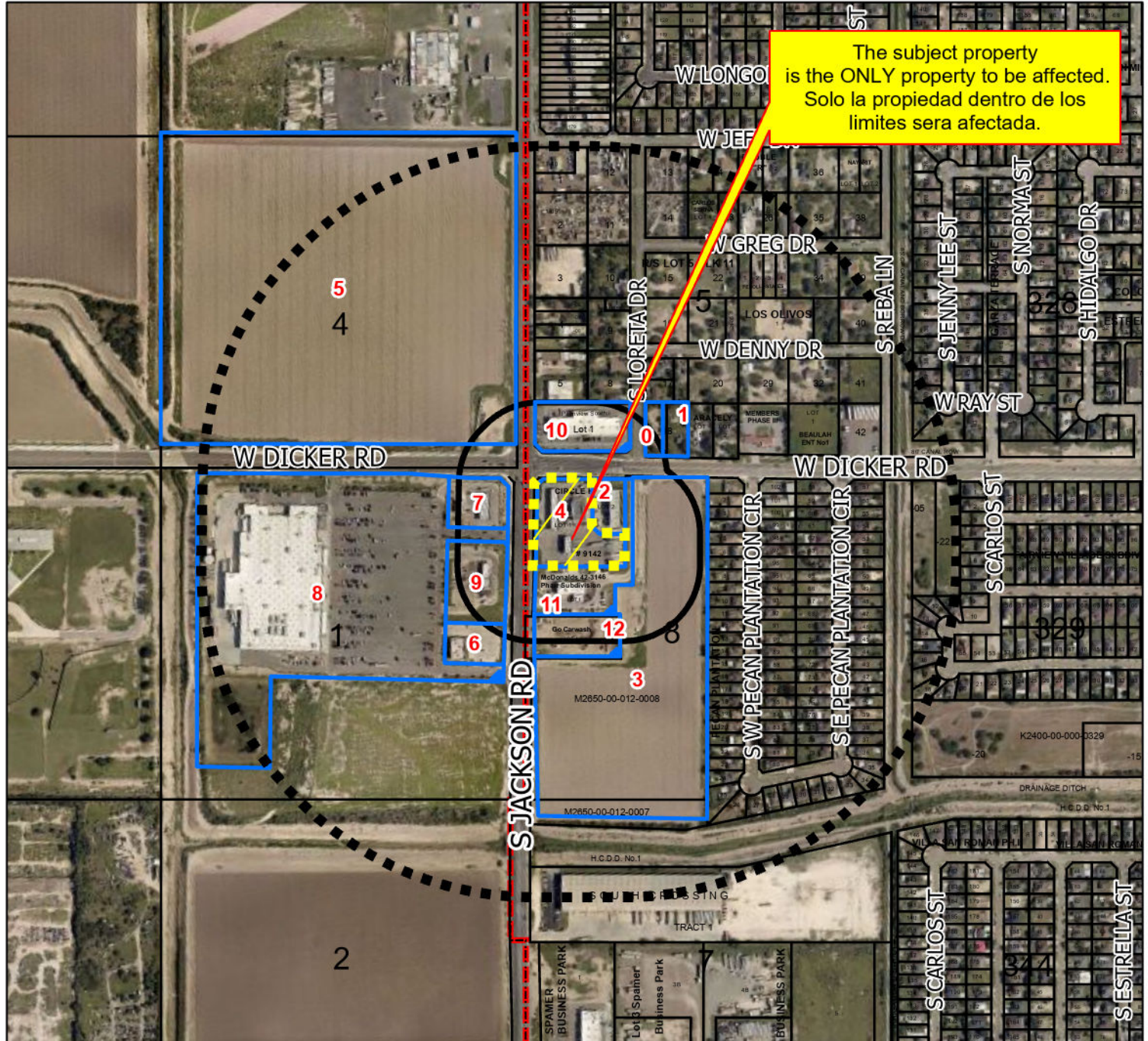
1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.
3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of

such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.

4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation. The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.

7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.

Aerial



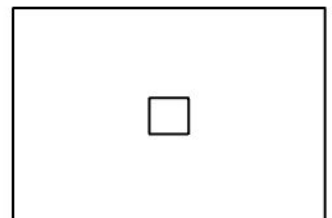
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial

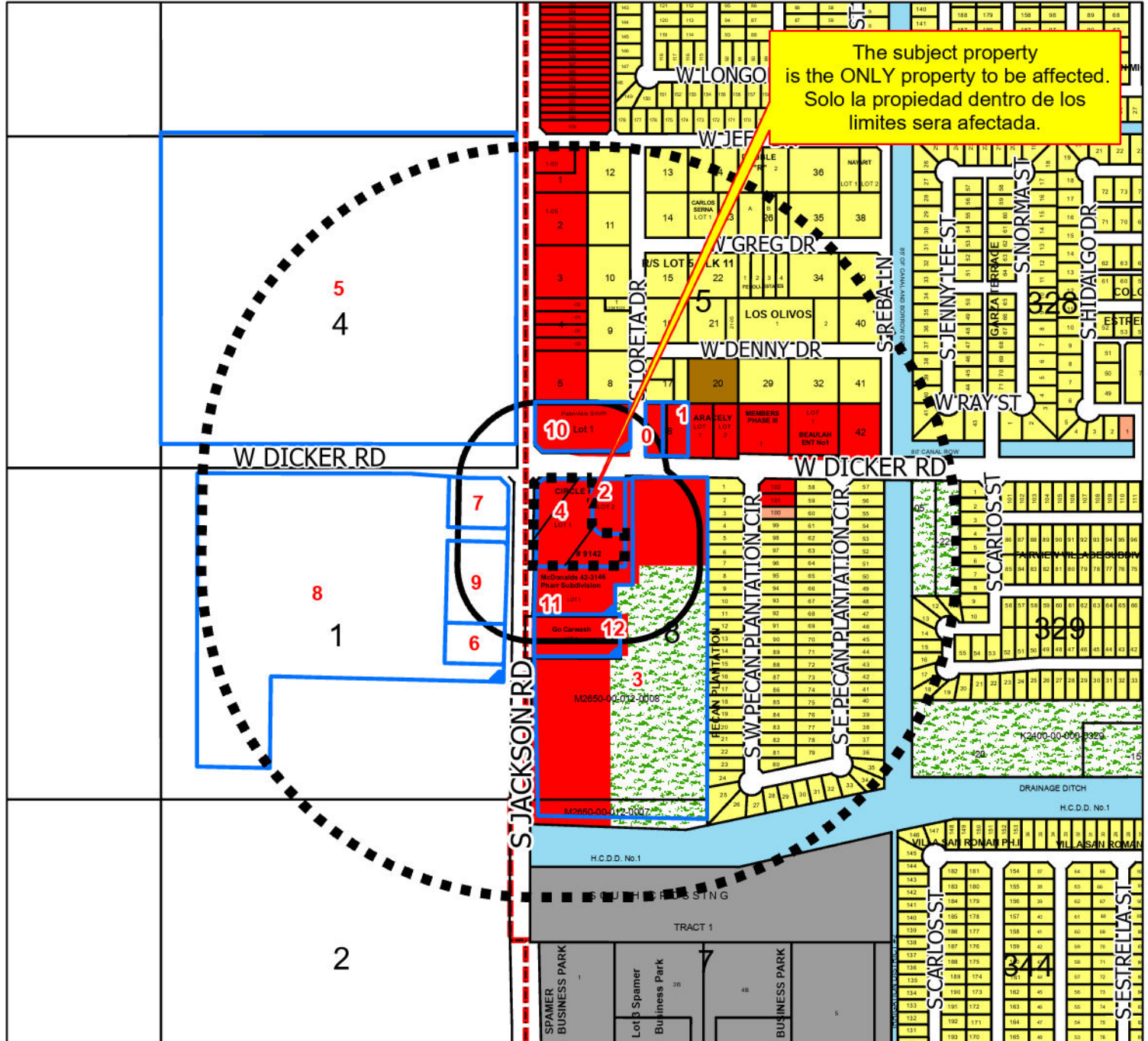
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

- Notified Properties
- 300 ft. Notification Buffer
- Location
- Quarter Mile Radius

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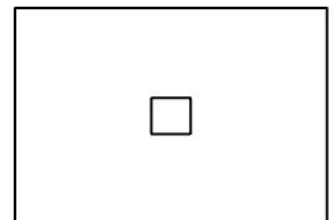
Zoning



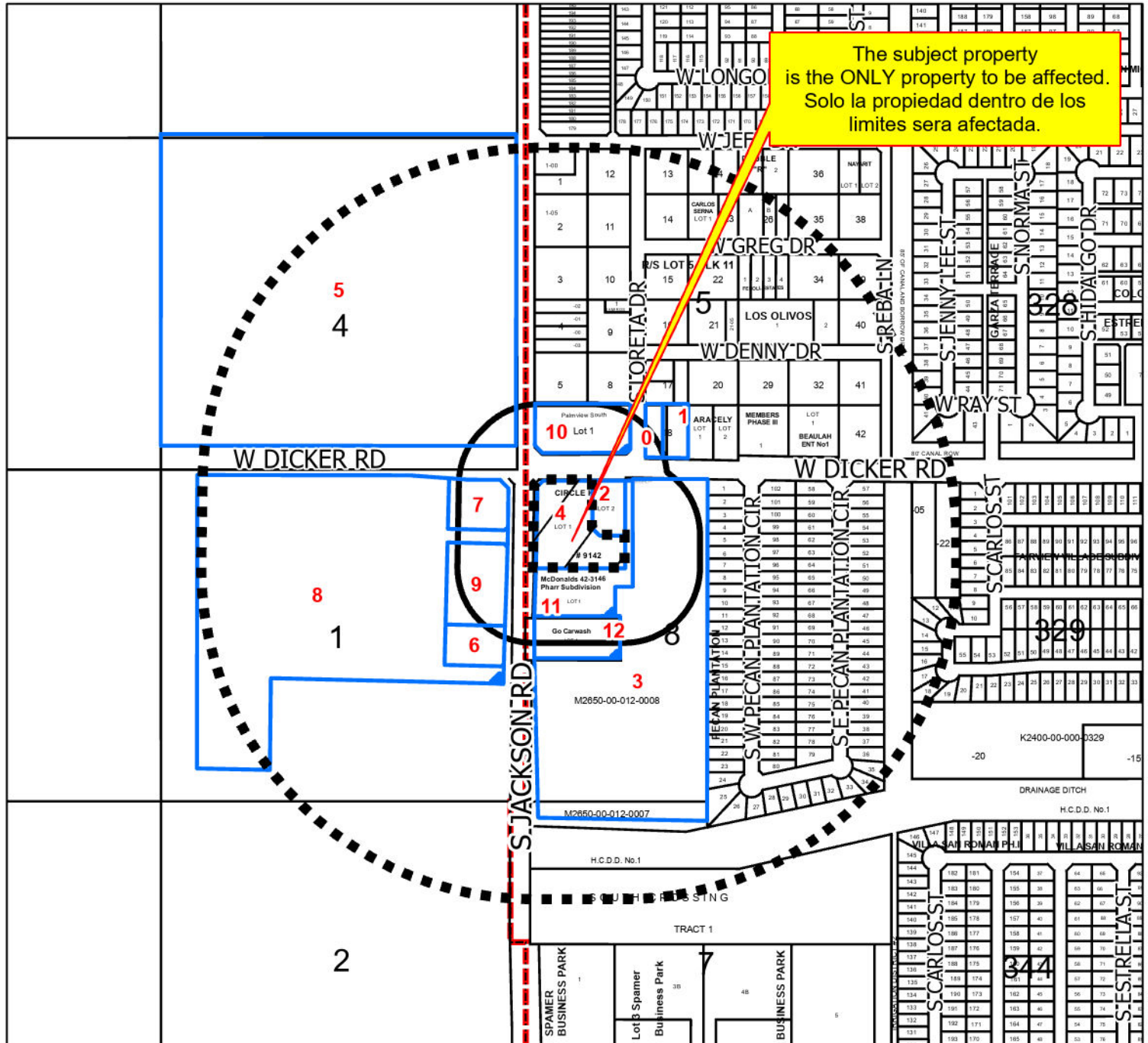
- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

- Notified Properties
- 300 ft. Notification Buffer
- Location
- Quarter Mile Radius

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Radius



- 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

- Notified Properties
- 300 ft. Notification Buffer
- Location
- Quarter Mile Radius

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Pharr
Development Services



Site Photo
7401 S JACKSON ROAD





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.3.

DATE SUBMITTED: January 10, 2024

MEETING DATE: January 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Georgina Garza De Lujan, DBA Mariscos y Micheladas El Primo, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.059 acres, more or less, out of Lot 2, CVS Pharmacy No. 10142 Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1305 South Cage Boulevard, Suites 1 & 2. CUP#231105 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Georgina Garza De Lujan, DBA Mariscos y Micheladas El Primo, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Planning & Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of January 8, 2024, the Board voted unanimously to recommend approval of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements. There were six members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 1/10/2024
Approved - 1/10/2024
Final Approval - 1/10/2024



MEMORANDUM

DATE: MONDAY, JANUARY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#231105 (Georgina Garza De Lujan, DBA Mariscos y Micheladas El Primo)
--

GENERAL INFORMATION:

APPLICANT: Georgina Garza De Lujan, DBA Mariscos y Micheladas El Primo, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.059 acres, more or less, out of Lot 2, CVS Pharmacy No. 10142 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1305 South Cage Boulevard, Suites 1 & 2.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the west and north. The property to the south is Heavy Commercial District (H-C) and Single-Family Residential District (R-1) to the east. The area is generally designated for commercial in the Land Use Plan.

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

CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
HEALTH:	Recommends approval of the Conditional Use Permit.
DEVELOPMENT SERVICES:	Recommends approval of the Conditional Use Permit.
NOTIFICATION OF PUBLIC:	Ten (10) surrounding property owners were notified of the request by letter on December 28, 2023, and a legal notice was published in the Advance News Journal on December 27, 2023. Staff received no response to the letters or the legal notice.
DEVELOPMENT SERVICES RECOMMENDATIONS:	Development Services recommended <u>approval</u> of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.
PLANNING & ZONING COMMISSION:	At the Planning and Zoning Commission meeting of January 8, 2024, the Board voted unanimously to recommend approval of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements. There were six members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.
3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of

such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.

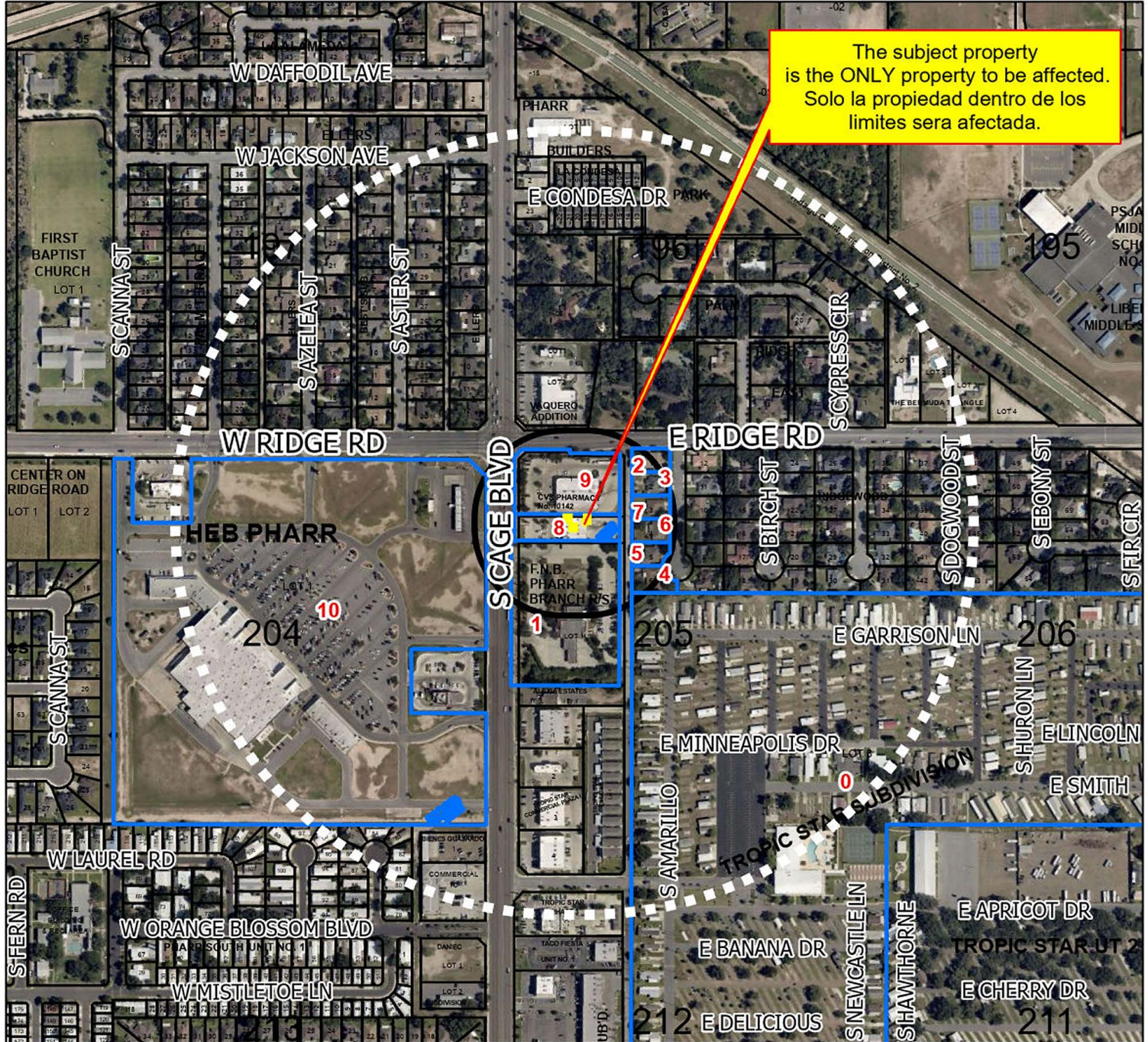
4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation. The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.

7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.

Conditional Use Permit
0.059 acres, more or less, out of Lot 2,
CVS Pharmacy No. 10142 Subdivision
Georgina Garza De Lujan



AERIAL



G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 231105 Lot 2 CVS PHARMACY\aprx\00_BASE Project File.aprx

- | | | | |
|---------------------------------------|--------------------|--------------------------|-----------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial | Notified Properties |
| Single Family | Government Owned | Office Professional | 300 ft. Notification Buffer |
| Single Family Small Lot | General Business | PSJA ISD | Location |
| Residential Multi-Family | Business District | Hidalgo ISD | Quarter Mile Radius |
| Residential Multi-Family High Density | Drainage Easement | Valley View ISD | |
| Mobile Home | Heavy Commercial | Planned Unit Development | |
| Townhouse | Heavy Industrial | | |
| HUD Code | Limited Industrial | | |

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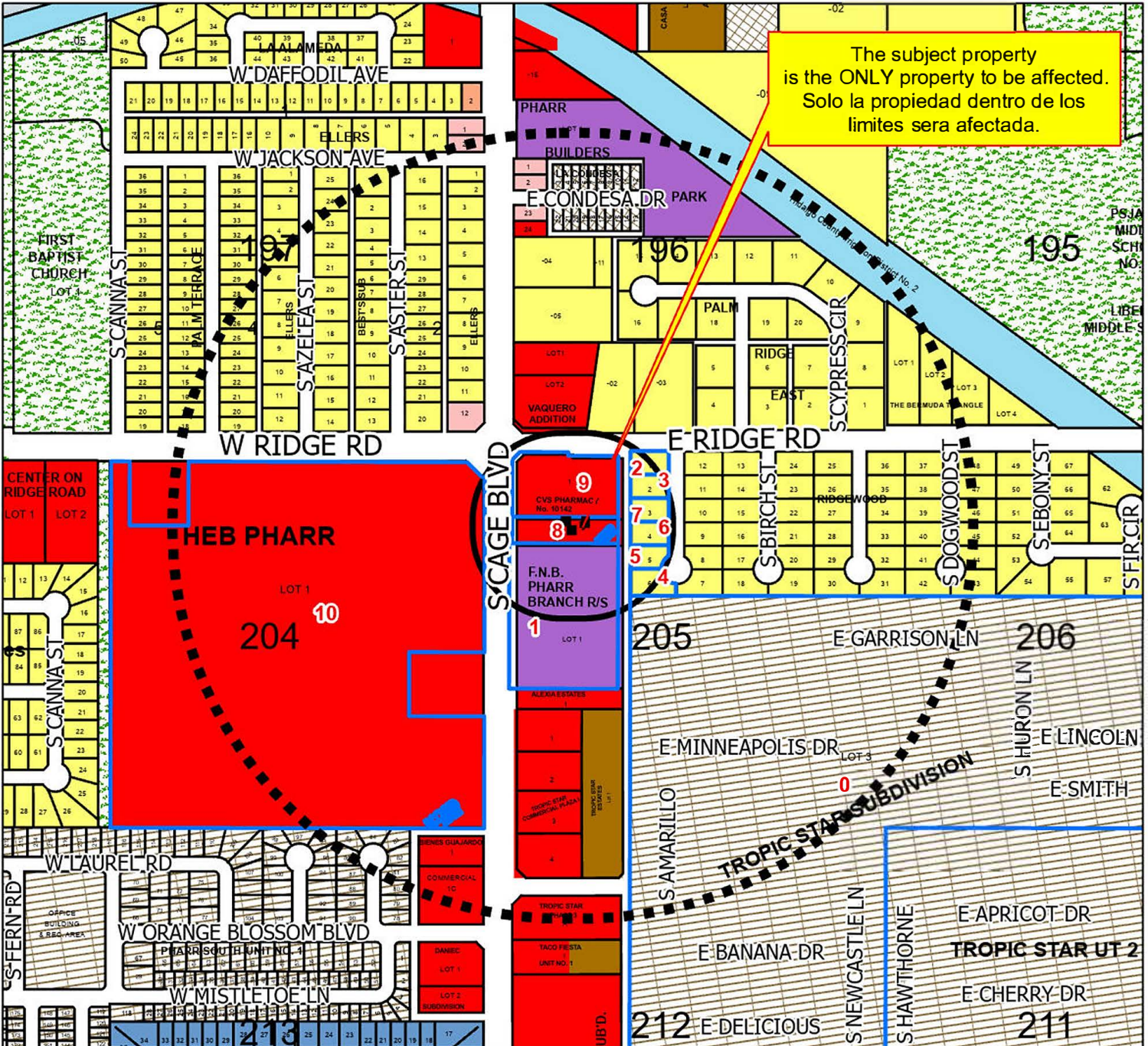
City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1:6,000

0 250 500 1,000 1,500 2,000 Feet

Date: 12/4/2023

Conditional Use Permit
0.059 acres, more or less, out of Lot 2,
CVS Pharmacy No. 10142 Subdivision
Georgina Garza De Lujan



G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 231105 Lot 2 CVS PHARMACY.aprx\00_BASE Project File.aprx

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

- Notified Properties
- 300 ft. Notification Buffer
- Location
- Quarter Mile Radius

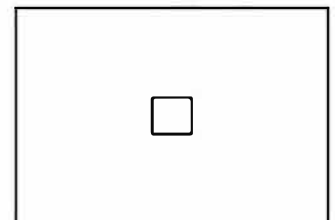
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City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1:6,000



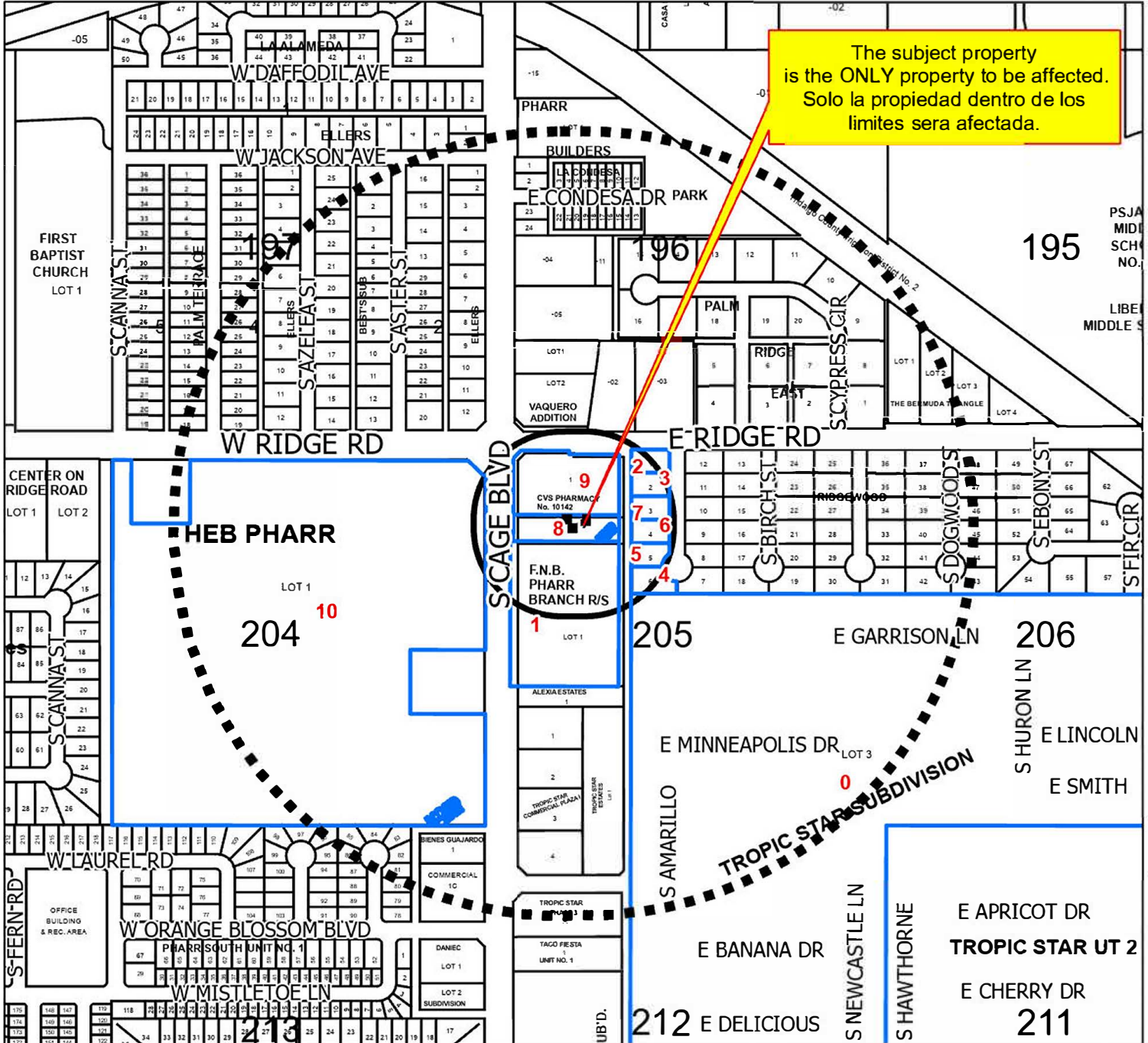
Date: 12/4/2023



Conditional Use Permit
 0.059 acres, more or less, out of Lot 2,
 CVS Pharmacy No. 10142 Subdivision
 Georgina Garza De Lujan



Radius



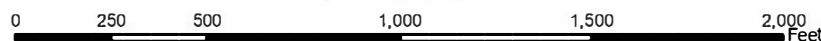
- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

- Notified Properties
- 300 ft. Notification Buffer
- Location
- Quarter Mile Radius

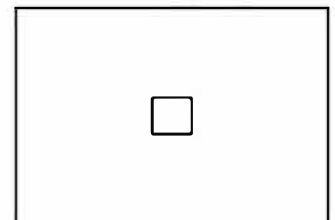
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City of Pharr, Texas
 Engineering Department
 956.402.4242

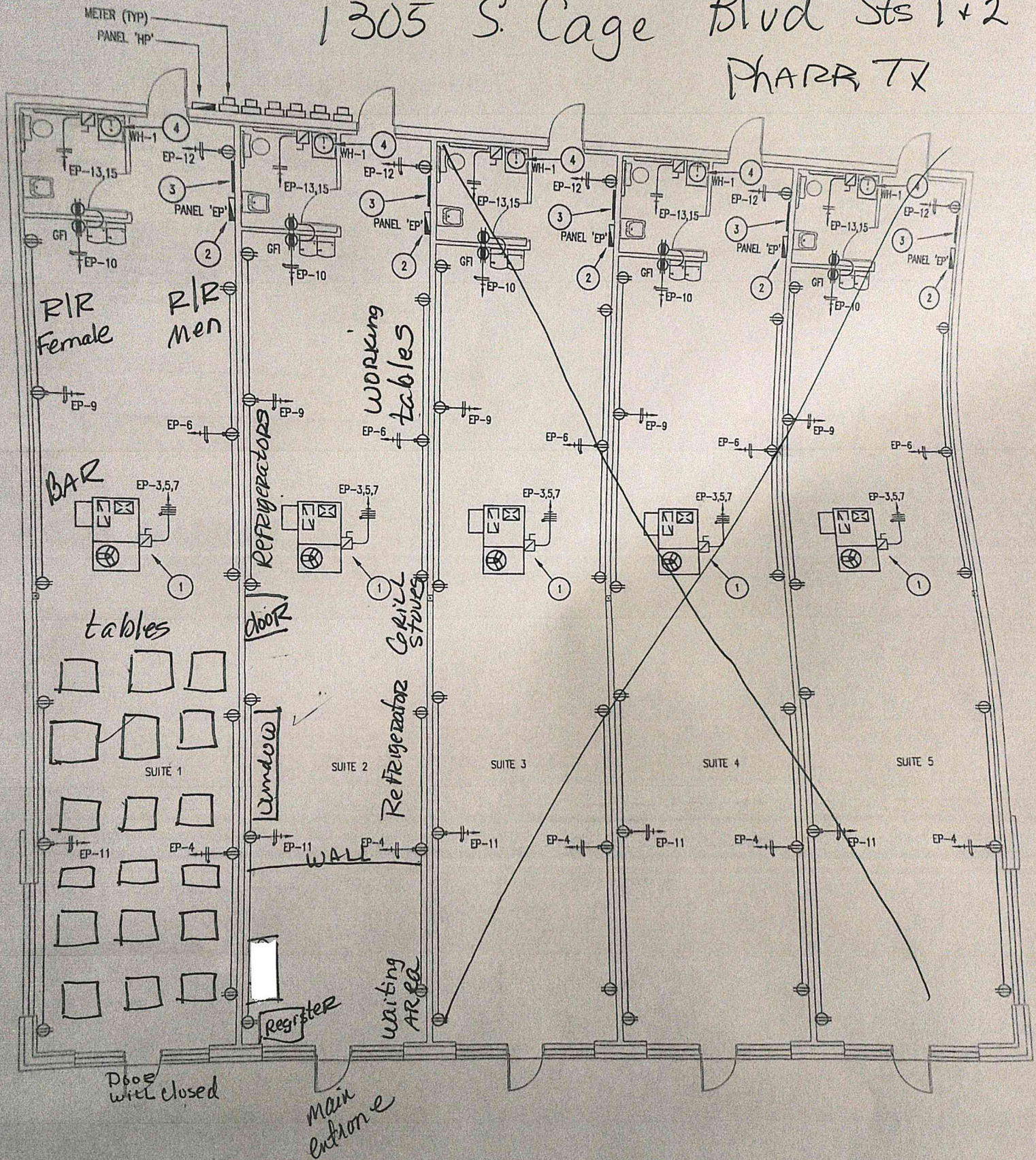
Scale: 1:6,000



Date: 12/4/2023



1305 S. Cage Blvd Sts 1+2
PHARR TX



FLOOR PLAN - POWER

SCALE: 1/8" = 1'-0"

ELECTRICAL KEYED NOTES: POWER

1 60AMP, 208V, 3Ø, 4-WIRE, NEMA-3R, FUSED DISCONNECT

SHEETS)

PHONE SERVICES.
REQUIREMENTS PRIOR TO ANY



Pharr
Development Services



Site Photo

1305 S CAGE BLVD STE 1 & 2





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.4.

DATE SUBMITTED: January 10, 2024

MEETING DATE: January 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: RUDS Engineering & Construction Services, LLC., representing Maria R. Medrano, 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 Heavy Commercial District (H-C). The property is legally described as being 2.67 acres, more or less, out of Lot 233, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1106 East Moore Road. COZ#231205
This item supports EV - Economic Vitality.

Classification: Public Hearing

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

Issue: RUDS Engineering & Construction Services, LLC., representing Maria R. Medrano, 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 Heavy Commercial District (H-C) in order to develop and construct a steel building repair shop.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends disapproval of the rezoning request from Agricultural and/or Open Space District (A-O) to Heavy Commercial District (H-C) as the property is not in conformance with the future land use plan and is not compatible with the adjacent zones or land uses in the surrounding area.

Planning & Zoning Commission Recommendation: At the Planning and Zoning Commission meeting, there was a brief discussion regarding the proposed rezoning request. The applicant's representative was present and stated that the owner would like to expand and construct improvements on the property for the large/heavy truck repairs. However, the property is considered a legal non-conforming use since the use existed prior to annexation in 1984. Any expansion of the legal non-conforming use will require compliance with the zoning and subdivision requirements.

Following discussion of the item, the Planning and Zoning Commission voted unanimously to recommend disapproval of the rezoning request from Agricultural and/or Open Space District (A-O) to Heavy Commercial District (H-C) at the meeting on January 8, 2024. There were six members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Ricardo Rodriguez

City Management Office

Created/Initiated - 1/10/2024

Approved - 1/10/2024

Final Approval - 1/10/2024



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

**RUDS Engineering & Construction Services, LLC., representing
Maria R. Medrano, owner**
APPLICANT

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

1106 East Moore Road.
ADDRESS

Heavy Commercial District (H-C)
PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

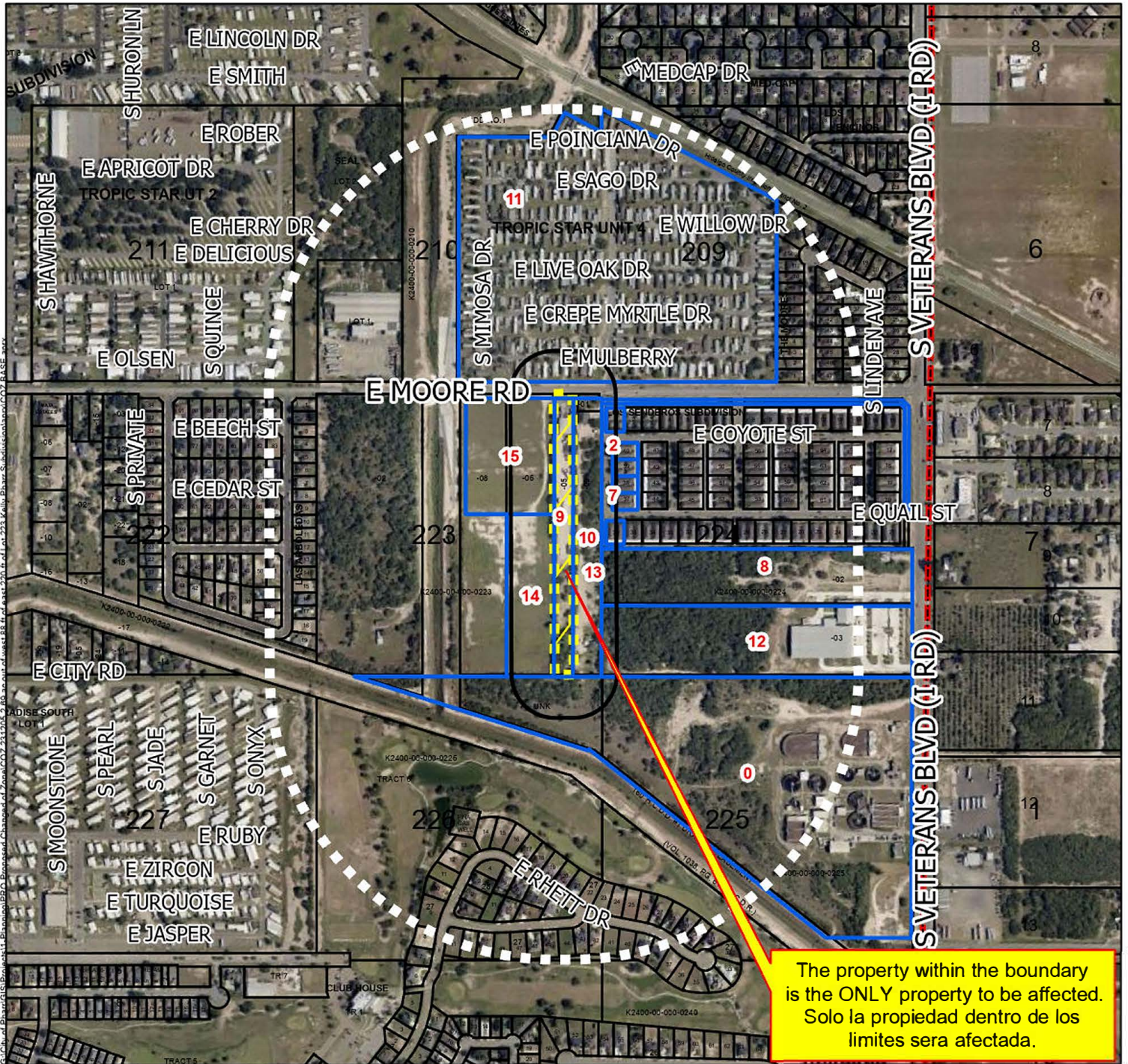
Denial

Development Services is recommending disapproval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Heavy Commercial District (H-C) as the property is not in conformance with the future land use plan and is not compatible with the adjacent zones or land uses in the surrounding area.

Laura Fonseca, Planner II
PREPARED BY

January 2, 2024
DATE

Proposed Change of Zone
 2.67 acres, more or less, out of Lot 223, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas
 RUDS Engineering & Construction Services, LLC



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional

- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.

Multi-Family Res.

■ Manufactured Homes

■ Industrial

■ Commercial

■ Public/Semi Public

■ ROW

■ Parks

■ Notified Properties

○ 200 ft Radius

○ Quarter Mile Radius

Scale: 1:8,000

0 335 670 1,340 2,010 2,680 Feet

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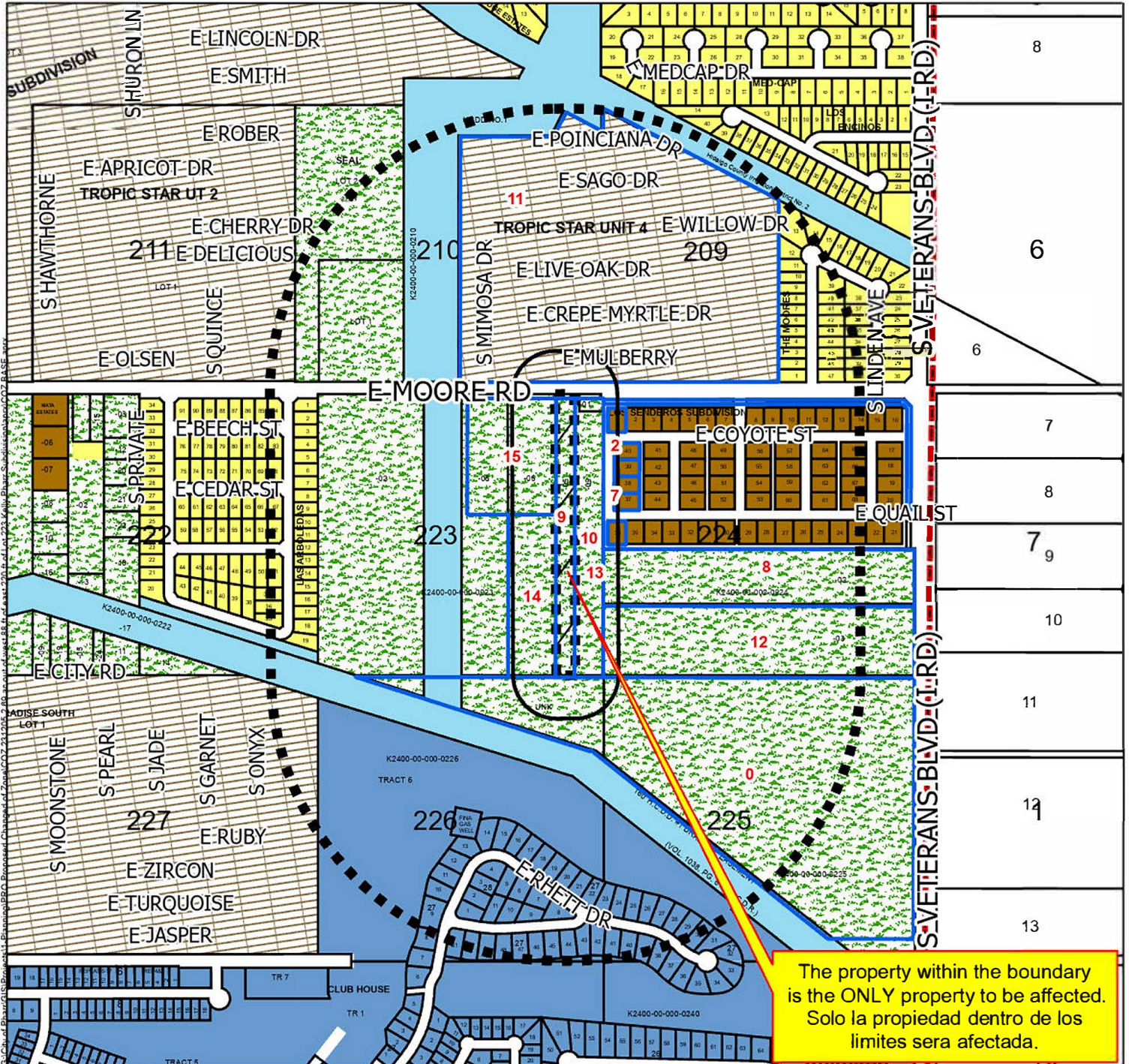
City of Pharr, Texas
 Engineering Department
 956.402.4242
 Date: 12/14/2023

Proposed Change of Zone
2.67 acres, more or less, out of Lot 223, Kelly-
Pharr Subdivision, Pharr, Hidalgo County, Texas



RUDS Engineering & Construction Services, LLC

ZONING



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
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- Office Professional

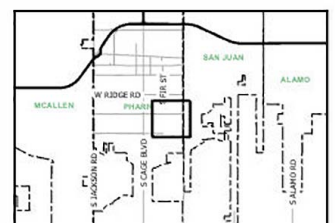
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Future Land Use

- Irrigation
- Agriculture
- Single Family Res.

- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius

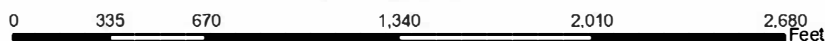
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City of Pharr, Texas
Engineering Department
956.402.4242

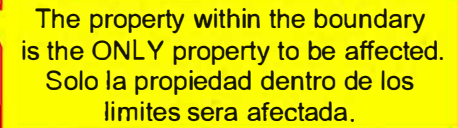
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RADIUS



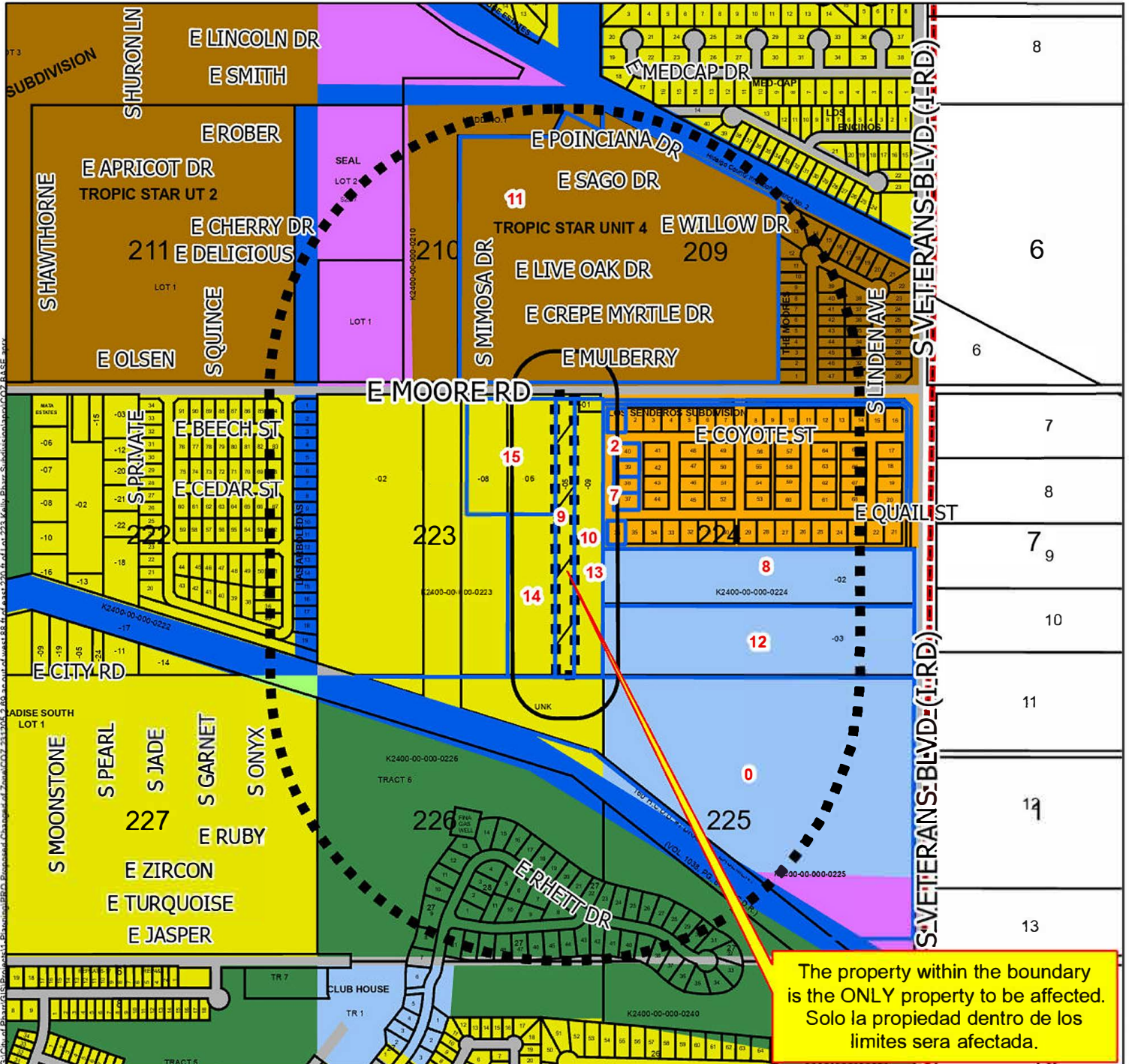
0 335 670 1,340 2,010 2,680 Feet

Proposed Change of Zone
2.67 acres, more or less, out of Lot 223, Kelly-
Pharr Subdivision, Pharr, Hidalgo County, Texas



RUDS Engineering & Construction Services, LLC

FUTURE LAND USE



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional

- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.

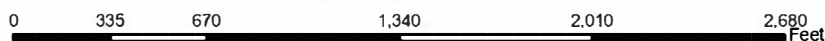
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius

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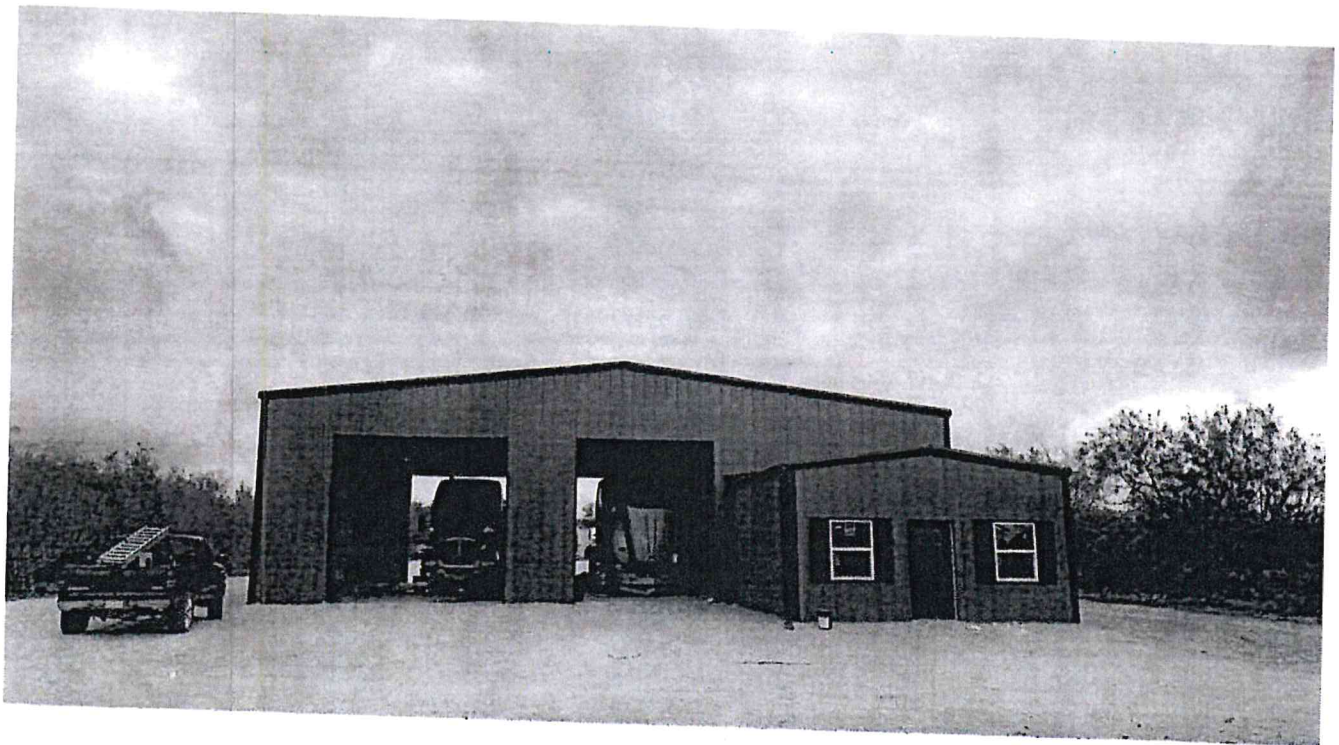
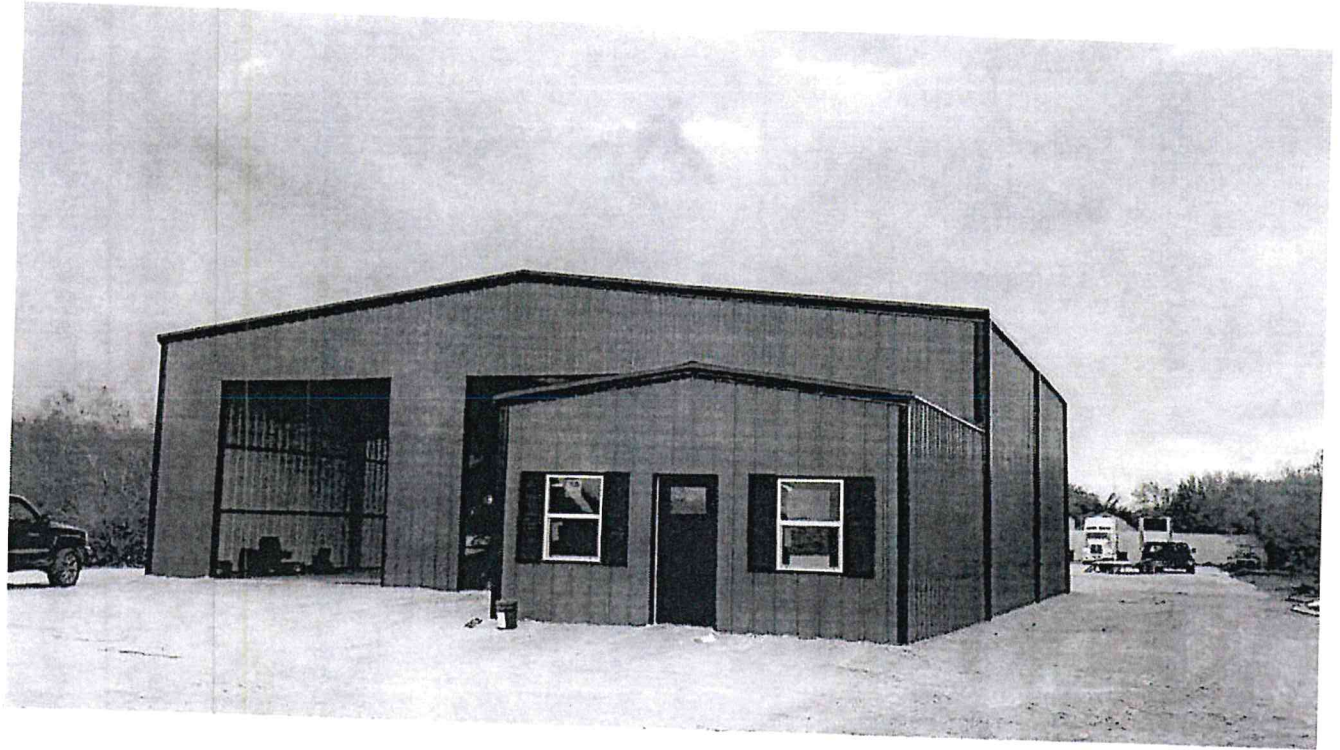
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 12/14/2023

Scale: 1:8,000

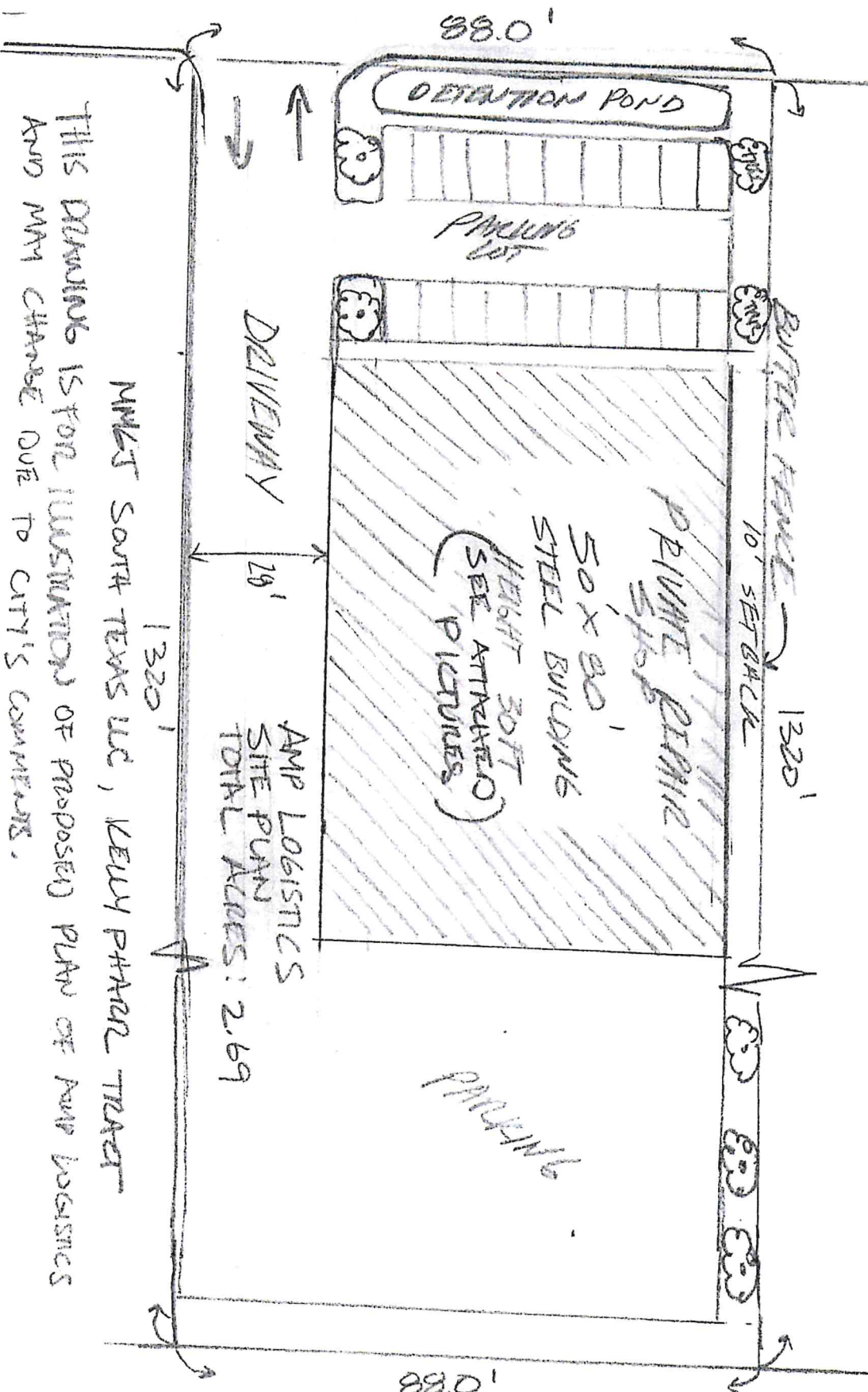


AMP LOGISTICS PROPOSED BUILDING



E OF MOORE RD.

VERONICA J. ESPINOZA & JOSE C. GONZALEZ GRADA
KELLY PHARM TRACT



THIS DRAWING IS FOR ILLUSTRATION OF PROPOSED PLAN OF AMP LOGISTICS AND MAY CHANGE DUE TO CITY'S COMMENTS.

NMKT SOUTH TEXAS LLC, KELLY PHARM TRACT



Pharr
Development Services



Site Photo
1106 East Moore Road





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.5.

DATE SUBMITTED: January 10, 2024

MEETING DATE: January 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: MMTP Family Irrevocable Trust, representing Cotton Kids Properties Limited Partnership, LLP., 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 Townhouse Residential District (R-TH). The property is legally described as 9.00 acres, more or less, out of Lot 360, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1200 West Anaya Road. COZ#231204 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: MMTP Family Irrevocable Trust, representing Cotton Kids Properties Limited Partnership, LLP., 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 Townhouse Residential District (R-TH) in order to develop and construct townhomes on each of the lots.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends disapproval of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) as the property is not in conformance with the future land use plan and is not compatible with the adjacent zones or land uses in the surrounding area.

Planning & Zoning Commission Recommendation: At the Planning and Zoning Commission meeting, there was discussion regarding the proposed rezoning request. The applicant was present and stated that she was proposing to construct 45-50 townhouses and wasn't too concerned with traffic since the proposed development would have access to S. Jackson Road and S. Cage Boulevard.

Mr. Adolfo Campero, an adjacent property owner to the east was in opposition to the request due to that portion of West Anaya Road being a two-lane road with heavy traffic generated from Valley View North Elementary School and the industrial uses to the east. He also requested that the roadway be improved and expanded.

Following discussion of the item, the Planning and Zoning Commission voted

unanimously to recommend disapproval of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) at the meeting on January 8, 2024. There were six members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Ricardo Rodriguez

City Management Office

Created/Initiated - 1/10/2024

Approved - 1/11/2024

Final Approval - 1/11/2024

MEMORANDUM

DATE: MONDAY, JANUARY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) being 9.00 acres, more or less, out of Lot 360, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1200 West Anaya Road. COZ#231204

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:

MMTP Family Irrevocable Trust, representing Cotton Kids Properties Limited Partnership, LLP., 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 Townhouse Residential District (R-TH) in order to develop and construct townhomes on each of the lots.

The subject site is located on the north side of West Anaya Road, approximately 0.46 miles east of South Jackson Road and has a physical address of 1200 West Anaya Road.

The property is legally described as 9.00 acres, more or less, out of Lot 360, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The subject property is located on the north side of West Anaya Road, an 80 ft. major collector street that runs west and east 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 property to the west were zoned Agricultural and/or Open Space District (A-O) upon annexation to the city on June 3, 2003. The property to the south was rezoned Limited Industrial District (L-I) on November 4, 2003. The property to the east was rezoned Limited Industrial District (L-I) on October 16, 2017. The property to the north was zoned to Single-Family Residential District (R-1) upon annexation to the city on June 3, 2003. There have been no other zoning requests within the vicinity of the subject property since that time. The surrounding land uses include vacant land, warehouses, Valley View North Elementary School, and residential uses. The property is generally designated for industrial use in the Land Use Plan.

The Residential Townhouse District (R-TH) is established to provide adequate space and site diversification for medium-density residential development that is single-family, on separate lots, and typically owner occupied. Townhouse development is a low to medium-density use and before zoning to townhouse usage, the increased requirements for street, water and fire protection, wastewater, drainage, and adequate open space must be met. Townhouse developments must be properly buffered from nonresidential uses and protected from high volumes of non-single-family traffic, or from pollution and/or environmental hazards.

Eighteen (18) letters were mailed out to the surrounding property owners on December 21, 2023, and a legal notice was published in the Advance News Journal on December 20, 2023. Staff received no response to the letters or the legal notice.

Development Services recommended **disapproval** of the request to re-zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) as the property is not in conformance with the future land use plan and is not compatible with the adjacent zones or land uses in the surrounding area.

At the Planning and Zoning Commission meeting, there was discussion regarding the proposed rezoning request. The applicant was present and stated that she was proposing to construct 45-50 townhouses and wasn't too concerned with traffic since the proposed development would have access to S. Jackson Road and S. Cage Boulevard.

Mr. Adolfo Campero, an adjacent property owner to the east was in opposition to the request due to that portion of West Anaya Road being a two-lane road with heavy traffic generated from Valley View North Elementary School and the industrial uses to the east. He also requested that the roadway be improved and expanded.

Following discussion of the item, the Planning and Zoning Commission voted unanimously to recommend disapproval of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) at the meeting on January 8, 2024. 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.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

**MMTP Family Irrevocable Trust, representing Cotton Kids
Properties Limited Partnership, LLP.**

APPLICANT

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

CURRENT ZONE

1200 West Anaya Road

ADDRESS

Townhouse Residential District (R-TH)

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:

Denial

**Development Services is recommending disapproval of the request to re-zone from Agricultural and/or
or Open Space District (A-O) to Townhouse Residential District (R-TH) as the property is not in conformance with
the future land use plan and is not compatible with the adjacent zones or land uses in the surrounding area.**

Laura Fonseca, Planner II

PREPARED BY

January 2, 2024

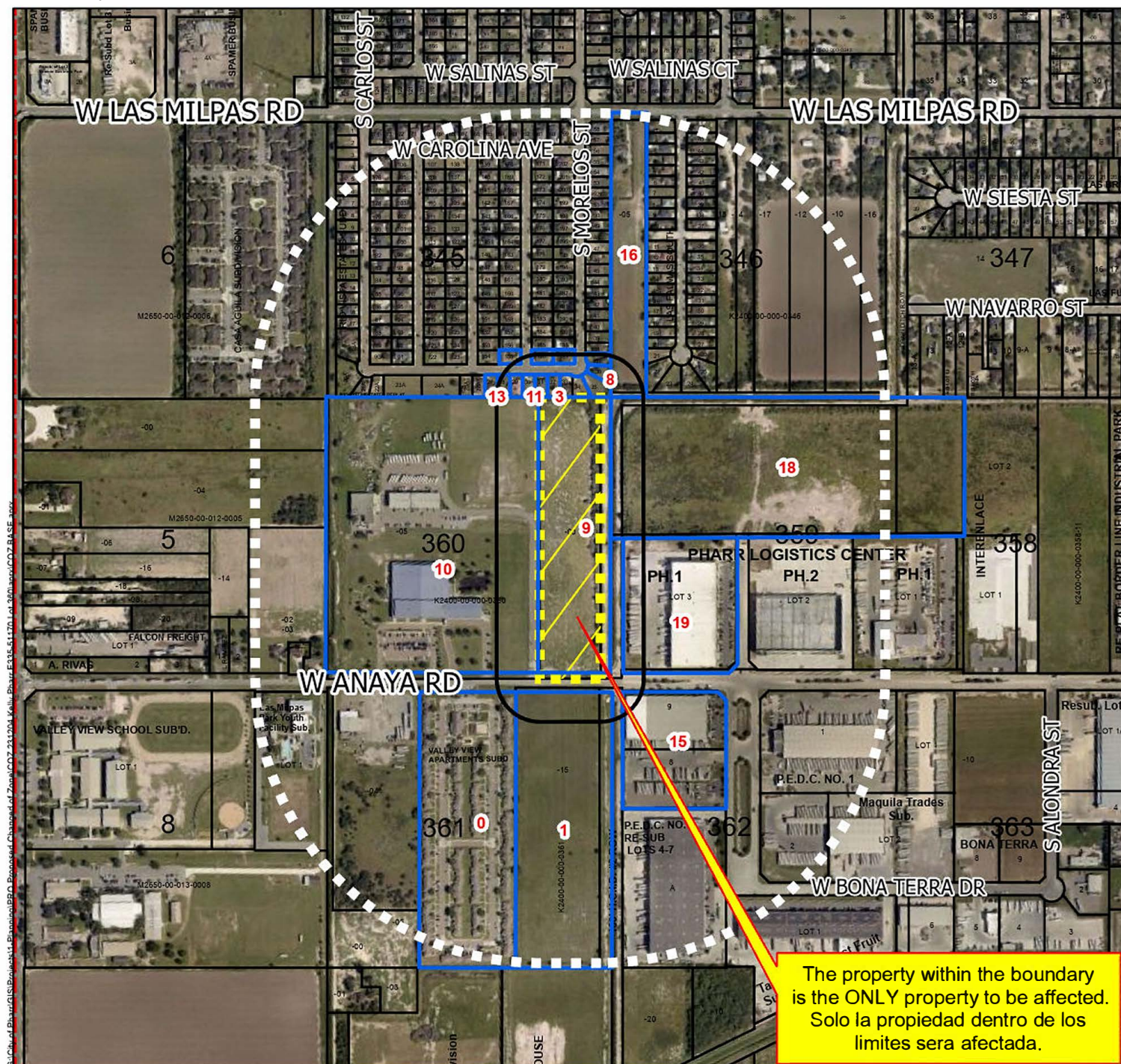
DATE

Proposed Change of Zone
9.00 acres, more or less, out of Lot 360,
Kelly-Pharr Subdivision, Pharr, Hidalgo
County, Texas



Lizbeth Riquelme

AERIAL



The property within the boundary
is the ONLY property to be affected.
Solo la propiedad dentro de los
limites sera afectada.

Zoning

ZONE

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

Future Land Use

- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.

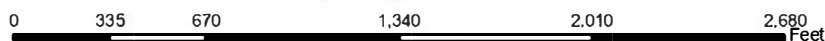
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius

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City of Pharr, Texas
Engineering Department
956.402.4242

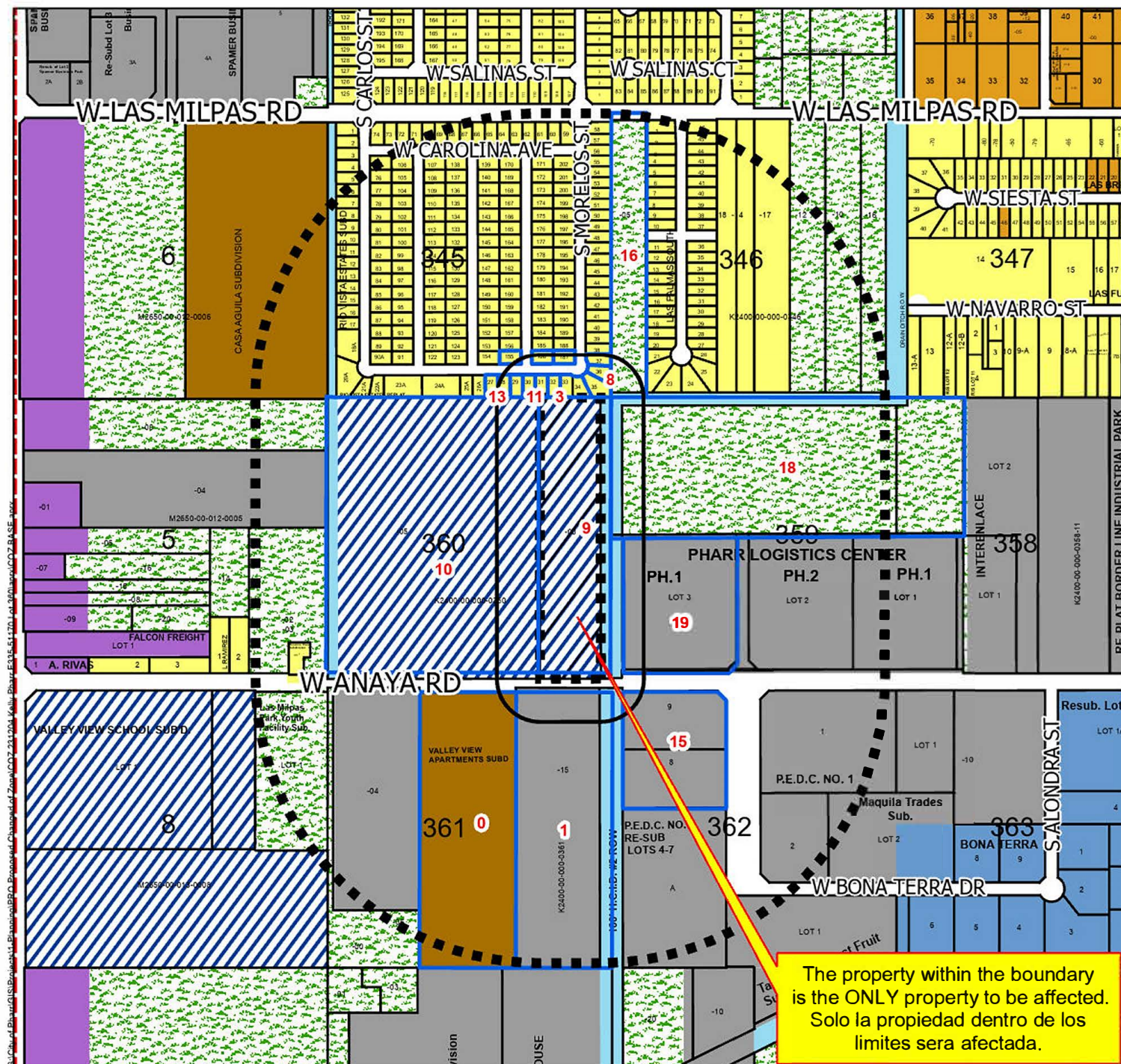
Date: 12/14/2023

Scale: 1:8,000



Lizbeth Riquelme

ZONING



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- General Business
- Business District
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
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- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.

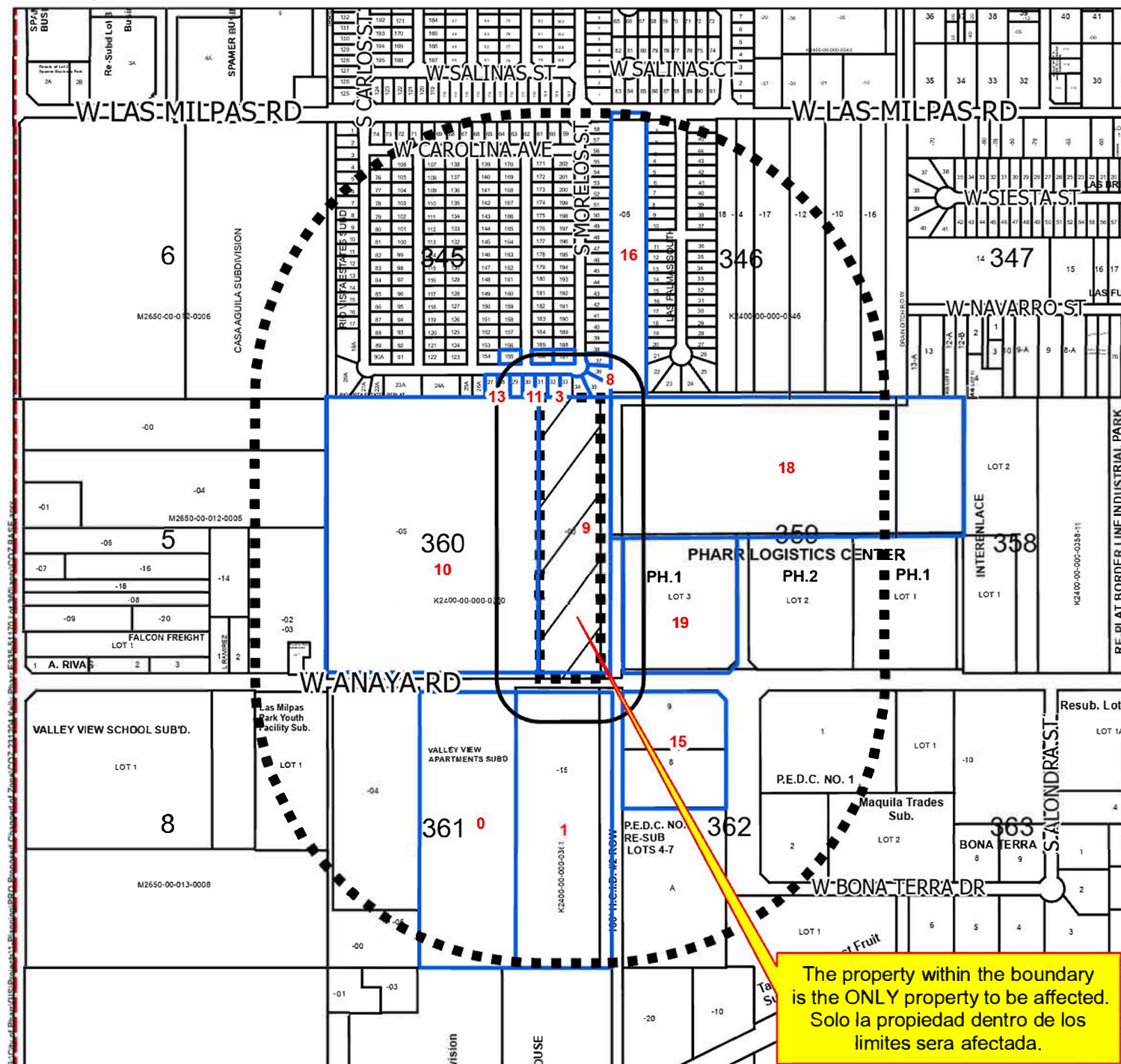


Proposed Change of Zone
9.00 acres, more or less, out of Lot 360,
Kelly-Pharr Subdivision, Pharr, Hidalgo
County, Texas



Lizbeth Riquelme

RADIUS



The property within the boundary
is the ONLY property to be affected.
Solo la propiedad dentro de los
limites sera afectada.

Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD

Hidalgo ISD

- Valley View ISD
- Planned Unit Development

Future Land Use

FUTURELAND

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

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 12/14/2023

Scale: 1:8,000

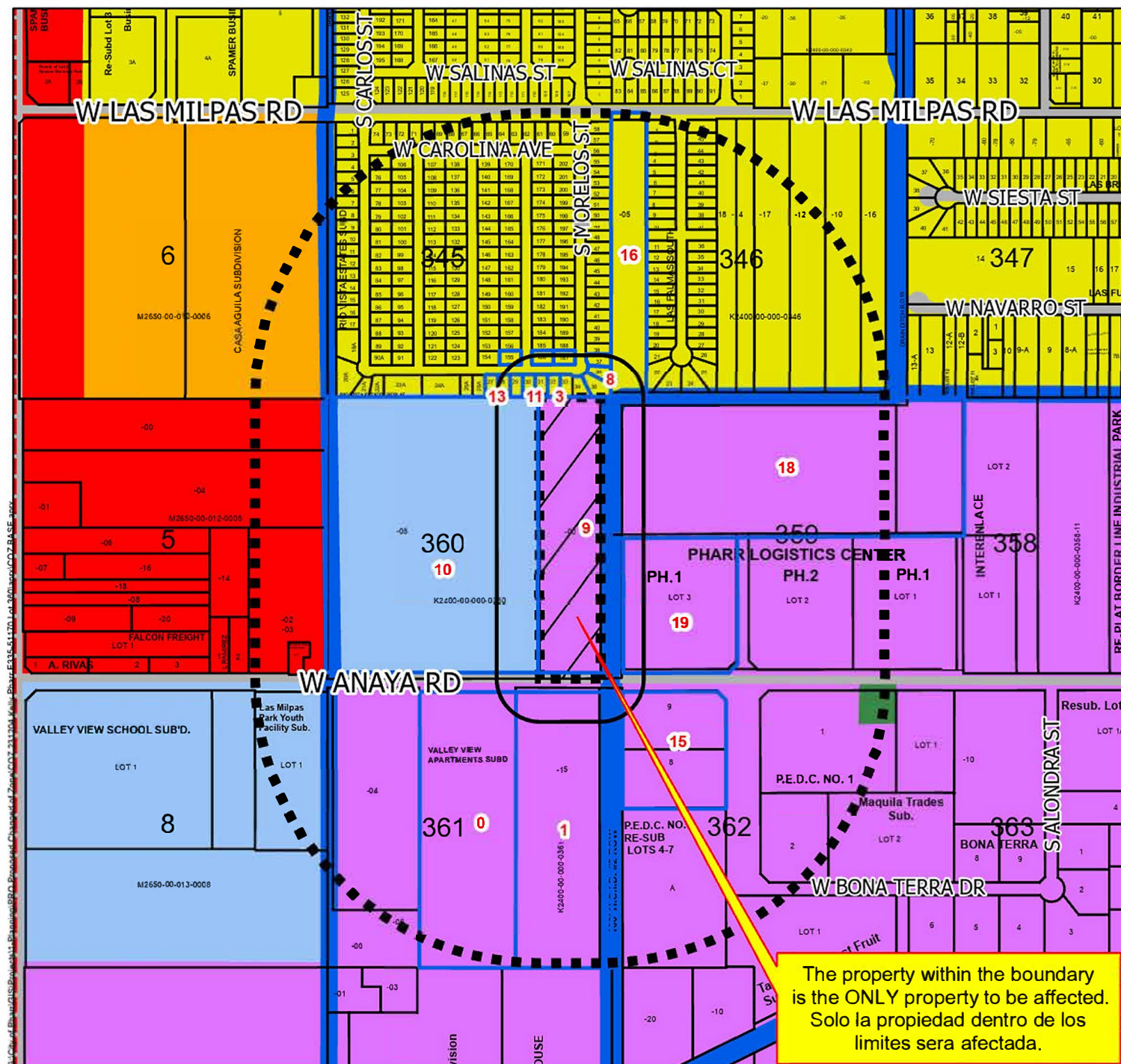


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Lizbeth Riquelme

FUTURE LAND USE



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- General Business
- Business District
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
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- 200 ft Radius
- Quarter Mile Radius

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-335-

AREA VERDE

Gas Pipeline
50 sq ft easement

AREA VERDE

AREA VERDE

Irrigation line

AREA VERDE

-120-

-30-

-1,170-

Anaya street

LOTS 30 sq ft X 120 sq ft
3,600 sq ft



Pharr
Development Services



Site Photo
1200 West Anaya Road





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.6.

DATE SUBMITTED: January 10, 2024

MEETING DATE: January 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting 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 Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6801 South Jackson Road. CUP#120529 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting 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).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the request for 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) provided that the site and applicant is in compliance with all City Ordinances and all City Departments requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 1/10/2024
Approved - 1/11/2024
Final Approval - 1/11/2024



MEMORANDUM

DATE: MONDAY, JANUARY 15, 2024

TO: MAYOR AND CITY COMMISSION

THROUGH: JONATHAN FLORES, CITY MANAGER

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC - FILE NO. CUP#120529 (GEORGE'S DANCE HALL)

GENERAL INFORMATION:

APPLICANT: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting 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).

LEGAL DESCRIPTION: The property is legally described as being Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6801 South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the north and south, Single-Family Residential District (R-1) to the east and Pharr City Limit lies to the west. The area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE
COMPLIANCE:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:** Development Services recommends **approval** of the
request for 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)
provided that the site and applicant is in compliance with all
City Ordinances and all City Departments requirements.



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

January 15, 2024

Conditional Use Permit **Renewal** for ABC – George's Dance Hall

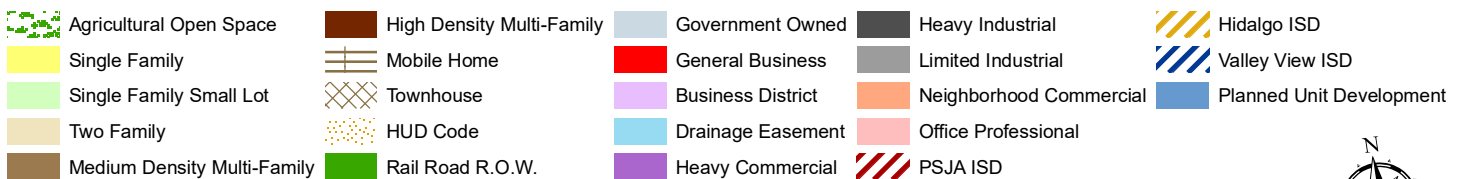
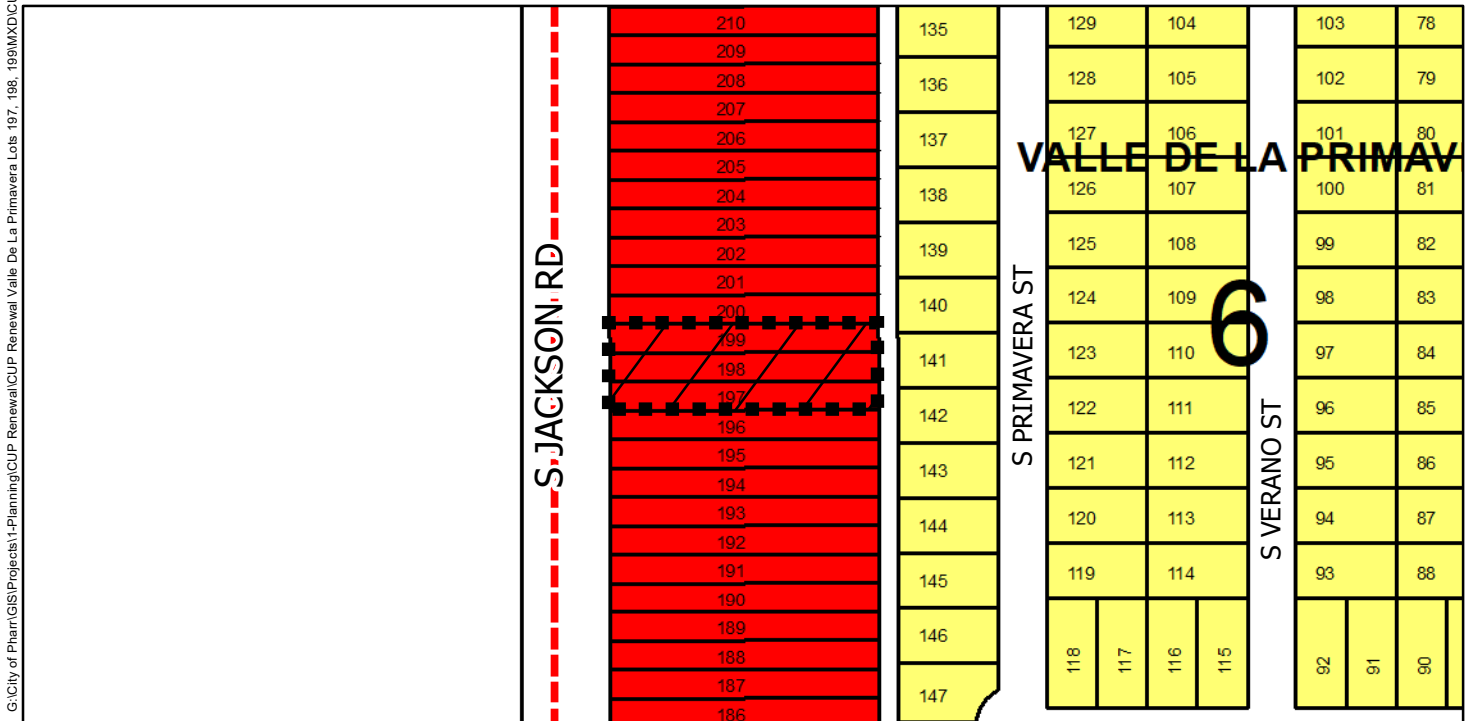
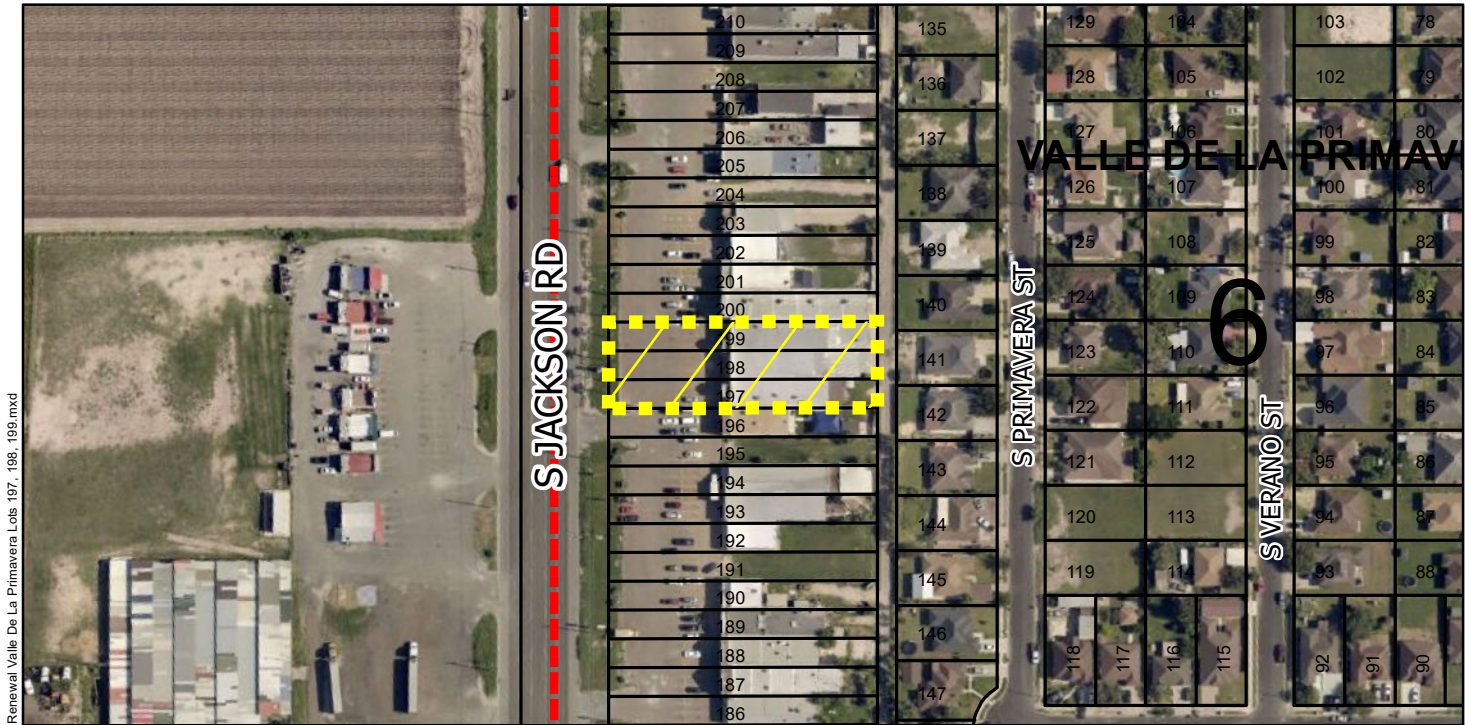
Background:

R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 10th renewal for George's Dance Hall.

The property is located at 6801 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.7.

DATE SUBMITTED: January 10, 2024

MEETING DATE: January 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 0.071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1101 East Nolana Loop. CUP#150101 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 1/10/2024
Approved - 1/11/2024
Final Approval - 1/11/2024



MEMORANDUM

DATE: MONDAY, JANUARY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#150101 (FUERA DE LUGAR RESTAURANT)

GENERAL INFORMATION:

APPLICANT: Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as 0.071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1101 East Nolana Loop.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural and/or Open Space District (A-O) to the North, General Business District (C) to the South, Agricultural and/or Open Space District (A-O) and General Business District (C) to the East and Heavy Commercial District (C) to the West. The area is generally designated for commercial, industrial and public/semipublic use in the Land Use Plan.

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

**FIRE
MARSHAL:**

Recommends approval of
the Conditional Use Permit.

**CODE
COMPLIANCE:**

Recommends approval of
the Conditional Use Permit.

HEALTH:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

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



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

January 15, 2024

Conditional Use Permit for **Renewal** for ABC –

Fuera De Lugar Restaurant

Background:

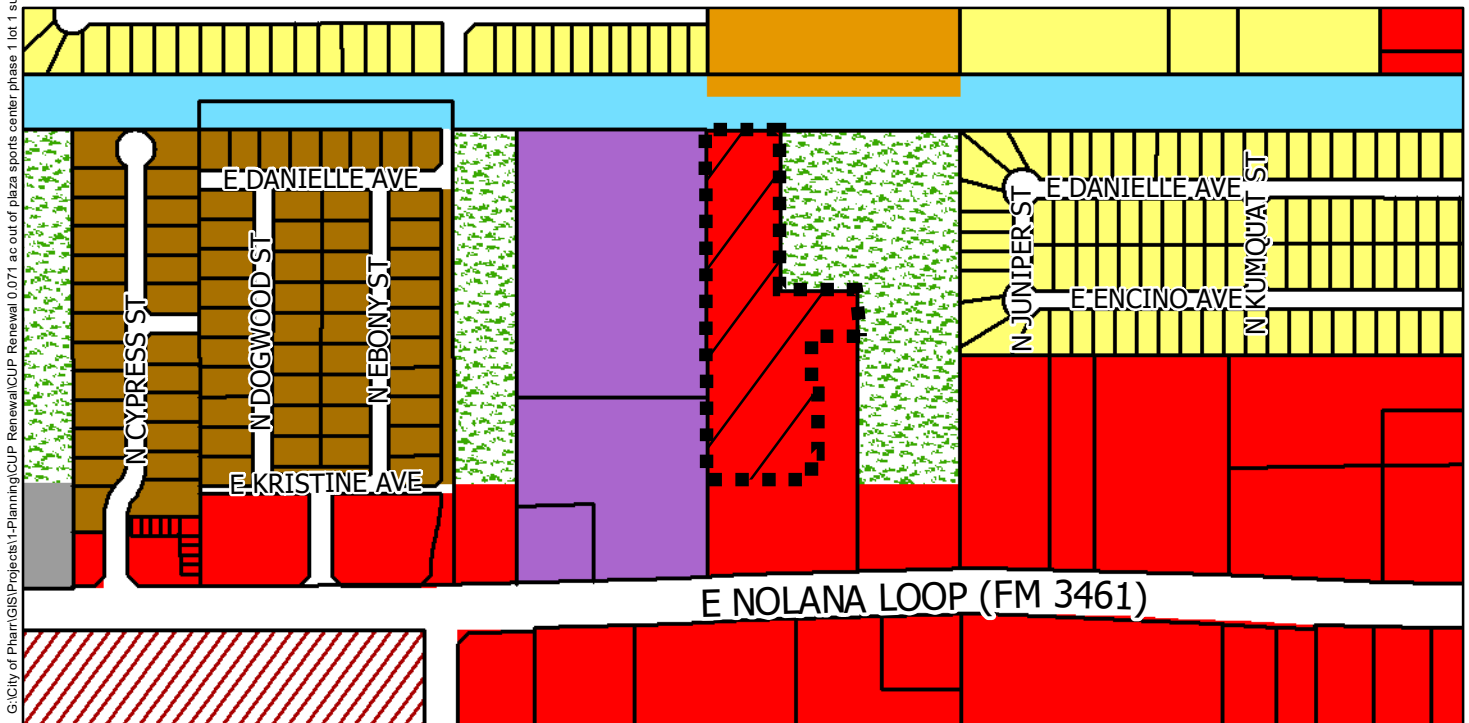
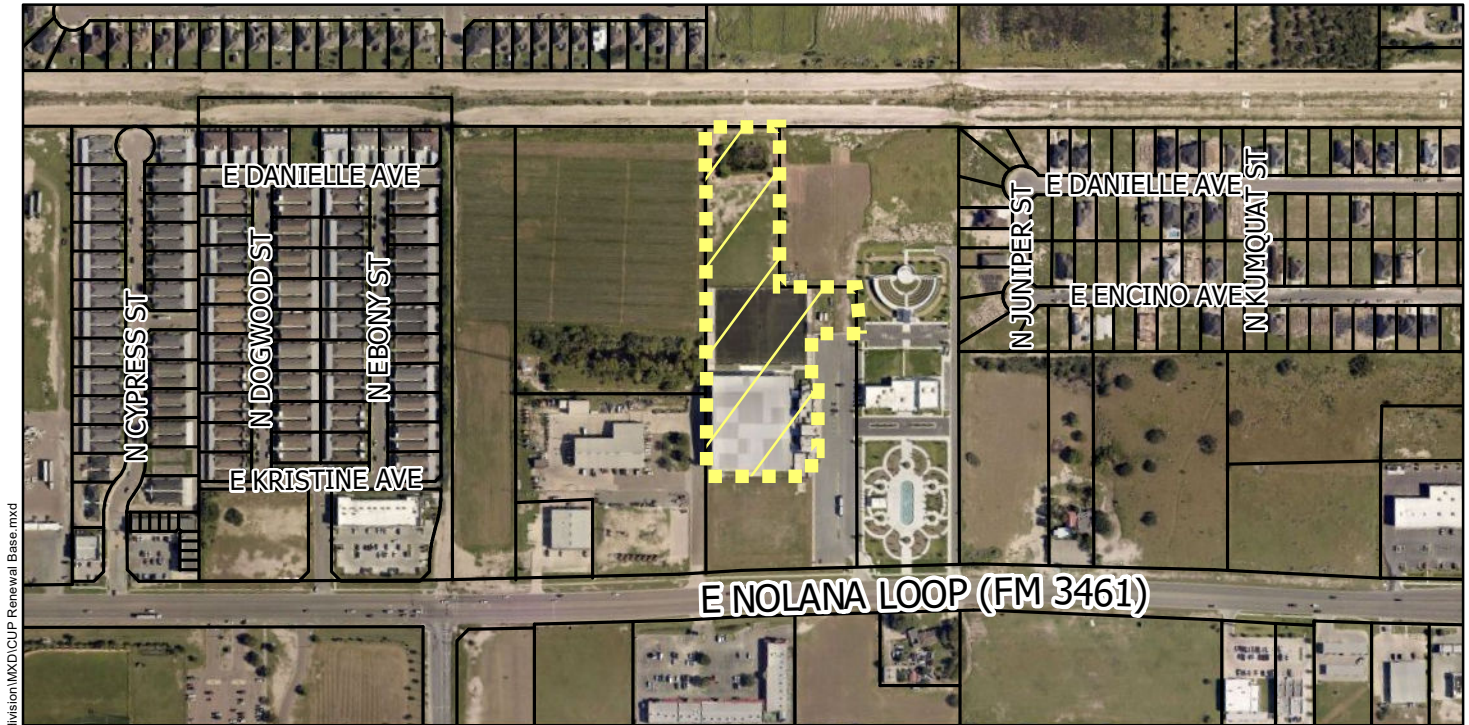
Fuera De Lugar, LLC., d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Fuera De Lugar Restaurant.

The property is located at 1101 East Nolana Loop. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

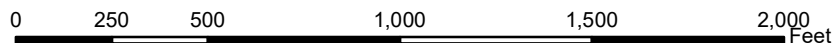
Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
 0.071 of an acre tract of land, more or less,
 out of Plaza Sports Center Phase 1 Lot 1 Subdivision
 Fuera Ede Lugar, LLC
 Jose Antonio Caso and Alma Ofelia Caso



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

Scale: 1 inch = 500 feet



City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 8/7/2023

G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal 0.071 ac out of plaza sports center phase 1 lot 1 subdivision\MXD\CUP Renewal Base.mxd



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: January 12, 2024

MEETING DATE: January 15, 2024

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

Created/Initiated - 1/12/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.1.

DATE SUBMITTED: January 10, 2024

MEETING DATE: January 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Spoor Engineering Consultants, Inc., representing Ricardo Arturo Diaz, is requesting final plat approval of the proposed Lark Industrial Park Subdivision. The property is legally described as being a 3.00 acre tract of land out of Lot 363, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 600 and 700 Block of West Anaya Road. SUB#220412 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Spoor Engineering Consultants, Inc., representing Ricardo Arturo Diaz, is requesting final plat approval of the proposed Lark Industrial Park Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Lark Industrial Park Subdivision subject to the listed conditions.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Lark Industrial Park Subdivision at their meeting on January 8, 2024. There were six members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 1/10/2024
Approved - 1/10/2024
Final Approval - 1/10/2024



MEMORANDUM

DATE: MONDAY, JANUARY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: LARK INDUSTRIAL PARK SUBDIVISION
FILE NO. **SUB#220412**

GENERAL INFORMATION:

APPLICANT: Spoor Engineering Consultants, Inc., representing Ricardo Arturo Diaz, is requesting final plat approval of the proposed Lark Industrial Park Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 3.00 acre tract of land out of Lot 363, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located at the 600 and 700 Block of West Anaya Road.

ZONING: The property is currently zoned Limited Industrial District (L-I). The adjacent zones are Limited Industrial District (L-I) and Agricultural and/ Open Space District (A-O) to the north and Planned Unit Development District (PUD) to the east and Limited Industrial District (L-I) to the south and west. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Cold storage.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Lark Industrial Park Subdivision subject to the following conditions:

**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.

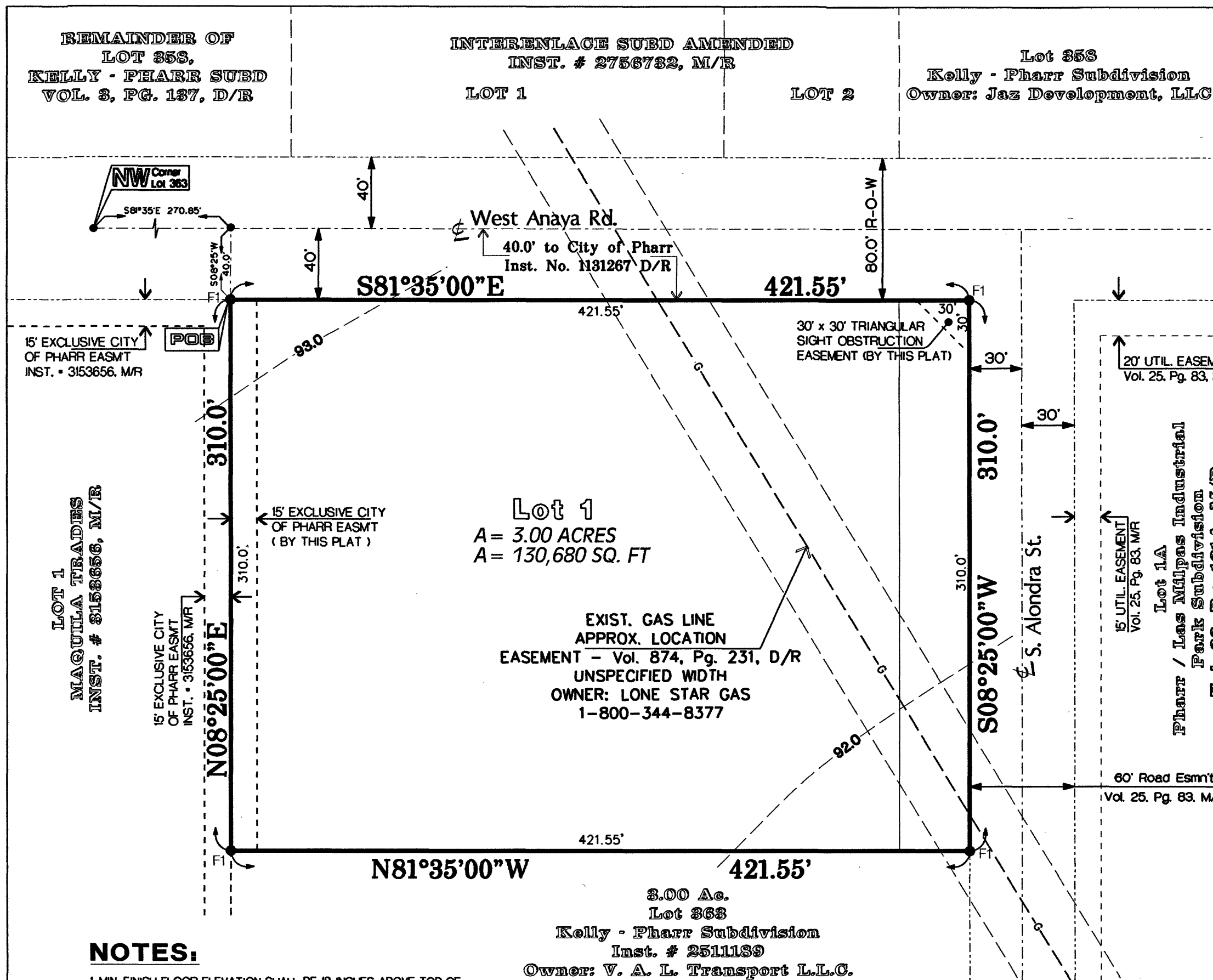
SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

PLANNING AND ZONING COMMISSION:

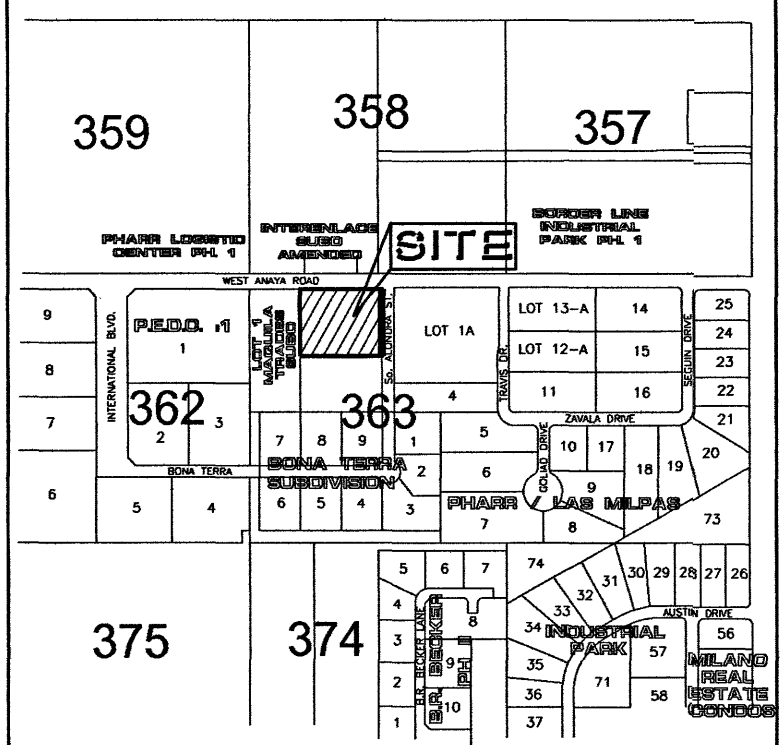
The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Lark Industrial Park Subdivision at their meeting on January 08, 2024.



MAP OF LARK INDUSTRIAL PARK City of Pharr, Texas

BEING A SUBDIVISION OF A 3.00 AC. TRACT OF LAND OUT OF LOT 363, KELLY PHARR SUBDIVISION, OF PORCIONES 69 AND 70, HIDALGO COUNTY, TEXAS According to Plat Recorded in Volume 3, Page 134, Deed Records, Hidalgo County, Texas.

NOTATION MAP



Prepared by: Spoor Engineering Consultants, Inc. FIRM - F-6003 Consulting Engineers - Civil Land Planning 303 South 4th Street McALLEN, TEXAS 78501 TEL. (956) 683-1000 FAX (956) 683-1002 SEC@spooreng.com

STATE OF TEXAS: COUNTY OF HIDALGO:

I, (WEI, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE " LARK INDUSTRIAL PARK " , TO THE CITY PHARR, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREET, ALLEY, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES CONSIDERATION THEREIN EXPRESSED.

DAPA Blue Group Family LP A Texas Limited Partnership By: DAPA Blue Group, LLC, A Texas Limited Liability Company - its general partner

By: Ricardo Arturo Diaz, Manager 2700 Quail Ave. McAllen, Texas 78504

STATE OF TEXAS: COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICARDO ARTURO DIAZ , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE DAY OF , 2022.

NOTARY PUBLIC

APPROVED AND AUTHORIZED FOR RECORDED BY THE PLANNING AND ZONING COMMISSION, CITY OF PHARR, TEXAS, THIS THE DAY OF , 2022 BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS.

DANNY WYLIE CHAIRMAN, PLANNING AND ZONING COMMISSION

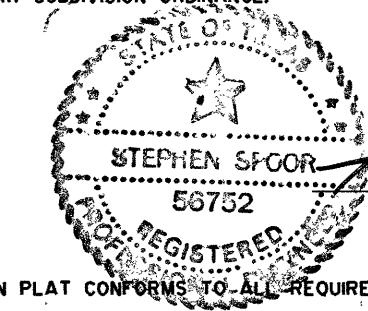
STATE OF TEXAS: COUNTY OF HIDALGO:

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

CARLOS VASQUEZ, RPLS 4608 DATE CVO LAND SURVEYOR 517 BEAUMONT AVE McALLEN, TEXAS 78501 TBPLS FIRM E 1019600

STATE OF TEXAS: COUNTY OF HIDALGO:

I, THE UNDERSIGNED, STEPHEN SPOOR A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE.



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

ATTEST: CITY CLERK

AMBROSIO HERNANDEZ MAYOR, CITY OF PHARR

DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: RAUL E. SESIN, P.E., C.F.M. GENERAL MANAGER

DATE

NOTES:

1. MIN. FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF LOT.
2. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH CITY OF PHARR ORDINANCES.
3. THIS PROPERTY FALLS IN ZONE " B " OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 05008, REVISED JAN. 2, 1981 B IS DESCRIBED AS AREAS BETWEEN THE 100 YEAR AND 500 YEAR FLOOD, OR AREAS SUBJECT TO 100 YEAR FLOODING WITH AVE. DEPTHS LESS THEN ONE FOOT, OR WHERE THE CONTRIBUTING DRAINAGE AREAS IS LESS THAN ONE SQ. MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
4. 5.0' SIDEWALK IS REQUIRED ALONG W. ANAYA ROAD, AND ALONG S. ALONDRA ST. AND SHALL BE CONSTRUCTED BY THE OWNER AT OWNERS EXPENSE AT THE TIME OF ISSUANCE OF A BUILDING PERMIT. TEXAS ACCESSABILITY COMPLIANT WHEELCHAIR RAMPS & LANDINGS SHALL BE REQUIRED AT THE SUBDIVISION PHASE.
5. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.20 ACRES AND A VOLUME OF 0.51 AC. FL. 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.
6. NO STRUCTURAL IMPROVEMENTS WILL BE ALLOWED ON EASEMENTS OF ANY KIND.
7. UNLESS OTHERWISE NOTED, ALL PROPERTY CORNERS ARE MONUMENTED BY A 1/2" DIAMETER BY 18" LONG STEEL ROD.
8. CITY OF PHARR BENCHMARK MONUMENT No. 9, SET BY J.E. SAENZ AND ASSOCIATES, INC. LOCATED AT CAGE AVE. AND ANAYA ROAD. ELEV. 88.63 - Northing 16564970.016, Easting 108332670
9. EROSION AND SEDIMENTATION CONTROL SHALL ABIDE BY CURRENT T.P.D.S. AND SWPPP REGULATIONS
10. LANDSCAPING IS REQUIRED AS IN ACCORDANCE WITH CITY OF PHARR ORDINANCES.
11. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO MEET ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
12. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
13. OWNERS ARE TO MAINTAIN DETENTION / RETENTION AREAS.
14. OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION

SURVEY MONUMENT LEGEND

● FI - FOUND STEEL PIN

METES & BOUNDS

A 3.00 ACRE TRACT OF LAND OUT OF LOT 363, KELLY PHARR SUBDIVISION, OF PORCIONES 69 AND 70, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 3, PAGE 134, DEED RECORDS, HIDALGO COUNTY, TEXAS.

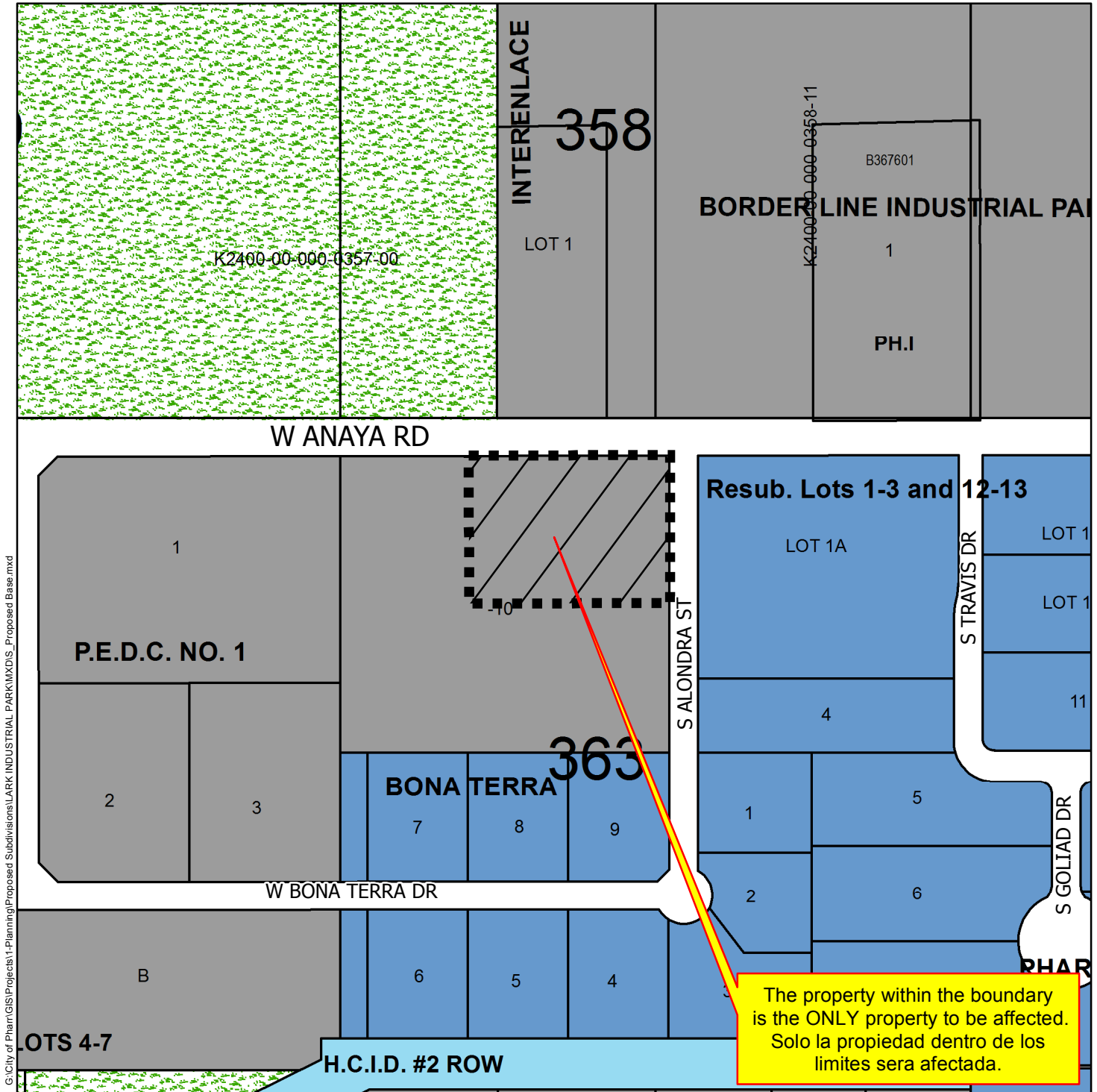
BEGINNING at a steel pin found on the South line of West Anaya Road, for the Northwest corner of the following described tract of land; said point located South 81 Deg. 35 Min. East, 270.85 feet, and South 08 Deg. 25 Min. West, 40.0 feet from the Northwest corner of Lot 363;
THENCE, with the South line of West Anaya Road, South 81 Deg. 35 Min. East, 421.55 feet to a steel pin found on the West line of South Alondra Street, for the Northeast corner hereof;
THENCE, with the West line of South Alondra Street, South 08 Deg. 25 Min. West, 310.0 feet to a steel pin found for the Southeast corner hereof;
THENCE, parallel to the North line of Lot 363, North 81 Deg. 35 Min. West, 421.55 feet to a steel pin found for the Southwest corner hereof;
THENCE, parallel to the West line of Lot 363, North 08 Deg. 25 Min. East, 310.0 feet to the POINT OF BEGINNING. Containing 3.00 acres of land, more or less.

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No.2 ON THIS DAY OF , A.D., 2022

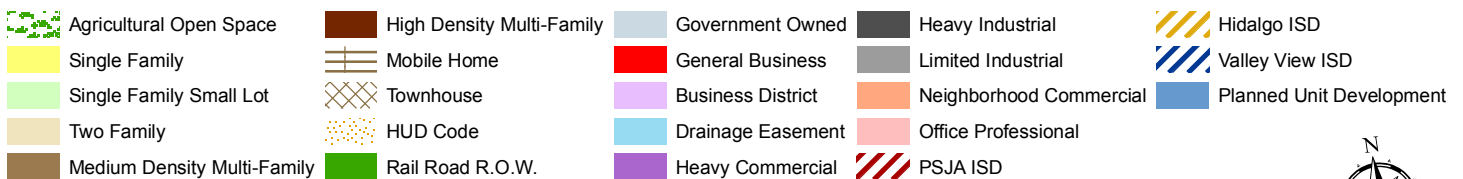
NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAY OR EASEMENTS

SECRETARY

PRESIDENT



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\LARK INDUSTRIAL PARK\MXD\15_Proposed Base.mxd





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: January 8, 2024

MEETING DATE: January 15, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution authorizing the donation of city-owned emergency medical services equipment to the City of Alton.
This item supports QL - Quality of Life.

Classification: Regular

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

Issue: Resolution authorizing donation of EMS equipment to City of Alton.

Fiscal Consideration: N/A

Staff Recommendation: Approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 1/8/2024
Approved - 1/8/2024
Final Approval - 1/9/2024

RESOLUTION NO. R-2024-__

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

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

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

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

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

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

WHEREAS, the City of Alton, Texas is in need of Emergency Medical Services Equipment and has agreed to use the Equipment for the substantial benefit to the inhabitants of the city.

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

The City Pharr, Texas hereby donates the Emergency Medical Services Equipment to the City of Alton.

APPROVED AND PASSED BY THE BOARD OF CITY COMMISSIONERS OF PHARR on this the 15th day of January, 2024.

CITY OF PHARR:

Ambrosio Hernandez MD, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Exhibit A

Year	Make	Model	Type	Vin Number	License Plates	Milage
2016	Ford	Type 1	Ambulance	1FDRF3GTXGEB62086	146-7321	152807
2018	Ferno	Stretcher	ProFlexx	18N392501	N/A	N/A
2012	Physio Cont	Heart Monitor / AED	LifePack 15	40639062	N/A	N/A
			Miscellaneous Disposable Medical Supplies			





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: January 10, 2024

MEETING DATE: January 15, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on Resolution declaring surplus of Pharr International Bridge vehicles and equipment. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: The Pharr International Bridge recommends declaring surplus and/or obsolete the described vehicles and equipment and beginning the disposal of said assets via auctioneering services and/or recycling salvage yards. The Pharr International Bridge currently has one (1) Branson 3820, and one (1) 2004 Ford Bucket Truck. These vehicles, equipment, and property are in different stages of disrepair or obsolete.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to declare surplus and/or obsolete vehicles

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Luis Bazan

Hilda Pedraza

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 1/10/2024

Approved - 1/10/2024

Approved - 1/12/2024

Approved - 1/12/2024

Approved - 1/12/2024

New -

RESOLUTION NO. R- 2024-__

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

WHEREAS, the City of Pharr, Texas owns the equipment described on Exhibit "A" attached hereto and incorporated herein, and the Board of Commissioners being of the opinion that such equipment should be declared surplus and disposed of as herein specified.

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

SECTION 1: The Board of Commissioners finds that the surplus equipment described on Exhibit "A" and attached hereto and incorporated herein for all purposes has no market value; and

SECTION 2: The City Manager is authorized and directed to auction the surplus equipment as attached in Exhibit "A."

APPROVED AND PASSED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS on this the 15th day of January, 2024.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

[illegible]







Branson 3820









AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: January 10, 2024

MEETING DATE: January 15, 2024

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution entering into an agreement with Texas Department of Transportation for closure of South U.S. 281 and East Old Business 83 for the purpose of conducting the 18th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 2, 2024. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The Parks and Recreation Department wishes to enter into agreement with TXDOT to host it's 18th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 2, 2024.

Fiscal Consideration: N/A

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

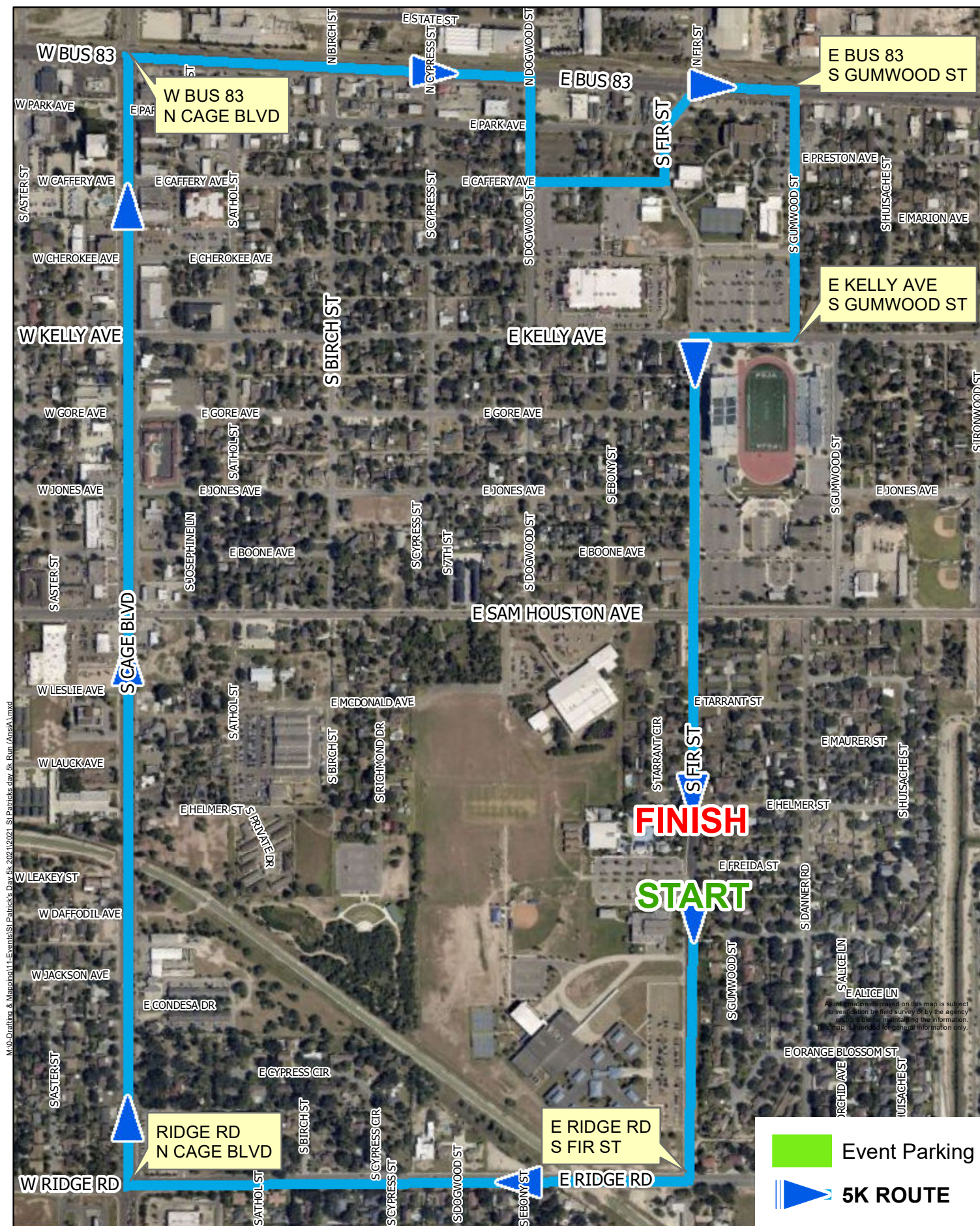
Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
David Friedlein
City Management Office

Created/Initiated - 1/10/2024
Approved - 1/11/2024
Approved - 1/11/2024
Final Approval - 1/11/2024



RESOLUTION R-2024-__

**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 public event.

That the closure of South U.S. 281 and East Old Business 83 for the purpose of
conducting the 18th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 2, 2024,
from 7:00 a.m. to 11:00 a.m.

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

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

PASSED AND APPROVED this 15th day of January 2024, by the Board of
Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: January 5, 2024

MEETING DATE: January 15, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Contract for Public Relations Consulting Services with Lone Star Consulting from McLean, VA. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: The City of Pharr requires assistance with Infrastructure Investment and Job Act of 2021 funding for various projects on overall government relations. Consultation and legislative support with the City of Pharr's grant department. Staff recommends approval of award for Public Relations Consulting Services to the single respondent, Lone Star Consulting from McLean, VA for the amount of \$5,000/month. If approved, the contract shall be for a period of (1) one year. Once awarded, staff requests authorization, with City Manager approval, to exercise the option to extend the service contract for two (2) additional years, in one (1) year increments subject to satisfactory performance and with no change in service fees. - Project No. 2324-01-510-S17-153

Fiscal Consideration: \$5,000 per month

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Mayra Gomez
Cynthia Garza
Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 1/5/2024
Approved - 1/9/2024
Approved - 1/9/2024
Approved - 1/10/2024
Approved - 1/10/2024
Approved - 1/12/2024
Final Approval - 1/12/2024



BID OPENING: DECEMBER 20, 2023 AT 4:00 PM (CST)

LOCATION: CITY COMMISSION ROOM

PROJECT NO. 2324-01-510-S17-153

RFP - SERVICE CONTRACT FOR PUBLIC RELATION CONSULTING SERVICES

RESPONDENTS	CITY, STATE
LONE STAR CONSULTING	MCLEAN, VA



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: January 9, 2024

MEETING DATE: January 15, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service contract with US Bancorp Government Leasing and Finance Inc., from Denver, CO for Capital Lease Financing on the Capital Equipment approved for FY 2023-2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The City of Pharr went out for proposals for Capital Lease Financing FY 23/24 and received a total of three (3) proposals on Wednesday, December 20, 2023. An evaluation team of three (3) reviewed the proposals to determine the most responsive and responsible respondent. It was determined that US Bancorp Government Leasing and Finance Inc. was the most qualified candidate. Equipment estimate is approximately \$4,262,100.00 - Project # 2324-01-511-S08-19

Fiscal Consideration: 4.46% interest rate / 7 years

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Hilda Pedraza

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 1/9/2024

Approved - 1/10/2024

Approved - 1/10/2024

Approved - 1/10/2024

Approved - 1/12/2024

Final Approval - 1/12/2024



Pharr



BID OPENING: WEDNESDAY DECEMBER 20, 2023 AT 3:00 PM (CST)

LOCATION: CITY COMMISSION ROOM

PROJECT NO. 2324-01-511-S08-19 - RFP CAPITAL LEASE FY 23/24

RESPONDENTS	
COMPANY	CITY, STATE
BANK FUNDNING LLC	BOYDS, MD
BAYSTONE GOVERNMENT FINANCE / KS STATEBANK	MANHATTAN, KS
US BANCORP GOVERNMENT LEASING & FINANCE INC	DENVER, CO



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: January 12, 2024

MEETING DATE: January 15, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and possible action, if any, authorizing City Manager to enter a Fiber Joint Use Contract agreement with Gigabit Fiber. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: N/A

Fiscal Consideration: 500,000

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 1/12/2024
Approved - 1/12/2024
New -

This Joint Use Agreement between the City of Pharr, Texas (the "City") and InnerCity FiberNet, LLC d/b/a Gigabit Fiber ("Gigabit Fiber") for use and development of communication infrastructure from the international boundary at the middle of the Pharr International Bridge to the fiber demarc at the Chase Building in McAllen, TX (the "International Fiber Infrastructure") is executed this 15th day of January 2024.

Background:

The City owns and operates a residential fiber-based internet service provider in Pharr, TX. The City has existing empty conduit throughout the City. The City owns Pharr International Bridge that has existing empty conduit.

The principals of Gigabit Fiber have designed, permitted, built, and operated five (5) international fiber crossing along the US/Mexico border. For over 20 years, Gigabit Fiber has designed, built, and operated utility class fiber and wireless networks throughout Texas. Gigabit Fiber holds a SPCOA public utility license issued by the Public Utility Commission of Texas and headquartered in Dallas with significant operations in South Texas.

This project is contingent on Gigabit Fiber obtaining necessary entitlements to build this network on the Mexico side of the bridge and metro Reynosa.

Gigabit Fiber wants to build a high capacity, multi-conduit communications system to enable carriers, institutions and businesses located in both the United States and Mexico.

The City wants to facilitate the construction of this network through making City infrastructure available to Gigabit Fiber and paying for additions and modifications thereto and receiving high count fiber on the bridge and City limits to the Chase Building.

Therefore, the parties agree as follows:

- The City grants Gigabit Fiber a 99-year right to use the existing empty 2" conduit from City limits to the City Bridge Building as detailed on Exhibit A.
- The City grants Gigabit Fiber a 99 year right to use the existing empty conduit from the international boundary at the middle of the Pharr International Bridge to the City Bridge Building as detailed on Exhibit A.
- Outside Plant Cost (OSP) of the bridge conduit system, necessary modifications to the existing empty 2" conduit in Pharr and metro fiber/conduit from City limits to the Chase shall be split 50/50 between Gigabit Fiber and the City. Gigabit Fiber shall design, engineer, permit and build OSP for a price of cost plus 6% project management fee.
- Gigabit Fiber shall be responsible for 100% of the cost of its fiber cable and its installation as detailed in the scope of work.
- Gigabit Fiber grants the City a 99-year right to use 48 fibers from City limits to the Chase building meet me room, excluding third party costs and fees. Under separate service order and scope of work, Gigabit Fiber will build a separate path from City limits to the Chase building meet me room with similar joint use terms as contained herein.
- Gigabit Fiber shall install 144 fibers from the international boundary at the middle of the Pharr International Bridge to the City Bridge Building as detailed in the scope of work.

- Gigabit Fiber shall pay the City \$125/mo. royalty for every pair of fiber put in service on the International Fiber Infrastructure.
- Gigabit Fiber shall have access to City owned fiber and conduit on “most favored nations” basis.
- The City agrees that Gigabit Fiber is the exclusive international, enterprise and wholesale provider utilizing the International Fiber Infrastructure. For example, the City could use their existing or future fiber infrastructure (other than the International Fiber Infrastructure) to service enterprise customers in Pharr. However, for example, the City would not allow a third party to use existing or future conduit on the Pharr International Bridge and instead refer this opportunity to Gigabit Fiber. Shared use of the International Fiber Infrastructure shall not be allowed unless mutually agreed to by both parties.
- Unless specifically permitted by the City, Gigabit Fiber agrees not to offer or enable residential or small to medium enterprise services in the City of Pharr.

IN WITNESS WHEREOF, the parties have examined this Agreement and caused the same to be duly delivered on their behalf as of the day and year hereinabove first set forth.

City of Pharr

Gigabit Fiber

Name:

Thomas J. Spackman

Title:

Chief Executive Officer

WHEREAS, after careful consideration, deliberation, and review, the City Council has determined that said agreement is in the best interests of the City and its constituents,

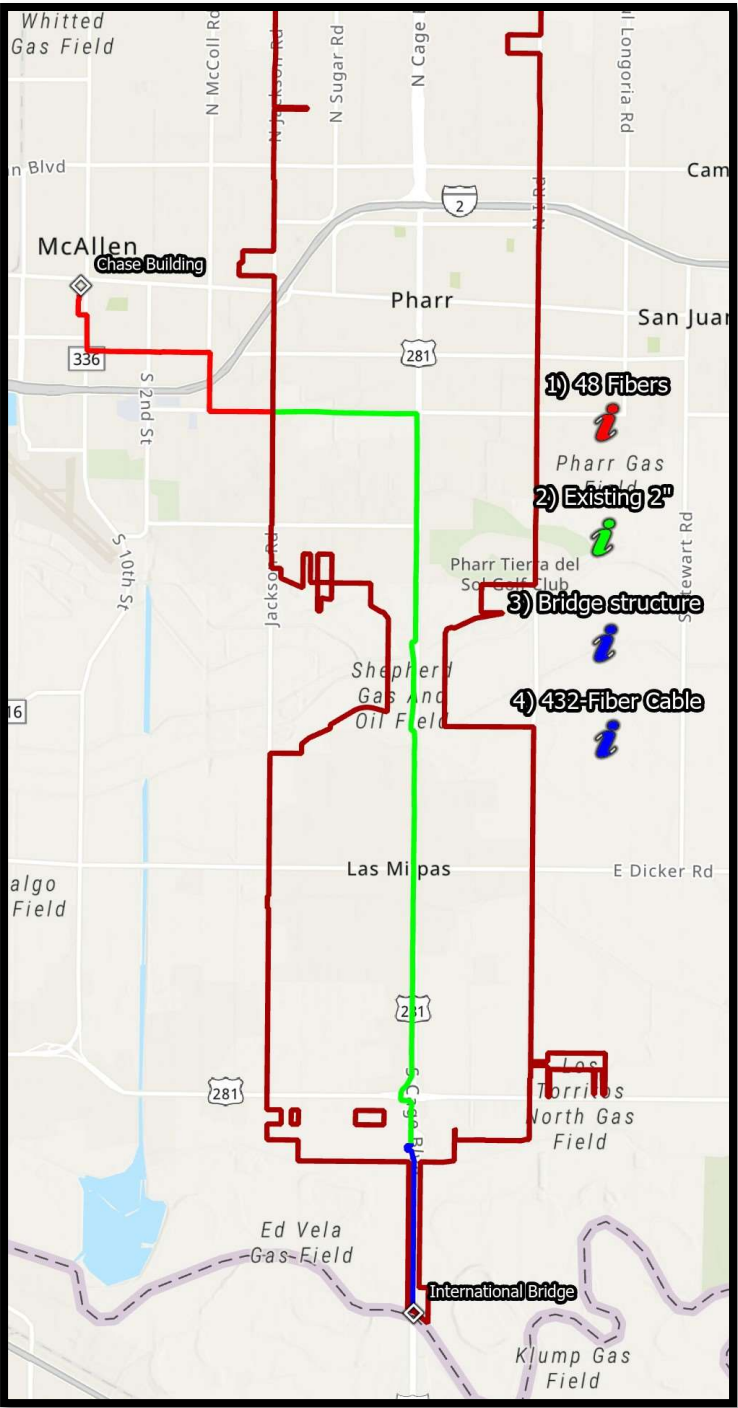
NOW, THEREFORE, BE IT RESOLVED, that the City Council of Pharr hereby formally ratifies, approves, and authorizes the execution and performance of the agreement with the Gigabit Fiber, as described in the document dated October 31, 2023, and attached hereto.

BE IT FURTHER RESOLVED, that the Mayor, or Jonathon Flores is hereby authorized to execute said agreement on behalf of the City, and the City Clerk is directed to attest to the execution of the agreement.

BE IT FURTHER RESOLVED that all actions taken in accordance with this resolution are hereby confirmed and ratified by the City Council.

ADOPTED by the City Council of Pharr on _____, __, 2023 with [_____] Number of Votes in Favor] votes in favor and [_____] Number of Votes Against] votes against.

Exhibit A





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: January 12, 2024

MEETING DATE: January 15, 2024

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing city manager to negotiate and enter into a contract for structural assessment services for Tierra del Sol Clubhouse with Chanin Engineering, LLC. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The Engineering department has recommended that a specialized structural engineering firm performs an assessment of the existing building before renovations.

Fiscal Consideration: \$19,000.00

Staff Recommendation: Staff recommends approval.

Alternatives: Not perform assesment and proceed with renovations.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Alfaro

Created/Initiated - 1/12/2024

Ruben Alfaro

Approved - 1/12/2024

Ricardo Rodriguez

Approved - 1/12/2024

Karla Saavedra

Approved - 1/12/2024

City Management Office

Final Approval - 1/12/2024



400 Nolana, Suite H2
McAllen, Texas 78504
T: (956) 687-9421 | F: (956) 687-3211
ChaninEngineering.com
TBPE Firm Registration No. F-9369

SERVICE CONTRACT

January 9, 2024

Attn: Ruben Alfaro, City Engineer
City of Pharr
Engineering Department
118 S Cage Blvd.,
1st Floor Pharr, TX 78577
956-402-4221
ruben.alfaro@pharr-tx.gov

Re: **Structural Engineering Services**
Tierra Del Sol Assessment
(CE Project #23-364)

Dear Ruben Alfaro:

Chanin Engineering, LLC appreciates being selected to submit this proposal for professional services for the proposed project.

Project Understanding

As determined by the site visit conducted on Thursday, December 21, 2023, our proposal is based on the following project understanding:

- The project is located at 700 E Hall Acres Rd, Pharr, TX 78577.
- We understand the Owner would like us to perform a visual observation and structural assessment of the existing structural conditions of the facility.

SCOPE OF SERVICES

(Basic Services)

Phase I: Preliminary Observation Report

Chanin Engineering will work to gather necessary information about existing conditions.

Specifically, Chanin Engineering at this time will:

- 1) Collect facility information and/or existing structural layout plans (if available) from the building owner to understand structural systems.
- 2) Perform visual observations to obtain existing condition of structure.
- 3) Provide the owner with a summary of visual observations along with recommendations on possible options going forward.

Phase II: Structural Assessment (to be determined)

Once Phase I is complete and the extent of required actions has been identified, construction documents will be generated with recommendations as needed to address the identified areas of concern.

ENGINEERING FEE

This proposal provides for the performance of professional work for basic services as described in the SCOPE OF SERVICES section as follows:

Engineering Fee Phase I: \$1,500

Engineering Fee Phase II: Not expected to exceed \$17,500.

*Fees are valid for **14** calendar days from the date listed on your proposal.

EXCLUSIONS

- Fee does not include attendance at board meetings or workshops.
- Phase I Excludes Assessment of the existing structure not pertaining to those indicated under scope of services.
- Excludes the structural analysis of any components.
- Excludes any material testing of existing structural components.
- Construction Details and Remediation are not a part of Phase I.
- Excludes assessment of exterior cladding & fenestration.
- Excludes assessment of any architectural, mechanical, electrical, and plumbing components
- We have not included costs for equipment rental as we do not anticipate requiring it for this limited assignment. However, if a need does arise that should require equipment rental we will provide such information to the client for review and approval prior to incurring any such expense.
- Engineering fees included in this proposal only apply to items specifically listed in this proposal. No additional items are assumed or included unless requested in writing prior to signing the Professional Services Agreement. Engineering fees for additional work are not included in this proposal.

Excluded in this proposal is structural engineering work other than the scope of services described above, and, additional services required by major modifications made to the project by either the Owner, their representatives, other project consultants, or our client after initiation of construction document phase. A separate additional services contract mutually acceptable to the Client/Owner shall be drafted to accommodate any major structural changes. Also excluded are special inspections, out of town expenses required by the project (other than any site observation visits if specified herein), reproduction services, deep foundation design, and additional or specialized analysis techniques that may be required pending further studies, findings, or information. All the work excluded in the foregoing are considered additional services and will be charged according to the terms and condition of our standard agreement. See ENGINEERING FEE section for our prevailing hourly rates.

This Engineering fee was based on the conceptual information provided to Chanin Engineering, LLC. Authorization will first be obtained from the Client before performing work beyond the Basic Services Scope of Work due to conditions that may occur for which we are not responsible.

The fee is subject to change if the project scope of work is modified from the original scope description. Any fee increase for additional services as described in the EXCLUSIONS section for this part of the project will be discussed and mutually agreed upon before commencing any work beyond the basic work scope. Additional services will be charged at our prevailing hourly rate as follows:

SCHEDULE OF FEES

Chanin Engineering, LLC's prevailing rates are as follows:

<u>Engineering:</u>	<u>Hourly rate</u>
E-1 Engineer In Training 1	\$105.00
E-2 Engineer In Training 2	\$115.00
E-3 Project Engineer 1 *	\$135.00
E-4 Project Engineer 2 *	\$145.00
E-5 Principal Engineer *	\$175.00

<u>Technicians:</u>	
T-1 Technician I	\$ 75.00
T-2 Technician II	\$ 85.00
T-3 Technician III	\$ 95.00

<u>Computer Aided Drafting:</u>	
C-1 CAD I	\$ 55.00
C-2 CAD II	\$ 65.00
C-3 CAD III	\$ 75.00

<u>Administrative:</u>	
A-1 Clerical	\$ 40.00
A-2 Accounts Payable/Billable	\$ 45.00
A-3 Office Manager/Executive Assistant	\$ 55.00

* Licensed professional engineer, unless noted otherwise.

The Basic Service fee shall be billed by monthly invoice based on project progress.

ENGINEERING AND TECHNICAL CLASSIFICATIONS

Engineering:

E-1	Engineer in Training I -	Graduate Engineer with 0-3 years experience, work under close supervision.
E-2	Engineer in Training 2 -	Graduate Engineer with 2-plus years experience, capable of carrying out assignments with minimum supervision, supervise drafting and layout work.
E-3	Project Engineer 1 -	<u>Registered</u> Engineer with 4-plus years experience, can handle moderately complex tasks with minimal supervision, supervise the work of other engineers and drafters.

E-4 Project Engineer 2 - Registered Engineer with 6-plus years experience, can handle complex tasks with only general supervision, coordinates and supervises work of other engineers and drafters.

E-5 Principal Engineer - Registered Engineer and possibly company officer, completely capable of handling and supervising all aspects of design and drawing production.

Technicians:

T-1 Technician I - 5-plus years experience and/or education, capable of handling all drafting functions and simple engineering design and calculation tasks with some supervision.

T-2 Technician II - 7-plus years experience and/or education, capable of handling all drafting functions with minimal supervision, can supervise the work of drafters.

T-3 Technician III - 10-plus years experience and/or education, capable of handling all drafting add many engineering related tasks with little supervision, can supervise the work of drafters and technicians.

Computer Aided Drafting:

C-1 Junior Drafter I - Capable of drawing tasks and tracing-type work, under close supervision of others.

C-2 Drafter II - 2-plus years experience and/or education, handles many drafting tasks under supervision.

C-3 Senior Drafter III - 3-plus years experience and/or education, handles most drafting tasks while exercising judgment on layout and planning, receives minimal supervision.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic and any Additional Services. These expenses include actual expenditures incurred in the interest of the Project for the expenses listed below:

- a) Expense of reproduction, postage, delivery, handling of drawings, photos, specifications, and other documentation.
- b) Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner will be charged at 1.5 times of hourly rates listed above.

- c) Expense of materials for structural sketches, models, mock-ups, binders, exhibit boards and other miscellaneous exhibits requested by the client.
- d) Expense of additional insurance coverage or limits including Professional Liability Insurance, requested by the Owner in excess of that normally carried by Chanin Engineering, LLC.
- f) Reimbursable expenses will be billed at actual cost X 1.05.

*Monthly invoices shall be due upon receipt. Invoices paid beyond 30 days from the invoice date may be charged a 1.0%/mo. Service charge. Should the project be abandoned by either the client and/or Owner after structural work has commenced, the percentage of work completed to the date of written notice of abandonment shall be billable and due within 14 days of such notice.

SCHEDULE FOR COMPLETION OF PROJECT

The project schedule will be discussed and mutually agreed upon prior to the notice to proceed. This proposal is based on the premise that complete and accurate plans, documents, and reports are to be made available for the undertaking of this project *on a timely basis*. We shall not be held responsible for delays that may occur which are out of our control or for which we are not responsible and therefore may have a negative effect on the project schedule. It is further understood that Chanin Engineering, LLC. will provide our client with one set of reproducible drawings at the intermediate and final submittals. Chanin Engineering, LLC will not be responsible to pay for reproduction/delivery costs at the various and final submittals as well to all bidders and/or parties.

DISPUTE RESOLUTIONS

D.1 GENERAL. Claims, disputes or other matters in question solely between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

Demand for arbitration shall be filed in writing with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder, and additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Board of Directors, Chanin Engineering, LLC. and any other person or entity consenting to arbitration of any claim, dispute or other matter in question. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to be the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

D.2 MEDIATION. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

D.3 INDEMNIFICATION. The owner and/or architect shall indemnify and hold harmless Chanin Engineering, LLC and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of their services provided that any such claim, damages, loss or expense is caused solely by the negligent act, error or omission of the Owner and/or architect, or anyone employed by the Owner and/or architect or anyone for whose acts any of them may be liable.

D.4 LIMITATION OF LIABILITY. The development of this project is intended to produce the largest rate of return (benefit) for the owner for their investment (cost). To a lesser degree, the project Architect will also enjoy a benefit (his professional fee) for his investment (professional service), similarly but to a much lesser degree, the Consultant (Chanin Engineering, LLC) will also see a benefit for our service investment. As such, the project risk exposure to the various parties shall accordingly recognize this fact. For this reason, Chanin Engineering, LLC's limitation for all liabilities shall be limited to our engineering fee for this project. Also refer to the sections above for related discussion.

D.5 VERIFICATION OF EXISTING CONDITIONS, Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Chanin Engineering, LLC regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Chanin Engineering, LLC, its officers, directors, employees and subconsultants (collectively, Chanin Engineering, LLC) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by Chanin Engineering, LLC.

D.6 ATTORNEYS' FEE. Should any action, proceeding, arbitration or mediation be necessary to construe or enforce the provisions of this Agreement, or the rights of parties hereunder, the party prevailing in such action shall be entitled to recover all court costs and reasonable attorneys' fees to be fixed by the court and taxed as part of the judgment.

If the terms and conditions contained herein are acceptable to you, please sign and return both copies of this proposal. Chanin Engineering, LLC will review any changes, and once acceptable to both parties Chanin Engineering, LLC will sign and return one copy to you. The opportunity to provide this professional service is greatly appreciated. Please do not hesitate to call if you have any questions or comments regarding this proposal - agreement.

Sincerely,
Chanin Engineering, LLC by



Hector Ramirez, PE
Principal

Chanin Engineering, LLC Approval:

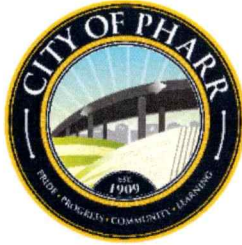

Signature 1/9/24
Date

Hector Ramirez, P.E.
Print Name

Client Approval:

Signature Date

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: January 12, 2024

MEETING DATE: January 15, 2024

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing city manager to negotiate and enter into a contract for Microbial Assessment services for Tierra del Sol Clubhouse with Terracon Consultants, Inc. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The Engineering department has recommended that a specialized environmental engineering firm performs an assessment of the existing building before renovations.

Fiscal Consideration: \$13,900.00

Staff Recommendation: Staff recommends approval.

Alternatives: Not perform assesment and proceed with renovations.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Alfaro
Ruben Alfaro
Ricardo Rodriguez
Karla Saavedra
City Management Office

Created/Initiated - 1/12/2024
Approved - 1/12/2024
Approved - 1/12/2024
Approved - 1/12/2024
Final Approval - 1/12/2024

January 3, 2024

City of Pharr
118 South Cage Boulevard, 1st Floor
Pharr, Texas 78577

Attn: Mr. Ruben Alfaro, City Engineer
T: 956.402.4221
E: ruben.alfaro@pharr-tx.gov

Re: Fungal Remediation Protocol, Post-Remediation Verification, and Limited Asbestos
Survey Proposal
Tierra Del Sol Clubhouse
700 East Hall Acres Road
Pharr, Texas 78577
Terracon Proposal P88237372

Dear Mr. Alfaro:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to City of Pharr (Client) to perform an initial microbial assessment, prepare a Fungal Remediation Protocol (FRP), a Post Remediation Verification (PRV) evaluation, and a limited asbestos survey at the above referenced facility.

A. PROJECT INFORMATION

Terracon will provide Texas Department of Licensing and Regulation (TDLR)-licensed Mold Assessment Consultants experienced in microbial evaluations and remediation to perform the proposed consulting services as requested by Client.

In Texas, microbial assessments and remediation are conducted under regulations in the Texas Administrative Code (TAC) Title 16, Part 78, *Mold Assessors and Remediators Administrative Rules*, (TAC 16, MARAR §78.1-78.150). The MARAR is under the authority of the TDLR.

Terracon understands from Client that the two-story Tierra Del Sol Clubhouse has been subject to moisture intrusion from the roof/building envelope, and may also include moisture/condensation from plumbing, heating, ventilating, air conditioning (HVAC) equipment, resulting in water damage and suspect fungal growth on building materials. Terracon performed a preliminary site observation on December 21, 2023, and observed the Client reported conditions. Terracon proposes to perform an initial microbial assessment within the Tierra Del Sol Clubhouse, prepare an FRP, and conduct a PRV evaluation following remediation activities in accordance with State regulations in the MARAR and consensus guidelines and standards from the American Conference of Governmental Industrial Hygienist

(ACGIH®, *Bioaerosols; Assessment and Control*, 1999) and American Society of Testing and Materials (ASTM®, *Standard Guide for Assessment of Fungal Growth in Buildings*, Method D7338-10).

B. SCOPE OF SERVICES

Terracon will conduct an initial microbial assessment in the Tierra Del Sol Clubhouse. Terracon will prepare a Fungal Remediation Protocol in accordance with the MARAR for remediation of fungal growth based on the results of the initial assessment. After the fungal remediation project has been completed, Terracon will conduct a PRV evaluation in accordance with the MARAR. The PRV evaluation will consist of a visual and analytical evaluation of the remediation project to determine if the TDLR-licensed Mold Remediation Contractor (MRC) has completed the project and achieved the final clearance criteria in accordance with the FRP and MARAR regulations.

Terracon will conduct a limited asbestos survey of the referenced building. We understand the purpose of this survey is to identify and quantify asbestos-containing materials (ACM) to facilitate the planned renovation of the interior and exterior building materials. The scope of services is intended to meet state and federal requirements for asbestos inspection projects conducted prior to the renovation of a public building. Terracon understands that you will arrange site access if this proposal is accepted.

Task 1: IEQ Evaluation

Methods

The visual evaluation will be conducted in accordance with regulations from the TDLR, and ACGIH and ASTM consensus guidelines and standards. Building material surfaces that exhibit suspect fungal growth may be sampled by transparent tape lift and analyzed by optical microscopy. Up to 10 surface samples may be collected. Sporulating fungi will be microscopically identified to genus or group based on morphology of reproductive structures. The samples will be submitted for analysis under chain-of-custody (COC) protocol to a TDLR-licensed Mold Analysis Laboratory. Terracon will assess and quantify the fungal growth to develop the Fungal Remediation Protocol. The criteria for acceptable remediation completion will be defined in the Fungal Remediation Protocol. Following remediation, Terracon will conduct a visual evaluation to assess the contained work areas in accordance with the MARAR and the Fungal Remediation Protocol.

Fungal bioaerosol samples will be collected during the PRV evaluation with a Buck BioAire™ Bioaerosol Sampling Pump calibrated at a flow rate of 15 liters per minute. Air samples will be collected with 37-millimeter Allergenco-D™ cassettes. Fungal spores will be identified based on morphology and quantified as particles per cubic meter of air (particles/m³). Samples will be collected in the contained work areas and from the outdoor environment to provide comparative results. Up to 48 bioaerosol samples (12 per clearance event per floor) may be collected during the PRV evaluation, with up to two clearance sampling events. The samples will be submitted under COC protocol to a TDLR-licensed Mold Analysis Laboratory for expedited analysis.

Temperature, relative humidity, and moisture content will be measured with an Extech Instruments digital psychrometer, Model M0290 indoor air quality monitor. Additionally, destructive investigation may be required at select locations to allow visual evaluation of interstitial wall spaces. Terracon does not make final repairs following destructive investigation.

Task 2: Limited Asbestos Survey

Terracon will mobilize a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector to conduct an asbestos inspection as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the TDSHS Texas Asbestos Health Protection Rules. Terracon will conduct a visual assessment of the building to identify materials suspected of containing asbestos (suspect ACM) such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis.

Bulk sample collection will be conducted in general accordance with the protocols outlined in USEPA 40 CFR 763.86. Some isolated damage to building materials will occur during sampling; however, Terracon will attempt to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. The client must therefore agree to defend and hold Terracon harmless from subsequent liability and damages that may result.

We have had the opportunity to visit the facility prior to preparation of this proposal and based on the information provided and our experience with similar projects we estimate up to 61 samples will be collected for analysis as part of the asbestos inspection at the above referenced site. The homogeneous materials which will be sampled in this investigation may include but will not be limited to: drywall construction materials, resilient floor tile materials, carpet mastics, suspended acoustical ceiling tile, ceramic tile grout/thinset, HVAC duct mastic, cove base mastic, pipe insulation materials, sheet flooring materials, exterior wall materials and roofing materials.

Additionally, Terracon understands that the sampling of the roofing materials of the building will be included as part of the current scope of work. The client must therefore agree to defend and hold Terracon harmless from subsequent liability and damages that may result. Terracon will install a temporary roof repair (Roof mastic patch, etc.), however it is strongly recommended that a roofing contractor be obtained to permanently repair areas damaged by Client-requested roof sampling if the facility is to continue to be occupied. If possible, Terracon will conduct sampling with the Client selected roofing contractor present during sampling as a cooperative endeavor.

The scope of the inspection will be confined to the accessible areas within the building. Sampling cannot be conducted in rooms or areas that are not made available for inspection, and will not be conducted if the materials are inaccessible due to physical barriers, confined spaces or if they cannot be safely reached with available ladders/man-lifts, etc.

An accredited laboratory will analyze bulk material samples by visual estimation using polarized light microscopy (PLM). When PLM sample results are greater than zero but less than 10% asbestos, USEPA regulations recommend that the sample be re-analyzed using the more quantitative point counting technique, or that the material be considered ACM and subject to NESHAP regulations. If PLM analysis reveals the presence of asbestos, Terracon will contact the client to discuss the merits of point count analysis. Client approval will be obtained before authorizing re-analysis if additional costs will be incurred.

Schedule

The above scope of services may begin within three working days following receipt of the executed Agreement for Services.

Conditions

Items to be provided by the Client include:

- The legal right-of-entry to conduct the assessment.
- A building management representative during inspections of occupied areas.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Currently, we anticipate performing fieldwork in modified OSHA Level D personal protective equipment (PPE). If additional PPE is required by this facility, please let us know.

Report

Terracon will prepare a site-specific Fungal Remediation Protocol for the referenced location. Additionally, upon completion of the fungal remediation project, Terracon will prepare a final written report describing the PRV sampling methods and the results of the PRV evaluation.

Terracon will compare sampling results and site measurements to consensus standards and guidelines and provide recommendations for additional assessment or remedial actions considered warranted by sampling results and site observations. The report will not contain information, data, or professional opinions that pertain to the relative degree of risk associated with individual personal exposure to fungi.

The TDLR-licensed MRC will prepare a Certificate of Mold Damage Remediation, cosigned by Terracon's TDLR-licensed MAC, that will be issued to the building owner representative upon completion of the fungal remediation project. Unless otherwise instructed, an electronic copy of the final report will be submitted to the email address indicated herein. The final report will be submitted to the Client within 10 working days after receipt of the analytical results.

Terracon will prepare a written asbestos report describing the sampling methodology and the results of the limited inspection. The report will describe the number, type and location of building material samples collected, the analytical results, the estimated quantity and the condition of materials identified as ACM. Field drawings depicting the sample locations and extent of any ACM identified will be included in the report. Estimates of ACM removal costs will not be provided unless specifically requested in advance by the client. Unless otherwise instructed, an electronic PDF copy of the final report will be submitted to the client.

Reliance

The report will be prepared for the exclusive use and reliance of Client. Reliance by any other party is prohibited without the written authorization of Client and Terracon.

If Client is aware of additional parties that will require reliance on the final report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon will grant reliance on the final report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). If, in the future, Client and Terracon consent to reliance on the final report by a third party, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of \$400.00 per relying party.

Reliance on the final report by Client and all authorized parties will be subject to the terms; conditions, and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), the Reliance Agreement, and the report.

C. COMPENSATION

The services described above will be performed for a lump sum fee not to exceed \$13,900.00. This lump sum fee estimate includes multiple remediation visual inspection and clearance mobilizations, TDLR-licensed Mold Assessment Consultant labor, TDSHS licensed Asbestos Inspector labor, senior review, laboratory fees, shipping fees and report preparation.

D. AUTHORIZATION

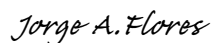
If this Proposal is acceptable, please provide Terracon authorization by returning a copy of the Agreement for Services along with this proposal to Tomas Cruz at Tomas.Cruz@terracon.com. The terms, conditions, and limitations stated in the agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be conducted for this project. This proposal is valid only if authorized within 30 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments regarding this proposal, please give us a call.

Sincerely,
Terracon



Tomas Cruz
Project Manager



for: Robert Garrison
Principal
Department Manager, Industrial Hygiene



Eloy Palacios
Individual Asbestos Consultant
TDSHS License No.: 105727

Attachments: Agreement for Services
Consumer Mold Information Sheet

Anyone who believes a company or individual has violated the rules in the MARAR can file a complaint with TDLR. For information on this process, call 1-800-803-9202, or complete the online complaint form at <https://www.tdlr.texas.gov/complaints/>

AGREEMENT FOR SERVICES

This AGREEMENT is between City of Pharr TX ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Tierra Del Sol Clubhouse project ("Project"), as described in Consultant's Proposal dated 01/03/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

- limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.

Client: City of Pharr TX

By: Eloy Palacios Date: 1/3/2024

By: _____ Date: _____

Name/Title: Eloy Palacios / Environmental Department ManagerName/Title: Ruben Alfaro / City EngineerAddress: 1506 Mid Cities Dr
Pharr, TX 78577-2128Address: 118 South Cage Boulevard 1st Floor
Pharr, TX 78577Phone: (956) 283-8254 Fax: (956) 283-8279Phone: (956) 402-4221 Fax: _____Email: Eloy.Palacios@terracon.comEmail: ruben.alfaro@pharr-tx.gov



CONSUMER MOLD INFORMATION SHEET



State rules require licensed mold assessors and remediators to give a copy of this Consumer Mold Information Sheet to each client and to the property owner, if not the same person, before starting any mold-related activity [16 TAC 78.70].

How does Texas regulate businesses that do testing for mold or that do mold cleanup?

The Department of Licensing and Regulation (TDLR) regulates such businesses in accordance with the [Texas Occupations Code, Chapter 1958](#). Under the **Texas Mold Assessment and Remediation Rules (rules)** ([16 Tex. Admin. Code, Chapter 78](#)), all companies and individuals who perform mold-related activities in Texas must be licensed by TDLR unless exempt. (See Page 2 regarding owner exemptions.) Individuals must meet certain qualifications, have required training, and pass a state exam and criminal history background check in order to be issued a license. Applicants for a mold remediation worker registration must have training and pass a criminal history background in order to be registered by TDLR. Laboratories that analyze mold samples must also be licensed and meet certain qualifications. The rules set minimum work practices and procedures and also require licensees to follow a code of ethics. To prevent conflicts of interest, the rules also prohibit a licensee from conducting both mold assessment and mold remediation on the same project. While the rules regulate the activities of mold licensees when they are doing mold-related activities, the rules do not require any property owner or occupant to clean up mold or to have it cleaned up.

How can I know if someone is licensed?

A licensed individual is required to carry a current TDLR license certificate with the license number on it. A search tool and listings of currently licensed companies and individuals can be found at: <https://www.tdlr.texas.gov/LicenseSearch/>.

What is “mold assessment?”

Mold assessment is an inspection of a building by a **mold assessment consultant** or **technician** to evaluate whether mold growth is present and to what extent. Samples may be taken to determine the amount and types of mold that are present; however, sampling is not necessary in many cases. When

mold cleanup is necessary a licensed mold assessment consultant can provide you with a **mold remediation protocol**. A protocol must specify the estimated quantities and locations of materials to be remediated, methods to be used and clearance criteria that must be met.

What is meant by “clearance criteria?”

Clearance criteria refer to the level of “cleanliness” that must be achieved by the persons conducting the mold cleanup. It is important to understand and agree with the mold assessment consultant prior to starting the project as to what an acceptable clearance level will be, including what will be acceptable results for any air sampling or surface sampling for mold. There are no national or state standards for a “safe” level of mold. Mold spores are a natural part of the environment and are always present at some level in the air and on surfaces all around us.

What is “mold remediation?”

Mold remediation is the cleanup and removal of mold growth from surfaces and/or contents in a building. It also refers to actions taken to prevent mold from growing back. Licensed **mold remediation contractors** must follow a mold remediation protocol as described above and their own **mold remediation work plan** that provides specific instructions and/or standard operating procedures for how the project will be done.

Before a remediation project can be deemed successful, a mold assessment consultant must conduct a **post-remediation assessment**. This is an inspection to ensure that the work area is free from all visible mold and wood rot, the project was completed in compliance with the remediation protocol and remediation work plan, and that it meets all clearance criteria that were specified in the protocol. The assessment consultant must give you a **passed clearance report** documenting the results of this inspection. If the project fails clearance,

further remediation as prescribed by a consultant will be necessary.

What is a Certificate of Mold Damage Remediation?

No later than the 10th day after a mold remediation project stop date, the remediation contractor must sign and give you a **Certificate of Mold Damage Remediation**. The licensed mold assessment consultant who conducted the post-remediation assessment must also sign the certificate. The consultant must truthfully state on the certificate that the mold contamination identified for the project has been remediated and whether the underlying cause of the mold has been corrected. (That work may involve other types of professional services that are not regulated by the mold rules, such as plumbing or carpentry.) Receiving a certificate documenting that the underlying cause of the mold was remediated is an advantage for a homeowner. It prevents an insurer from making an underwriting decision on the residential property based on previous mold damage or previous claims for mold damage. If you sell your property, the law requires that you provide the buyer a copy of all certificates you have received for that property within the preceding five years.

How is a property owner protected if a mold assessor or remediator does a poor job or damages the property?

The rules require licensees to have commercial general liability insurance in the amount of at least \$1 million, or to be self-insured, to cover any damage to your property. Before hiring anyone, you should ask for proof of such insurance coverage. You may wish to inquire if the company carries additional insurance, such as professional liability/errors and omissions (for consultants) or pollution insurance (for contractors), that would provide additional recourse to you should the company fail to perform properly.

How is my confidentiality protected if I share personal information about myself with a company?

Under the code of ethics in the rules, to the extent required by law, licensees must keep confidential any personal information about a client (including medical conditions) obtained during the course of a mold-related activity. Further, you may be able to negotiate a contract to include language that other personal information be kept confidential unless disclosure “is required by law.” However, licensees are required to identify dates and addresses of projects and other details that can become public information.

How do I file a complaint about a company?

Anyone who believes a company or individual has violated the rules can file a complaint with TDLR. For information on this process, call 1-800-803-9202, or complete the online complaint form at <https://www.tdlr.texas.gov/complaints/>.

Can property owners do mold assessment or remediation on their own property without being licensed?

Yes. A homeowner can take samples for mold or clean it up in the home without a license. An owner, or a managing agent or employee of an owner of a residential property is not required to be licensed, **unless** the property has 10 or more residential dwelling units. For non-residential properties, an owner or tenant, or a managing agent or employee of an owner or tenant, is not required to be licensed to do mold assessment or remediation on property owned or leased by the owner or tenant, **unless** the mold contamination affects a total surface area of 25 contiguous square feet or more. Please refer to 16 TAC §78.30 for further details on exceptions and exemptions to licensing requirements.

For more information about mold and the Texas Mold Assessment and Remediation Rules, contact:

Texas Department of Licensing and Regulation

Mold Assessors and Remediators

PO Box 12057, Austin, TX 78711

Phone: 512-463-6599 or 800-803-9202

www.tdlr.texas.gov
