

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, AUGUST 5, 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. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

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

A) Public hearing on development services cases

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

A) City Engineer's Report

B) Recognition of Pharr Police Department - Top SWAT Operator.

C) City Events of Interest

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

A) Approval of Minutes for July 15, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to advertise for sealed bids for the Installation of thermoplastic markings for the Public Works Department. **This item supports IF - Infrastructure.** (PURCHASING)

C) Consideration and action, if any, authorizing City Manager to amend Service Contract for the Direct Internet Access with Smartcom Telephone, LLC through The Interlocal Purchasing System (TIPS) Contract No. 230105. **This item supports SE - Service Excellence.** (PURCHASING)

D) Consideration and action, if any, on Memorandum of Understanding (MOU) with South Texas Independent School District for the use of the City of Pharr Sports Complex parking lot. **This item supports QL - Quality of Life.** (PARKS)

E) 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 in a General Business District (C). The property is legally described as being Lot 2, Newt's Corner, an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 10701 South Cage Boulevard. CUP#240614 **This item supports EV - Economic Vitality.**

2. Khanh Nguyen, d/b/a Snow Bite, 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 0.078-acre tract of land, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite L-2. CUP#190536 **This item supports EV - Economic Vitality.**

3. Velch Ventures LLC., d/b/a Altamar Seafood Bar, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). The property is legally described as being 0.092 acres, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 8001 South Jackson Road, Suites 1 & 2. CUP#210427 **This item supports EV - Economic Vitality.**

F) PLATS:

1. Westwood Professional Services, Inc., representing K.V. Chowdary, Manager of KVS Development, L.L.C., is requesting final plat approval of the proposed Majestic International Trade Port Phase 2 Subdivision. The property is legally described as being a 79.022 acre tract out of Lots 47 and 48, Block 15, Lots 49 and 50, Block 16, Lots 51 and 52, Block 17, Lots 53 through 55, Block 18 and a portion of a 40 foot road, shown on the Re-subdivision of Lots 1 and 5 to 32, inclusive of the San Juan Plantation Subdivision and out of Lots 3 and 4, as shown on the Re-subdivision of Closner Subdivision. The property is located within the 9000 Block of South Veterans Boulevard. SUB#231025 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance approving a Municipal Maintenance Agreement between the Texas Department of Transportation and the City of Pharr. **(Adoption on One Reading) This item supports QL - Quality of Life.** (ADMINISTRATION)

B) Consideration and action, if any, on Resolution adopting the City of Pharr's One-Year Action Plan for Program Year 2024 and its 2024-2028 Consolidated Plan and Strategy to the U.S. Department of Housing and Urban Development (HUD). **This item supports QL-Quality of Life.** (GMCD)

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

7. ADMINISTRATIVE:

A) Discussion and action, if any, on Capital Improvement Projects. **This item supports IF - Infrastructure.** (ENGINEERING)

8. PURCHASING:

A) Consideration and action, if any, on the purchase of five-hundred fifty (550) laptops from Best Buy Stores, L.P. for an amount not to exceed \$174,900.00 utilizing OMNIA contract R201203. **This item supports QL - Quality of Life.** (IT)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to award contract for External Auditing Services for City of Pharr and component units. **This item supports SE - Service Excellence.** (FINANCE)

B) Consideration and action, if any, authorizing City Manager to enter into a Service Contract for Network Cabling Services at city facilities with Telepro Communications from Mission, Texas through The Interlocal Purchasing System (TIPS) Contract No. 230105 **This item supports SE - Service Excellence.** (PURCHASING)

C) Consideration and action, if any, authorizing City Manager to enter into a Service Contract for the Entertainment Services for Avocado Festival with AAE Holdings Inc dba All American Entertainment from Durham, NC. **This item supports SE - Service Excellence.** (PURCHASING)

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

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

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext 1007 or FAX 956-475-3442 or Email cityclerksoffice@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 2nd day of August 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 2nd day of August 2024



IMELDA PEREZ, TRMC
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,

Name: _____

Title: _____



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 3.A.

DATE SUBMITTED:

MEETING DATE: August 5, 2024

FROM: Imelda Perez, 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:

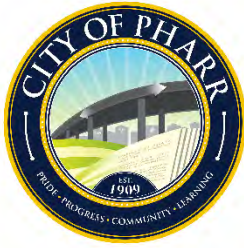
Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: August 1, 2024

MEETING DATE: August 5, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel
Ruben Alfaro
City Management Office

Created/Initiated - 8/1/2024
Approved - 8/2/2024
Final Approval - 8/2/2024



Report on Capital Improvement Project Activity Construction – August 2024

Interim City Engineer - Maria Rangel, P.E.
Monday, August -8, 2024



Pharr
Engineering



City Engineers Report

Engineer: **TEDSI Infrastructure Group, Inc.**

Contractor: **International Consulting Engineers**

CM: **Brownstone Consultants, LLC**

Notice to Proceed: **Sept. 8, 2020**

Contract Time: **1084**

Time to Date: **1323 days** (Sub. Compl. 04/23/24)

Original Contract Amount: **\$7,463,944.38**

Change Orders: **\$701,210.26**

Current Contract: **\$8,165,144.64**

Placed to Date: **\$8,165,144.64 (100%)**

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

Status: The project is complete. Re-submitted close-out documents are being reviewed by the construction manager.

Next Step: Finalize closeout documents and accept the project at City Commission meeting on 08/19/2024. Transfer the project to GSA/CBP.



10-23-2023



09-13-2023

*Bridge Northbound Lane Expansion and
2nd BSIF Exit*

CONSTRUCTION



Pharr
Engineering



Engineer: City of Pharr/Ramiro Gutierrez
Contractor: ASAGO, LLC
CM: City of Pharr
Notice to Proceed: December 15, 2022 (New)
Contract Time: 316 + 158 (ETC November 22, 2024) = 474 days
Time to Date: 398 days (84%)
Contract Amount: \$2,325,300.55
Change Orders: \$135,684.40 (CO#1 – CO#3)
Current Contract: \$2,460,984.95
Placed to Date: \$1,669,106.15 (68%)

Description: This project will provide additional pedestrian connectivity to schools in the Tri-City area.

Status: Contractor completed all sidewalk in Pharr on Friday, August 02, 2024.

Next Step: Contractor will begin construction in San Juan on Monday, August 05, 2024.



PSJA Tri-City Pedestrian Safety Improvements Phase I



Pharr
Engineering



CONSTRUCTION

Engineer: Halff Associates Inc.
Contractor: IOC Company, LLC
CM: Brownstone Consultants, LLC
Notice to Proceed: August 05, 2024
Contract Time: 480 calendar days
Time to Date: 1 calendar day
Contract Amount: \$47,601,706.75
Change Orders: \$0
Current Contract: \$47,601,706.75
Placed to Date: \$0 (0%)

Description: Construction of a Twin Span Bridge which will provide 4 additional lanes for traffic.

Status: Pre-construction meeting was held on July 22, 2024. Safety meeting was held on July 31, 2024. Contract time started on Monday, August 05, 2024.

Next Step: Contractor will begin construction at the river end of the project.

Pharr-Reynosa International Bridge Expansion



CONSTRUCTION



DEPARTMENT MISSION STATEMENT

"To enhance health, safety and welfare in the City of Pharr by providing economical, responsive and effective professional engineering and GIS services for the planning, construction, and preservation of public infrastructure and improvement of quality of life.



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.B.

DATE SUBMITTED:

MEETING DATE: August 5, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Gonzalez

Agenda Item: Recognition of Pharr Police Department - Top SWAT Operator.

Classification: Regular

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

Issue: Recognition of Pharr Police Department - Top SWAT Operator.

Fiscal Consideration: N/A

Staff Recommendation: Recognition of Top SWAT Operator

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.C.

DATE SUBMITTED:

MEETING DATE: August 5, 2024

FROM: Imelda Perez, 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:

Imelda Perez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: July 29, 2024

MEETING DATE: August 5, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for July 15, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: Approval of Minutes for July 15, 2024 - Regular Called Meeting.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of minutes as presented.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 7/29/2024
Final Approval - 7/29/2024

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JULY 15, 2024
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, July 15, 2024 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Ruben Alfaro, City Engineer
Jamison Merrick, Interim Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Albert Gonzalez, Assistant Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Oscar De Leon, Asst. Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Rogelio Martinez, Asst. I.T. Director
Luis Bazan, Bridge Director
Danny Ramirez, EMS Chief
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Comm. Dir.

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

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

MINUTES: REGULAR CALLED MEETING
July 15, 2024

Mayor Hernandez called the meeting to order at 4:03 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 4. CITY MANAGER'S REPORTS

A) RECOGNITION OF PHARR INTERNSHIP PROGRAM GRADUATES.

Jonathan Flores, City Manager, introduced the item.

Hilda Pedraza, Assistant City Manager and Veronica Ramirez, Human Resources Director, introduced the intern graduates that participated in the internship program. Ms. Pedraza stated Raul Cantu participated in both Finance and Court Departments, Brianna Baez participated in both Administration and Court Departments, Aliza Garcia participated in Police Department and Valery Hernandez participated in Engineering Department.

Mayor Hernandez interacted with all interns and gathered feedback on their experiences. He further thanked them all for their participation and feedback.

B) RECOGNITION OF YURI GONZALEZ FOR COMPLETION OF THE APPLIED BUSINESS SCIENCE COURSE WITH A CONCENTRATION IN DIGITAL MARKETING FROM TEXAS TECH UNIVERSITY.

Jonathan Flores, City Manager, recognized Yuri Gonzalez, Chief Communications Officer, for completing a 10-week program in Applied Business Science Course at Texas Tech University.

Yuri Gonzalez, Chief Communications Officer, thanked the Commission and City Management for allowing her to take the course and stated the Office of Communications Department was rapidly evolving.

C) CITY EVENTS OF INTEREST

MINUTES: REGULAR CALLED MEETING

July 15, 2024

Jonathan Flores, City Manager, called upon Yuri Gonzalez, Chief Communications Officer, for a report on upcoming city events.

Yuri Gonzalez, Chief Communications Officer, presented video recaps of the 4th of July Independence Festival, RGV and DHR Nursing Apprenticeship Program and Parks & Recreation Flick & Float events.

Yuri Gonzalez, Chief Communications Officer, also reported on the upcoming Fresh on the Border Press Conference on Tuesday, July 16, 2024 at Keep It Fresh Cold Storage located at 1101 W. Capote Central Ave. at 10:00 a.m. She stated the Fresh on the Border week was the umbrella of many events for the region and stated Avocado Festival was one of them. She further encouraged the community to tune into the social media live streaming for additional details.

Yuri Gonzalez, Chief Communications Officer, also reported Dungeons & Dragons event hosted by Pharr Memorial Library on Saturday, July 20, 2024 from 2:00 p.m. to 4:00 p.m. at the Pharr Memorial Library, 2nd Floor – North Star Room. She stated this was a free event and encouraged anyone interested in participating to attend.

Yuri Gonzalez, Chief Communications Officer, further reported Movies at the Park hosted by Pharr Parks & Recreation Department would take place on Saturday, July 20, 2024. She stated they would be showcasing the movie Ghost Busters Frozen Empire and the movie would begin at sunset. She further extended the invitation to all families to attend.

Yuri Gonzalez, Chief Communications Officer, also reported the Pharr Parks & Recreation Summer Theater was presenting The Seussical Jr. Play. She stated show dates for this event were on July 25th through July 27th at 7:00 p.m. to be held at the Pharr San Juan Alamo (PSJA) Southwest High School Auditorium. She further mentioned there was a lot of talent in our schools and invited the community to attend.

Yuri Gonzalez, Chief Communications Officer, also reported the Trash Bash event would take place on Saturday, July 27, 2024 from 8:00 a.m. to 12:00 p.m. at Jones Box Park located at 805 W. Rosa Lane. She reported Pharr Parks & Recreation Department would be hosting Caffeine & Gasoline Car Show on Saturday, July 27, 2024 at 7:30 a.m. to 11:30 a.m. at The Hub Food Truck Park located at 200. S. Cage Blvd. and extended the invitation to the public to attend.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported on Pharr Night Out on Tuesday, August 6, 2024 from 6:00 p.m. to 10:00 p.m. at Pharr Town Center – Main Event parking grounds located at 500 N. Jackson Rd. She stated there would be fun activities, city departments participation and school supply giveaways. She further extended the invitation to the public to attend.

ITEM 5. CONSENT AGENDA

MINUTES: REGULAR CALLED MEETING

July 15, 2024

- A) APPROVAL OF MINUTES FOR JULY 1, 2024 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS ON A TERM CONTRACT FOR THE PURCHASE AND DELIVERY OF FUEL. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)**
- C) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
- 1. IMPERIUM EVENT CENTER, LLC., OWNER, REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, OF LA QUINTA SUBDIVISION RE-PLAT OF LOTS 52-55, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 5952 SOUTH CAGE BOULEVARD. CUP#240611 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 2. DOUBLE D'S NIGHTLIFE HOLDINGS LLC., DBA EL TOXICO DRIVE THRU, REQUESTED 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 ALL OF LOT 184, VALLE DE LA PRIMAVERA SUBDIVISION AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 6911 SOUTH JACKSON ROAD. CUP#240612 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 3. 7-ELEVEN INC. DBA 7-ELEVEN CONVENIENCE STORE'S AND STRIPES STORES, REQUESTED 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 ALL OF LOT "A", CORDOVA ESTATES, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1510 WEST MILITARY HIGHWAY. CUP#240613 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 4. MARIO ALBERTO TORRES, D/B/A ON THE GRILL RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS 0.075 OF AN ACRE, MORE OR LESS, OUT OF LOT 1, JACKSON RIDGE COURT SUBDIVISION PHASE II, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1201 SOUTH JACKSON ROAD, SUITE 7. CUP#170740 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 5. MACUMBA PARADISE, LLC., D/B/A LA CABAÑA SINALOENSE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 97, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1209 EAST NOLANA LOOP. CUP#160736 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

MINUTES: REGULAR CALLED MEETING
July 15, 2024

6. ROMMEL ORGANISTA, D/B/A KURAI CHINESE & SUSHI RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1, JACKSON RIDGE COURT PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1201 SOUTH JACKSON ROAD, SUITE 1. CUP#120424 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

D) PLATS:

1. URBAN INFRASTRUCTURE GROUP, REPRESENTING DANNY C. SMITH, OWNER, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED MATT'S CASH AND CARRY SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 7.882 ACRE TRACT OF LAND OUT OF LOT 163, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 400 BLOCK OF EAST INTERSTATE 2 NORTH. SUB#210831 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
2. BARRERA INFRASTRUCTURE GROUP, INC., REPRESENTING CLEMENTE PONCE, MEMBER OF NEXTGEN INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED NEXTGEN SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 2.235 ACRES GROSS, SITUATED IN HIDALGO COUNTY AND ALSO BEING A PART OR PORTION OF LOT 237, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 2700 BLOCK OF SOUTH CAGE BOULEVARD. SUB#180929 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

Jonathan Flores, City Manager, introduced the consent agenda and recommended approval.

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

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

ITEM 9. CLOSED SESSION

The time being 4:30 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 5:01 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE "I" ROAD HIKE & BIKE PHASE I PROJECT, CSJ: 0921-02-532. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-41 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING TWO (2) REGULAR MEMBERS TO THE BOARD OF ADJUSTMENT. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (DEVELOPMENT SERVICES)**

Jonathan Flores, City Manager, introduced the item and stated Rogelio Torres and Ramiro Gutierrez wished to be reappointed.

Comm. Medina **moved** to reappoint Rogelio Torres and Ramiro Gutierrez to the Board of Adjustment. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-42 is filed with the City Clerk's Office.

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING TWO (2) MEMBERS TO THE BRIDGE BOARD. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (BRIDGE)**

Jonathan Flores, City Manager, introduced the item and stated Tony Martinez and Edgar Delgadillo wished to be reappointed.

Comm. Medina **moved** to reappoint Tony Martinez and Edgar Delgadillo to the Bridge Board. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-43 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

MINUTES: REGULAR CALLED MEETING

July 15, 2024

A) CONSIDERATION AND ACTION, IF ANY, ON TAX RESOLUTION LETTER. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item and recommended approval as discussed in closed session.

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

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO FEE NEGOTIATIONS AND SCOPE OF SERVICES WITH SAM-CS FROM AUSTIN, TEXAS TO CONDUCT INSPECTION, TESTING AND CONSTRUCTION MANAGEMENT SERVICES (CEI) FOR THE I-RD PROJECT. (TABLED) THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)

Jonathan Flores, City Manager, introduced the item.

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

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT FOR THE "I" ROAD PROJECT TO IOC COMPANY, LLC. FROM MISSION, TX IN THE AMOUNT OF \$20,969,361.63. (TABLED) THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)

Jonathan Flores, City Manager, introduced the item.

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

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

C) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 6 WITH INTERNATIONAL CONSULTING ENGINEERS (ICE) FOR AN ADDITIONAL 152 WORKING DAYS FOR THE FY15 DAP NORTHBOUND LANES & 2ND BSIF EXIT PROJECT. (CSJ 0921-02-385 & CJS 0921-02-383). (ENGINEERING)

MINUTES: REGULAR CALLED MEETING
July 15, 2024

Jonathan Flores, City Manager, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting.

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION AND CITY OF PHARR EMERGENCY MEDICAL SERVICES TO COLLECT AND REPORT ON STANDARDIZED NATIONAL CLINICAL CARDIOVASCULAR DATA. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (EMERGENCY MEDICAL SERVICES)

Jonathan Flores, City Manager, introduced the item.

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

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:03 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR**

ON THIS THE 15th DAY OF JULY 2024 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA PEREZ, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

MINUTES: REGULAR CALLED MEETING
July 15, 2024

IMELDA PEREZ, CITY CLERK

APPROVED:

DRAFT



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: July 25, 2024

MEETING DATE: August 5, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for sealed bids for the Installation of thermoplastic markings for the Public Works Department. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The Public Works Department maintains a service and delivery contract for the installation of thermoplastic pavement markings for application on City roadways. The pavement markings are utilized to delineate traffic lanes, cross walks, parking spaces, school zones, speed cushions, stop bars, arrows, only and various other symbols that are in compliance with the Texas Manual on Uniform Traffic Control Devices. The current contract will expire on October 1, 2024, and all options for extension have been exhausted. Project No. 2324-01-517-C10-153

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to advertise sealed bids for the Installation of Thermoplastic Markings

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 7/25/2024

Mayra Gomez

Approved - 7/25/2024

Luis Marin

Approved - 7/25/2024

Hilda Pedraza

Approved - 7/25/2024

Ricardo Rodriguez

Approved - 7/26/2024

Jamison Merrick

Approved - 8/1/2024

City Management Office

Final Approval - 8/1/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.

DATE SUBMITTED: July 31, 2024

MEETING DATE: August 5, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to amend Service Contract for the Direct Internet Access with Smartcom Telephone, LLC through The Interlocal Purchasing System (TIPS) Contract No. 230105. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: The City of Pharr is currently on a service contract with Smartcom Telephone for direct internet access and would like to amend the contract by adding the Pharr International Bridge location. International Bridge - 40 Gbps Dedicated Internet Access (Fiber) Month - Month \$6,000/mo - Project No. 2021-01-510-S01-001-B

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Jose Pena

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 7/31/2024

Approved - 7/31/2024

Approved - 7/31/2024

Approved - 7/31/2024

Approved - 8/2/2024

Approved - 8/2/2024

Final Approval - 8/2/2024

Dedicated Internet Service Order Form

Date: 07/23/2024

Buyer Information: City of Pharr

Name: City of Pharr - Master Account

Address: 118 S. Cage Blvd., Pharr, TX 78577

Contact: Jose Pena

Phone number: 956-402-4900

E-mail: jose.pena@pharr-tx.gov

SmartCom Sales Rep: Michael Lea Hilton

Tel: 956-213-1281

e-mail: mlhilton@sctel.co

Service Order Information

Contracted Services	Term	Demarc Information / Service Location (s)	Monthly Recurring Cost*
40 Gbps Dedicated Internet Access (Fiber)	month to month	International Bridge, 9900 S. Cage Blvd., Pharr, TX	\$ 6,000.00
		added to existing fiber demarc	
		SmartCom is a member of the TIPS purchasing contract # 230105	

**Plus, applicable regulatory fees, Taxes and /or surcharges*

Non-Recurring Charge / Install fee: \$ 2,000.00

Aid to Construction fee: \$0.00

Service Location Contact Information

Service Location Contact Name: Jose Pena

Service Location Contact Email: jose.pena@pharr-tx.gov

Service Location Contact Phone: 956-402-4900

Billing Information

Billing Address: 118 S. Cage Blvd., Pharr, TX 78577-4855

Billing Department Phone: 956-402-4900

Billing Contact Name: Jose Pena

Billing Contact Email: jose.pena@pharr-tx.gov

Billing Contact Phone: 956-402-4900

Billing Alternate Phone: 956-402-4902

The information contained herein is confidential and proprietary and should not be disclosed, copied, duplicated or distributed in any manner without the explicit written consent of SmartCom Telephone, LLC

Customer's Initials:

Buyer agrees that this Service is subject to and governed by the terms and conditions in its Agreement with Seller. Buyer understands that this Service Order is an offer to purchase Service from Seller and is not binding on Seller until it is accepted by way of a Firm Order Confirmation from Seller. Buyer hereby warrants and represents that more than ten percent (10%) of the transmissions on each circuit-based Service provided hereunder shall be interstate transmissions or foreign transmissions as those terms are defined in 47 USC Sections 153(17) and 153(22) and that Buyer's uses for the Services will include use of the internet. Further, Buyer understands that if the Point of Demarcation for the Service Location of this Service Order originates or terminates on Third Party Facilities, then such Point of Demarcation shall be determined by the third party which owns and/or operates such facilities, for which Seller shall provide Buyer notification thereof as soon as practicable following the receipt of such determination by the third party.

This Service Order will be governed by Smartcom's standard Master Service Agreement (MSA) as amended, if applicable, and executed by both parties. The MSA is posted under the Terms & Conditions link at www.smartcomtelephone.com/terms. The parties understand the governance of the MSA, especially the limitation of liability provisions, is material consideration for the services and pricing being provided by Smartcom. SmartCom Telephone, LLC, 600 Ash Ave., McAllen, Texas 78501, (956) 687-7070.

Billing will start: ON COMPLETION OF INSTALLATION

Buyer:

City of Pharr

By:

(Signature)

(Print Name)

Title:

Date:

Seller:

SMARTCOM TELEPHONE, LLC

By:

(Signature)

(Print Name)

Title:

Date:

Ethernet Service Order Form

Date: 07/23/2024

Buyer Information: City of Pharr

Name: Locations listed in Demarc Information

Address: 118 S. Cage Blvd., Pharr, TX 78577-4855

Contact: Jose Pena

Phone number: 956-402-4900

E-mail: jose.pena@pharr-tx.gov

SmartCom Sales Michael Lea Hilton

Tel: 956-213-1281

e-mail: mlhilton@sctel.co

Ethernet Service Details

Fiber Services	Term	Demarc Information / Service Location	Monthly Recurring Cost*
Metro-E Data Transport		Loc A: see sites below	
1 Gbps Metro-E (speed change, non-protected)	36 months	City Hall, 118 S. Cage, Pharr, TX (me-6009991117)	\$ 499.00
1 Gbps Metro-E (speed change, non-protected)	36 months	Police, 1900 S. Cage, Pharr, TX (me-6009991340)	\$ 499.00
1 Gbps Metro-E (rate change, non-protected)	36 months	Intl Bridge, 9900 S. Cage, Pharr, TX (me-6009990079)	\$ 499.00
1 Gbps Metro-E (new)	36 months	Library - DRC, 850 W. Dicker Rd, Pharr, TX (new circuit, Pharr Memorial Library demarc)	\$ 499.00
		(Note: SmartCom is a member of the TIPS purchasing contract # 230105)	
		Loc Z: Comm Center, 100 W. Ferguson, Pharr, TX (existing demarc)	

**Plus, applicable regulatory fees, Taxes and /or surcharges*

Non-Recurring Charge / Install fee: _____ \$ 0.00

Aid to Construction fee: _____ \$ 0.00

Service Location Contact Information

Service Location Contact Name: Jose Pena

Service Location Contact Email: jose.pena@pharr-tx.gov

Service Location Contact Phone: 956-402-4900

Billing Information

Billing Address: 118 S. Cage Blvd., Pharr, TX 78577-4855

Billing Department Phone: 956-402-4900

Billing Contact Name: Jose Pena

Billing Contact Email: jose.pena@pharr-tx.gov

Billing Contact Phone: 956-402-4900

Billing Alternate Phone: 956-402-4902

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Customer's Initials:

Buyer agrees that this Service is subject to and governed by the terms and conditions in its Agreement with Seller. Buyer understands that this Service Order is an offer to purchase Service from Seller and is not binding on Seller until it is accepted by way of a Firm Order Confirmation from Seller. Buyer hereby warrants and represents that more than ten percent (10%) of the transmissions on each circuit-based Service provided hereunder shall be interstate transmissions or foreign transmissions as those terms are defined in 47 USC Sections 153(17) and 153(22) and that Buyer's uses for the Services will include use of the internet. Further, Buyer understands that if the Point of Demarcation for the Service Location of this Service Order originates or terminates on Third Party Facilities, then such Point of Demarcation shall be determined by the third party which owns and/or operates such facilities, for which Seller shall provide Buyer notification thereof as soon as practicable following the receipt of such determination by the third party.

This Service Order will be governed by Smartcom's standard Master Service Agreement (MSA) as amended, if applicable, and executed by both parties. The MSA is posted under the Terms & Conditions link at www.smartcomtelephone.com/terms. The parties understand the governance of the MSA, especially the limitation of liability provisions, is material consideration for the services and pricing being provided by Smartcom. SmartCom Telephone, LLC, 600 Ash Ave., McAllen, Texas 78501, (956) 687-7070.

Billing will start: ON COMPLETION OF INSTALLATION

Buyer:

City of Pharr

By:

(Signature)

(Print Name)

Title:

Date:

Seller:

SMARTCOM TELEPHONE, LLC

By:

(Signature)

(Print Name)

Title:

Date:



EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every Jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your Jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

Smartcom Telephone LLC[Print](#)

Technology Solutions Products and Services(230105)
Exp.Date 05/31/2028 EDGAR: [View Doc.](#)

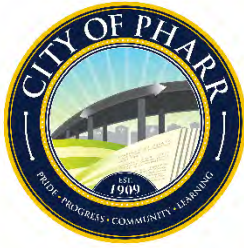
PrimaryContact **Alan Yoder**Title **President**Phone **(956) 687-7070**Email **ayoder@smartcomtelephone.com****Secondary**Contact **Steve Moghadam**Title **Chief Technology Officer**Phone **(956) 213-1132**Email **stevem@smartcomtelephone.com**

Telephone and Communications Data Systems and Solutions(240303)
Exp.Date 05/31/2027 EDGAR: [View Doc.](#)

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) No

STATES SERVED TX



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.

DATE SUBMITTED: August 1, 2024

MEETING DATE: August 5, 2024

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Memorandum of Understanding (MOU) with South Texas Independent School District for the use of the City of Pharr Sports Complex parking lot. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: South Texas Independent School District is requesting the usage of the use of the City of Pharr Sports Complex parking lot for the 2024-2025 school year for the pickup and drop of students.

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 - 8/1/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024



Always Innovating

**South
Texas ISD**

RIO GRANDE VALLEY | GRADES 6-12

7001 E. EXPRESSWAY 83, MERCEDES, TX 78570

P: 956.565.2454

STISD.NET

Memorandum of Understanding (MOU)

This memorandum of understanding (herein referred to as “MOU”) made on this the 1st day of September 2024 will serve as an agreement between City of Pharr Sports Complex and the South Texas Independent School District, herein referred to as “South Texas ISD” regarding South Texas ISD’s use of the parking lot facilities located at 509 East Earling Road Pharr TX 78577

1. Background

This MOU establishes the terms and conditions under which South Texas ISD may use the parking lot facilities located on 509 East Earling Road, Pharr TX 78577. Attachment A shall describe the dates and times the facility is to be utilized by South Texas ISD

2. Purpose

City of Pharr Sports Complex Agrees to allow use of said facility to South Texas ISD for the purpose of providing transportation for South Texas ISD students and using the parking lot facilities as a stop.

3. Scope

This scope of this agreement refers to facility use as described in Section 1: Background. If applicable, the scope of agreements for other cooperative arrangements, such as those regarding fares, is beyond this agreement.

This agreement shall be in effect from September 01, 2024 to August 31, 2025. Both parties, if so desired, may review and execute an additional annual MOU describing the terms and conditions. If both parties are unable to execute an agreement, then South Texas ISD must cease using facilities until an agreement can be executed.

4. Duties

(a) South Texas ISD may use said facility as a boarding and de-boarding location for its transit system. Vehicles may park in the designed areas, as described in Attachment B in order to board and alight passengers. South Texas vehicles will not remain at said location overnight.

(b) South Texas ISD agrees that it will assume all responsibility of their vehicles and shall not hold City of Pharr Sports Complex, its employee, officials or its affiliates liable for any and all damages.

(c) Any act related to the operation and maintenance of South Texas ISD equipment and supplies, such as movement of vehicles, must be performed by South Texas ISD personnel.

(d) South Texas ISD, its employees, agents staff and any person acting on behalf of South Texas ISD shall not engage in any reckless, negligent, unsafe, or otherwise illegal or unethical behavior while on City of Pharr Sports Complex property.

(e) South Texas ISD, its employees, agents, staff and any person acting on its behalf shall not modify City of Pharr Sports Complex Facilities in any way. Facilities will be left in exactly the same condition in which they are encountered.

(f) South Texas ISD's use of the parking lot facilities must not in any way interfere with the normal operations of City of Pharr Sports Complex.

5. Contact Person

For the purposes of this agreement, South Texas ISD will coordinate with:

Name: Sergio Alanis, Director of Parks and Recreations

Email: sergio.alanis@pharr-tx.gov

Phone: 956-402-4550 ext. 1303

6. Notice

South Texas ISD shall provide notice of its schedules and times of pick-up/drop-off of students, names and photos of drivers and other individuals who will have access to the facility. Any change, bussing schedule, or any other important changes must be given at least two (2) weeks in advance. South Texas ISD drivers and other personnel subject to this agreement must possess and maintain appropriate licensure from the State of Texas.

7. Liability

City of Pharr Sports Complex Assumes no liability for any lost, damaged, or stolen property. South Texas ISD assumes all risk in using the parking lot facilities and agrees to be responsible for any damages caused by the negligence of its personnel or negligent use of its equipment to the extent allowed by law. Nothing in this agreement shall be interpreted or construed to waive sovereign or governmental immunity afforded to South Texas ISD pursuant Texas law.

8. Termination

This agreement may be terminated at any time in writing by mutual agreement of the parties or terminated by either party with Ninety (90) days notice, in writing, to the other party.

9. Breach of Obligation

Failure to abide by any provision of this agreement shall constitute a breach. Any party claiming a breach will have the right to terminate the agreement immediately in writing.

10. Authority

We the undersigned hereby attest we have authority of behalf of: City of Pharr Sports Complex and the South Texas Independent School District, respectively, to execute and abide by this agreement.

EXECUTED, in duplicate, on this _____ day of _____, in _____ County, Texas.

Location:

City of Pharr Sports Complex

201 West Moore Road

Pharr TX 78577

Name, Title

Signature

Date

South Texas Independent School District

By: _____
Marco Antonio Lara, Jr., Ed.D.
Superintendent of Schools

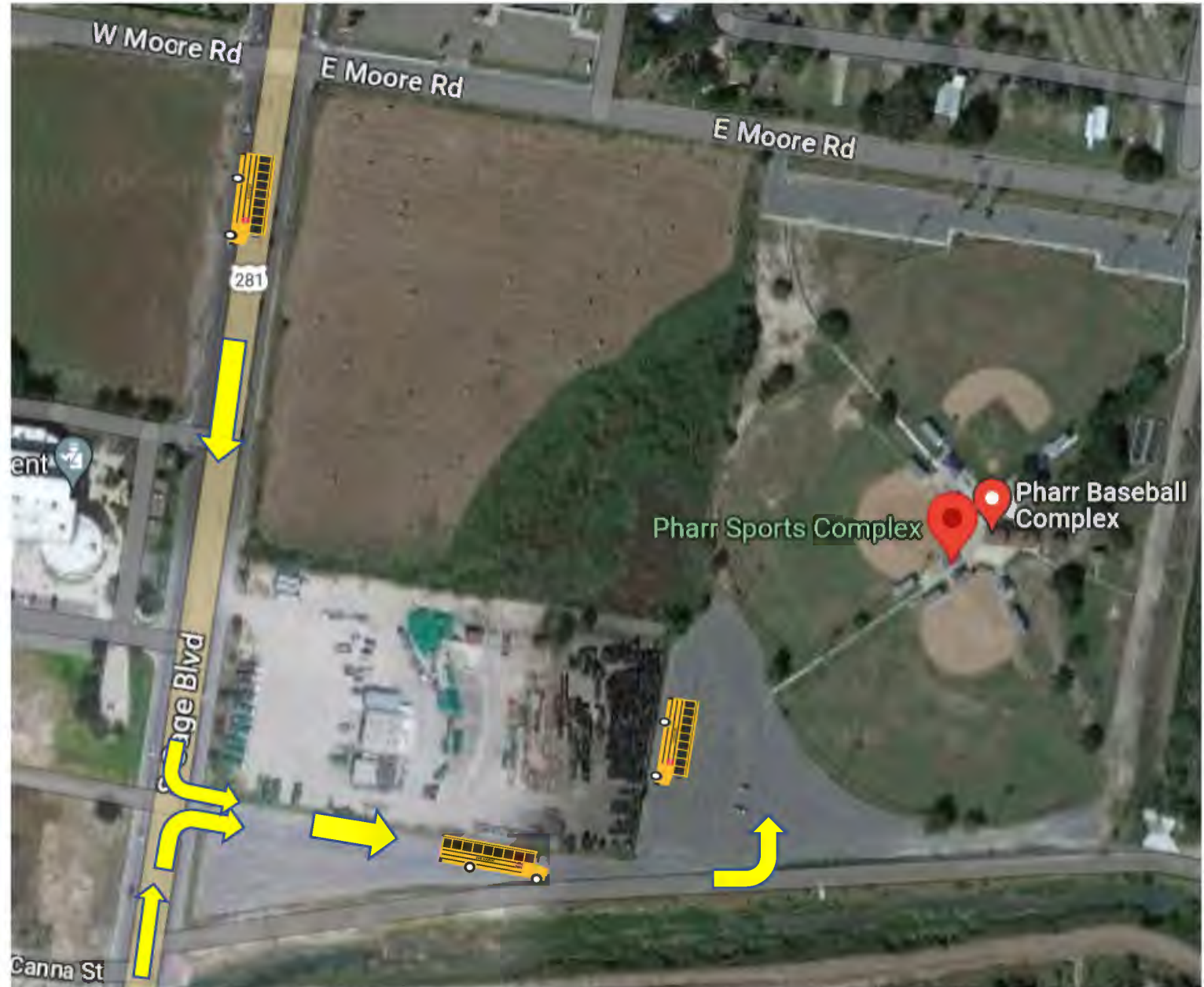
**ATTACHMENT A:
2024-2025 Schedule**

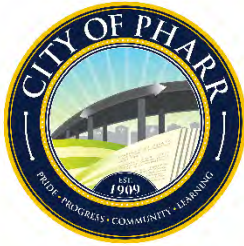
Location: City of Pharr Sports Complex

Campus	Departure Time
Edinburg	7:15 AM
Mercedes	7:20 AM
Olmito	6:10 AM
San Benito	6:10 AM

Campus	Arrival Time
Edinburg	4:45 PM
Mercedes	4:50 PM
Olmito	6:00 PM
San Benito	6:00 PM

Pharr Sports Complex (South
Parking Lot) 201 W Moore Rd
Pharr TX





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.

DATE SUBMITTED: August 1, 2024

MEETING DATE: August 5, 2024

FROM: Imelda Perez, 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:

Imelda Perez

Created/Initiated - 8/1/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.1.

DATE SUBMITTED: July 23, 2024

MEETING DATE: August 5, 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 being Lot 2, Newt's Corner, an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 10701 South Cage Boulevard. CUP#240614 **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 General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of July 22, 2024, the Board voted unanimously to recommend 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 site being in compliance with all City Ordinance and City department 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 - 7/23/2024

Ricardo Rodriguez
City Management Office

Approved - 7/23/2024
Final Approval - 7/30/2024



MEMORANDUM

DATE: MONDAY, AUGUST 5, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC - FILE NO. CUP#240614 (7-ELEVEN CONVENIENCE STORES 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 being Lot 2, Newt's Corner, an addition to the City of Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 10701 South Cage Boulevard.

ZONING: The property and properties to the west are currently zoned General Business District (C). The property to the north is zoned Agricultural and/or Open Space District (A-O). The adjacent zoning is Limited Industrial District (L-I) to the east. General Business District (C) and Agricultural and/or Open Space District (A-O) to the south. 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: Two (2) surrounding property owners were notified of the request by letter on July 12, 2024, and a legal notice was published in The Advance News Journal on July 10, 2024. Staff received no response to the letters or the legal notice.

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services recommended approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in 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 July 22, 2024, the Board voted unanimously to recommend 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 site being in compliance with all City Ordinance and City department 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.

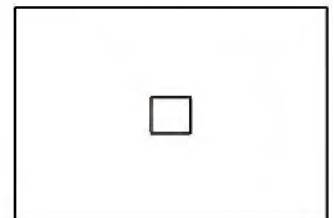
7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of 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

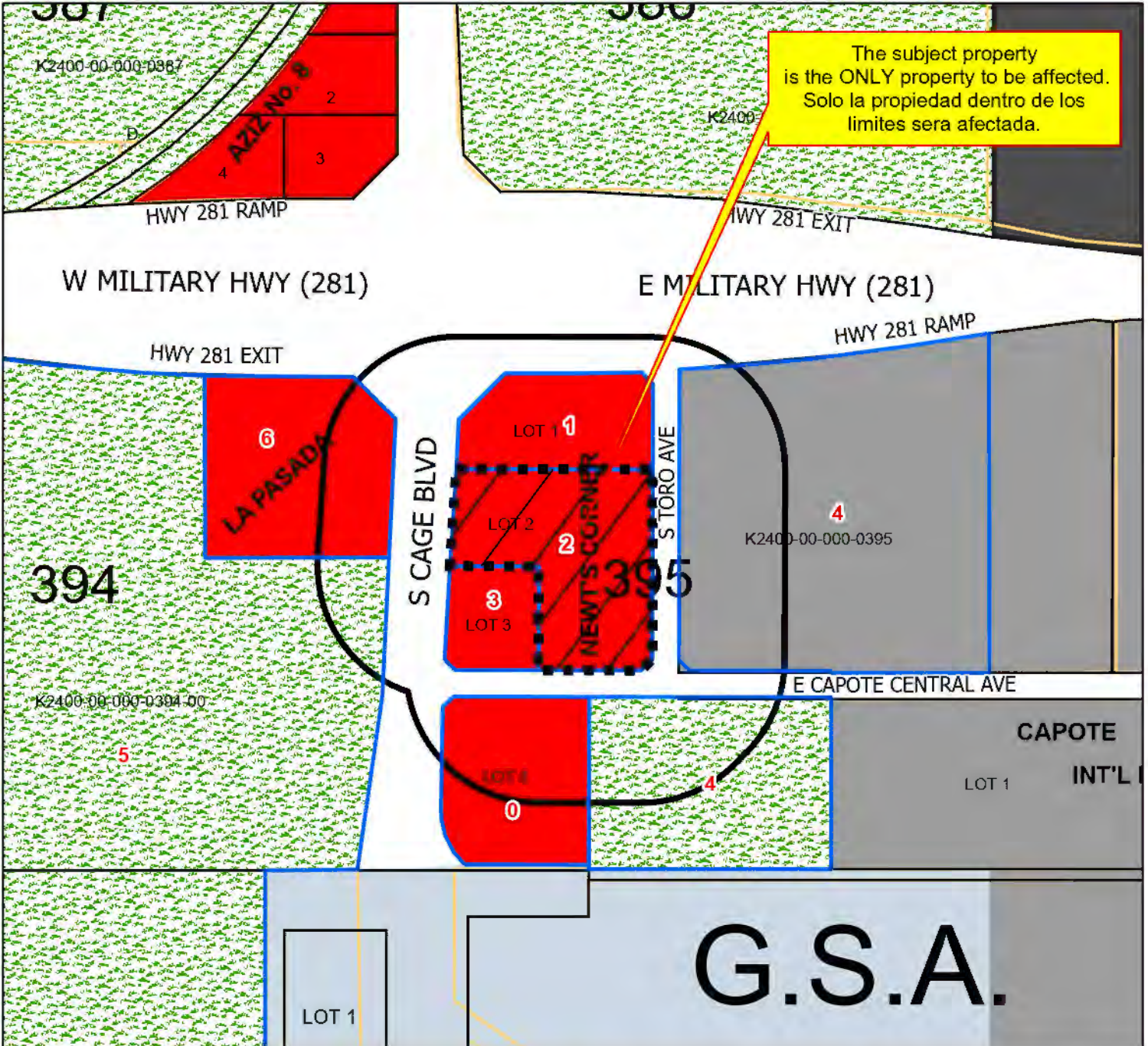


-  Notified Properties
-  300 ft. Notification Buffer
-  Subject Property

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



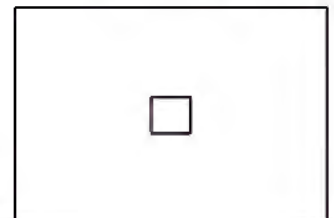
ZONING



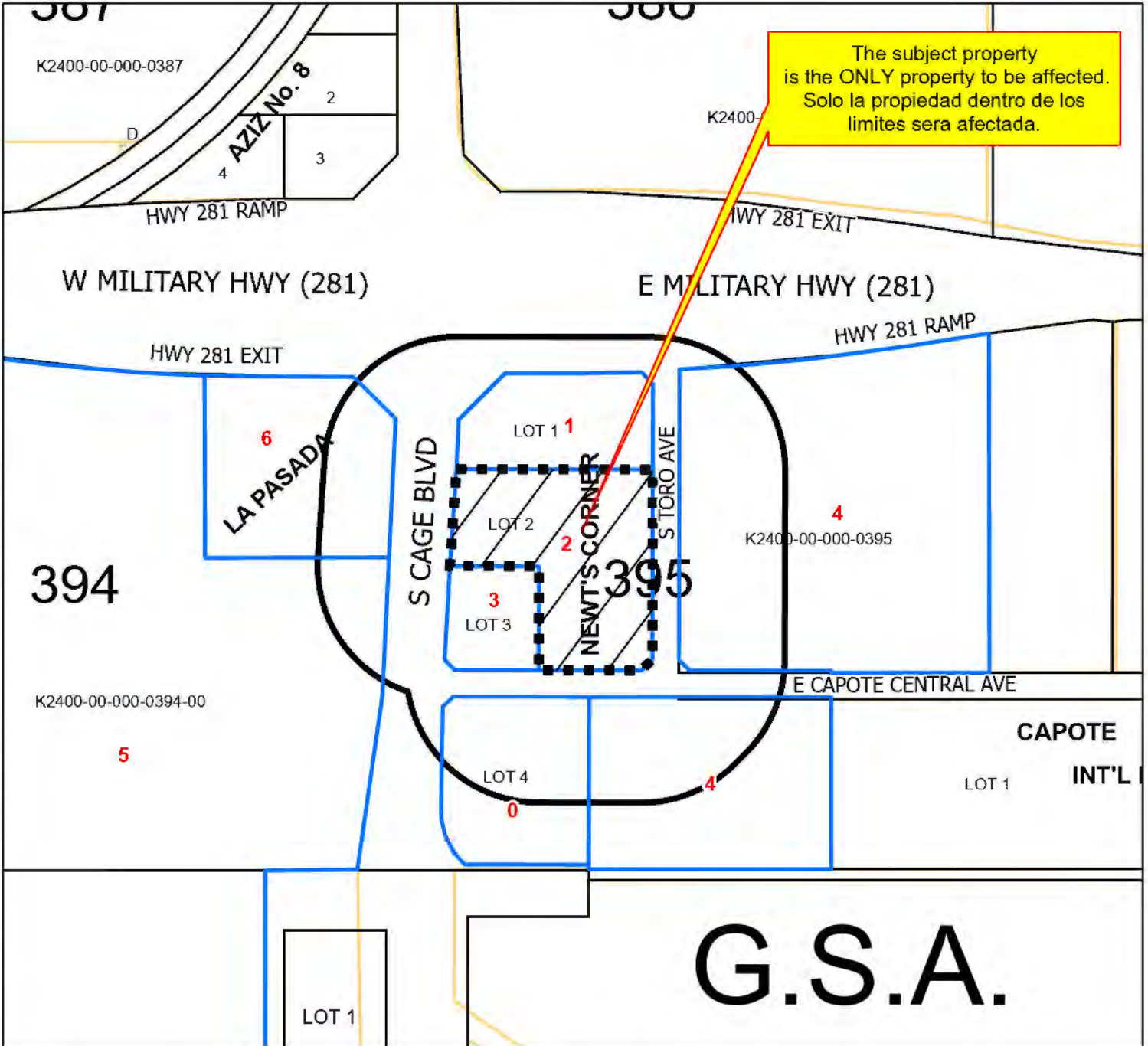
G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP240614 Lot 2, NEWT'S CORNER CORRECTED\aprx\00_BASE Project File.aprx

- | | | | |
|---------------------------------------|--------------------|--------------------------|-----------------------------|
| 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 | Subject Property |
| 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 | | |

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.

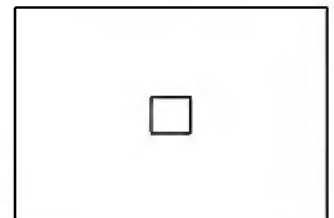


RADIUS



-  Notified Properties
-  300 ft. Notification Buffer
-  Subject Property

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



Laurelfield Estate created in that certain Lease Agreement on evidence by a Memorandum and Confirmation of Lease dated December 14, 2004 by and between CAPOITE FARM, LTD, a TEXAS LIMITED PARTNERSHIP, (Landlord) and SSP PARTNERS, a TEXAS GENERAL PARTNERSHIP (Tenant), recorded under Clerk's File No. 1416083, and amended in instrument dated May 19, 2005, recorded under Clerk's File No. 1479182, Official Records, Midland County, Texas.

Non-Exclusive Reciprocal Access Easement dated December 17, 2004, by and between CAPOTE FABUS, LTD, A TEXAS LIMITED PARTNERSHIP and SSP PARTNERS, A TEXAS GENERAL PARTNERSHIP, recorded on December 21, 2004, under Clerk's File No. 1416053, Official Records, Hidalgo County, Texas and being more particularly described as follows:

BING is a 154 acre tract of land situated in Hidalgo County, Texas, out of Abel's Corner, a subdivision recorded in Volume 46, Page 64, Map Records, Hidalgo County, Texas, being a part of Lot 215, Kirby-Patt Subdivision as recorded in Volume 6, Page 27, Map Records, Hidalgo County, Texas (D.R.H.C.1), and being a part of the land described the deed to Cepeda Farms, Inc., as recorded in Volume 1714, Page 970, Deed Records, Hidalgo County, Texas (D.R.H.C.1), said tract being more particularly described as follows:

CONNECTIONS of the westmost corner of said lat 382:
THENCE South 88 degrees, 38 minutes, 00 seconds West, along the west line of said lat 305, a distance of 419.30 feet to a point;
THENCE South 81 degrees, 23 minutes, 00 seconds East, departing said west line, a distance of 110.25 feet to the first point of beginning of the centerline of the herein described tract, said point being on a line parallel to the west line of said lat 305, 77.64 feet from the west right-of-way line of Camp Boulevard as described in the deed to the City of Phoenix, Kansas recorded under Deed's File No. 423191, Official Records of Midvale County, Kansas.

THICK: South 81 degrees, 22 minutes, 00 seconds East, departing and end right-of-way line, a distance of 298.5 feet to a point for the end of the centerline of said tract, the tract extending 12.5 feet North of the centerline and 15.0 feet South of the centerline; said tract having an overall width of 27.5 feet and centerline length of 298.5 feet and CONTAINING 0.154 square feet (0.0072 acres) of land, more or less.

STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 17000331341 - SCHEDULE B, SECTION II:
Numbers correspond with survey-related Schedule B exception items contained in the above referenced
Title Commitment.

10. The following matters and all terms of the documents creating or altering evidence of the matters (We must have matters or delete this encryption.)

1. Consent and/or other rights, if any, on and forth in Deed dated March 3, 1937, recorded in Volume 57, Page 511, Deed Records, Hidalgo County, Texas. (MAY AFFECT THE SUBJECT PROPERTY - INTERNALLY REFERENCED DOCUMENT NOT PROVIDED)

2. Right of Way Easement, dated September 2, 1948, recorded in Volume 9-45, Page 471, Deed Records, Hidalgo County, Texas. (MAY AFFECT THE SUBJECT PROPERTY - INTERNALLY REFERENCED DOCUMENT NOT PROVIDED)

6. Utility Easement, dated July 28, 1984, recorded under Clerk's File No. 415430, Official Records, Hidalgo County, Texas in the location shown on the survey dated July 17, 2017, last revised _____ prepared by LEO BOND /715(763). (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

c. Reciprocal Access Easement dated December 17, 2004, recorded under Clark's File No. 141026, Official Records, Hildago County, Texas in the location shown on the survey dated July 17, 2017, herein _____ prepared by Law Road (1245791). (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

k. Easements and reservations do not appear upon the recorded map and dedication of said subdivisions in the location shown on the survey dated July 17, 1977, last revised _____ prepared by Lee Bond (T145785). (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

1. There is direct access to the subject property via Tara Street, Capels Court Street and Phoenix Street, all being public right-of-way which abut and are contiguous with the subject property.

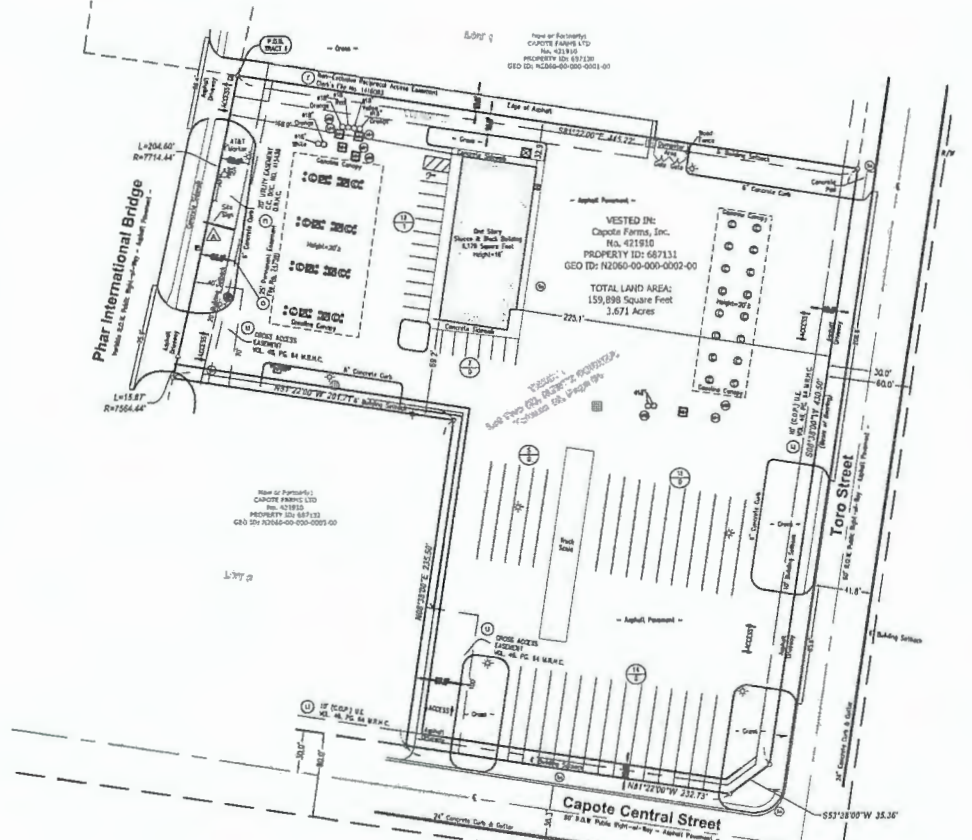
2. With regard to Table A, Item 11, an utility locate request was made and markings found at the site, if any, have been noted. All underground utilities may not be shown and markings found at the site may not depict underground features accurately. Lack of revelation, the exact location of underground features cannot be accurately, completely, and reliably determined. In some jurisdictions, \$100 or more similar utility locate requests from homeowners may be ignored or result in an incomplete response.

1. The parties stipulated on exhibits 10 and 1000 South Gate Boulevard, Fremont, California.
2. At the time of the survey, there was no observable evidence of earth movement, building construction or building additions within recent memory.
3. At the time of the survey, there was no observable evidence of any object (property being used or not) within the survey area.
4. At the time of the survey, there was no observable evidence of any major changes in street right-of-way lines, easements, or proposed, or existing from the surveying jurisdiction.
5. At the time of the survey, there was no observable evidence of any recent street or building construction or repairs.
6. The Property surveyed and shown herein is the same property described in Schedule A of Street Map of the City of Los Angeles, published by the City of Los Angeles, 1973.
7. The Tracer Survey No. 216-01: Apartment houses as referenced in Schedule A of the 1960 Commission on the basis of the survey (shown previously).
8. This map represents a survey and is not designed to show Realized Or Imputed Rights.
9. All areas are platted and do not extend over the boundary line.

By noted map location and graphic, showing only, the subject property appears to be entirely in Zone (Area between the limits of the 100 and 500 year flood, or certain areas subject to 100 year flooding with average depths of less than 1 foot, or where the contributing drainage area is less than two acres; or, or areas protected by levees from the base flood.) according to the Flood Insurance Rate Map for the County of Hidalgo, State of Texas, Community Panel No. 48034700005C, Effective Date October 18, 1982.

30 Truck Parking Spaces	130,000 Square Feet
19 Parking Spaces	3,671 Acres
7 Handicapped Spaces	
50 Total Parking Spaces	

150,000 Square Feet
3.871 Acres



The basis for all homages shown herein is the West right of way line of Torr Street, known as being 50'8 1/2" wide, per Volume 45, Page 64, of the Hidalgo County Records.

A Subject's Site Sign appears to be a minimum distance of 2.7 feet over the Marrowmont, Western property line.

Zoning Classification: GC (General Commercial)
 Building Setbacks:
 Front=20 feet
 Side=10 feet
 Rear=10 feet
 Maximum Building Height: 36 feet
 Parking Ratio: 22 required spaces
 (2 spaces up to 300 SF) plus $(5,179 \text{ SF} - 300 \text{ SF} \times 3.879 \text{ SF} / 300 \text{ SF} \times 1)$
 Commercial uses - 3 spaces for up to 300 SF of floor area, plus one space for each additional 300 SF of floor area.

*Note: 20 feet or more, less than three (3) times length of way out in which the property lies, plus one-half the holding length over 36 feet with a 50-foot net section, whichever is greater.
 *Note: Without a 20-foot net section, the first plan shall be the holding length over 36 feet, but in no case, shall more than a 50-foot net section be required. With a 20-foot net section, zero feet plan shall be the holding length over 36 feet, but in no case, shall more than a 50 feet net section be required.
 *Note: Without a 20-foot net section, the first plan shall be the holding length over 36 feet, but in no case, shall more than a 50-foot net section be required.
 *Note: Absent nonresidential zoned property, with a 20-foot net section in area separating, zero feet plan shall be the holding length over 36 feet, but in no case, shall more than a 50-foot net section be required. Without a 20-foot net section, and in other all other cases, holding length over 36 feet plan shall be the holding length over 36 feet, but in no case, shall more than a 50-foot net section be required.

To: 7-Eleven, Inc., a Texas corporation, its successors and assigns;
Sunco LP, a Texas Limited Partnership, its successors and assigns;
Sibques LLC, its successors and assigns; and Sibquet Title Guaranty Company,
its successors and assigns on behalf of:

This is to certify that this map or plan and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Survey, jointly established and created by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5(a), 8(1), 7(c), 7(b)(1), 7(c), 8, 9, 11, 12, 13, 14, 17, 20 and 21(a) of Table A thereof. The Red work was completed on July 13, 2017.

Date of Plot or Map: July 13, 2017

By: L. B. Bond
 Les Bond, RPLS
 Texas Registered Professional Land Surveyor No. 5793
 For and on behalf of Milne Surveying, Inc.

REVISION HISTORY		
BY:	DATE:	COMMENT:
MAP	10/18/2017	CLIENT COMMENTS
SPS	01/25/2018	CERTIFICATION

Transforming the Industry
Surveying
Zoning
Environmental
Real Support - Title Review
Millman Surveying, Inc.
Corporate Headquarters
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
Fax: 330-342-0834
www.millmanland.com
landsurveyors@millmanland.com

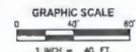
ALTA/NSPS LAND TITLE
SURVEY PREPARED FOR:

7-ELEVEN, INC.
3200 Hackberry Road
Irving, TX 75063

7-Eleven #40665
Sunoco #921
10701 South Cage Boulevard
City of Pharr
County of Hidalgo
State of Texas



NORTH



Survivor's Seal

Sheet No. **1** of **1**

MSI Product No. 40790

PC:	CUA	
PM:	ERS	Duration

PKI:	EPS	Other:



Pharr
Development Services



Site Photo

10701 South Cage Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.2.

DATE SUBMITTED: July 23, 2024

MEETING DATE: August 5, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Khanh Nguyen, d/b/a Snow Bite, 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 0.078-acre tract of land, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite L-2. CUP#190536 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Khanh Nguyen, d/b/a Snow Bite, 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). This request constitutes the 3rd renewal for Snow Bite.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the renewal request for 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) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 7/23/2024
Approved - 7/23/2024
Final Approval - 7/30/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 5, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS ABC FILE NO. CUP#190536 (SNOW BITE)
--

GENERAL INFORMATION:

APPLICANT: Khanh Nguyen, d/b/a Snow Bite, 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 0.078-acre tract of land, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 500 North Jackson Road, Suite L-2.

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

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

**FIRE
DEPARTMENT:** Recommends approval of
the Conditional Use Permit.

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

HEALTH: Recommends approval of
the Conditional Use Permit.

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

**DEVELOPMENT SERVICES
RECOMMENDATIONS:** Development Services recommends **approval** of the
renewal request for 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)
subject to site and applicant 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

August 5, 2024

Conditional Use Permit **Renewal** for ABC –

Snow Bite

Background:

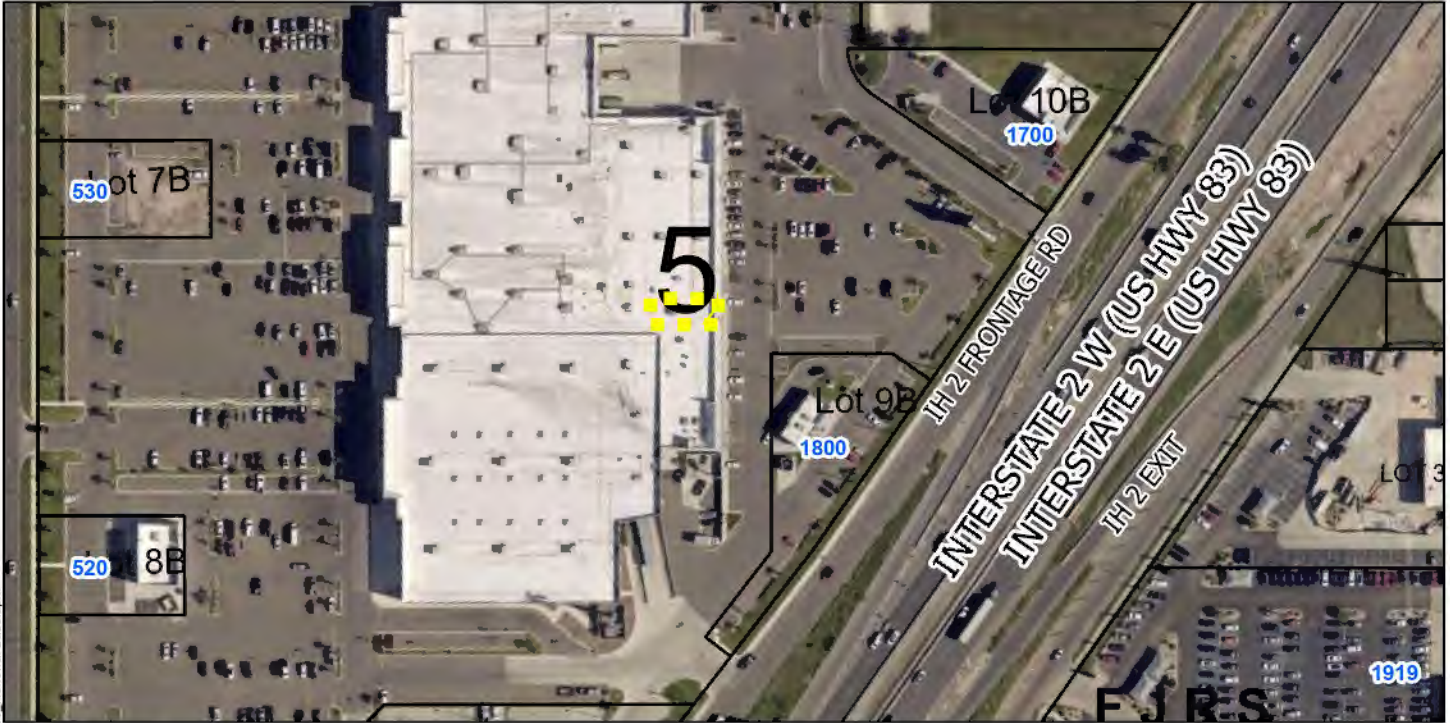
Khanh Nguyen, d/b/a Snow Bite, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 3rd renewal for Snow Bite.

The property is located at 500 North Jackson Road, Suite L-2. 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.

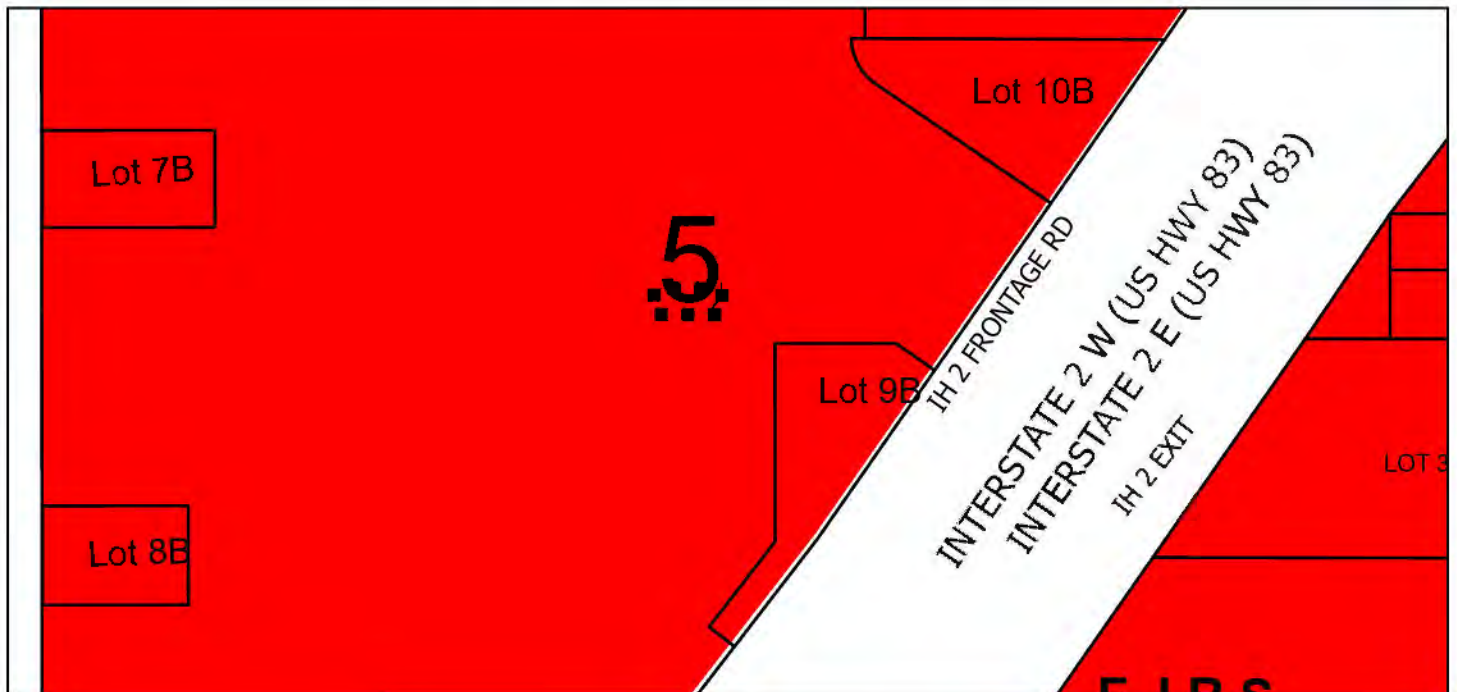
Recommendations:

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

CUP Renewal
 500 N JACKSON RD STE L2 SNOWBITE
 0.078-acre out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision
 Khanh Nguyen d/b/a Snow Bite



G:\City of Pharr\GIS\Projects\11-Planning\PRO CUP Renewal\CUP Renewal 500 N JACKSON RD STE #L2 SNOWBITE00 Renewal Base.aprx



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1:2,400

0 100 200 400 600 800 Feet



Date: 7/1/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.3.

DATE SUBMITTED: July 23, 2024

MEETING DATE: August 5, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Velch Ventures LLC., d/b/a Altamar Seafood Bar, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). The property is legally described as being 0.092 acres, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 8001 South Jackson Road, Suites 1 & 2. CUP#210427 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Velch Ventures LLC., d/b/a Altamar Seafood Bar, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). This request constitutes the 1st renewal for Altamar Seafood Bar.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 7/23/2024
Approved - 7/23/2024
Final Approval - 7/30/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, AUGUST 5, 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#210427 (ALTAMAR SEAFOOD BAR)

GENERAL INFORMATION:

APPLICANT: Velch Ventures LLC., d/b/a Altamar Seafood Bar, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I).

LEGAL DESCRIPTION: The property is legally described as being .092 acres, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 8001 South Jackson Road, Suites 1 & 2.

ZONING: The property is currently zoned Limited Industrial District (L-I). The surrounding area is zoned Limited Industrial District (L-I) to the north, south, and east and the City Limits lie to the west. This area is generally designated for commercial use in the Land Use Plan

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

**FIRE
DEPARTMENT:** Recommends approval of
the Conditional Use Permit.

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

HEALTH: Recommends approval of
the Conditional Use Permit.

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

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:** Development Services recommends **approval** of the renewal
request for the Conditional Use Permit to allow the sale of
alcoholic beverages for on-premise consumption in a Limited
Industrial District (L-I) subject to site and applicant 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

August 5, 2024

Conditional Use Permit **Renewal** for ABC -

Altamar Seafood Bar

Background:

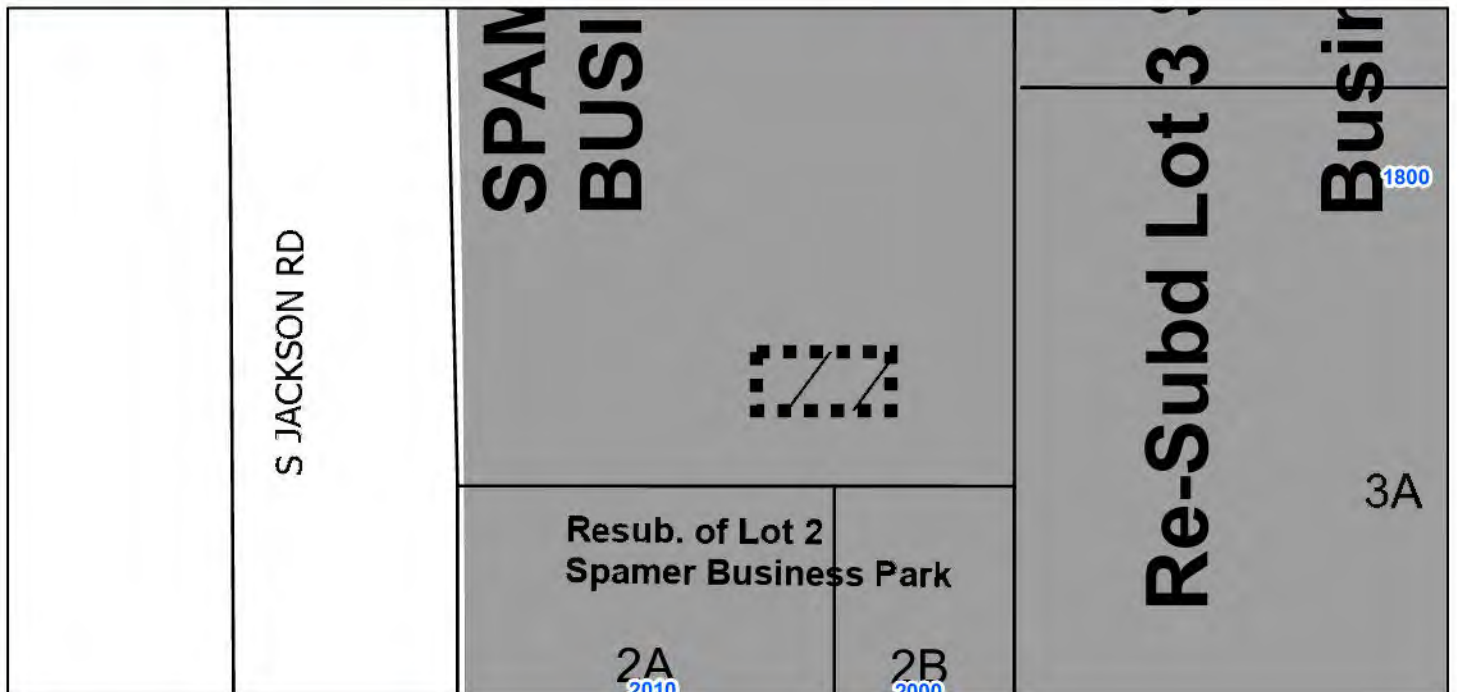
Velch Ventures LLC., d/b/a Altamar Seafood Bar, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 1st renewal for Altamar Seafood Bar.

The property is located at 8001 South Jackson Road, Suites 1 & 2. It is zoned Limited Industrial District (L-I) and is in conformance with the Future Land Use. All required inspections have been conducted and have passed.

Recommendations:

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

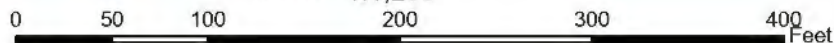
CUP Renewal
 8001 S JACKSON RD ALTAMAR
 .092 acres, more or less, out of Lot 1,
 Spamer Business Park Subdivision
 ALTAMAR SEAFOOD BAR



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1:1,200



Date: 7/1/2024

G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_RENEWAL 8001 S JACKSON RD ALTAMAR\00_Renewal Base.aprx



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.F.

DATE SUBMITTED: August 1, 2024

MEETING DATE: August 5, 2024

FROM: Imelda Perez, 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:

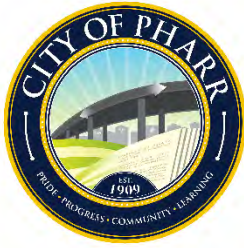
Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 8/1/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.F.1.

DATE SUBMITTED: July 23, 2024

MEETING DATE: August 5, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Westwood Professional Services, Inc., representing K.V. Chowdary, Manager of KVS Development, L.L.C., is requesting final plat approval of the proposed Majestic International Trade Port Phase 2 Subdivision. The property is legally described as being a 79.022 acre tract out of Lots 47 and 48, Block 15, Lots 49 and 50, Block 16, Lots 51 and 52, Block 17, Lots 53 through 55, Block 18 and a portion of a 40 foot road, shown on the Re-subdivision of Lots 1 and 5 to 32, inclusive of the San Juan Plantation Subdivision and out of Lots 3 and 4, as shown on the Re-subdivision of Closner Subdivision. The property is located within the 9000 Block of South Veterans Boulevard. SUB#231025 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Westwood Professional Services, Inc., representing K.V. Chowdary, Manager of KVS Development, L.L.C., is requesting final plat approval of the proposed Majestic International Trade Port Phase 2 Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends final plat approval of the proposed Majestic International Trade Port Phase 2 Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: Being no discussion, the Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Majestic International Trade Port Phase 2 Subdivision at their meeting on July 22, 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 - 7/23/2024
Approved - 7/23/2024
Final Approval - 7/30/2024



MEMORANDUM

DATE: MONDAY, AUGUST 05, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: MAJESTIC INTERNATIONAL TRADE PORT PHASE 2 SUBDIVISION
FILE NO. **SUB#231025**

GENERAL INFORMATION:

APPLICANT: Westwood Professional Services, Inc., representing K.V. Chowdary, Manager of KVS Development, L.L.C., is requesting final plat approval of the proposed Majestic International Trade Port Phase 2 Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 79.022 acre tract out of Lots 47 and 48 Block 15, Lots 49 and 50, Block 16, Lots 51 and 52, Block 17, Lots 53 through 55, Block 18 and a portion of a 40 foot road, shown on the Re-subdivision of Lot 1 and 5 to 32, inclusive of the San Juan Plantation Subdivision and out of Lots 3 and 4, as shown on the Re-subdivision of Closner Subdivision.

LOCATION: The property is located within the 9000 Block of South Veterans Blvd.

ZONING: The property is currently zoned Heavy Industrial District (H-I). The adjacent properties to the north, east and south are outside the City limits, Heavy Industrial District (H-I) and Agricultural and/or Open Space District (A-O) are to the west of the property. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Warehouses.

VARIANCES: None requested.

RECOMMENDATIONS: City Staff recommends final plat approval of the proposed Majestic International Trade Port Phase 2 Subdivision subject to the following conditions set before you.

STREETS, PAVING AND R.O.W.:

1. Street lights shall be 250' max spacing, along public streets.
2. Shall obtain street cut permits if any, from TxDot department or City of Pharr for any street cuts.

EASEMENTS:

1. Easements shall be 15' exclusive to City of Pharr, for any City public lines.
2. Show all easements to be dedicated by plat.
3. Show all existing easements within property.
4. No overlapping easements.

**SIDEWALK:
ADA:**

1. See attached comments.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. See attached comments.
2. Follow City of Pharr construction standards manual.

SEWER:

1. See attached comments.
2. Follow City of Pharr construction standards manual.

DRAINAGE:

1. See attached comments.

OTHER:

1. Notice to Proceed (N.T.P.) Issued on 7-08-2024, for water and sewer offsite only.
2. H.C.I.D. #2 verify with district for any issues. (comments attached)
3. Separate instrument letter for MHWSC, time frame for recording easement.
4. Time frame for the HCID 2, subject to the purchase and release of the 100 foot wide R.O.W. Canal, prior to plat recording.
5. Recording with a Performance Bond No. 46BCSJ7595, Total amount: \$426,571.84
6. Staff comments attached.

PLANNING AND ZONING MEETING:

The Planning and Zoning commission voted unanimously to approve final plat of the proposed Majestic International Trade Port Phase 2 Subdivision at their meeting on July 22, 2024

PRE-CONSTRUCTION MEETING

FOR:

MAJESTIC INTERNATIONAL TRADE PORT PHASE 2 SUBDIVISION

COMMENTS:

Initials: J.R.

JULY 16, 2024

WATER:

- Domestic water belongs to M.H.W.S.C.
- City of Pharr Water for fire protection only.
- Will need to get an agreement from M.H.W.S.C. for fire protection water line installation.
- Will need to connect secondary source on northwest corner of property with meter and back-flow preventer.
- All water fittings will need to be MJ with mega locks (not tapping sleeves)
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual.

SEWER:

- Liftstation remains private.
- Manholes will need to be composite base with City of Pharr logo.
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual.

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

Print Name: _____

Signature: _____

Date: _____



SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Majestic International Trade
Port PH 2 Subdivision

DATE: June 21, 2024

REVIEW: Preconstruction (comments plans dated 6-14-2024)

PLAT

1. Remove commas from northing and easting benchmarks.

SITE PLAN

1. Trench safety shall be required for all proposed utilities.
2. Provide an agreement letter to the City of Pharr for temporary lift station.

DRAINAGE

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

CONSTRUCTION SCHEDULE

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

CLOSEOUT DOCUMENTS

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

STANDARD REQUIREMENTS

- **PRIOR TO SUBMITTING PRECONSTRUCTION PLANS, FIELD VERIFY ALL UTILITY TIE-INS FOR WATER, SEWER, AND STORM LINES.**
- Access road must follow City of Pharr standards for paving.
- Testing may be required for concrete, paving and backfilling items.
- Curb and gutter must meet design strength of 3000 psi and must include 3 #3 continuous rebar.
- Sidewalk must meet design strength of 3000 psi and must follow City design standard and ADA guidelines.
- Driveway shall have a design strength of 4000 psi and concrete drive shall meet the appropriate design strength to prevent damage. Must follow City design standard and ADA guidelines.
- Drainage headwall shall include a footing on top and shall be a minimum 18 inches long.
- Headwall width from edge to edge of discharge pipe shall be 18 inches minimum.
- Gate valve concrete collar dimensions shall be 30 inches x 30 inches x 6 inches.
- Proposed fire hydrants shall be 6 feet from back of curb.
- Fire hydrant detail preferred brand Mueller factory yellow. (Note: connection from hydrant to valve box is mechanical joint to mechanical joint and from valve box to watermain is flange to flange).
- Show all utility crossings that may be present in this site plan.
- Sanitary sewer service wye requires concrete cradle.
- Provide Public Works discharge permit when discharging into City storm system.
- **TCEQ requires 9'-ft separation between water and sewer lines. This includes manholes to be spaced out away from water lines.**
- At time of subdivision completion all lots shall be required to provide positive drainage and outfall towards the street.
- **SHOULD ANY DESIGN ISSUES OCCURE DURING CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE ENGINEER ON RECORD TO ADDRESS THESE ISSUES AND COORDINATE WITH THE CONTRACTOR. ALSO PROVIDE REVISED PLANS TO ENGINEERING DEPARTMENT FOR REVIEW.**



118 S. Cage Blvd. 3rd Floor
Pharr, Texas 78577

Phone: (956) 402-4400 Fax; (956) 475-3433

Subdivision: Staff Majestic International trade Post Phase II

Reviewed by: Mike Navarro

07-16-2024

All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.

1. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
2. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be PAINTED SILVER in Color with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2018. Preferably Mueller Brand Fire Hydrant or equivalent.
3. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
4. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
5. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
6. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
7. A \$25.00 fee for each **BLUE MARKER** to be affixed on pavement by city to indicate location of the fire hydrant. FIRE HYDRANT COLOR MAY BE **YELLOW OR RED** FROM MANUFACTURE AND FINISHED WITH A COAT OF ALUMINUM (SHERWIN-WILLIAMS SILVER BRIGHT 631-1336) AS-PER CITY OF PHARR STANDARD SECTION IV-3. A.11.
8. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
9. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (FIRE LANE – TOW AWAY ZONE).
10. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2018; where security gates are installed, with a minimum of

20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

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

Additional Comments: Pharr Fire marshal office reviewed plans submitted for Majestic and advise to follow all the general Guidelines stated above.

- **There were no additional notes on other than to assure that Plat note read as follow: “The owner shall maintain all fire protection improvements approved at the time of building permit that are not located within an easement or right of way dedicated to The City Of Pharr”.**



Pharr

Public Works



MAYOR Ambrosio Hernandez, MD

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

Pre-Construction Meeting

DATE: 07/16/2024

Majestic Trade Port Phase 2 Subdivision

79.022 Acres

Pharr TX, 78577

Plat Notes:

- **No comments**

General Notes:

- **Shall obtain a Large Construction Notice from TCEQ.**
- **If boring is required, a permit must be requested from the Public Works Department.**

From: [John Salinas](#)
To: [Eddie Martinez](#)
Cc: [Javier Lopez](#)
Subject: Proposed Lot 1 DSV Subd; Proposed Majestic International Trade Port Phase 2 Subd.
Date: Tuesday, November 28, 2023 11:30:20 AM
Attachments: [20231128112809.pdf](#)

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Hello Eddie,

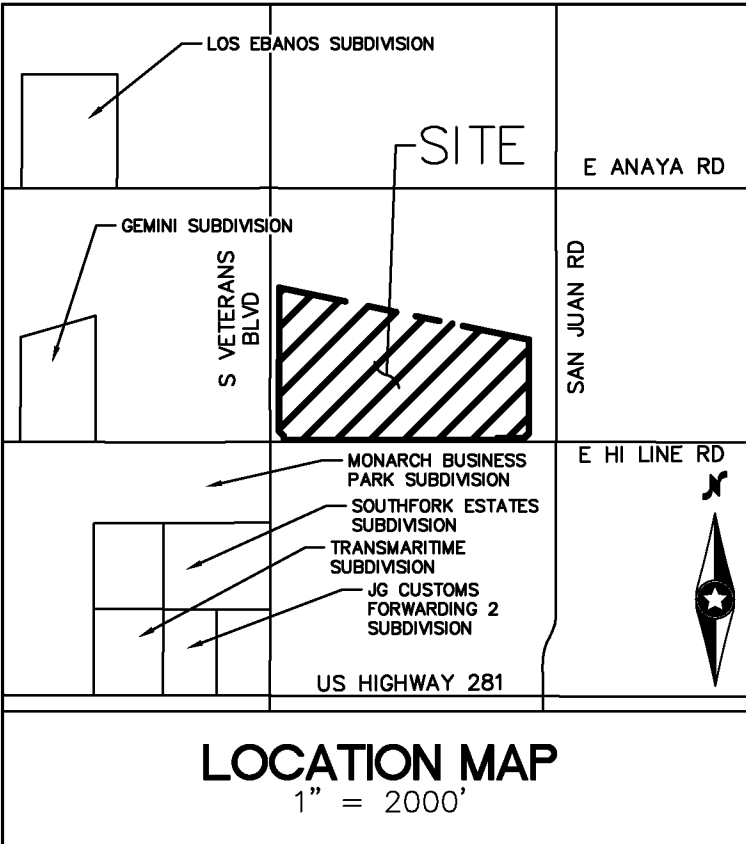
HCID2 claims for the following proposals:

1. Majestic International Trade Port Phase 2 Subdivision:
 - a. The subdivision boundary should not include the 100' canal right of way this is still HCID2 property. Until then, that area would need to be carved out. After the purchase/release, the boundary line shown is correct.
 - b. The bold label on the north shown as CANAL RIGHT OF WAY is incorrect, it should be DRAIN DITCH. Vol. 21, Pg. 345 as shown Vol. 16, Pg. 5.
 - c. We need a reference point from the common corner Lot out of Closner Subdivision.
 - d. The easement label shown on the south side would need to be released by document not abandoned by plat. The pipeline is being replaced and relocated outside of road right of way.
 - e. The signature script update: THIS PLAT ... BY THE HIDALGO ... ; Remove the comma after THIS and after FENCES.

If there are any questions, please advise. Thank you.

John Salinas
Hidalgo County Irrigation District No. 2
P.O. Box 6
San Juan, TX 78589
Phone: (956) 787-1422
Fax: (956) 781-7622
Email: jbs_hcid2@att.net

File: N: 0046341.00\06 CAD\DWG\Survey C3D\0046341V-PRELIM_PLAT.dwg



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITIES

MAJESTIC INTERNATIONAL TRADE PORT, PHASE 2 SUBDIVISION IS LOCATED WITHIN 1 MILE OF THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF PHARR, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF PHARR AND HIDALGO COUNTY PLANNING DEPARTMENT

METES AND BOUNDS DESCRIPTION:

A 73.839 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS, BEING OUT OF LOTS 47 THROUGH 55, AND A PORTION OF A 40-FOOT ROAD (NOT IN USE), AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, RECORDED IN VOLUME 3, PAGE 52, HIDALGO COUNTY MAP RECORDS, AND OUT OF LOTS 3 AND 4, AS SHOWN ON THE RE-SUBDIVISION OF CLOSNER SUBDIVISION, RECORDED IN VOLUME 1, PAGE 56A, SAID MAP RECORDS, SAID 79.022 ACRE TRACT ALSO BEING THE REMAINDER OF A CALLED 81.087 ACRE TRACT "B" - PARCEL 2, RECORDED IN DOCUMENT NO. 2021-3201939, HIDALGO COUNTY OFFICIAL PUBLIC RECORDS; IN ALL, SAID 79.022 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET AT THE INTERSECTION OF THE SOUTH LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CANAL RIGHT-OF-WAY (80-FOOT WIDE) AND THE WEST LINE OF STATE HIGHWAY 365, ALSO KNOWN AS SAN JUAN ROAD, A VARIABLE-WIDTH RIGHT-OF-WAY, FOR THE NORTHEAST CORNER OF SAID TRACT "B" - PARCEL 2 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, COINCIDENT WITH THE NORTHWEST CORNER OF A CALLED 3001.81 SQUARE FOOT PARCEL CONVEYED UNTO HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, RECORDED IN DOCUMENT NO. 2015-2660461, SAID OFFICIAL PUBLIC RECORDS;

THENCE, ALONG WEST AND NORTH LINES OF SAID STATE HIGHWAY 365 RIGHT-OF-WAY, THE FOLLOWING COURSES:

S 08° 35' 22" W, 974.24 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET,
S 53° 35' 22" W, 70.71 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET,
N 81° 24' 38" W, 280.00 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET, AND

S 08° 35' 22" W, 20.00 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET ON THE NORTH RIGHT-OF-WAY LINE OF HI-LINE ROAD (40-FOOT WIDE) FOR A POINT OF INTERSECTION OF SAID HI-LINE ROAD RIGHT-OF-WAY AND STATE HIGHWAY 365 RIGHT-OF-WAY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A CALLED 258,978.46 SQUARE FOOT PARCEL CONVEYED UNTO HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, RECORDED IN DOCUMENT NO. 2015-2660462, SAID OFFICIAL PUBLIC RECORDS;

THENCE, ALONG THE NORTH LINE OF SAID HI-LINE ROAD, N 81° 24' 37" W, 1447.81 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET FOR THE SOUTH WEST CORNER OF A 100-FOOT CANAL RIGHT-OF-WAY TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RECORDED IN VOLUME 21, PAGE 342 HIDALGO COUNTY DEED RECORDS, AND SHOWN ON VOLUME 0, PAGE 63-5, PLAT RECORDS HIDALGO COUNTY;

THENCE, ALONG THE EAST LINE OF SAID 100-FOOT CANAL RIGHT-OF-WAY THE FOLLOWING COURSES:

N 08°34'36" E, 1319.39 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET,
N 81°24'00" W, 100.00 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET, AND
S 08°34'36" W, 1319.95 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET ON THE NORTH LINE OF SAID HI-LINE ROAD FOR THE SOUTH EAST CORNER OF SAID 100-FOOT CANAL RIGHT-OF-WAY;

THENCE, ALONG SAID NORTH LINE OF SAID HI-LINE ROAD, N 81° 24' 37" W, 695.35 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET AT THE INTERSECTION OF SAID NORTH LINE OF HI-LINE ROAD AND THE EAST LINE OF SOUTH VETERANS BOULEVARD, ALSO KNOWN AS SOUTH "I" ROAD, FOR THE SOUTHEAST CORNER OF A CALLED 1,184 ACRE TRACT CONVEYED UNTO HIDALGO COUNTY, RECORDED IN DOCUMENT NO. 2002-1138786, SAID OFFICIAL PUBLIC RECORDS, COINCIDENT WITH THE SOUTHERNMOST SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH VETERANS BOULEVARD, COINCIDENT WITH THE EAST LINE OF SAID 1.184 ACRE TRACT, THE FOLLOWING COURSES:

N 08° 30' 37" E, 20.00 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET,
N 36° 27' 27" W, 70.67 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET, AND
N 08° 34' 37" E, 1517.82 FEET TO A 1/2" IRON ROD WITH ORANGE "WESTWOOD" CAP SET ON THE AFOREMENTIONED SOUTH LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CANAL RIGHT-OF-WAY (80-FOOT WIDE) FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, ALONG THE COMMON NORTH LINE OF SAID TRACT "B" - PARCEL 2 AND SOUTH LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CANAL RIGHT-OF-WAY (80-FOOT WIDE); S 69° 42' 23" E, 2679.24 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL, 3,216,413 SQUARE FEET OF LAND OR 73.839 ACRES, MORE OR LESS.

PRINCIPAL CONTACTS

OWNER:
KVS DEVELOPMENT, LLC
2001 S. CYNTHIA STREET, SUITE C
MCALLEN, TEXAS 78503

SURVEYOR AND ENGINEER
WESTWOOD PROFESIONAL SERVICES
211 N LOOP 1604 E, SUITE 205
SAN ANTONIO, TEXAS 78232
(210)-265-8300

PLAT OF
MAJESTIC INTERNATIONAL
TRADE PORT: PHASE 2
SUBDIVISION

A 73.839 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS, OUT OF LOTS 47 AND 48, BLOCK 15, LOTS 49 AND 50, BLOCK 16, LOTS 51 AND 52, BLOCK 17, LOTS 53 THROUGH 55, BLOCK 18, AND A PORTION OF A 40-FOOT ROAD (NOT IN USE), AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, RECORDED IN VOL. 3, PG. 52, HIDALGO COUNTY PLAT RECORDS, AND OUT OF LOTS 3 AND 4, AS SHOWN ON THE RE-SUBDIVISION OF CLOSNER SUBDIVISION, RECORDED IN VOL. 1, PG. 56A, HIDALGO COUNTY PLAT RECORDS, BEING THE REMAINDER OF A CALLED 81.087 ACRE TRACT B - PARCEL 1, RECORDED IN DOCUMENT NO. 2021-3201939, HIDALGO COUNTY OFFICIAL PUBLIC RECORDS

GENERAL NOTES:

1. THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE SOUTH ZONE (4205), NAD83 (2011 ADJUSTMENT). DISTANCES SHOWN HEREON ARE SURFACE.

2. BENCHMARK INFORMATION:

CITY OF PHARR BENCHMARK #4, ELEVATION = 88.43' (NAVD88)
N:16,560,518.618', E: 1,067,052.203'

TEMPORARY SITE BENCHMARK: MAG NAIL AND WASHER IN CONCRETE CURB ISLAND AT INTERSECTION OF SH 365 AND US HIGHWAY 281.
N=16,558,465.51', E=1,090,499.88', ELEVATION=91.45'. (NAVD88)

3. ALL CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE OR TANGENCY DELINEATING THE BOUNDARY OF THE LAND SHOWN HEREIN AND ALL LOT CORNERS AS BEING PLATTED HAVE BEEN MARKED WITH A 1/2" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "WESTWOOD", UNLESS OTHERWISE STATED, OR LEFT AS FOUND THOSE MONUMENTS THAT REPRESENT OR REFERENCE THE BOUNDARY.

4. THE SUBJECT PROPERTY LIES WITHIN ZONE "C" AND ZONE "A" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HIDALGO COUNTY, TEXAS (UNINCORPORATED AREAS); COMMUNITY PANEL NO. 480334 0500B WITH AN EFFECTIVE DATE OF JANUARY 2, 1981. ZONE "C" IS DEFINED AS AREAS OF MINIMAL FLOODING. ZONE "A" IS DEFINED AS AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.

5. MINIMUM BUILDING SETBACK LINES SHALL BE, AS PER CITY OF PHARR ORDINANCE.

6. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED OVER ANY EASEMENT.

7. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

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

9. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.

10. DEVELOPER REQUIRED TO INSTALL WHEELCHAIR RAMPS AND LANDINGS AT TIME OF SUBDIVISION CONSTRUCTION.

11. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER, OR 18" ABOVE ADJACENT TOP OF CURB OR CROWN OF ROAD, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

12. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 12.315 ACRES AND A VOLUME OF APPROXIMATELY 33,544 ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.

13. OWNERS TO MAINTAIN DETENTION/RETENTION AREAS.

14. OWNERS TO MAINTAIN ROW AND PERIMETER OF SUBDIVISION.

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

16. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE TO MEET ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.

17. A 5' SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDINGS SHALL BE CONSTRUCTED ALONG S. VETERANS BOULEVARD AND EAST HI-LINE ROAD AT THE TIME OF THE BUILDING PERMIT PHASE.

18. THE OWNER SHALL MAINTAIN ALL FIRE PROTECTION IMPROVEMENTS APPROVED AT TIME OF BUILDING PERMIT THAT ARE NOT LOCATED WITHIN AN EASEMENT OR RIGHT OF WAY DEDICATED TO THE CITY OF PHARR

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED OWNER OF THE LAND SHOWN IN THIS PLAT, AND DESIGNATED HEREIN AS MAJESTIC INTERNATIONAL TRADE PORT: PHASE 2 SUBDIVISION TO THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES OF CONSIDERATION THEREIN EXPRESSED.

KVS DEVELOPMENT, LLC
BY: K.V. CHOWDARY, MANAGER
2001 S. CYNTHIA STREET, SUITE C
MCALLEN, TEXAS 78503

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

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

NOTARY PUBLIC
HIDALGO COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

APPROVED THIS THE ____ DAY OF _____, 2023.

DANNY WYLIJE
CHAIRMAN, PLANNING AND ZONING COMMISSION

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED. GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE, THIS THE ____ DAY OF _____, 2023.

AMBROSIO HERNANDEZ
MAYOR, CITY OF PHARR

ATTESTED: SECRETARY, CITY OF PHARR DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

PRELIMINARY SUBMITTAL
FOR REVIEW ONLY 12/04/2023
THIS DOCUMENT SHALL NOT BE RELIED ON FOR RECORDING OR ANY OTHER INTENDED USE

ON: _____ AT _____ AM/PM

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

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

BY: _____ DEPUTY

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

PRESIDENT SECRETARY

A. GREGORY GERBIG
REGISTERED PROFESSIONAL ENGINEER
P.E. REGISTRATION NO. 118740

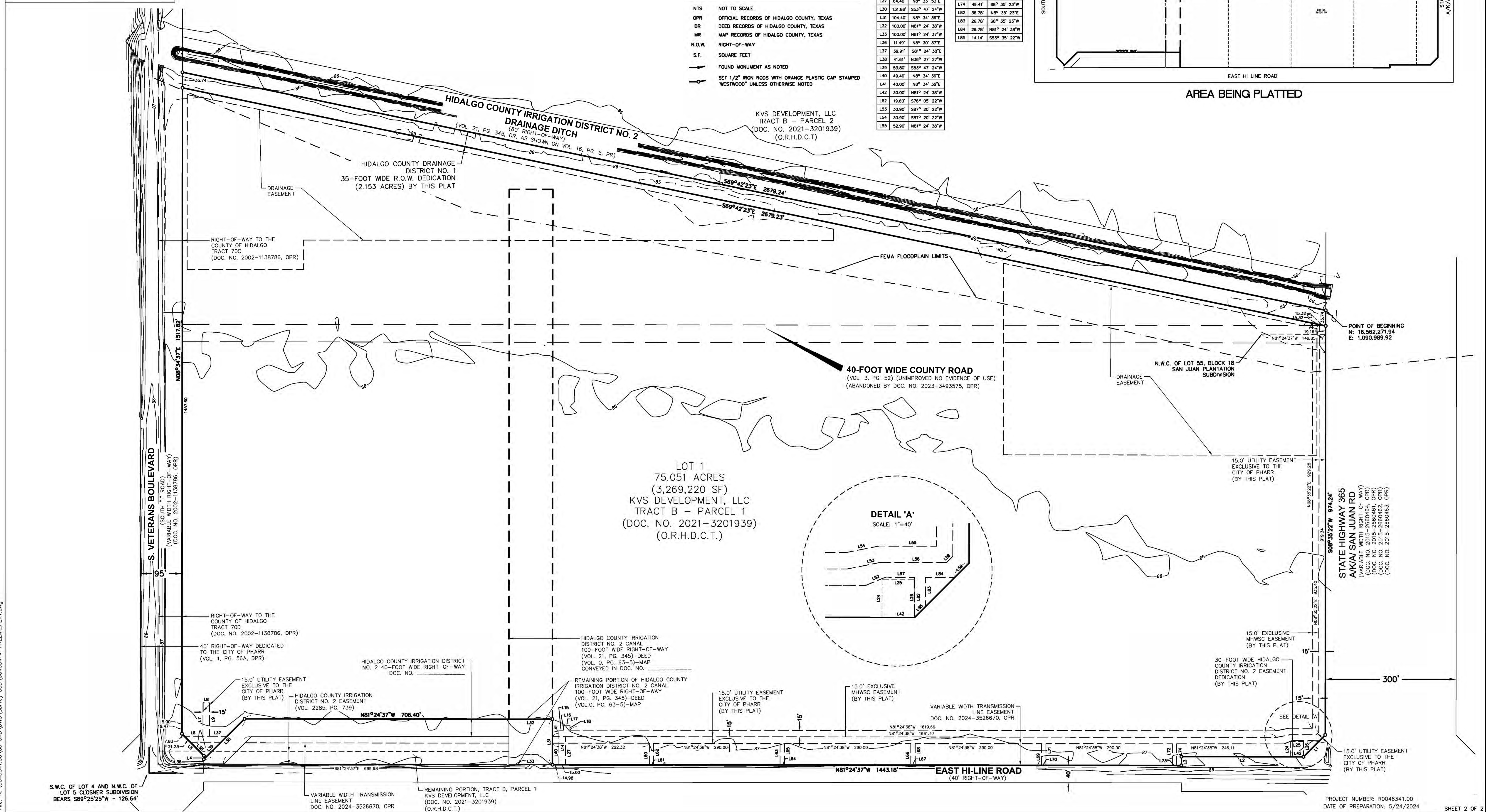
STATE OF TEXAS §
COUNTY OF DALLAS §

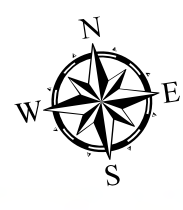
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Westwood

Phone (210) 265-8300 211 N Loop 1604 E, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

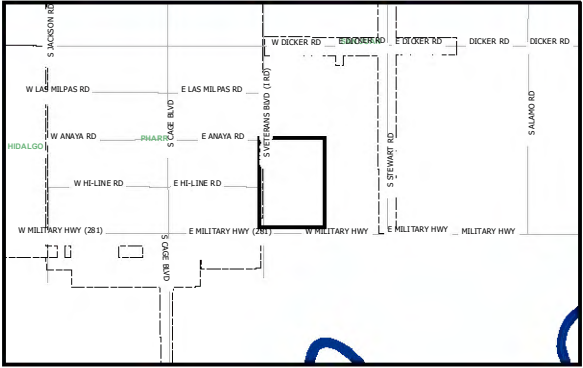
Westwood Professional Services, Inc.
TBPELS FIRM NO. 10074301 - TBPELS FIRM NO. F-11756
PROJECT NUMBER: R0046341.00
DATE OF PREPARATION: 12/05/2023





Legend

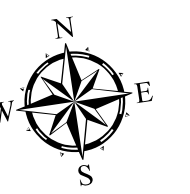
-  City Limits
-  Pharr_ETJ





City of Pharr

Majestic International Trade Port Phase 2 Annexation Zoning Map

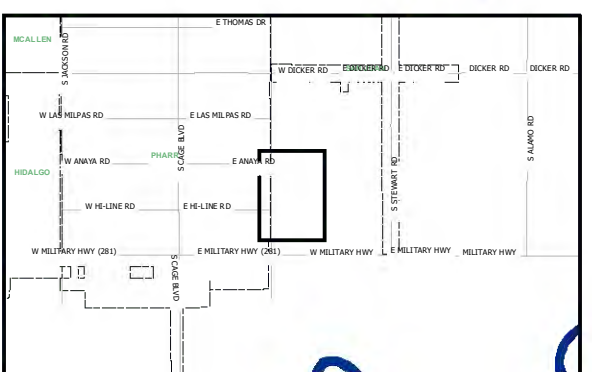


Zoning		General Business		Neighborhood Commercial	
ZONE			Business District		Office Professional
 Agricultural Open Space	 Residential Multi-Family High Density	 Drainage Easement	 PSJA ISD	 Hidalgo ISD	
 Single Family	 Townhouse	 Heavy Commercial	 Heavy Industrial	 Valley View ISD	
 Single Family Small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

Scale: 1 inch = 165 feet

0 80 160 320 480 640 Feet

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





Pharr
Development Services



Site Photo

9000 Block of South Veterans Blvd.





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: July 26, 2024

MEETING DATE: August 5, 2024

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Ordinance approving a Municipal Maintenance Agreement between the Texas Department of Transportation and the City of Pharr. ***(Adoption on One Reading)*** This item supports QL - Quality of Life.

Classification: Regular

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

Issue: There have been some recent updates to the Municipal Maintenance Agreement which includes changes to the City and State responsibilities for Controlled and Non-Controlled Access roadways. Chapter 311 of the Texas Transportation Code, states that cities are required to maintain highways within city limits, and Section 221.002 of the Texas Transportation Code, which authorizes the State to enter into agreements with the City to maintain portions of highways.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
Maria Rangel
City Management Office

Created/Initiated - 7/26/2024
Approved - 7/26/2024
Approved - 8/1/2024
Approved - 8/1/2024
Final Approval - 8/1/2024



MMA Changes

State and City Requirements

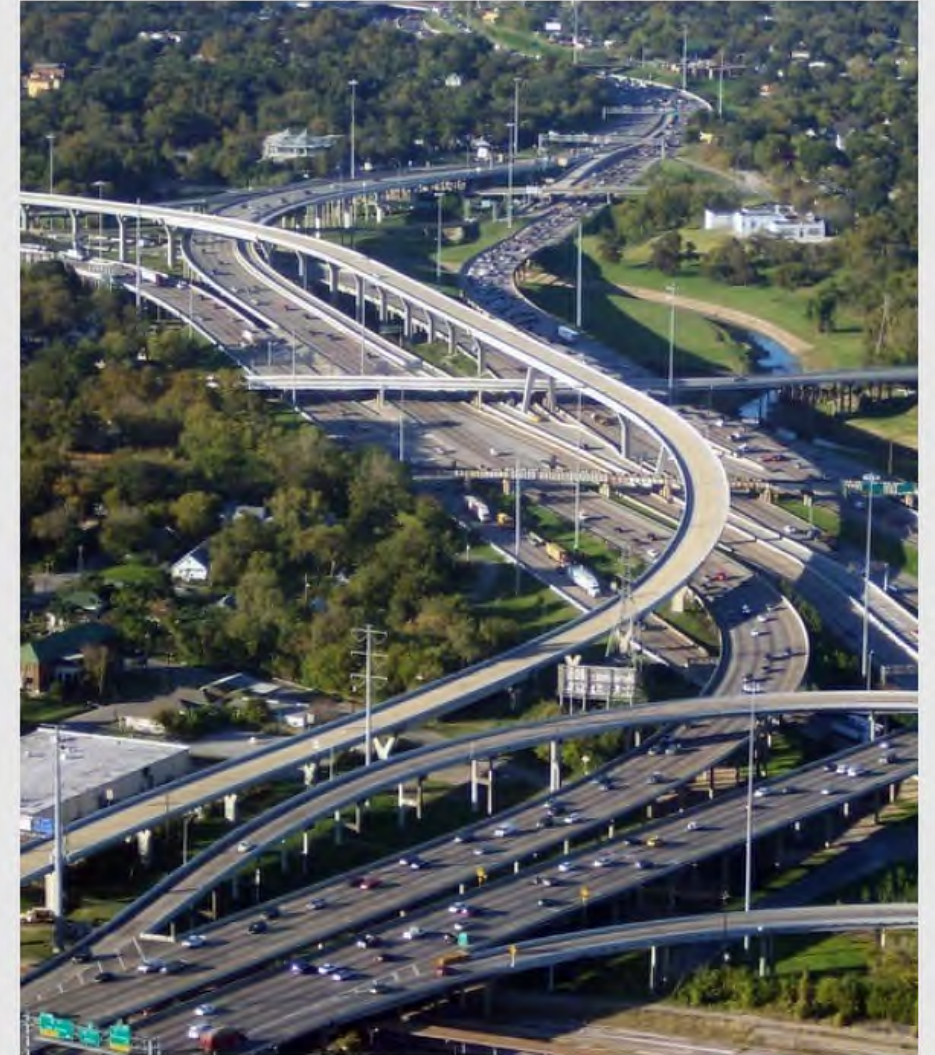


- Recently there have been some updates to the Municipal Maintenance Agreement
- Changes to City and State responsibilities for Controlled and Non-Controlled Access roadways
- Both parties should periodically check in to reflect changes to State Highway System





- Updated agreement includes specific code numbers for traffic regulations, signs, signals, and pavement markings
- Adds information and clarity for lighting projects, permitted landscaping, sidewalks, and other accessibility related items
- Includes new sections on mailbox supports and markings, roadside barriers, and structural support at bridges, culverts, drainage pipes, embankments, and retaining walls
 - **All of which are State responsibility**





State Requirements

- Responsible for structural maintenance and repair of drainage facilities within the ROW and State drainage easements

City Requirements

- Responsible for regular cleanups and litter control to ensure that drainage facilities are clear
- City still responsible for structural repair and maintenance outside of the ROW but within its corporate limits





- New construction of sidewalks or other accessibility-related items by either Party should comply with current ADA standards
- **State** is responsible for structural maintenance and repair of these items
- **City** is responsible for the maintenance of these accessibility-related items, including keeping them clear of debris and vegetation



Non-Controlled Access

City Responsibility



- City responsible for parking restrictions, crosswalks, signage and marking of intersecting streets, privately owned utilities, pavement sweeping, mowing and litter cleanup, ice control, and more
 - Mostly remains unchanged from original agreement, just adds clarity
- Specifies that the City's is still **responsible** for cleanup and litter control of drainage facilities **outside** of the right of way



Non-Controlled Access

State Responsibility



- Provides clarity that State is responsibilities for school safety devices and installation and operation of traffic signals in cities of less than 50,000 people
- Otherwise, **almost identical** to old agreement
 - Responsible for maintaining the travel surface and shoulders
 - Assist in mowing, sweeping, and ice control when requested by the City and if State resources are available



Controlled Access

City Responsibility



- The City is responsible for cleaning and sweeping any pavement that is not the traveled surface or shoulders, **including** underneath grade separated structures
- The City is responsible for mowing and picking up any litter between the ROW line and outermost curb or crown line of the frontage roads, including around drainage facilities
- The City is responsible for **everything not explicitly defined** as that of the State
 - Everything else remains the same as old agreement



Controlled Access

State Responsibility



- Mowing and litter cleanup and snow and ice control in the Right of Way are responsibility of the State
 - **Can assist** with these same items between ROW line and frontage roads and on grade separated structures “on the City’s request and if State resourced are available”
- Sweeping, installing school safety devices, and maintenance of drainage facilities **remain State responsibility** within ROW along traveled surface and shoulders



- Updated MMA document provides clarity on responsibility in an easier to read format
- Remains largely the same, with the State retaining responsibility along its Right of Way and the City retaining responsibility elsewhere



ORDINANCE NO. O-2024-____

**AN ORDINANCE APPROVING AN AGREEMENT DATED _____
BETWEEN THE STATE OF TEXAS AND THE CITY OF PHARR FOR THE
MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN
STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF
PHARR AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND
DECLARING AN EMERGENCY**

WHEREAS, the public convenience, safety and necessity of the City and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State of Texas has made it known to the City that it will assist in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

WHEREAS, projects consist of those State Highways and/or portions described and included in the form attached hereto and marked under the Municipal Maintenance Agreement.

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

SECTION 1: That the agreement dated _____, between the State of Texas and the City of Pharr for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Pharr and the same is, hereby approved.

SECTION 2: That Ambrosio Hernandez, Mayor, is hereby authorized to execute said agreement on behalf of the City of Pharr and to transmit the same to the State of Texas for appropriate action.

SECTION 3. That except as herein amended, this Ordinance shall be cumulative of all other ordinances and said Ordinances shall remain in full force and effect, unimpaired hereby.

SECTION 4: The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 5: It is hereby officially found and determined that the meeting at which this Ordinance was passed, was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____ 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ
CITY CLERK



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this adfads day of adfas 20adf, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of adfasd (population alkfdja;l, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C.** This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
- 7.** Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.

 - A.** For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
 - B.** Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
- 8.** The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
- 9.** The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
- 10.** New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B.** Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C.** Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D.** Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E.** Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F.** In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G.** Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H.** In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A.** Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C.** Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D.** Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E.** Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F.** Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G.** Perform mowing and litter pickup.
- H.** Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I.** Perform snow and ice control.
- J.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A.** Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B.** Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C.** Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D.** Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of adfasdf

State of Texas

Signature

asdfasdf

TxDOT District Engineer

asdfsad

Name

asdfasdf

Name

asdfsda

Title

adsfads

Date

adsfsad

Date

EXHIBIT "A" REVISIONS
Non-Controlled Access Highways
US 281 (Cage St.) - From US 83 South to US 281 (Military Hwy)
US 281 (Military) - From East City Limits to West City Limits
FM 3072 - From East City Limits to West City Limits
BU 83 - From West City Limits to East City Limits
FM 495 - From East City Limits to West City Limits
FM 3461 - From East City Limits to West City Limits
FM 3362 - From BU 83 North to North City Limits
FM 2061 - From BU 83 South to South City Limits
SP 600 - From US 281 (Military Hwy) South to End of State Maintenance



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: July 23, 2024

MEETING DATE: August 5, 2024

FROM: Cynthia Speedon, Administrative Assistant

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on Resolution adopting the City of Pharr's One-Year Action Plan for Program Year 2024 and its 2024-2028 Consolidated Plan and Strategy to the U.S. Department of Housing and Urban Development (HUD). **This item supports QL-Quality of Life.**

Classification: Regular

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

Issue: No comments were received during the 30-day comment period. CDBG Staff recommends approval.

Fiscal Consideration: N/A

Staff Recommendation: CDBG Staff recommends approval. No comments were received during the 30-day comment period.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Cynthia Speedon
Cynthia Garza
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 7/23/2024
Approved - 8/2/2024
Approved - 8/2/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF PHARR

R E S O L U T I O N

NO. R-2024-_____

WHEREAS, the City of Pharr, Texas has received formal notification from the U.S. Department of Housing and Urban Development (HUD) on its Program Year (PY) 2024 One-Year Action Plan allocation, and

WHEREAS, the City of Pharr's One-Year Action Plan allocation for Program Year 2024 of the Community Development Block Grant (CDBG) Program has been set at \$1,247,171.00 by HUD; and

WHEREAS, the City of Pharr has followed its Citizens Participation Process in identifying the demands and needs of the residents to award CDBG funds to Community Development activities in the City as outlined in Exhibit "A".

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

SECTION 1: The Board of City Commissioners approves that the City of Pharr hereby submits its PY 2024 Community Development Block Grant One-Year Action Plan and its 2024-2028 Consolidated Plan and Strategy to the U.S. Department of Housing and Urban Development.

SECTION 2: The Mayor is hereby authorized to sign any and all documents in relation to the One-Year Action Plan and designate the City Manager as an alternate authorized signatory.

APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS ON THIS THE _____ DAY OF AUGUST 2024

CITY OF PHARR:

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ
CITY CLERK

EXHIBIT "A"

CITY OF PHARR, HIDALGO COUNTY, TEXAS 2024 ONE-YEAR ACTION PLAN

HUD MATRIX CODE	ACTIVITY DESCRIPTION	RECOMMENDATIONS
14C	<u>Rehabilitation: Public Housing Modernization</u>	
	Housing Authority (Broadband Services)	\$ 100,000.00
03K	<u>Public Works</u>	\$ 226,050.00
	Street improvements installation of solar light	
05A	<u>SENIOR SERVICES</u>	
	<u>Amigos Del Valle</u>	
	(Meals on Wheels)	\$ 40,000.00
	<u>Area Agency on Aging</u>	\$ 30,000.00
	(Medical Equipment Assistance)	
	<u>Silver Ribbon</u>	\$ 5,000.00
	(Utility Assistance)	
	<u>LRGDVC-Aging and Disability Resource Center</u>	\$ 5,000.00
	Resources to cover daily living expenses	
	<u>COMFORT HOUSE</u>	\$ 5,000.00
	Funds will be used on the partial salary one (1) Pharr patients' caregiver	
05E	<u>TRANSPORTATION SERVICES</u>	
	Lower Rio Grande Valley Development Council (Valley Metro Transit System)	\$ 60,000.00
05G	<u>Women Together</u>	
	Battered and abused women	\$ 5,000.00
	(Funds will assist battered and abused women)	
05N	<u>ABUSED AND NEGLECTED CHILDREN</u>	
	Children's Advocacy Center	\$ 20,000.00
	(Funds will be used on partial 2 Forensic Interviewer Salaries)	
05N	<u>CAMP University</u>	\$ 4,000.00
	Funds will assist supportive stipends/mileage for adv asst severely handicapped Pharr young adults	
05N	<u>CASA DE HIDALGO</u>	\$ 3,000.00
	Funds will be used for supportive stipends/mileage of 2 court appointed social advocates	
05Z	<u>OTHER PUBLIC SERVICES</u>	
	<u>AVE-Frontera</u>	\$ 5,000.00
	Funds will assist Pharr residents for counseling	
05D	<u>To Give International (Creative Arts Studio)</u>	\$ 5,000.00

Funds will be used to assist Pharr residents with
instrumental classes

14A

REHAB: SINGLE-UNIT RESIDENTIAL

Affordable Homes of South Texas Inc. \$ 30,000.00
(Rehabilitation/Reconstruction Assistance)

14C

PLANNED REPAYMENTS OF SECTION 108 LOAN

14TH Year Repayment \$ 354,686.80

21A

GENERAL PROGRAM ADMINISTRATION

Planning and Administration \$ 249,434.20

Allocation total \$ 1,247,171.00



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: August 2, 2024

MEETING DATE: August 5, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

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

Classification: Regular

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

Issue: In accordance with the RGVMPO Bylaws and Operating Procedures, the Mayor of the City of Pharr serves as the defacto official member of the RGV-MPO Policy Board.

The RGV-MPO Bylaws and Operating Procedures further stipulates that one (1) City of Pharr elected official may be appointed to serve as an alternate member and three (3) individuals be appointed as designated proxies with all appropriate privileges assigned.

Current Members:

Designee: Mayor Ambrosio Hernandez

Alternate: Commissioner Daniel Chavez

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Ricardo Rodriguez

City Management Office

Created/Initiated - 8/2/2024

Approved - 8/2/2024

Final Approval - 8/2/2024

RESOLUTION NO. R-2024-_____

**RESOLUTION DESIGNATING
RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION MEMBERS**

WHEREAS, in accordance with the RGV-MPO Bylaws and Operating Procedures; the Mayor of the City of Pharr serves as the defacto official member of the RGV-MPO Policy Board; and

WHEREAS, the RGV-MPO Bylaws and Operating Procedures; it further stipulates that one (1) City of Pharr elected official may be appointed to serve as alternate member of the RGV-MPO Board of Directors.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PHARR that Mayor Ambrosio Hernandez be appointed as the primary member of the RGV-MPO Policy Board.

BE FURTHER RESOLVED that _____ be appointed as the secondary alternate member of the RGV-MPO Policy Board; and that the following three individuals be appointed designate proxies with all appropriate privileges assigned, to included _____, _____, _____, and copy of this Resolution shall be delivered to the RGV-MPO Office to evidence these appointments.

PASSED AND APPROVED this 5th day of August, 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

APPROVED AS TO FORM:

Ricardo Rodriguez, City Attorney

RGV Metropolitan Planning Organization
Transportation Policy Committee
Fiscal Year 2024

Name of City/County/ Entity: _____

Name of Designee: _____

Name of Alternate: _____

List 3 Proxies: _____

In accordance with House Bill (HB) 1883 and Section 1, Chapter 472, Section 472.031 of the Transportation Code,

(a) A policy board of a metropolitan planning organization designated or re-designated under 23 U.S.C. Section 134 may provide in its bylaw for appointment of voting proxies by its members.

Section 472.032 of the transportation code, further clarifies that:

(a) A proxy appointment under section (a):

- 1)** Acts on behalf of and under the supervision of the policy board member who appointed
- 2)** Must be appointed in writing; and
- 3)** Is authorized to vote for the policy board member who appointed the proxy to the extent the member has given the proxy the member's voting power.

(b) A legislative member of a policy board may not be counted absent at a meeting of the policy board during a legislative session.

(c) A legislative member of a policy board may only appoint a proxy under Subsection (a) who is:

- 1) The legislative member's employee or staff member;
- 2) A person related by consanguinity, as determined under subchapter B, Chapter 573, Government Code, who is not required to register as a lobbyist under Chapter 305, Government Code;
- 3) Another legislative member of the policy board; or
- 4) A locally elected official.

Authorization Signature

Date



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: August 1, 2024

MEETING DATE: August 5, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Discussion and action, if any, on Capital Improvement Projects. **This item supports IF - Infrastructure.**

Classification: Closed Session

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel

Ruben Alfaro

Ricardo Rodriguez

City Management Office

Created/Initiated - 8/1/2024

Approved - 8/2/2024

Approved - 8/2/2024

Final Approval - 8/2/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: July 31, 2024

MEETING DATE: August 5, 2024

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on the purchase of five-hundred fifty (550) laptops from Best Buy Stores, L.P. for an amount not to exceed \$174,900.00 utilizing OMNIA contract R201203. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The City of Pharr was awarded a grant for the creation of our public education division within TeamPharr.Net. This grant, aside from covering staffing, is also covering devices for our public who take training classes with us. This grant has a budget for 500 laptops this year, and 1,000 laptops for the next 2 years. Due to cost savings on the device selected, we were able to add an extra 50 laptops and stay within budget. - Project No. 2324-01-518-P16-01

Fiscal Consideration: \$174,900.00

Staff Recommendation: Staff recommends approval of purchase.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Mayra Gomez
Cynthia Garza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 7/31/2024
Approved - 8/2/2024
Approved - 8/2/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

Quote Details [Print](#)

Contract: Omnia Partners - Public Sector - R201203

Quote Number: 244904462

Billing Address	Rolando Morales City of Pharr, Texas 118 S CAGE BLVD PHARR, TX 78577 Phone 956-402-4900	Shipping Address	Rolando Morales City of Pharr, Texas 118 S CAGE BLVD PHARR, TX 78577 Phone 956-402-4900
------------------------	---	-------------------------	---

Qty	Product Description	Availability	Delivery Address	Price	Total Price
550	ASUS - Vivobook 14" Laptop - Intel Core i3-1215U with 8GB Memory - 128GB SSD - Quiet Blue Catalog Open Market Item BB22248267 Manufacturer X1404ZA-I38 Special Delivery	Usually ships in 3 - 5 days	Shipping Address Ship to my address	\$318.00	\$174,900.00

Product Total: \$174,900.00
Tax: \$0.00

QUOTE TOTAL: \$174,900.00

Expiration Date

- 08/21/24

Shipping Method(s)

- (Instructions:)

Payment Type

- TBD

Best Buy For Business is pleased to provide the quote you requested. We realize you have numerous options for procuring IT Products and appreciate that you contacted us. We will honor the prices on this quote through the expiration date identified above.

Given the rapid change in technology and product availability, Best Buy For Business cannot guarantee all the items on this quote will be available for purchase in the future. In that case, we will work together to make changes or modifications to your quote or order.

Thank you for partnering with Best Buy For Business on this opportunity.

The terms and conditions ("Terms") set forth herein constitute the agreement of Best Buy to sell to Client, and Client to purchase from Best Buy, products ("Products") and any associated services ("Services") and are binding on all Best Buy Business™ clients ("Clients"). Client accepts these Terms by making a purchase from or placing an order with Best Buy Business or shopping on the Best Buy Business website www.bestbuy.com/BusinessTerms ("Site"). For clarification, references to "You," "Client" or "customer" means business customer. Except in those instances where Best Buy Business and a Client enter into a separate written contract for the purchase of Products and/or Services providing for separate terms of sale, these Terms will apply. THESE TERMS ARE LIMITED TO THOSE CONTAINED HEREIN. BEST BUY HEREBY REJECTS AND WILL NOT OTHERWISE BE BOUND BY ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORM DELIVERED BY YOU TO BEST BUY, WHETHER ORAL, WRITTEN, ELECTRONIC OR IMPLIED. PURCHASE ORDERS ARE FOR ADMINISTRATIVE PURPOSES ONLY.

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Best Buy Business
7601 Penn Avenue South • Richfield, MN 55423-3645
Phone: 972-757-5846 • Fax: 952-430-9011
Business Pro: Zachary Pollack
E-mail: Zachary.Pollack@bestbuy.com



Best Buy Business Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Audio Visual Equipment, Accessories & Services

Region 4 ESC - TX

Contract Number: R201203

Initial Term: April 1, 2021 to March 31, 2024

Renewal Options: Option to renew for two (2) additional one-year periods through March 31, 2026

Not Available in New Jersey

RENEWED THROUGH March 31, 2025

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)
- [Contract Award Letter](#)
- [Contract Renewal 1](#)
- [Commonwealth Computer Company, Inc. – Authorized Certified HUB Reseller](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [RFP Addendum 2](#)
- [RFP Questions and Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.A.

DATE SUBMITTED: July 18, 2024

MEETING DATE: August 5, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action, if any, authorizing City Manager to award contract for External Auditing Services for City of Pharr and component units. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: On July 17, 2024, the Purchasing Department received three (3) Proposals for External Financial Auditor Services. Based on the review made by the City's evaluation committee, staff recommends awarding the top-ranked firm, Raul Hernandez & Company PC from Corpus Christi, TX. - Project No. 2324-01-511-S37-205.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends award of service contract for the top-ranked firm, Raul Hernandez & Company PC from Corpus Christi, TX.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Mayra Gomez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 7/18/2024
Approved - 7/19/2024
Approved - 7/22/2024
Approved - 8/1/2024
Final Approval - 8/1/2024



Pharr



PROPOSAL OPENING: JULY 18, 2024 AT 2:00 PM (CST)
LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR) PHARR CITY HALL
**PROJECT NO. 2324-01-511-S37-205 SERVICE CONTRACT FOR EXTERNAL
FINANCIAL AUDITORS**

RESPONDENTS:	
COMPANY	CITY, STATE
CARR, RIGGS & INGRAM LLC	HARLINGEN, TX
RAUL HERNANDEZ & COMPANY PC	CORPUS CHRISTI, TX
LUIS C. OROZCO, CPA	PHARR, TX



Pharr



REQUEST FOR QUALIFICATIONS (RFQ) EVALUATION MATRIX

PROJECT NAME: 2324-01-511-S37-205 RFP - SERVICE CONTRACT FOR EXTERNAL FINANCIAL AUDITORS
EVALUATOR: COMMITTEE AVERAGE: (CDR, JM, FS)
DATE: 7/18/2024

CRITERIA	ASSIGNED POINTS	CARR RIGGS & INGRAM HARLINGEN TX	RAUL HERNANDEZ & COMPANY PC CORPUS CHRISTI	LUIS C OROZCO CPA PHARR, TX
MANDATORY ELEMENTS	40	40	40	25
FIRMS EXPERTISE AND EXPERIENCE	40	37	37	20
COST	20	13	20	8
TOTAL:	100	90	97	53



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.B.

DATE SUBMITTED: July 31, 2024

MEETING DATE: August 5, 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 Network Cabling Services at city facilities with Telepro Communications from Mission, Texas through The Interlocal Purchasing System (TIPS) Contract No. 230105 **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: We are in the need of replacing and upgrading the network cabling at three city facilities to include a portion of City Hall, Office of City Communications and Public Utilities. This was budgeted and approved for this fiscal year and are now ready for the work to be completed. This will accommodate additional data drops needed at these locations as well as be able to cleanup and centralize the network management racks. Project No. 2324-01-518-S39-01

44 drops \$11,196.15 Public Utilities
44 drops \$13,202.53 Media
89 drops \$39,071.56 City Hall 2nd floor
\$63,470.20 Total

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to enter into a Service Contract for Network Cabling Services with Telepro Communications.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Mayra Gomez
Jose Pena
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick

Created/Initiated - 7/31/2024
Approved - 7/31/2024
Approved - 7/31/2024
Approved - 7/31/2024
Approved - 8/2/2024
Approved - 8/2/2024

City Management Office

Final Approval - 8/2/2024



PROPOSAL

BILL CITY OF PHARR
TO: 118 S CAGE BLVD
PHARR TX 78577

WORK CITY OF PHARR
DONE 118 S CAGE BLVD
AT: PHARR, TX 78577

CUST# 60600

Prop# 00010182

SERV.LOC. 118

-00

PHONE 956 402 4900

TERMS
NET 30

DATE
7/30/24

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
TIPS #230105			
JOB DESCRIPTION:			
RUNNING OF (89) NEW DATA CABLES AND REMOVAL OF EXSITING CABLES AFTER MOVING TO NEW BUILDING.			
19,000	CATEGORY 6 UTP PLENUM CABLE	.39 LF	7,410.00
	-PANDUIT PUP6C04BL-ULP		
178	CATEGORY 6 JACK BLUE	11.90 EA	2,118.20
	-PANDUIT CJ688TGBU		
2	48 PORT MODULAR PATCH PANEL	100.80 EA	201.60
	-PANDUIT CPP48FMWBLY		
89	CATEGORY 6 PATCH CORD 1FT	10.50 EA	934.50
	-PANDUIT UTPSP1BLY		
89	CATEGORY 6 PATCH CORD 15FT	18.20 EA	1,619.80
	-PANDUIT UTPSP15BLY		
14	SURFACE MOUNT BOX	4.88 EA	68.32
	-PANDUIT CBX1WH-A		
75	1 PORT FACEPLATE	3.29 EA	246.75
	-PANDUIT CFPL1WHY		
2	2 SPACE 19' HORIZONTAL CABLE	86.70 EA	173.40
	PANDUIT WMPF1E		
100	CAT12 J HOOK	3.08 EA	308.00
	-CADDY CAT12		
100	CAT12 J HOOK WITH CLIP	4.20 EA	420.00
	-CADDY CAT124Z34		
75	CAT32 J HOOK	6.00 EA	450.00
	-CADDY CAT32HP		
20	CAT64 J HOOK	10.80 EA	216.00

BALANCE FORWARD



BILL CITY OF PHARR
TO: 118 S CAGE BLVD
PHARR TX 78577

WORK CITY OF PHARR
DONE 118 S CAGE BLVD
AT: PHARR, TX 78577

CUST# 60600

Prop# 00010182 SERV.LOC. 118 -00 PHONE 956 402 4900

TERMS
NET 30

DATE
7/30/24

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	BALANCE FORWARD		
	-CADDY CAT64HP		
2	FIRE STOP PUTTY	31.15 EA	62.30
	-STI SSP100		
2	VELCRO	22.96 EA	45.92
	-OPEN MARKET		
2	4" READY FIRE SLEEVE	82.04 EA	164.08
	-STI FS400		
4	2" READY FIRE SLEEVE	37.41 EA	149.64
	-STI FS200		
6	1" READY FIRE SLEEVE	28.37 EA	170.22
	-STI FS100		
2	RUNWAY 12" WIDE 10FT	166.28 EA	332.56
	-CPI 10250-712		
1	RUNWAY 90 DEG. 12"	192.41 EA	192.41
	-CPI 10822-712		
2	WALL ANGLE SUPPORT KIT	38.20 EA	76.40
	-CPI 11421-712		
2	5/8" CABLE LADDER CEILING KIT	43.23 EA	86.46
189.00	LABOR (2) TECHS	125.00 RT	23,625.00

TOTAL

39,071.56



Telepro Communications
12005 N Bryan Rd.
Mission, TX 78573

QUOTE

QUOTE #:	TPCQ2542
DATE:	Jul 30, 2024

TIPS Contract# 230105

Prepared For:

City of Pharr

Media Building

Your Telepro Team:

Edgar Rodriguez

Project Estimator

erodriguez@teleprocommunications.com

Payment Terms	Valid Through
NET 30	Aug 30, 2024

Thank you for the opportunity to provide this quote. Please let us know if you have any questions.

Job Description:

Provision and installation of 44x data drops with removal of old cabling .

Data Drops as follows are shown below:

30x- data drops

12x- cameras

2x- wireless access points.

Qty	Description	Unit Price	Ext. Price
6,600	CATEGORY 6 CABLE- PANDUIT PUP6C04BL-ULP	\$0.39	\$2,574.00
44	CATEGORY 6 JACK BLUE- PANDUIT CJ688TGBU	\$11.90	\$523.60
14	SINGLE PORT SURFACE MOUNT BOX- PANDUIT CBX1WH-A	\$4.88	\$68.32
15	2 PORT FACEPLATE- PANDUIT CFPL2WHY	\$3.29	\$49.35
15	FACEPLATE BRACKET- CADDY MPLS	\$2.73	\$40.95
1	48 PORT PATCH PANEL LOADED- PANDUIT DP48688TGY	\$726.60	\$726.60
44	CAT6 PATCH CORD 1FT BLUE- PANDUIT UTPSP1BUY	\$10.50	\$462.00
44	CAT6 PATCH CORD 7FT BLUE- PANDUIT UTPSP7BUY	\$14.00	\$616.00

Qty	Description	Unit Price	Ext. Price
50	J HOOKS CAT21- CADDY CAT21HP	\$3.85	\$192.50
50	J HOOKS CAT21 WIRECLIPS- CADDY CAT21HP4Z34	\$6.53	\$326.50
1	10FT 12IN LADDER RACK- CPI 10250-712	\$166.28	\$166.28
1	WALL MOUNT LADDER RACK BRACKET- CPI 11421-712	\$38.20	\$38.20
1	5/8" CABLE LADDER CEILING KIT- MIDDLE ATLANTIC CLH-5/8CHK	\$43.23	\$43.23
59	LABOR (2) TECHS	\$125.00	\$7,375.00

To place an order, please reach out to Edgar Rodriguez at
erodriguez@teleprocommunications.com

SubTotal	\$13,202.53
Tax	\$0.00
Shipping	\$0.00
TOTAL	\$13,202.53



Telepro Communications
12005 N Bryan Rd.
Mission, TX 78573

QUOTE

QUOTE #:	TPCQ2275
DATE:	Jul 30, 2024

TIPS Contract# 230105

Prepared For:

City of Pharr

Public Utilities
801 E. Sam Houston
Pharr, TX 78577

Your Telepro Team:

Edgar Rodriguez
Project Estimator
erodriguez@teleprocommunications.com

Payment Terms	Valid Through
NET 30	Aug 30, 2024

Thank you for the opportunity to provide this quote. Please let us know if you have any questions.

Job Description:

Removal of existing cabling.

Provision and installation of 44x Category 6 drops for the following destinations:

26x- building data drops
16x- camera data drops
2x- AP data drops

****Notes****

-All cables to be Cat6 cables per request.

Qty	Description	Unit Price	Ext. Price
2,000	CATEGORY 6 OSP CABLE- PANDUIT PUO6C04BL-UQ	\$0.55	\$1,100.00
8,000	CATEGORY 6 CABLE- PANDUIT PUP6C04BU-ULP	\$0.39	\$3,120.00
2	24 PORT PATCH PANEL- PANDUIT CPP24FMWBLY	\$56.00	\$112.00
1	48 PORT PATCH PANEL- PANDUIT CPP48FMWBLY	\$100.80	\$100.80
88	CATEGORY 6 JACK- PANDUIT CJ688TGBU	\$11.90	\$1,047.20
34	2 PORT FACEPLATE- PANDUIT CFPL2WHY	\$3.29	\$111.86

Qty	Description	Unit Price	Ext. Price
44	MINICOM BLANK MODULE- PANDUIT CBX2WH-AY	\$0.42	\$18.48
10	SURFACE MOUNT BOX- PANDUIT CBXWH-AY	\$7.35	\$73.50
44	CATEGORY 6 CABLE 1FT- PANDUIT UTPSP1BUY	\$10.50	\$462.00
44	CATEGORY 6 CABLE 10FT- PANDUIT UTPSP10BUY	\$15.40	\$677.60
1	10FT 12IN LADDER RACK- CPI 10250-712	\$166.28	\$166.28
1	WALL MOUNT LADDER RACK BRACKET- CPI 11421-712	\$38.20	\$38.20
1	5/8" CABLE LADDER CEILING KIT- MIDDLE ATLANTIC CLH-5/8CHK	\$43.23	\$43.23
33	LABOR (2) TECHS	\$125.00	\$4,125.00

To place an order, please reach out to Edgar Rodriguez at
erodriguez@teleprocommunications.com

SubTotal	\$11,196.15
Tax	\$0.00
Shipping	\$0.00
TOTAL	\$11,196.15



EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

RESELLERS

TELEPRO COMMUNICATIONS



Print

Job Order Contracting(211001)Exp.Date 01/31/2025 EDGAR: [View Doc.](#)**Security Systems Products and Services(230202)**Exp.Date 04/30/2028 EDGAR: [View Doc.](#)**Technology Solutions Products and Services(230105)**Exp.Date 05/31/2028 EDGAR: [View Doc.](#)**Primary**Contact [Edgar Rodriguez](#)Title [Project Estimator](#)Phone [\(956\) 618-2360](#)Email erodriguez@teleprocommunications.com**Secondary**Contact [Daniel Backhaus](#)Title [Sr. Project Estimator](#)Phone [\(956\) 618-2380](#)Email daniel@teleprocommunications.com

Trades, Labor, and Materials (JOC)(23010402)
Exp.Date 04/30/2025 EDGAR: [View Doc.](#)

Trades, Labor, and Materials (NON-JOC)(23010401)
Exp.Date 04/30/2028 EDGAR: [View Doc.](#)

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE No
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) YES
STATES SERVED TX



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.C.

DATE SUBMITTED: August 2, 2024

MEETING DATE: August 5, 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 the Entertainment Services for Avocado Festival with AAE Holdings Inc dba All American Entertainment from Durham, NC. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: The City of Pharr is hosting the annual Avocado Festival and would like to enter into a service contract with AAE Holdings dba All American Entertainment for the event for the amount of \$300,000.00 - Project No. 2324-01-530-S40-01

Fiscal Consideration: N/A

Staff Recommendation: Staff Recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Frank Nunez

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 8/2/2024

Approved - 8/2/2024

Approved - 8/2/2024

Approved - 8/2/2024

Approved - 8/2/2024

Approved - 8/2/2024

Final Approval - 8/2/2024