

**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, DECEMBER 2, 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

B) **PUBLIC HEARING:** Solicitation of comments on the moratorium on applications or plans for development, permits, plats, verifications, rezonings, site plans or new or revised certificates of occupancy for commercial car washes within the City of Pharr. **This item supports EV - Economic Vitality.**

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 Events of Interest

B) City Engineer's Report

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 November 18, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-07 adopting an updated Procurement Card Policy Manual **(3rd and Final Reading)**. **This item supports SE - Service Excellence.** (PURCHASING)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-17 Municipal Fiber Optic Fee Schedule **(3rd and Final Reading)**. **This item supports SG - Sound Governance and Fiscal Sustainability.** (IT)

D) Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of 22.94 acres more or less, being part or portion of Lot 255, Kelly-Pharr Subdivision of Porciones 69 and 70, located on the south side of East Javelina Drive, approximately 1,700 feet west of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. **(2nd Reading)** **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

E) Consideration and action, if any, authorizing City Manager to advertise sealed bids for the Sugar-Minnesota Traffic Light Installation. **This item supports IF - Infrastructure.** (ENGINEERING)

F) Consideration and action, if any, on request from Mother Cabrini Church for assistance during the Cabalgata a la Virgen De Guadalupe on Sunday, December 8, 2024 from 1:00 p.m. to 3:00 p.m. **This item supports QL - Quality of Life.** (ADMINISTRATION)

G) Consideration and action, if any, ratifying service contract with Sunday Musical, Inc., from McAllen, Texas, for entertainment services at the New Year's Eve Ball Drop. **This item supports SE - Service Excellence.** (ADMINISTRATION)

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

1. Oscar J.E. Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Townhouse Residential District (R-TH). The property is legally described as Lot 3, Block 3, Magic Valley Investments Subdivision No. Three, Pharr, Hidalgo County, Texas. The property's physical address is 207 South Magnolia Street. COZ#241027 **This item supports EV - Economic Vitality.**

2. Oscar J.E. Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential-Small Lot (R1-A) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 1.161 acres, more or less, out of Lots 2 & 3, Block D, being all that part of the right-of-way of Lateral "F" lying east of the road in the West 320 feet of Block "D" Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 910 North Flag Street. COZ#241028 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance imposing a moratorium on applications and plans for development, permits, plats, verifications, rezoning, site plans and new or revised certificates of occupancy for commercial car washes within the City of Pharr. **(1st Reading) This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

7. ADMINISTRATIVE:

A) Submission of Certified Tax Roll Totals 2024 as of October 1, 2024. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on renewal of a three (3) year Enterprise Agreement with Microsoft through SHI Government Solutions, Inc. using Texas DIR Cooperative Contract #DIR-CPO-5237 for citywide Office 365 email and software services, in the amount of \$121,712.64. **This item supports SG - Sound Governance and Fiscal Sustainability.** (IT)

B) Consideration and action, if any, on affiliation agreement with FirstLine Holding Group for EMS student clinical rotations and EMS education. **This item supports SG - Sound Governance and Fiscal Sustainability.** (EMERGENCY MEDICAL SERVICES)

C) Consideration and action, if any, authorizing the City Manager to amend the contract with Carollo Engineers Inc. for the amount of \$121,666.00 for additional professional engineering services for the redesign of Clarifier Number 1 and 2 for the Water Treatment Plant Upgrade Project. **This item supports IF - Infrastructure.** (ENGINEERING)

D) Consideration and action, if any, on Amendment No. 2 in the amount of \$70,000.00 to the Professional Engineering Services Agreement with Trimad Consultants, LLC, for the Lift Station Number 23 Relocation and Sanitary Sewer Improvements. **This item supports IF - Infrastructure.** (ENGINEERING)

E) Consideration and action, if any, on Interlocal Agreement with the Hidalgo County Regional Mobility Authority for 0.8-miles on West Doffing Road. **This item supports IF - Infrastructure. (ENGINEERING)**

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

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

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

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

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

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

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

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

11. ADJOURNMENT:

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 27th day of November 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 27th day of November 2024





ALESSANDRA GARCIA
ASSISTANT CITY CLERK

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

Name: _____

Title: _____



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 3.A.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 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

Created/Initiated - 11/26/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 3.B.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: PUBLIC HEARING: Solicitation of comments on the moratorium on applications or plans for development, permits, plats, verifications, rezonings, site plans or new or revised certificates of occupancy for commercial car washes within the City of Pharr. **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Public hearing on the moratorium on applications or plans for development, permits, plats, verifications, rezonings, site plans or new or revised certificates of occupancy for commercial car washes within the City of Pharr.

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 11/26/2024
Approved - 11/26/2024
Final Approval - 11/26/2024

CITY OF PHARR NOTICE OF PUBLIC HEARING(S) MORATORIUM ON PROPERTY DEVELOPMENT

Effective Monday, November 25, 2024, a temporary moratorium is in effect on the development of commercial car washes. During the temporary moratorium, no department of the City will accept applications or plans for development for permits, plats, verifications, rezonings, site plans or new or revised certificates of occupancy for commercial car washes.

Purpose of the Temporary Moratorium

Recent applications for new commercial car washes have demonstrated that current regulations may be inadequate to control the impacts of such growth and development on the surrounding street network, water and wastewater facilities and other public facilities. The purpose of the temporary moratorium on commercial car washes in The City of Pharr is to address water scarcity concerns and regulate the proliferation of commercial car washes. The city will be implementing distance restrictions to prevent new car washes from being established too close to existing ones and residential districts. This measure aims to ensure sustainable water usage and minimize environmental impact while the city works on a more comprehensive development code. This temporary moratorium is necessary to maintain the status quo and suspend further commercial car washes during a period that the City receives public input on whether a continuing moratorium should be imposed. If the City Commission enacts a continuing moratorium, the City will have additional time to research and promulgate updates to its Comprehensive Master Plan, including its Land Use Plan, as well as plan for updated needs of the public facilities for the City of Pharr. Such actions are necessary in order to preserve the health, safety and general welfare of the community.

Exceptions to the Temporary Moratorium

This temporary moratorium does not affect rights acquired under Texas Local Government Code Chapter 245 or the common law, nor does it affect an application for a project in progress under Chapter 245. The temporary moratorium shall neither prohibit nor delay the processing of an application filed on or before November 25, 2024.

Duration of the Temporary Moratorium

This temporary moratorium shall remain in force until the date the City Commission adopts an ordinance imposing a continuing moratorium in accordance with law, or February 24, 2025, whichever occurs first.

Opportunities to provide input on a continuing Moratorium

Municipal residents and affected parties are encouraged to provide input on whether a continuing moratorium shall be imposed prior to the expiration of this temporary moratorium. Public hearings will be held on the following dates and times:

Public Hearing 1: Planning and Zoning Commission, Monday, November 25, 2024, 4:00 PM

Public Hearing 2: City Commission, Monday, December 2, 2024, 4:00 PM

All public hearings will be conducted in the City Commissioners' Room, located at 118 S. Cage Blvd., 2nd Floor, Pharr, Texas.

Authority for instituting a Moratorium

The City of Pharr will impose this temporary moratorium and is considering a continuing moratorium under authority pursuant to Chapter 212, Subchapter E, of the Texas Local Government Code.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: November 27, 2024

MEETING DATE: December 2, 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

Created/Initiated - 11/27/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.B.

DATE SUBMITTED: November 27, 2024

MEETING DATE: December 2, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

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
Maria Rangel
City Management Office

Created/Initiated - 11/27/2024
Approved - 11/27/2024
Final Approval - 11/27/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: November 27, 2024

MEETING DATE: December 2, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for November 18, 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 November 18, 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 - 11/27/2024
Final Approval - 11/27/2024

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, NOVEMBER 18, 2024
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, November 18, 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. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Daniel Chavez
Comm. Ricardo Medina

STAFF PRESENT: Jonathan Flores, City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Maria Rangel, City Engineer
Jamison Merrick, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Director
Daniel Ramirez, EMS Chief
CJ Sanchez, Pharr Chamber President
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Comm. Dir.
Abel Molina, Interim Special Events Director
Elizabeth Diaz, Grants Director

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.

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING NOVEMBER 18, 2024 AS MAYORS' MONARCH PLEDGE DAY.

Jonathan Flores, City Manager, introduced the item.

Remy Vargas, Urban Ecologist, stated this proclamation showed the City's commitment to protect the monarch butterfly population. He encouraged city residents to plant native milkweed and other nectar plants to provide a healthy habitat for the monarch butterfly.

Comm. Flores read the proclamation proclaiming November 18, 2024 as Mayors' Monarch Pledge Day and presented proclamation to Remy Vargas.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

B) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON THE VOLUNTARY ANNEXATION OF 22.94 ACRES MORE OR LESS, BEING PART OR PORTION OF LOT 255, KELLY-PHARR SUBDIVISION OF PORCIONES 69 AND 70, LOCATED ON THE SOUTH SIDE OF EAST JAVELINA DRIVE, APPROXIMATELY 1,700 FEET WEST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR NOVEMBER 2024.

Jonathan Flores, City Manager, introduced the item and briefly reported the City of Pharr showed a decrease of -2.64% year to date true growth. He further stated Jamison Merrick, Finance Director, was in the audience and questions could be entertained at this time.

B) RECOGNITION OF PHARR OFFICE OF CITY COMMUNICATIONS FOR AWARDS RECEIVED FROM (NATOA) NATIONAL ASSOCIATION OF TELECOMMUNICATIONS OFFICERS AND ADVISORS AND (TATOA) TEXAS ASSOCIATION OF TELECOMMUNICATIONS OFFICERS AND ADVISORS.

Jonathan Flores, City Manager, introduced the item and recognized Yuri Gonzalez, Office of Communications Director, and staff for three awards received from the National Association of Telecommunications Officers and Advisors and three awards received from the Texas Association of Telecommunications Officers and Advisors.

Yuri Gonzalez, Office of Communications Director, stated the Office of Communications staff were recipients of National and State awards and showcased a video recap of recognition.

Mayor Hernandez congratulated the staff for their hard work in obtaining these awards.

C) CITY EVENTS OF INTEREST

Jonathan Flores, City Manager, introduced the item.

Yuri Gonzalez, Chief Communications Officer, presented video recaps of the DHR Health Behavioral Hospital Groundbreaking Ceremony and a promotional video of Winter Wonderland event.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR NOVEMBER 4, 2024 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS OF THE CITY OF

PHARR, TEXAS AND ANNEXING NEW TERRITORY INTO THE CITY OF PHARR CONSISTING OF 55.97 ACRES OF LAND AND RIGHT-OF-WAY OUT OF THE NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, GENERALLY LOCATED ON SOUTH VETERANS BOULEVARD AND STATE HIGHWAY 365, AND ALONG THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS. (3RD & FINAL READING) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2024-07 ADOPTING AN UPDATED PROCUREMENT CARD POLICY MANUAL (2ND READING). THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)**
- D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2024-17 MUNICIPAL FIBER OPTIC FEE SCHEDULE (2ND READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (IT)**
- E) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF ADDITIONAL HOME EQUIPMENT NEEDED FOR PHARR CONNECT FROM CALIX, INC, THROUGH SOLE SOURCE PROPOSAL IN AN AMOUNT NOT TO EXCEED \$933,422.60. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (IT)**
- F) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. LEM GROUP LLC, D/B/A THE BRIDGE BAR, 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 A 0.099-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOTS 1 & 2, LUVIL LLC ESTATES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 508 WEST IH-2 SUITES 12 & 13. CUP#210741 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 2. KRYSTALL EVENT CENTER, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.51 ACRES, MORE OR LESS, OUT OF LOT 1, WILLOW GROVE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1200 WEST SAM HOUSTON BLVD, SUITE B. CUP#230715 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
- G) PLATS:**

MINUTES: REGULAR CALLED MEETING
November 18, 2024

1. **FORESITE GROUP, REPRESENTING ZARAGOZA HINOJOSA JR. GENERAL PARTNER FOR HEAVY INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED CROSS CC PHARR SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 2.133 ACRE TRACT OF LAND, LOCATED IN THE A. VELASCO SURVEY, PORCION 70, ABSTRACT 45 AND BEING A PORTION OF A CALLED 19.36 ACRE TRACT OF LAND ALSO BEING A PORTION OF LOTS 13 AND 14 OF THE L.R. BELL DEVELOPMENT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1400 BLOCK OF EAST FERGUSON AVENUE. SUB#240307 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
2. **RIO DELTA ENGINEERING, REPRESENTING ALVARO GONZALEZ, MANAGER FOR LOS HOTELES, LP., REQUESTED PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED RE-PLAT OF LOT 1 OF LOS HOTELES SUBDIVISION NO. 2. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 3.66 ACRE TRACT OF LAND, SAME BEING A RESUBDIVISION OF ALL OF LOT 1 OF LOS HOTELES SUBDIVISION NO. 2, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 300 BLOCK OF WEST NOLANA LOOP. SUB#241029 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
3. **MELDEN & HUNT, INC., REPRESENTING SHAVI MAHTANI, PRESIDENT OF DOMAIN DEVELOPMENT CORP., REQUESTED PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED VACATING OF WEST RIDGE ESTATES SUBDIVISION TO REPLAT OF WEST RIDGE ESTATES (PRIVATE) SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A RE-SUBDIVISION OF 17.727 ACRES, BEING ALL OF WEST RIDGE ESTATES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 5100 BLOCK OF NORTH SUGAR ROAD. SUB#241026 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
4. **MELDEN & HUNT, INC., REPRESENTING SHAVI MAHTANI, PRESIDENT OF DOMAIN DEVELOPMENT CORP., REQUESTED PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED VACATING OF WEST RIDGE ESTATES PHASE 2 SUBDIVISION TO REPLAT OF WEST RIDGE ESTATES PHASE 2 (PRIVATE) SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A RE-SUBDIVISION OF 17.727 ACRES, BEING ALL OF WEST RIDGE ESTATES PHASE 2 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 800 AND 900 BLOCK OF WEST MINNESOTA ROAD. SUB#241027 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

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

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

Ordinance No. O-2024-35 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR, TEXAS AND ANNEXING NEW TERRITORY INTO THE CITY OF PHARR CONSISTING OF 22.94 ACRES MORE OR LESS, BEING PART OR PORTION OF LOT 255, KELLY-PHARR SUBDIVISION OF PORCIONES 69 AND 70, LOCATED ON THE SOUTH SIDE OF EAST JAVELINA DRIVE, APPROXIMATELY 1,700 FEET WEST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS. (1ST READING) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)**

Jonathan Flores, City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION SUBMITTING ENTITLEMENT VOTES FOR CANDIDATE(S) TO THE APPRAISAL DISTRICT BOARD OF DIRECTORS 2025-2027. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item and recommended all one hundred sixty (160) votes go to Albert Cardenas.

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

Resolution No. R-2024-63 is filed with the City Clerk's Office.

ITEM 8. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AWARDED SERVICE CONSTRUCTION CONTRACT TO PAVING MARKINGS INC. OF DONNA, TEXAS FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A SUBSCRIPTION SERVICES AGREEMENT WITH SPECTRUM TECHNOLOGIES FOR ANTI-VIRUS SOFTWARE FOR COMPUTER**

EQUIPMENT, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT DIR-TSO-4383. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (IT)

Jonathan Flores, City Manager, introduced the item.

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

ITEM 9. CLOSED SESSION

None

ITEM 10. RECONVENE

None

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Mayor Hernandez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:23 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 18th DAY OF NOVEMBER 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.

MINUTES: REGULAR CALLED MEETING
November 18, 2024

ATTEST:

IMELDA PEREZ, CITY CLERK

APPROVED:

DRAFT



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: November 21, 2024

MEETING DATE: December 2, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-07 adopting an updated Procurement Card Policy Manual (***3rd and Final Reading***). This item supports **SE - Service Excellence**.

Classification: Consent

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

Issue: As part of our commitment to be transparent and to demonstrate good internal control practices, the City of Pharr is revising and isolating its Procurement Card Manual adopted March 2024 by ordinance.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval on Procurement Card Policy Manual

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Mayra Gomez
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 11/21/2024
Approved - 11/22/2024
Approved - 11/25/2024
Approved - 11/26/2024
Approved - 11/26/2024
Final Approval - 11/26/2024

ORDINANCE NO. O-2024-__

AN ORDINANCE AMENDING ORDINANCE NO. O-2024-07, THE CITY OF PHARR PURCHASING PROCUREMENT CARD POLICY MANUAL AS THE AUTHORITATIVE GUIDE TO PURCHASING ACTIONS; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

Section 1: The City Manager or his designated representative shall act as purchasing agent for the City and shall purchase all merchandise material and supplies needed by the City and will establish a suitable storehouse where such supplies shall be kept and from which the same shall be issued as needed. He shall adopt such rules and regulations as he shall deem necessary governing requisitions and transaction of business between himself and the department heads, officers and employees of the City.

SECTION 2: REPEALING CLAUSE. This Ordinance, as well as the attached purchasing procurement card policy manual, shall be enforce and apply to all personnel and agents of the City of Pharr and vendors. This ordinance shall incorporate herein all other ordinances that exist in the Pharr Code of Ordinances not in direct conflict with this Ordinance as such are hereby abolished, and repealed to the extent of the conflict, and this Ordinance shall supersede any provisions in conflict herewith. All other provisions of the above described ordinance shall remain in full force and effect.

SECTION 3: SEVERABILITY CLAUSE. If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of November, 2024.

CITY OF PHARR

Ambrosio Hernandez Mayor

ATTEST:

Imelda, Perez, City Clerk

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of November, 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda, Perez, City Clerk

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of December, 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda, Perez, City Clerk



Pharr



2/5/2024

PURCHASING DEPARTMENT

PROCUREMENT CARD POLICY MANUAL

DRAFT

Mayra Gomez
PURCHASING DIRECTOR

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PROCUREMENT CARD POLICIES AND PROCEDURES

INTRODUCTION

Welcome to the City of Pharr's Procurement Card Program. This program is designed to reduce the flow of paperwork and at the same time provide better controls on all low-dollar purchases (purchases less than \$2,000.00) made at the department level. The Procurement Card can and may be utilized for larger purchases if approved by the City Manager.

The City of Pharr departments shall provide an opportunity for competitive bidding, on request(s) for informal verbal and/or written bids, proposals, and/or price quotations when the anticipated expense is expected to exceed \$2,000.00. Informal bids, proposals, and/or price quotations may be delivered electronically, by e-mail, fax, phone, by person, and/or courier. Informal price quotes must be listed in the comments area of the transaction detail. In a case of "emergency" the requirement for solicitation for bid(s), proposal(s), and/or request for informal price quotation(s) may be waived by the Department Head at the department level and must be documented accordingly. Departments shall be responsible for ensuring compliance with the Purchasing Policies and Procedures Manual (i.e., Insurance Requirements, State and Federal Funding Requirements, etc.)

The success of the Procurement Card Program and its continuing use depends on the participation and cooperation of all City employees that will be issued Procurement Cards. The primary responsibility for ensuring compliance with these Policies and Procedures belongs to the individual Department Heads. Department Heads shall ensure that Assistant Director/Manager/Supervisors and Cardholders are in strict compliance with this Purchasing Manual.

A. GENERAL INFORMATION

The Procurement Card is a credit tool that is issued by a bank. This credit tool offers an extremely efficient and effective method of purchasing and paying for small dollar items with a not to exceed total value of \$2,000.00 per transaction.

In the rare instance that a vendor is not set up to accept credit cards, the department has the option of entering a small dollar amount Request for Purchase (Requisition) through the City's Financial Management system.

The Procurement Card shall enable employees of the City of Pharr to purchase non-restrictive commodities, by telephone, on the Internet, or in person, direct from the vendors. The Procurement Cards shall be issued in the employee's name and the City of Pharr's name shall be clearly indicated on each card.

All purchases made with the Procurement Card shall be paid by the bank that the City of Pharr contracts with for the Procurement Card Service. The Bank on contract will then bill the City of Pharr.

B. PROCUREMENT CARD PROGRAM DESIGNEE(S)

The City of Pharr's Procurement Card Program shall be utilized and/or administered by City employees in one of the following designations:

DEPARTMENT DIRECTOR

The Department Director shall select responsible and trustworthy individuals to participate in the P-Card Program. Department Director shall select Assistant Director, Manager(s), Supervisor(s) and Cardholder(s) to participate in the P-Card Program. In the absence of the Department Director, he/she may authorize his/her Assistant Director to approve P-Card transactions online and on paper. Under normal circumstances, the Department Director shall approve all P-Card transactions on the P-Card Program software, affix signature on receipts and support documentation for all cardholder(s) transaction(s). The Department Director shall ensure that all transactions are supported with proper documentation and that this documentation reaches the Finance Department (Accounts Payable) in an organized and timely manner. Department Head shall be responsible for providing sufficient internal department controls with separation of duties to guard against misappropriation of products and/or services. Periodic reporting shall be reviewed monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes.

ASSISTANT DIRECTOR/MANAGER/SUPERVISOR

Assistant Director/Manager(s)/Supervisor(s) shall be selected by their respective Department Director. In the absence of the Department Head, the Assistant Director may authorize and/or approve P-Card transactions. Assistant Director shall approve all P-Card transactions on the P-Card Program software, affix signature on receipts and support documentation for all cardholder(s) transaction(s). Assistant Director shall ensure that all transactions are supported with proper documentation and that this documentation reaches the Finance Department (Accounts Payable) in an organized and timely manner. Similarly, Assistant Director, Managers, and Supervisors shall be responsible for the activity of subordinates. Periodic reporting shall be reviewed monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes.

CARDHOLDER

Cardholders shall be selected by their respective Department Director. City employees selected to participate as a "Cardholder" shall utilize the Procurement Card as a resource for non-routine purchases of authorized goods and services in strict compliance with the City of Pharr's Purchasing Policies and Procedures Manual. The Cardholder shall approve his/her transaction activity. The Cardholder is responsible for reviewing his/her transactions and shall report any suspicion of fraudulent activity to the Bank on record and to the Purchasing Department. The Cardholder is responsible for resolving disputes and issues associated with his/her P-card transactions. The Cardholder is responsible for reviewing periodic reporting for efficiency purposes.

PROGRAM ADMINISTRATOR (PURCHASING DEPARTMENT)

The Director of Purchasing and/or his/her designated representative shall administer the Procurement Card program for the City of Pharr and shall be the first point of contact regarding the proper use of the Procurement Card or the interpretation of the procurement card policy manual. The Program Administrator shall be completely knowledgeable of every aspect of the program and as such shall be responsible for all Cardholders in respect to the proper use of the Procurement Card. The program administrator shall approve and process p-card applications and shall provide p-card training.

FINANCE DEPARTMENT – FISCAL MANAGEMENT ANALYST

The Finance Department shall be first point of contact for reconciliation, verification of purchase activities, and/or correct any problems in respect to account codes, hierarchy of department

account structure, disputes, etc. The FMA shall be the final approval of transactions on P-Card statement and shall be responsible for providing responses and required documentation related to the monthly p-card reports. The FMA shall be completely knowledgeable in every aspect of the program and must complete p-card training at least once very fiscal year.

C. SEGREGATION OF DUTIES

To ensure proper internal controls, each department must maintain a separation of duties for the electronic review and approval of all transactions in the P-card program. Cardholder, Department Head and/or Assistant Director/Manager/Supervisor(s) must approve transactions in the Procurement Card program software. Under no circumstances should the same individual be the reviewer and the approver.

D. RENEWAL OF EXISTING PROCUREMENT CARD

Renewed procurement cards are automatically sent to the Purchasing Department thirty (30) days prior to the expiration date. The Purchasing Department shall notify individuals when cards are available to be picked up.

E. ISSUANCE OF PROCUREMENT CARDS

Cards will be issued in the name of the individual employee and the City of Pharr. Any Department may request a Procurement Card be issued to a full-time regular employee (who has successfully passed his/her introductory period), who has been selected by the Department Director to perform the duties of procuring goods and/or services for that department in strict compliance with the existing Purchasing Policies and Procedures Manual. We caution all Department Directors in their selection of responsible personnel for this program.

F. CRITERIA TO RECEIVE A PROCUREMENT CARD

- 1) Applicant must be a full-time employee of the City of Pharr, with no less than six (6) months of employment (Under special circumstances this requirement may be waived by the City Manager and/or Deputy/Assistant City Manager, or their designated representative(s).
- 2) Applicant's request for a Procurement Card must be approved by his/her Department Director. (Request for Procurement Card shall be submitted in e-mailing via the application process.)
- 3) Applicant must be assigned to a department Admin Assistant selected by his/her Department Director.
- 4) Each individual cardholder must sign a Cardholder Agreement (see Attachment "A") in the presence of the Department Director, Assistant Director/Manager/ Supervisor or Procurement Card Administrator – Purchasing Department.

G. DEPARTMENT HEAD RESPONSIBILITIES

- 1) Ensure that the Cardholder(s) and Department Administrators Assistant (s) comply with the Procurement Card Policies and Procedures as outlined in the Purchasing Policies and Procedures Manual.
- 2) Responsible to give the City of Pharr assurances that the Cardholder(s) are in strict compliance with these Policies and Procedures.
- 3) Responsible for reviewing/approving transaction activity in the Procurement Card software, as well as in hard-copy form, ensuring proper support documentation is maintained and turned into the Finance Management Analyst in an organized and timely manner.
- 4) Responsible to be thoroughly familiar with the program guidelines.

- 5) Responsible for taking disciplinary action when necessary. A copy of the action form shall be submitted to the City Manager and/or Assistant City Manager, as required.
- 6) Responsible for obtaining the Procurement Card from cardholder upon termination of employment (resignation or termination) and returning the card to the Purchasing Department.
- 7) Responsible for obtaining the Procurement Card from cardholder upon transfer to other City of Pharr department and returning the card to the Purchasing Department.
- 8) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

H. ASSISTANT DIRECTOR/MANAGER/SUPERVISOR RESPONSIBILITIES

- 1) Ensure that the Cardholder(s) complies with the Procurement Card Policy Manual.
- 2) Responsible to be thoroughly familiar with the program guidelines.
- 3) Responsible for reviewing transaction activity and support documentation.
- 4) In the absence of the Department Head, is responsible for reviewing/approving transaction activity in the Procurement Card software, as well as in hard-copy form, ensuring proper support documentation is maintained and turned into the Finance Department in an organized and timely manner.
- 5) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

I. CARDHOLDER RESPONSIBILITIES

- 1) Responsible for ensuring that products and/or services are procured in strict compliance with the Purchasing Policies and Procedures Manual.
- 2) Ensure the Procurement Card is used for legitimate City business purposes.
- 3) Ensure that Insurance Requirements are met before services are rendered.
- 4) Responsible for ensuring that products and/or services being procured have been delivered and are accounted for.
- 5) Always maintain the Procurement Card in a secure location.
- 6) Must not allow other individuals to use their Procurement Card.
- 7) Must use the Procurement Card within its purchase limits and restrictions.
- 8) Receive and inspect all ordered materials and/or services for discrepancies.
- 9) Obtain, sign, and reconcile all receipts against corresponding weekly report.
- 10) Must match receipts to appropriate transaction(s), indicating proper charge-to account for expenses.
- 11) Must upload scanned receipts to Procurement Card software and check-off transaction approval noting price quotes obtained, charge-to account(s), etc.
- 12) Submit reconciled weekly report to Department Admin Assistants along with receipts, in an organized manner. If receipts are not submitted, a justification memo must accompany the weekly report.
- 13) Must never accept cash, gift cards, or gift certificates in lieu of credit to the Procurement Card.
- 14) Ensure that Sales Taxes are not charged (cardholder is responsible for obtaining City reimbursement of sales tax)
- 15) Immediately notify the Purchasing Department and bank institution of a lost or stolen Procurement Card.
- 16) Attempt to resolve disputes or billing errors, if any, with the vendor. The Finance Department must be notified of all disputes. All documentation concerning the disputed items will be turned into the Finance Department as soon as possible. Finance will follow dispute procedures.

- 17) Report any erroneous transactions to the Purchasing Department.
- 18) Report/notify fraudulent activity to Purchasing Department.
- 19) Report lost or stolen cards to the Purchasing Department and Bank on record.
- 20) Must return Procurement Card to Department Admin Assistants upon transfer to another department.
- 21) Must return Procurement Card to the Purchasing Department upon resignation/termination of employment.
- 22) Must request a "new card" and turn-in "existing" Procurement Card if legal name changes. (i.e.: marriage, divorce, etc.).
- 23) Cardholders must review each transaction at least weekly thus indicating the transaction is valid.
- 24) Save all sale(s) receipts, credit-memos, and pertinent documentation.
- 25) If for some reason the cardholder does not have documentation of the transaction to send with the statement, the cardholder must try to obtain a copy and if this is not possible, details of the purchase must be attached via memorandum (with Department Head signature). The detail will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendor name and why there is no supporting documentation. Continued incidents of missing documentation may result in disciplinary action.
- 26) The Cardholder is responsible for obtaining a credit memo from a supplier, when the merchandise that was purchased with the City P-Card is returned to the supplier. The credited amount will be applied to the cardholder's account. Cash refunds are prohibited.
- 27) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

J. DEPARTMENT LIASON RESPONSIBILITIES

- 1) Coordinate meeting with card holders within the department for reconciling receipts against weekly reports.
- 2) Ensure that all complete and reconciled weekly reports are submitted monthly to the Finance Department, Fiscal Management Analyst for review and reconciliation by scheduled due date.
- 3) Responsible for verifying and/or changing accounting codes for all transactions, when necessary, on the weekly Department reports prior to the cut-off date established by the Procurement Card Program Administrator (Finance – FMA)
- 4) Must notify Procurement Card Program Administrator (Purchasing Department) of any purchase violations, lost or stolen cards.
- 5) Must advise Procurement Card Program Administrator (Purchasing Department) to cancel a Cardholder's card (i.e., department transfer, loss of Procurement Card privileges due to misuse/violations, etc.) with the approval of the Department Head.
- 6) Responsible for collecting and turning in "canceled procurement cards" to the Procurement Card Program Administrator (Purchasing Department).

K. PROGRAM ADMINISTRATOR RESPONSIBILITIES (PURCHASING DEPARTMENT)

- 1) Responsible for Policy interpretations and/or clarifications.
- 2) Review Procurement Card applications turned in by the Departments for completeness of required information.
- 3) Approve application(s), request new, renewal, or replacement Procurement Card(s), and disburse upon receipt.

- 4) Responsible for training as to the proper use of the Procurement Card, Department Admin Assistants and Cardholder(s) before releasing Procurement Cards.
- 5) Responsible for having all Cardholders sign the Cardholder Agreement(s) signifying agreement with the terms of the Procurement Card Program.
- 6) Responsible for securing all canceled Procurement Cards and advising Bank (electronically).
- 7) Responsible for updating Procurement Card system, assigning access and removing users as necessary.
- 8) Responsible for maintaining Procurement Card Policies and Procedures updated.

L. PROGRAM ADMINISTRATOR (FINANCE – FISCAL MANAGEMENT ANALYST) RESPONSIBILITIES

- 1) Responsible for the training of all Department Admin Assistants and Cardholders in the proper way of reconciling and properly coding all transactions against weekly reports.
- 2) Understanding the electronic media that the City will use to communicate with the Bank on contract. Be familiar with all report formats to be used with the program.
- 3) Responsible for reconciling weekly transactions totals to Bank statement.
- 4) Responsible for advising of cut-off date for approvals and/or changes to default account code changes.
- 5) Notify the department when approved monthly department statements are not received. Responsible for preparing bill for payment to the Bank on contract.
- 6) Responsible for reconciling the hard copy of the bank's bill against the bank's electronic file and the transaction totals posted to the City's Financial Management system.
- 7) Responsible for establishing hierarchy of department account code structure.
- 8) Responsible for providing charge to chart of accounts for each respective department.
- 9) Keep all necessary documentation in respect to all transactions for audits by the internal and external auditors.
- 10) Report P-Card misuse to the Finance Director and cc to the Purchasing Department

M. PROHIBITED USES OF PROCUREMENT CARD

Resulting in Disciplinary Action (**only City Manager and/or Assistant City Manager can waive any of these prohibited uses**).

- 1) The Procurement Card is used for personal or unauthorized purposes.
- 2) The Cardholder receives cash, gift cards, or certificates in lieu of credit.
- 3) The Cardholder purchases gift cards without proper written approval unless approved, in writing, by the City Manager and/or Assistant City Manager.
- 4) The Cardholder purchases gifts for employee annual events, promotional events, and/or Retirement parties, luncheons, or dinner.
- 5) The Cardholder allows the card to be used by another individual for valid purchases.
- 6) The Cardholder splits a purchase to circumvent the card limits.
- 7) The Cardholder uses another Cardholder's card to circumvent the authorized purchase limits assigned to either the Cardholder or the limitations of the Card.
- 8) The Cardholder fails to ensure the receipt of products and/or services procured with their card has been delivered and are accounted for.
- 9) The Cardholder refuses and/or fails to provide Department Administrator Assistant with required receipts.
- 10) The Cardholder refuses and/or fails to provide information about any specific purchase.

- 11) Sponsorship(s)/donation(s) are prohibited.
- 12) Alcohol Beverages are prohibited.
- ~~13) Service charge tips are prohibited.~~

N. MEALS

Payment may be authorized for the actual cost of meals for elective and appointive officials and city employees, for business meetings or training sessions where attendance is advantageous to the City of Pharr, and where ALL of the following requirements are met:

1. The purpose of the meeting is to conduct official city business or to provide training to city employees or city officials; AND
2. The meals are an integral part of the business meeting or training session. Integral is defined as: "essential to completeness; part of the curriculum; formed as a unit with another part." AND
3. The meeting or training is a special situation or occasion outside of the normal daily business of city employees. City funds may not be used to provide meals for staff parties, routine staff meetings, routine departmental meetings, or any event deemed to be social in nature; AND
4. Approval is obtained prior to the meeting, as documented by a properly completed Request for Approval – Meals with Meetings form signed by the department director; AND
5. Any added tip may not exceed 15% of the cost of the food, excluding tax; AND
6. The city obtains an itemized receipt for the actual cost of the meals; AND Exceptions to these guidelines must be pre-approved by the City Manager.

When submitting receipts for authorized business meeting meals, cardholder shall indicate name of attendees and meeting purpose.

O. SPLIT TRANSACTIONS

CHARGES FOR AN ITEM MUST NOT BE SPLIT INTO SEPARATE PAYMENTS TO CIRCUMVENT THE SINGLE TRANSACTION LIMIT.

1. Always remember your single transaction limits when considering a purchase.
2. If your limit is not sufficient, do not continue with the purchase without having prior approval from the P-Card Administrator and verification that a one-time change to your profile has been made.
3. If purchase is made over the phone or internet, confirm full transactional pricing with shipping and handling before approving the charge. Be sure that the purchase excludes sales and use tax and is not split into separate transactions. Some suppliers will take it upon themselves to split transactions in order to complete the sale.
4. Contact your P-Card Administrator for assistance with reviewing your limits.

P. P-CARD USE AND GUIDELINES

- The P-Card is issued in the Cardholder's name with a unique number. All purchases made on the P-Card must be made by the individual to whom the card is issued. The Cardholder is responsible for the security of the Purchasing Card and the transactions made with it.
Failure to follow the guidelines of the P-Card Program could result in disciplinary action, including termination.

- The P-Card is a corporate credit card that must only be used to make authorized City of Pharr purchases.
- Cardholders may use the P-Card to purchase supplies, materials, and services to include reservations related to City business, which do not exceed the single dollar transaction limit that was established by Purchasing Director.
- Cardholders must not exceed the maximum monthly dollar limit assigned to the P-Card in any given month without prior authorization from the Purchasing Director or designee.
- It is the responsibility of the Cardholder to resolve any disputes with the Supplier. If a resolution cannot be reached, the Cardholder should report the problem to their Department P-Card Liaison for assistance.
- The P-Card is **NOT** for **PERSONAL** use.

Q. SALES AND USE TAX - THE CITY OF SAN PHARR IS EXEMPT FROM TEXAS SALES AND USE TAX. THIS IS NOTED ON EACH CARD. THE CARDHOLDER SHOULD INFORM THE VENDOR BEFORE MAKING A TRANSACTION. IF A SUPPLIER IS REQUESTING A TAX-EXEMPT NUMBER, PLEASE CONTACT THE FINANCE DEPARTMENT FOR THE APPROPRIATE FORM. BE PREPARED TO PROVIDE THE SUPPLIER'S NAME AND ADDRESS, AS WELL AS A DESCRIPTION OF THE PURCHASE. IT IS RECOMMENDED THAT CARDHOLDERS REQUEST THE FORM PRIOR TO MAKING A PURCHASE.

R. SECURITY OF THE PROCUREMENT CARD - THE CARDHOLDER IS RESPONSIBLE FOR THE SECURITY OF THE P-CARD. IT SHOULD BE TREATED WITH THE SAME LEVEL OF CARE AS THE CARDHOLDER WOULD HIS/HER OWN PERSONAL FUNDS. GUARD THE ACCOUNT NUMBER, CVV, PIN, ETC. CAREFULLY. IT SHOULD NOT BE POSTED IN A WORK AREA OR LEFT IN A CONSPICUOUS PLACE. THE CARD IS TO BE USED FOR CITY OF PHARR BUSINESS PURPOSES ONLY AND ONLY BY THE PERSON NAMED ON THE CARD.

S. P-CARD SAFEGUARDING PRACTICES

It is the cardholder(s) responsibility to safeguard the p-card.

Tips to Safeguarding the P-Card:

- Keep a record of your account number, expiration date and phone number to report fraud in a secure place.
- Do not allow anyone to use the card on your behalf.
- Do not give your account number to anyone over the phone unless you've confirmed they are a reliable source. If you've never done business before with an entity, conduct on-line research prior to making a transaction.
- During a transaction, keep your eye on the card and ensure you get it back before you walk away.
- Keep the P-card in a safe place and only carry it with you when you need it.
- Draw a line through any blank spaces on the receipt.
- Reconcile all receipts.

REBATES AND PROMOTIONAL ITEMS

Any manufacturer rebates or credits received by the Cardholder as a result of a P-Card transaction shall be credited to the P-Card. Documentation reflecting the transaction shall be included on the p-card statement. Any rebate and promotional type items received as the result of a P-Card transaction shall become the property of the City of San Pharr and utilized by the respective department. Misuse could result in disciplinary action.

CARD DECLINES

The following are some reasons that a P-Card transaction may be declined:

- The transaction is greater than the Cardholder's single transaction limit amount.
- The P-Card has reached its assigned monthly transaction limit amount.
- The Supplier's Merchant Category Code has been purposely excluded from the P-Card program by the City.

In the event a decline occurs the Cardholder should contact the issuing bank to determine the reason for the decline. In most cases, the Cardholder should then contact the Purchasing Department to inform him/her of the decline, the reason, and to request resolution.

If purchase is attempted outside normal business hours, an alternate payment method should be found or the purchase should be terminated.

MERCHANT CATEGORY CODE (MCC) BLOCKING

Merchant category codes (MCC) are codes that best describe what commodities or services the supplier provides. When using a Merchant Category Code listed on the blocked Merchant Category Code List, the transaction will be denied at the point-of-sale (in person, over the phone, or on the Internet). These categories listed on the blocked MCC List are maintained by the Program Administrator. Suppliers are assigned a MCC by their bank that best describes the commodity or service they provide. Cardholders should be familiar with this list.

RECEIPT AND RETURN OF GOODS

It is the Cardholder's responsibility to confirm receipt of goods and services and to follow up with Suppliers to resolve any delivery problems, discrepancies, and / or claims for damaged goods.

1. At the time of return, the Cardholder must request that the Supplier issue a MasterCard credit transaction slip in order to verify that credit was given. A credit memo showing the reason(s) for applying a credit to the transaction should also be requested. The Cardholder will be required to include this information on their monthly Transaction Report.

UNDER NO CIRCUMSTANCE SHOULD A CARDHOLDER ACCEPT CASH OR GIFTCARDS OR STORE CREDIT IN LIEU OF A P-CARD CREDIT RETURN.

Transaction Documentation Requirements

Every P-Card transaction, including credit or return transactions, must be supported by valid and complete documentation. Not providing supporting documentation for all transactions within established deadlines is a Cardholder violation. Documentation should show supplier name, itemized list, price, date, and proof of credit card payment.

Acceptable Supporting Documentation is defined as one of the following:

- Detailed receipt and MasterCard transaction slip from the Supplier
- A packing slip which shows the cost of each item
- Order forms, or a copy of the form used to pay memberships, subscriptions, registration fees and similar items.

When making over-the-counter purchases:

1. Advise supplier that the City of Pharr is a Tax-exempt entity and confirm that no sales tax has been charged to the card before signing.
2. Review itemized receipts to ensure proper charges are shown.
3. Retain the customer copy of the MasterCard transaction slip as proof of P-Card purchase.
4. Obtain the itemized receipt for your records.
5. Ensure that all carbons showing full account number are destroyed.
6. **Include all supporting information on the p-card statement.**
7. Indicate purpose of purchase on the p-card statement.

When placing a telephone order:

1. Confirm with supplier that charges will be made only upon shipment of goods or when the service has been performed.
2. Request supplier to send itemized invoice directly to the Cardholder.
3. Advise suppliers that the City of Pharr is a Tax-exempt entity and confirm that no sales tax will be charged.
4. The supplier will not be allowed to keep the account number on file.
5. Indicate purpose of purchase on the p-card statement.

When placing an online order:

1. A copy of the order is printed (prior to order confirmation). Review the itemized order form to ensure proper charges are applied.
2. Review the order form for Tax Exempt procedures. (May have to call prior to placing order.)
3. A copy of the order confirmation is printed.
4. **Include all documentation in p-card statement.**
5. Indicate purpose of purchase on the p-card statement.

When placing a mail order:

1. You may have a different "Ship To" address than the billing address.

2. Review the order form for accuracy.
3. Review the order form for Tax Exempt procedures.
4. Make a copy of the order form before mailing for record.
5. **Include all documentation in P-card Statement.**
6. Indicate purpose of purchase on the p-card statement.

PROGRAM INFRACTIONS

Failure to comply with the program guidelines or the purchasing Cardholder Agreement may result in one or more of the following circumstances:

- a. Oral or written warning.
- b. Cancellation of the card.
- c. Oral or written reprimand.
- d. Termination of employment.

See below table for a sample of standard responses to an infraction. The severity of the infraction can affect the standard response. These are recommendations, but departments may establish internal disciplinary policies.

Type of Infraction	1st offense	2nd offense	3rd offense
Perpetrate a fraud or theft Card given to non Cit of Pharr employees to perpetrate fraud or theft	Card is canceled, employment terminated, possible criminal charges.	n/a	n/a
Taxes Charged	Department Director is contacted. A written warning to the Cardholder is required from Department.	Department Director is contacted; card suspended 30 days. Memo from Director will be required to reinstate.	Card is canceled.
Split Purchases	Department Director is contacted. A written warning to the Cardholder is required from Department.	Department Director is contacted; card suspended 30 days. Memo from Director will be required to reinstate.	Card is canceled.

Failure to turn in receipts	Written warning – CH should submit a memo to the P-Card Administrator with description of purchase and reason for missing receipt.	Second written warning and card suspended for 30 days.	Card canceled. is
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TERMINATED EMPLOYEES

When an employee is terminated or voluntarily separated from the City of Pharr, the P-Card must be turned into the Purchasing Department and cancelled.

1. Department Liaison secures P-Card from terminated employee and notifies the P-Card Program Administrator.
2. The p-card administrator shall cancel, shred and dispose of the card.
3. Program Administrator updates status for the Cardholder in the banking system and files confirmation in Cardholder's / Department's file as appropriate.

PROCUREMENT CARD DOLLAR LIMITS

Credit Limits shall be provided as follows:

1. Procurement Card Administrator: \$500,000
2. Department Director: \$10,000 - \$15,000
3. Assistant Director: \$5,000 - \$10,000
4. Other Staff: \$2,500 - \$5,000

Note: Procurement Card Administrator shall be responsible for all utility payments for the entire city and all waste management fees.

T. PROCUREMENT CARD EMPLOYEE AGREEMENT (ATTACHMENT "A")

U. APPLICATION FORM FOR A PROCUREMENT CARD (ATTACHMENT "B")

ATTACHMENT "A"



PROCUREMENT CARD EMPLOYEE AGREEMENT

The City of Pharr is allowing you the privilege of being presented with a Procurement Card. This privilege represents trust in you as a responsible agent of the City capable of protecting the City's assets.

I, (type name) _____, Employee # _____ on this the ____ day of _____, 20__, as a cardholder, agree to comply with the terms and conditions of this Agreement, Procurement Card Policies and Procedures as well as the Purchasing and Contracting Policies and Procedures. I understand that the Procurement Card limit per transaction shall be \$2,000.00 or less. I also understand that I am not to split any transaction(s) in an attempt to circumvent the single transaction limit. I also understand that all transactions with a potential of exceeding \$2,000.00 must be submitted to the Purchasing Department on a Purchase Requisition.

I acknowledge that I have received orientation in respect to the Purchasing Department Policies and Procedures and the Procurement Card Policies and Procedures.

I acknowledge that I have received training in the proper use of the Procurement Card.

I acknowledge that the Procurement Card will not affect my personal credit rating.

I acknowledge that the City of Pharr may terminate my right to use this card at any time for any reason.

I further acknowledge that I understand that improper use of this card may result in disciplinary action, up to and including termination of employment. Should I fail to use this card properly, I authorize the City of Pharr to deduct from my salary an amount equal to the total of the discrepancy. I also allow the City of Pharr to collect any amounts owed by me even if the City of Pharr no longer employs me.

I agree to return the card to the City of Pharr immediately upon request or upon termination of employment.

I acknowledge receipt of said Agreement and confirm, by my original signature below, that I am in full understanding of all requirements, term and conditions, in respect to the Procurement Card Program.

Cardholder:

Procurement Card Administrator

Signature: _____

Signature: _____

Print Name: _____

Name: Mayra Gomez, Purchasing Director

Department: _____

Date: _____

ATTACHMENT "B"



Purchasing Department **APPLICATION FORM FOR A P-CARD**

THIS FORM REQUIRES A SIGNATURE BY RESPECTIVE DEPARTMENT HEAD. THIS APPLICATION FORM MUST BE PROPERLY FILLED OUT IN ITS ENTIRETY. EACH APPLICATION FORM SHOULD REFLECT ONLY (1) ONE EMPLOYEE PER FORM (SELECTED BY THE DEPARTMENT HEAD). INCOMPLETE FORMS OR FORMS SUBMITTED WITHOUT DEPARTMENT HEAD SIGNATURE ARE **VOID AND SHALL BE DISCARDED**. SELECTED EMPLOYEE MUST BE A FULL-TIME REGULAR EMPLOYEE (EMPLOYED FOR AT LEAST 6 MONTHS). **(ALL FORMS ARE TO BE SUBMITTED ELECTRONICALLY).**

DATE: _____

Name of Employee designated as Department Cardholder (type): _____

Employee #: _____ Employee's Position/Title: _____

Department/Division: _____ Dept./Div. Acct #: _____

Employee's length of employment months/years: _____ Phone #: _____

Employee Signature: _____ Date: _____

Employee E-mail: _____

Department Information:

Department Submitting Request: _____

Department Name

Department Telephone Number: _____

Name of Department Head submitting application: _____

Department Head Name

Department Head's signature: _____ Date: _____

Purchasing Department Use Only

Monthly P-Card Limit:

Director: ☐ \$10,000 Asst. Director: ☐ \$5,000 Other: ☐ \$2,500 Specify Other Amount \$ _____

Date Received: _____ Entered Card Request: _____

Card Number Assigned: _____

Date Card Received: _____ Processed By: _____

Card-Holder Signature: _____ Date Card P/U: _____



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.

DATE SUBMITTED: November 21, 2024

MEETING DATE: December 2, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-17 Municipal Fiber Optic Fee Schedule (*3rd and Final Reading*). This item supports **SG - Sound Governance and Fiscal Sustainability**.

Classification: Consent

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

Issue: Fee ordinance is being amended to include the new SmartBiz software to offer to commercial customers and updating our enterprise plan cost.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Imelda Perez

Created/Initiated - 11/21/2024

Jose Pena

Approved - 11/25/2024

Hilda Pedraza

Approved - 11/26/2024

Ricardo Rodriguez

Approved - 11/26/2024

Jamison Merrick

Approved - 11/26/2024

City Management Office

Final Approval - 11/26/2024

ORDINANCE NO. O-2024-__

AN ORDINANCE AMENDING ORDINANCES O-2023-33 AND O-2022-36 AMENDING THE MUNICIPAL FIBER OPTIC SERVICE FEE SCHEDULE, PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners of the City of Pharr desire to provide reliable, high-speed internet to the residents and businesses of Pharr, for the benefit and growth of economic and community goals; and

WHEREAS, the Board of Commissioners find that providing fiber-optic services will provide reliable, high-speed internet serves a public purpose; and

WHEREAS, the Board of Commissioners has approved a municipally owned fiber-optic broadband network to provide fast and reliable internet service to residential and commercial customers; and

WHEREAS, a community survey was conducted for residents and businesses to determine the appropriate monthly service rates; and

WHEREAS, home-ruled cities may take actions authorized by the City charter and not specifically prohibited or preempted by the Texas Constitution, state, or federal law; and

WHEREAS, Cities may regulate a range of local services to promote the general welfare of the City's residents; and

WHEREAS, the City, as a home-rule municipality, can provide a service and charge a user fee for its use; and

WHEREAS, the Board of Commissioners seeks to establish user fees for the cost of providing the services; and

WHEREAS, the City has adopted a schedule of fees, charges, expenses and a collection procedure for municipal fiber optic services and other such matters pertaining to this ordinance; and

WHEREAS, all existing and prior ordinances are hereby amended and reinstated to read as follows:

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

SECTION 1: Ordinance No. 2024-__ is hereby adopted.

SECTION 2. RATES AND FEES.

A. FIBER OPTIC MONTHLY SERVICE RATES

1. Residential Monthly Rates

Residential	Speed	Monthly Rate
Blue Plan	500 Mbps	\$25.00
Gold Plan	1 Gbps	\$50.00
Platinum Plan	2 Gbps	\$80.00

2. **Small Business Commercial Monthly Rates** – shall apply to small and medium sized businesses requiring a wireless modem.

Small Business	Speed	Monthly Rate
Silver Plan	300 Mpps	\$70.00
Blue Plan	500 Mbps	\$100.00
Gold Plan	1 Gbps	\$150.00
Platinum Plan	2 Gbps	\$200.00

3. **Enterprise Commercial Monthly Rates** – shall apply to businesses that require dedicated fiber connection.

Enterprise	Speed (Mbps)	Monthly Rate
Green Plan	300 Mbps	\$750.00
Blue Plan	500 Mbps	\$1,000.00
Gold Plan	1 Gbps	\$1,500.00
Enterprise 2 G	2 Gbps	\$2,000.00
Enterprise 5 G	5 Gbps	\$3,000.00
Enterprise 10 G	10 Gbps	\$4,000.00

B. FIRST MONTH SERVICE FEE

A payment for first month of service shall be made for residential, small business, and enterprise commercial connections to the city's broadband internet services prior to getting connected.

C. MISCELLANEOUS FEES

Type	Fee
SmartBiz Business Application	\$20.00/month
Bark Parental Controls	\$12.00/month
No Premise Access	\$25.00
Missed Appointment	\$25.00
Reconnection	\$25.00
*Upgraded Wireless Access Point	\$5.00/month
Wireless Mesh Device	\$5.00/device/month

Outdoor Wireless Mesh Device	\$10.00/device/month
<u>Equipment Fees if not returned</u>	
UPS battery backup	\$65.00
Fiber ONT	\$120.00
Standard Wifi Access Point	\$100.00
Upgraded Wifi Access Point	\$165.00
Wireless Mesh Device	\$100.00
Outdoor Wireless Mesh Device	\$220.00
<u>Static IP Addresses</u>	
One-time Setup	\$50.00
SmartPak 1 (1 useable)	\$5.00
SmartPak 2 (5 useable)	\$25.00
SmartPak 3 (13 useable)	\$65.00
SmartPak 4 (29 useable)	\$145.00

(*Note) – Standard modem is included at no charge.

SECTION 3: REPEALING CLAUSE.

All ordinances or parts of ordinances or conflict with this ordinance are hereby repealed.

SECTION 4: SEVERABILITY CLAUSE.

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

SECTION 5: EFFECTIVE DATE; PUBLICATION.

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

SECTION 6: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of April 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of May, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the __ day of May, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.

DATE SUBMITTED: November 21, 2024

MEETING DATE: December 2, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of 22.94 acres more or less, being part or portion of Lot 255, Kelly-Pharr Subdivision of Porciones 69 and 70, located on the south side of East Javelina Drive, approximately 1,700 feet west of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. **(2nd Reading) This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: This item is the 2nd reading on ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas annexing new territory into the City of Pharr consisting of 22.94 acres more or less, being part or portion of Lot 255, Kelly-Pharr Subdivision of Porciones 69 and 70, located on the south side of East Javelina Drive, approximately 1,700 feet west of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 11/21/2024
Approved - 11/26/2024
Approved - 11/26/2024
Final Approval - 11/26/2024

O-2024-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 22.94 ACRES MORE OR LESS, BEING PART OR PORTION OF LOT 255, KELLY-PAHRR SUBDIVISION OF PORCIONES 69 AND 70, LOCATED ON THE SOUTH SIDE OF EAST JAVELINA DRIVE, APPROXIMATELY 1,700 FEET WEST OF SOUTH VETERANS BOULEVARD, LYING ADJACENT TO AND BEING SITUATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS, INCLUDING THE ABUTTING STREETS AND ROADWAYS AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNERS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY; AND ADOPTING A SERVICE PLAN

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

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

SEE "EXHIBIT B"

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

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

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

Section 3: The territory hereinafter described contains approximately 22.94 acres; and

Section 4: The territorial limits of the City of Pharr, Texas contained approximately 15,823.09 acres (24.72 square miles) as of November 18, 2024; and

Section 5: The Director of Development Services held a public hearing on the proposed annexation, on Monday, November 18, 2024, at 4:00 p.m. in the City Commissioners' Room, 118 S. Cage Boulevard, 2nd floor, Pharr, Texas and was also published in the Advance News Journal; and

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

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

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

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

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

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

Section 12: Upon annexation of the above described property, the acreage within the city limits of the City of Pharr, Texas will be increased by 22.94 acres for a total of approximately 15,846.03 acres.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 18th day of November 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS
OF THE CITY OF PHARR, TEXAS, on this the 2nd day of December 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS
OF THE CITY OF PHARR, TEXAS, on the 16th day of December 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

City of Pharr
Notice of Public Hearing

The City of Pharr intends to extend the present corporate limits by annexing land within the City's Extra Territorial Jurisdiction. The Department of Development Services will hold a public hearing regarding the proposed annexation. Any and all persons interested are encouraged to attend the public hearing and review the Service Plan for the area and voice their opinion. Said public hearing is scheduled as follows:

1. Monday, November 18, 2024, at 4:00 p.m. at the Pharr City Commission Room located at 118 S. Cage Boulevard, 2nd floor, Pharr, Texas.

The property is legally described as follows:

- *A tract of land containing 22.94 acres more or less, being part or portion of Lot 255, Kelly-Pharr Subdivision of Porciones 69 and 70, located on the south side of East Javelina Drive, approximately 1,700 feet west of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.*

I, certify that the above notice of public hearing was posted on the bulletin board at City Hall on this the 6th day of November 2024, at 12:00 p.m. and in the City of Pharr web site (www.pharr-tx.gov)




Imelda Perez, City Clerk

RESOLUTION NO. R-2024- 60

STATE OF TEXAS **§**

COUNTY OF HIDALGO §

CITY OF PHARR §

A RESOLUTION OF THE CITY OF PHARR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A TRACT OF LAND CONTAINING 22.94 ACRES, MORE OR LESS, BEING PART OR PORTION OF LOT 255, KELLY-PHARR SUBDIVISION OF PORCIONES 69 AND 70, LOCATED ON THE SOUTH SIDE OF EAST JAVELINA DRIVE, APPROXIMATELY 1,700 FEET WEST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS, LYING ADJACENT OR CONTIGUOUS TO THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR; SETTING DATE, TIME, AND PLACE FOR PUBLIC HEARING, AND DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO PREPARE A SERVICE PLAN; AND DECLARATION OF THE CITY OF PHARR'S EXTRA-TERRITORIAL JURISDICTION; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the owner(s) of certain property located within Hidalgo County, Texas has petitioned the City of Pharr, Texas (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits; and

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have submitted petitions for annexation; and

WHEREAS, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Commission finds that the subject property may be annexed pursuant to § 43.0671 of the Texas Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT: ¹

SECTION 1. ACCEPTANCE OF PETITIONS, MAPS AND OTHER PERTINENT INFORMATION.

- A. In accordance with Section 42.022(b) of the Texas Local Government Code, it is the law of this State that the extraterritorial jurisdiction ("ETJ") of a municipality may expand beyond the distance limitations imposed by Section 42.021 of the Texas Local Government Code to include an area contiguous to the otherwise existing ETJ of the municipality if the owners of the area request the expansion in accordance with Section 43.0671 of the Texas Local Government Code. The City of Pharr hereby approves, adopts, and accepts the petitions, deeds, and other exhibits and materials.
- B. The ETJ of the City of Pharr, Texas was 3 ½ miles prior to December 18, 2012. As a reaffirmation and independent approval hereto, the City of Pharr declares the ETJ as described and displayed on the map attached hereto described as Exhibit "D."

SECTION 2. PROCEEDINGS.

- A. The petitions of annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft service plan shown in Exhibit "B", are hereby accepted:

A tract of land containing 22.94 acres more or less, being part or portion of Lot 255, Kelly-Pharr Subdivision of Porciones 69 and 70, located on the south side of East Javelina Drive, approximately 1,700 feet west of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

- B. On Monday, November 18, 2024, at 4:00 PM in the City Hall, Commissioners' Room, 118 S. Cage Blvd, Pharr, Texas, the City of Pharr will hold one (1) statutory public hearing as described in Exhibit "C", giving all interested persons the right to appear and be heard on the proposed annexation by the City of Pharr of the Property described in Exhibit "A."

SECTION 3. SAVINGS CLAUSE.

Except as hereby resolved, any other directives or actions of the City of Pharr, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 4. SEVERABILITY CLAUSE.

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

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

SECTION 6. PROPER NOTICE AND MEETING

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

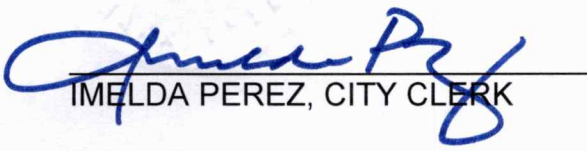
**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR, TEXAS, ON THIS THE 4th DAY OF NOVEMBER 2024**

CITY OF PHARR



AMBROSIO HERNANDEZ, MAYOR

ATTEST:



IMELDA PEREZ, CITY CLERK

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2013 02473935

Instrument Number: 2013-2473935

Recorded On: December 23, 2013

As
Recording

Parties:

To

Billable Pages: 6

Number of Pages: 7

Comment: SPECIAL WARRANTY DEED

**** Examined and Charged as Follows: ****

Recording	46.00
Total Recording:	46.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-2473935

Receipt Number: 1408380

Recorded Date/Time: December 23, 2013 04:09P

Record and Return To:

ATLAS, HALL & RODRIGUEZ LLP

ORIGINAL RETURNED TO CUSTOMER

TX

User / Station: D Rodriguez - Cash Superstation 10



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: December 19, 2013

Grantor: ESTATE OF ANNA MAE KELLY, DECEASED

Grantor's Mailing Address (including county):

2473935

1111 Hermann Dr. #20a
Houston, Harris County, Texas 77004

Grantee: KELFAM, LTD., a Texas limited partnership

Grantee's Mailing Address:

1111 Hermann Dr. #20a
Houston, Harris County, Texas 77004

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

That property being more particularly described in **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

To the extent such matters are valid and enforceable against the Property: any and all restrictions, reservations, covenants, conditions, easements and other matters, if any, relating to the Property, but only to the extent they still are in effect and shown of record in Hidalgo County, Texas, to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they still are in effect, relating to the hereinabove described Property and to all taxes and assessments now or hereafter assessed against the Property, the payment of which Grantee expressly assumes.

Grantor, for the consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys the Property to Grantee, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof except by through or under Grantor, but not otherwise, as to the Exceptions to Conveyance and Warranty above.

As a material part of the consideration for execution of this instrument, Grantor and Grantee agree that the Property is to be sold to and accepted by Grantee in its present condition, **"AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED"**. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION: (A) THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON; (B) ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (C) ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, SUBSTANCE OR SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER; AND (D) ANY REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY; (III) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; AND (IV) THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO

PUBLIC ROADS. GRANTEE EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. GRANTEE SHALL RELY ON GRANTEE'S INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. GRANTEE FURTHER UNEQUIVOCALLY DISCLAIMS: (Y) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES; AND (Z) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. THIS PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS FOR THIS INSTRUMENT. GRANTEE HAS AGREED TO DISCLAIM RELIANCE ON GRANTOR AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND GRANTEE CONFIRMS THAT GRANTEE IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. GRANTEE UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE. GRANTEE ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S ENTERING EXECUTING THIS INSTRUMENT, AND SHALL SURVIVE CLOSING AND SHALL NOT MERGE.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the date first set forth above.

GRANTOR:

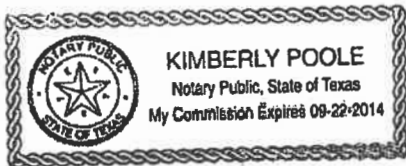
Barbara Evans Williams
BARBARA EVANS WILLIAMS,
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF ANNA MAE KELLY, DECEASED

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 19th day of December, 2013, by BARBARA EVANS WILLIAMS, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF ANNA MAE KELLY, DECEASED.



Kimberly Poole
NOTARY PUBLIC, STATE OF TEXAS

After recording return to:

Kelfam, Ltd.
Attention: Barbara Williams
1111 Hermann Dr. #20a
Houston, Texas 77004

EXHIBIT "A"

TRACT I:

The North 22.0 acres of Lot 4, Block 20, STEELE AND PERSHING SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 8, Page 115, Deed Records of Hidalgo County, Texas.

TRACT II:

Lot 302, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

TRACT III:

A 31.8 acre tract out of Lot 303, KELLY PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, page 133 and 134, Deed Records of Hidalgo County, Texas.

TRACT IV:

A 31.08 acre tract of land out of Lot 289, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

TRACT V:

A 18.8 acre tract of land out of Lot 290, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

TRACT VI:

Lot 255, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT, the East 200' feet conveyed to Pharr Rifle & Pistol Club, Inc. as shown in Deed recorded in Volume 830, Page 320, Deed Records of Hidalgo County, Texas.

TRACT VII:

Lot 253, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT those tracts of land described in Volume 383, Page 109, Volume 1182, page 315, Volume 1386, Page 703, Volume 1543, Page 126, Volume 1589, Page 445 and Volume 1771, Page 190, all in Deed Records of Hidalgo County, Texas.

TRACT VIII:

Lot 337, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

TRACT IX:

Lot 338, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT, a tract of land described in instrument filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 27, 1994, under Clerk's file #394631.

TRACT X:

Lot 339, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT, those portions of land described in Deed recorded in Volume 1707, Page 73 and under Clerk's file #394630 and 1047444.

TRACT XI:

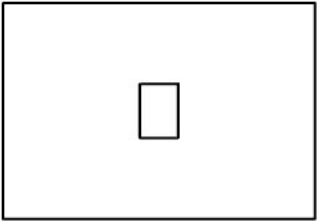
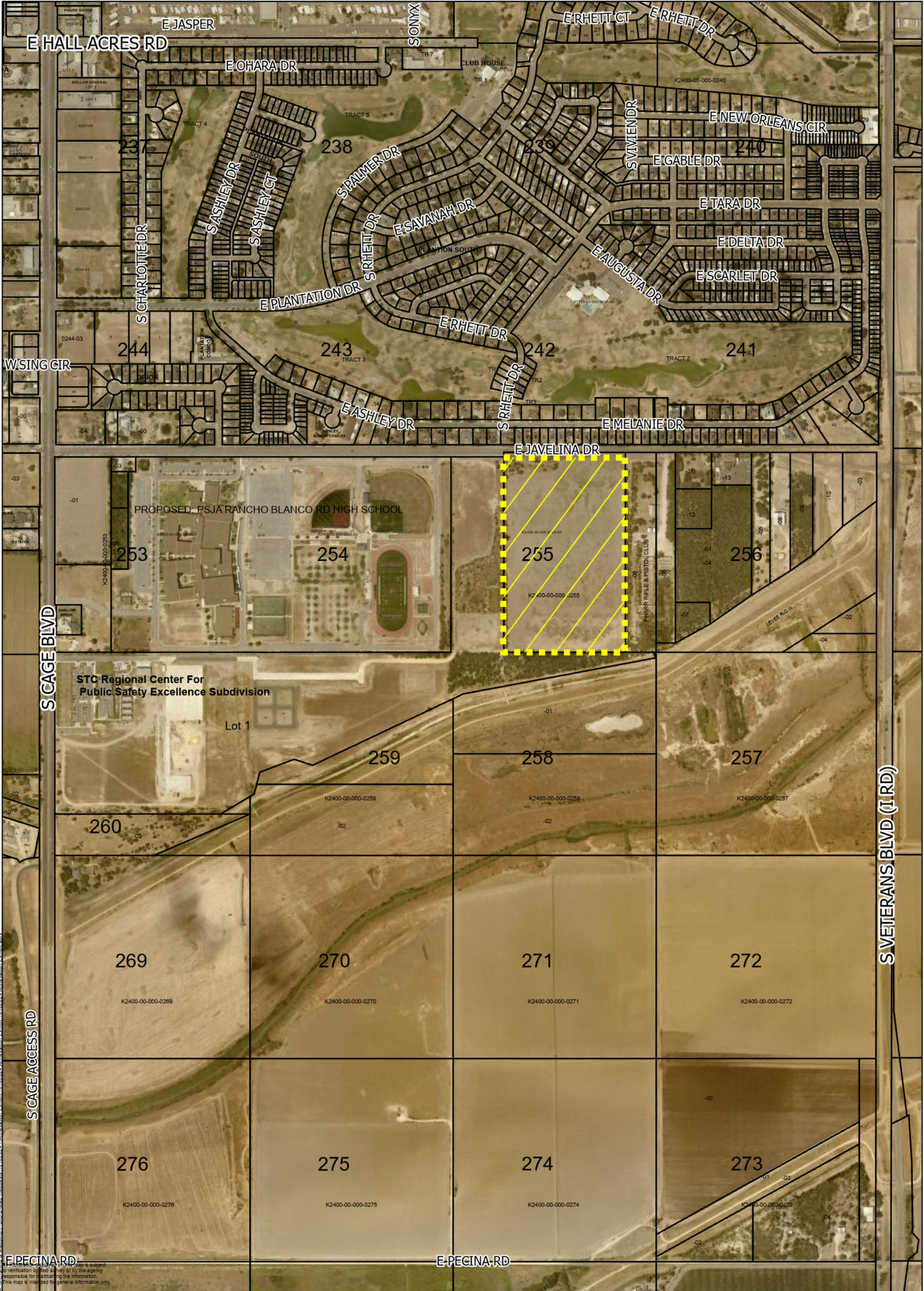
Lot 351, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT, those portions of land described in Deeds filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 27, 1994, under Clerk's file #394632.

TRACT XII:

Lot 352, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT, that portion of land described in instrument filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 25, 2001, under Clerk's file #998498.



Property Description

A tract of land containing 22.94 acres of land more or less, situated in Hidalgo County, Texas, being part or portion of LOT 255 KELLY-PHARR SUBDIVISION of Porciones 69 and 70 Hidalgo County, Texas, located on the south side of East Javelina Drive, approximately 1,700 feet west of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
22.94 ACRES OF LAND OUT OF LOT 255
KELLY-PHARR SUBDIVISION
HIDALGO COUNTY, TEXAS**



A tract of land containing 22.94 acres of land more or less, situated in Hidalgo County, Texas, being part or portion of **LOT 255 KELLY-PHARR SUBDIVISION of Porciones 69 and 70** Hidalgo County, Texas, map reference: Volume 3 Page 133 and 134 Deed Records, Hidalgo County, Texas, said 22.94 acres also being more particularly described as follows;

COMMENCING, for reference at the northeast corner of said Lot 255, within Javelina Drive, right-of-way, **THENCE N 81° 27' 24" W** along the north line of said Lot 255, a distance of 200.00 feet, to the northwest corner of a tract of land deeded to Pharr Rifle and Pistol Club, recorded in Volume 830 Page 320, Deed Records, Hidalgo County, Texas, **THENCE S 08° 32' 36" W** along the west line of said Pharr tract, a distance of 55.00 feet, to the south right-of-way line of said Javelina Drive, recorded in Document Number 2350840, Deed Records, Hidalgo County, Texas, **FOR THE POINT OF BEGINNING**, and the Northeast corner of this tract;

THENCE S 08° 32' 36" W along the west line of said Pharr tract, a distance of 1265.00 feet, to the south line of said Lot 255, the north line of South Texas College Regional Center For Public Safety Excellence Subdivision, recorded in Document Number 2926806, Map Records, Hidalgo County, Texas, for the Southeast corner hereof;

THENCE N 81° 27' 24" W, along the south line of said Lot 255 and the north line of said Public Safety tract, a distance of 790.00 feet, to an inside corner of said Public Safety tract, for the Southwest corner hereof;

THENCE N 08° 32' 36" E, along the east line of said Public Safety tract, a distance of 1265.00 feet, to the south right-of-way line of said Javelina Drive, for the Northwest corner hereof;

THENCE S 81° 27' 24" E, along the south right-of-way line of said Javelina Drive , a distance of 790.00 feet, to the **POINT OF BEGINNING**, containing 22.94 acres of land, more or less.

JAVELINA DRIVE

CITY OF PHARR
(DOCUMENT No. 2350840, H.C.D.R.)

N 81°27'24" W
200.00'

P.O.C.

N. E. CDR.
LOT 255

S 81°27'24" E 790.00'

55.00'

P.O.B.

22.94 ACRES

LOT 1
SOUTH TEXAS COLLEGE REGIONAL CENTER
FOR PUBLIC SAFETY EXCELLENCE SUBDIVISION
(DOCUMENT No. 2926806, H.C.D.R.)

N 08°32'36" E 1265.00'

S 08°32'36" W 1265.00'

PHARR RIFLE & PISTOL CLUB, INC.
(VOL. 830, PG. 320, H.C.D.R.)



SCALE: 1" = SCALE

N 81°27'24" W 790.00'

LOT 1
SOUTH TEXAS COLLEGE REGIONAL CENTER
FOR PUBLIC SAFETY EXCELLENCE SUBDIVISION
(DOCUMENT No. 2926806, H.C.D.R.)

**"EXHIBIT"
SHOWING**

**22.94 ACRES
OUT LOT 255
KELLY-PHARR
SUBDIVISION
HIDALGO COUNTY, TEXAS**

(VOL. 1, PGS. 133-134) H.C.M.R.)

FOR: JAVIER HINOJOSA P.E.

PROJECT INFORMATION

SURVEYED DATE:

JOB NO.:

DRAWN BY:

CHECKED BY:

REVISIONS:



LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvgis.com
TBPLS FIRM No. 10119600

EXHIBIT A
SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on East Javelina Drive, approximately 1,700 feet west of South Veterans Boulevard. The property is approximately **22.94 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: Kelfam, LTD., a Texas limited partnership

A tract of land containing 22.94 acres more or less, being part or portion of Lot 255, Kelly-Pharr Subdivision of Porciones 69 and 70, located on the south side of East Javelina Drive, approximately 1,700 feet west of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

II. SERVICE COMPONENTS

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

A. MUNICIPAL SERVICE PLAN

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

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

1. POLICE

Existing Services: None

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

2. FIRE

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

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

3. BUILDING INSPECTION

Existing Services: None

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

4. PLANNING AND ZONING

Existing Services: None

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

5. LIBRARY

Existing Services: None

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

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

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

7. STREET

Existing Services: County Street Maintenance

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

8. STORM WATER MANAGEMENT

Existing Services: None

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

9. STREET LIGHTING

Existing Services: None

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

10. TRAFFIC ENGINEERING

Existing Services: None

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

11. WATER SERVICE

Existing Services: None

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

12. SANITARY SEWER SERVICE

Existing Services: None

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

13. SOLID WASTE SERVICES

Existing Services: None

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

14. ADDITIONAL SERVICES

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

B. CAPITAL IMPROVEMENTS

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

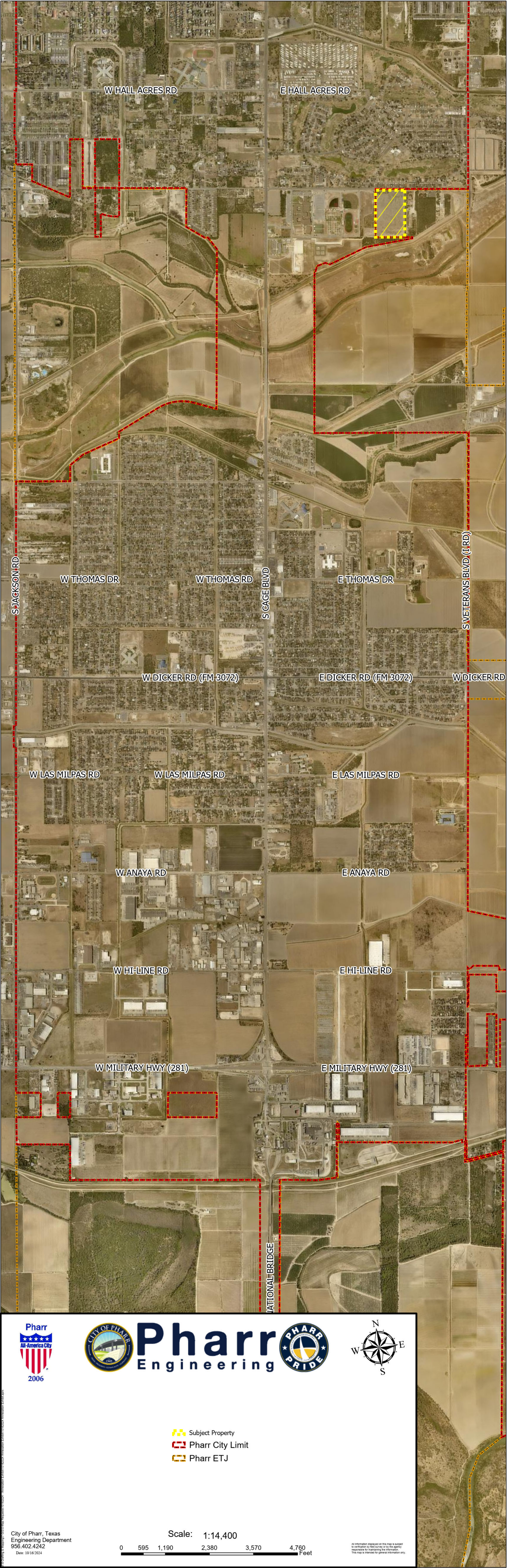
III. LEVEL OF SERVICES TO BE PROVIDED

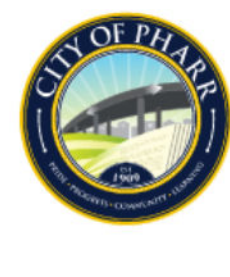
It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land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

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

**EXHIBIT C - SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF PHARR, TEXAS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 3, 2024	Submitted petition for annexation.	
November 4, 2024	Resolution to City Commission on accepting petition of annexation	
November 4, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for November 18, 2024 (14 days)	TLGC 43.0671
November 5, 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to Advance for publication on <u>November 5, 2024 for publication on November 6, 2024.</u> Post notice of public hearing on city's website and maintain until hearings are complete. School District notice. Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. Public Entity notices. Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before public hearing.
November 6, 2024	Legal Notice for Public Hearing Published for the date of November 18, 2024 (12 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
November 18, 2024	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
November 18, 2024	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
December 2, 2024 (Could also be at a special called meeting after the First Reading; OR within 90 days of First Reading)	Second Reading of the Ordinance	Second reading of annexation ordinance, City Charter, Article I, Section 5
December 16, 2024	Third and final reading of the ordinance	Third and final reading of the annexation ordinance, Article III, Section 6, City Charter
Within 30 days of Final Reading	City Sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	





Subject Property

Pharr City Limit

Pharr ETJ

City of Pharr, Texas
Engineering Department
956.402.4242
Date: 10/16/2024

Scale: 1:14,400

0 595 1,190 2,380 3,570 4,760 Feet

All information displayed on this map is based on the best available information and is not a guarantee. No responsibility is assumed for any errors or omissions. This map is intended for general information only.



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION APPLICATION AND CHECKLIST

Name of Applicant: Carlos I. Garza

Date of Submittal: October 3, 2024

Proposed Acreage to be Annexed: 22.94

APPLICATION COMPLETENESS CERTIFICATION

REQUIRED DOCUMENTS	PROVIDED
Completed and Signed Application/Checklist	☒
Completed annexation petition with each owner's original signature. Must include all owners' signatures if there are multiple owners of record.	☒
A copy of the deed showing current ownership.	☒
A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on a 8 1/2" x 11" sheet of paper. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.	☒
If applicable, water and wastewater utilities agreement between City and applicant for extension of utilities.	☐

INSTRUCTIONS

Fill out and submit an electronic copy of the completed application package and all subsequent documentation and updates to planning@pharr-tx.gov and provide one (1) hard copy to Development Services, Planning and Zoning Division, 118 S Cage Blvd., Pharr, Texas 78577.

Property Address: _____

Total Number of Acres: 22.94 Total Number of Tracts: 1

Subdivision Name: Kelly-Pharr Subdivision Lot(s): 255 Block(s): _____

Survey Name and Abstract No.: GEO ID K2400-00-000-0255-00

Current Land Use: Agriculture

Proposed Land Use and Purpose of Annexation: Single Family Residential

[illegible][illegible]

OWNER INFORMATION – Please fill out a separate sheet for each owner of record

Owner(s) Name: KELFAM, LTD (Debra Brooks, Co-Managing Partner and Janet Cavanaugh, Co-Managing Partner)

If the property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Address: 1111 Hermann Dr. #20a City: Houston State: TX Zip Code: 77004

Phone No.: _____ Cell Phone No.: _____ Email: _____

Owner's Signature: Javier Hinojosa, P.E. (Authorized Agent) Date: 10/03/2024

AGENT/APPLICATION AUTHORIZATION – Please check one of the following:

☐ I will represent my petition before the city staff and the Board of Commissioners of the City of Pharr

☒ I hereby authorize the person named below to act as my agent/applicant in representing this application before the city staff and the Board of Commissioners of the City of Pharr.

Note: The agent/applicant is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent/applicant. If no agent is listed, the owner will be considered the agent.

Agent/Applicant's Name: Javier Hinojosa, P.E.

Company's Name (if applicable): Javier Hinojosa Engineering

Address: 416 E. Dove Avenue City: McAllen State: TX Zip Code: 78504

Phone No.: 956-668-1588 Cell Phone No.: 956-624-7006 Email: javier@javierhinojosaeng.com

If an agent/applicant is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent/applicant in processing the application before the Board of Commissioners of the City of Pharr:

Owner's Printed Name: _____

Owner's Signature: _____ Date: _____

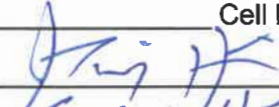
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Owner(s) Name: KELFAM, LTD (Debra Brooks, Co-Managing Partner and Janet Cavanaugh, Co-Managing Partner)

If the property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Address: 1111 Hermann Dr. #20a City: Houston State: TX Zip Code: 77004

Phone No.: _____ Cell Phone No.: _____ Email: _____

Owner's Signature:  Date: 10/2/24

Javier Hinojosa, Authorized Agent

AGENT/APPLICATION AUTHORIZATION – Please check one of the following:

☐ I will represent my petition before the city staff and the Board of Commissioners of the City of Pharr

☒ I hereby authorize the person named below to act as my agent/applicant in representing this application before the city staff and the Board of Commissioners of the City of Pharr.

Note: The agent/applicant is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent/applicant. If no agent is listed, the owner will be considered the agent.

Agent/Applicant's Name: Javier Hinojosa, P.E.

Company's Name (if applicable): Javier Hinojosa Engineering

Address: 416 E. Dove Avenue City: McAllen State: TX Zip Code: 78504

Phone No.: 956-668-1588 Cell Phone No.: 956-624-7006 Email: javier@javierhinojosaeng.com

If an agent/applicant is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent/applicant in processing the application before the Board of Commissioners of the City of Pharr:

Owner's Printed Name: _____

Owner's Signature: _____ Date: _____



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

I, Javier Hinojosa, Authorized Agent, owner of the land described below, hereby voluntary petition the Board of Commissioners of the City of Pharr, Texas to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Pharr, Texas, the Property, containing approximately 22.94 acres of land, described as follows:

(Legal description of Property, Exhibit A, attached hereto)

I desire to enter into a written agreement for municipal services with the City of Pharr, pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify that the above-described Property is contiguous and adjacent to the City of Pharr, Texas and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S): (add additional signature lines for each owner)

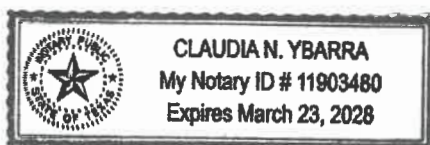
Print Name (Owner) Javier Hinojosa (Auth. Agent) Signature (Owner) [Signature]
 Print Name (Owner) _____ Signature (Owner) [Signature]

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared Javier Hinojosa, known 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 consideration therein expressed on behalf of the Owner.

Given under my hand and seal office this 3rd day of October, 2024.



Claudia N. Ybarra
 NOTARY PUBLIC in and for the
 STATE OF TEXAS

Claudia N. Ybarra
 Printed Name
 My commission expires: 03/23/2028

EXHIBIT A

September 30, 2024

City of Pharr, Texas
Pharr Public Works
Hidalgo County Drainage District #1
Magic Valley Electric Cooperative
Federal Emergency Management Agency

Re: KELLY PHARR TRACT E790' OF W 1120', LOT 255, 23.94 AC GROSS,
22.94 AC NET

Dear Ladies and Gentlemen:

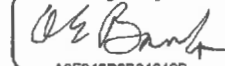
The undersigned owner/trustee of the real property described above has entered into a contract to sell Property to Carlos I. Garza, or assigns, who in turn, intends to develop the Property into a residential subdivision.

The undersigned hereby appoints Carlos I Garza or Assigns, Jason E. Garza, Carlos I Garza and Javier Hinojosa Engineering as agents for purposes of seeking the following preliminary approvals from the City of Pharr, Pharr Public Works, Hidalgo County Drainage District #1, Federal Emergency Management Agency (FEMA) and MVEC regarding the proposed Subdivision:

- 1) FEMA approval/certification of BFE redetermination
- 2) Preliminary and final plat approval;
- 3) Zoning approval and/or PD (Planned District Development);
- 4) Annexation into the City of Pharr;
- 5) Preliminary and final approval of a drainage plan for the Subdivision; and
- 6) Preliminary and final approval of a water and sanitary sewer utility plans for the Subdivision.

Yours very truly,

DocuSigned by:



A8F348B6B34642B...

Debra Brooks co-managing partner

Kelfam, Ltd.

DocuSigned by:



A20C86C63B61472...

Janet Cavanaugh

co managing partner



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 2024

FROM: Miranda Garcia, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise sealed bids for the Sugar-Minnesota Traffic Light Installation. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Staff is requesting authorization to solicit sealed bids for the Sugar-Minnesota Traffic Light Installation Project.
(Project No. 2425-40-510-C01-162)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to advertise the Sugar-Minnesota Traffic Light Installation Project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Miranda Garcia
Maria Rangel
Mayra Gomez
Jamison Merrick
City Management Office

Created/Initiated - 11/26/2024
Approved - 11/26/2024
Approved - 11/27/2024
Approved - 11/27/2024
Final Approval - 11/27/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.F.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Consideration and action, if any, on request from Mother Cabrini Church for assistance during the Cabalgata a la Virgen De Guadalupe on Sunday, December 8, 2024 from 1:00 p.m. to 3:00 p.m. **This item supports QL - Quality of Life.**

Classification: Consent

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

Issue: Mother Cabrini Church is hosting a Cabalgata (horse riding) a la Virgen de Guadalupe on Sunday, December 8, 2024 from 1:00 p.m. to 3:00 p.m. The starting location is 6409 S. Jackson Road in Pharr and the ending location is 8001 S. Cage Boulevard in Pharr (parish grounds). The event is insured and will occupy only a portion of the street. Church is requesting Police Escort and Mounting Patrol assistance during procession.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Deny request.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 11/26/2024
Final Approval - 11/26/2024



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

Date of Event: Diciembre 8, 2024
Type of Event: ☐ Parade ☒ Walk-A-Thon ☐ Other
NAME OF CONTACT PERSON: Nidia E. Covarras
ORGANIZATION (IF APPLICABLE): Mother Cabrini Parish
ADDRESS: 8001 S. Cage Blvd CITY: Pharr Tx. ZIP CODE: 78577
PHONE NO.: 956-787-3554 CELLULAR PHONE: 956-460-6721
FAX NO.: 956-223-1855 E-MAIL: st-frances-cabrini@cdh.org
PURPOSE AND DESCRIPTION OF EVENT:
Cabalgata a la Virgen De Guadalupe

START TIME: 1:00pm END TIME: 3:20pm
ROUTE TO BE TRAVELED OR UTILIZED (Attach Site & Traffic Plan)
Starting Location: 6409 S. Jackson Rd. Pharr Tx. 78577
Ending Location: 8001 S. Cage Blvd. Pharr Tx. 78577
Will event occupy all or only a portion of the width of the street? Shoulder of the street
Is the event insured? ☐ Yes ☐ No
If yes, Insurance Company Information _____ Contact #: _____
Applicant Signature: Nidia E. Covarras

Date Received: _____
FOR CITY USE ONLY:
City Commission: _____ APPROVED _____ DENIED _____
City Manager's signature _____ Date _____

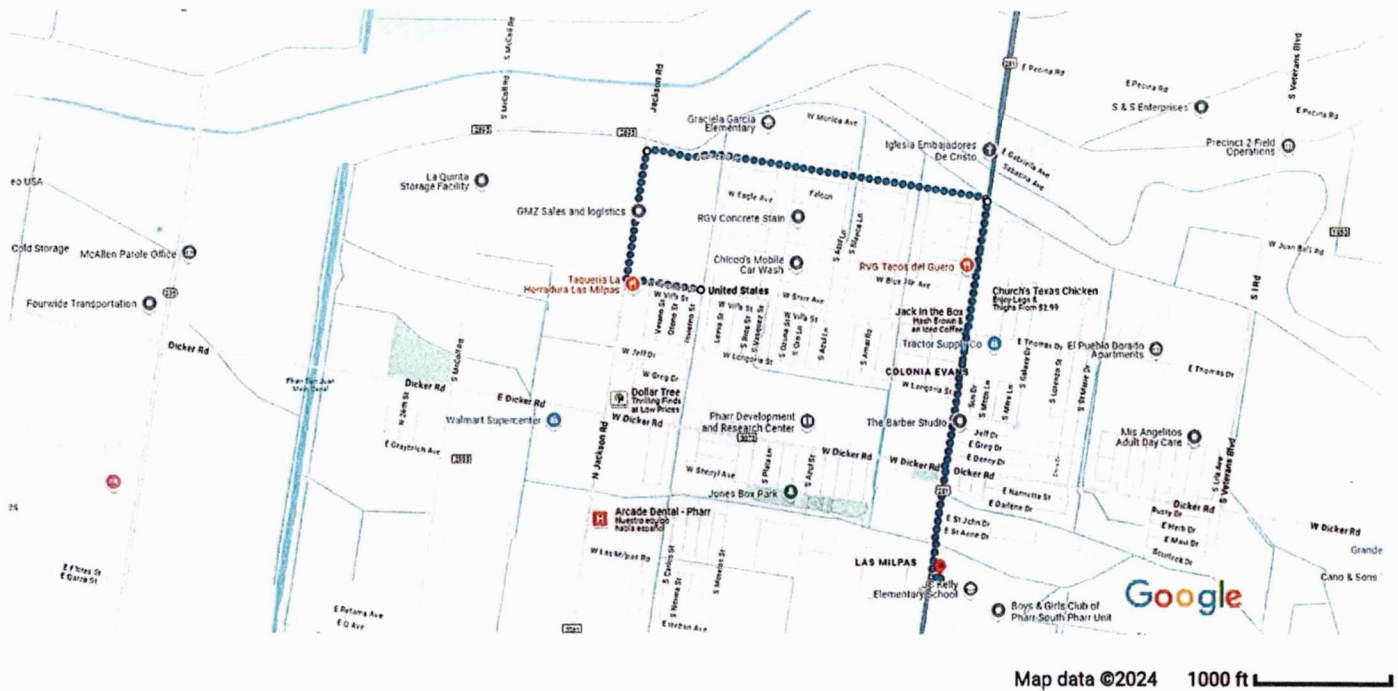
RECEIVED

NOV 25 2024

CITY CLERK'S OFFICE
IMELDA PEREZ



Pharr, Texas 78577 to Pharr, Texas 78577 Walk 3.5 miles, 1 hr 17 min



Use caution—walking directions may not always reflect real-world conditions

Pharr
Texas 78577

- ↑ 1. Head west on W Thomas Dr toward Interno St/S Invierno St
0.3 mi
- ↪ 2. Turn right onto S Jackson Rd
0.5 mi
- ↪ 3. Turn right onto Juan Balli Rd
1.3 mi
- ↪ 4. Turn right onto S Cage Blvd
1.4 mi
- ↩ 5. Turn left
210 ft

Pharr
Texas 78577



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.G.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 2024

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, ratifying service contract with Sunday Musical, Inc., from McAllen, Texas, for entertainment services at the New Year's Eve Ball Drop. **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 New Year's Eve Ball Drop and is hereby ratifying service contract with Sunday Musical, Inc. for the amount of \$60,000.00.

Fiscal Consideration: NA

Staff Recommendation: Staff Recommends approval

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Alessandra Garcia
Maritza Magallan
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 11/26/2024
Approved - 11/26/2024
Approved - 11/27/2024
Approved - 11/27/2024
Final Approval - 11/27/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.H.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 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 - 11/26/2024



AGENDA MEMORANDUM



BOARD: Planning & Zoning Commission

AGENDA ITEM #: 5.H.1.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Oscar J.E. Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Townhouse Residential District (R-TH). The property is legally described as Lot 3, Block 3, Magic Valley Investments Subdivision No. Three, Pharr, Hidalgo County, Texas. The property's physical address is 207 South Magnolia Street. COZ#241027 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Oscar J.E. Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Townhouse Residential District (R-TH) in order to develop and construct townhomes.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends disapproval of the rezoning request from Single-Family Residential District (R-1) to Townhouse Residential District (R-TH) as the property is not compatible with adjacent and nearby uses and may have detrimental impact to the neighborhood character. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting on November 25, 2024, neighboring property owners appeared in opposition of the rezoning request and cited concerns regarding the proposed townhouses and traffic in the area. Following discussion, the Planning and Zoning Commission voted unanimously to recommend to disapprove the rezoning request from Single-Family Residential District (R-1) to Townhouse Residential District (R-TH). There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Created/Initiated - 11/26/2024

Ricardo Rodriguez
City Management Office

Approved - 11/26/2024
Final Approval - 11/26/2024



MEMORANDUM

DATE: MONDAY, DECEMBER 2, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Single-Family Residential District (R-1) to Townhouse Residential District (R-TH). The property is legally described as Lot 3, Block 3, Magic Valley Investments Subdivision No. Three, Pharr, Hidalgo County, Texas. The property's physical address is 207 South Magnolia Street. COZ#241027

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

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

DESCRIPTION OF PROPERTY:

Oscar J.E. Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Townhouse Residential District (R-TH) in order to develop and construct townhomes.

The subject site is located at the southeast corner of East Dreyer Avenue and South Magnolia Street and has a physical address of 207 South Magnolia Street. The property

is legally described as Lot 3, Block 3, Magic Valley Investments Subdivision No. Three, Pharr, Hidalgo County, Texas.

The property fronts South Magnolia Street, a 50 ft. - 60 ft. local street which runs north and south with a posted speed limit of 20 to 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property, the properties to the south, east, and north were zoned Single-Family Residential District (R-1), when the city adopted the current Zoning Ordinance in 1982. The property to the west was rezoned from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) on December 3, 1996. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for single family use in the Land Use Plan.

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

Twenty-two (22) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on November 15, 2024, and a legal notice was published in the Advance News Journal on November 13, 2024. Staff received responses in opposition of the request.

Development Services is recommending **disapproval** of the rezoning request from Single-Family Residential District (R-1) to Townhouse Residential District (R-TH) as the property is not compatible with adjacent and nearby uses and may have detrimental impact to the neighborhood character. If approved, the owner must comply with all City Ordinances and City Department requirements.

At the Planning and Zoning Commission meeting on November 25, 2024, neighboring property owners appeared in opposition of the rezoning request and cited concerns regarding the proposed townhouses and traffic in the area. Following discussion, the Planning and Zoning Commission voted unanimously to recommend to disapprove the rezoning request from Single-Family Residential District (R-1) to Townhouse Residential District (R-TH). There were five members present and voting.

PLANNING COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Oscar J.E. Garza, owner

APPLICANT

Single-Family Residential District (R-1)

CURRENT ZONE

207 South Magnolia Street

ADDRESS

Townhouse Residential District (R-TH)

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Denial

Development Services is recommending disapproval of the rezoning request from Single-Family Residential District (R-1) to Townhouse Residential District (R-TH) as the property is not compatible with adjacent and nearby uses and may have detrimental impact to the neighborhood character. If approved, the owner must comply with all City Ordinances and City Department requirements.

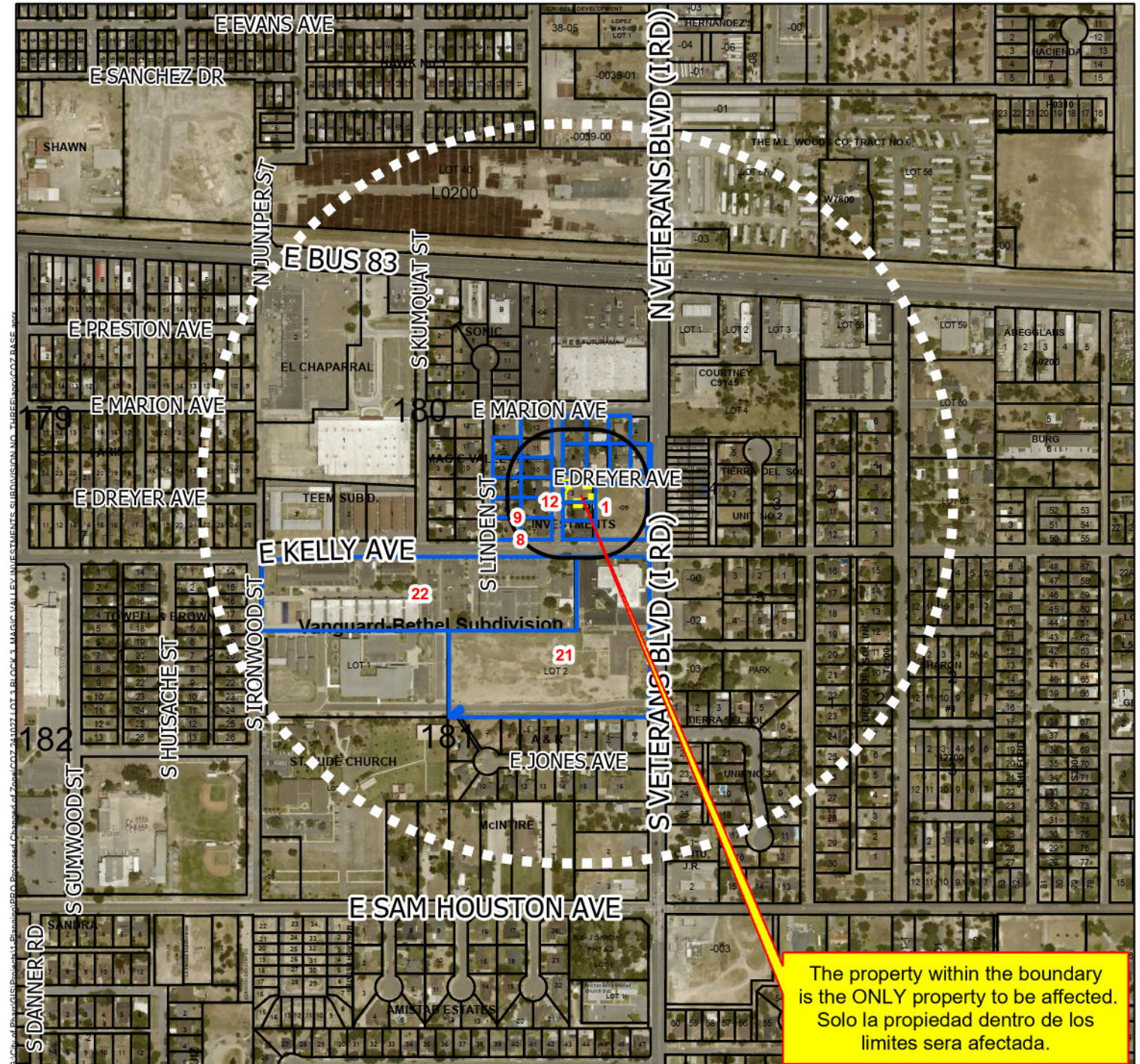
Laura Fonseca, Planner II

PREPARED BY

11.21.2024

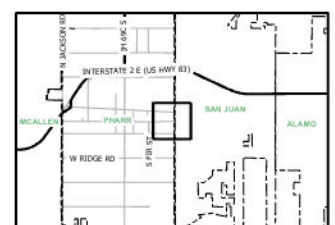
DATE

AERIAL

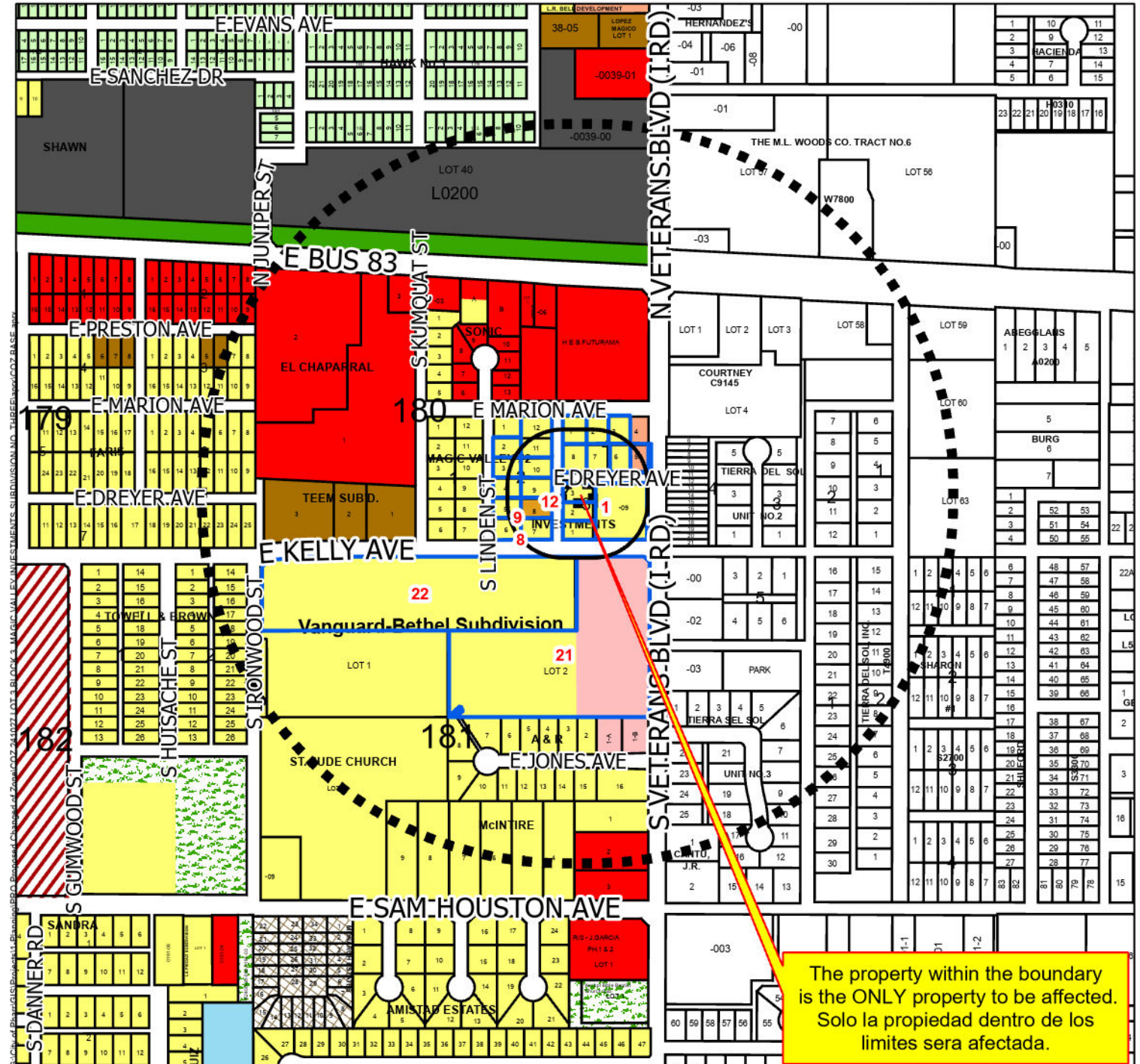


- SUBJECT PROPERTY
- 200ft_RADIUS
- NOTIFIED PROPERTIES
- QUARTER MILE RADIUS

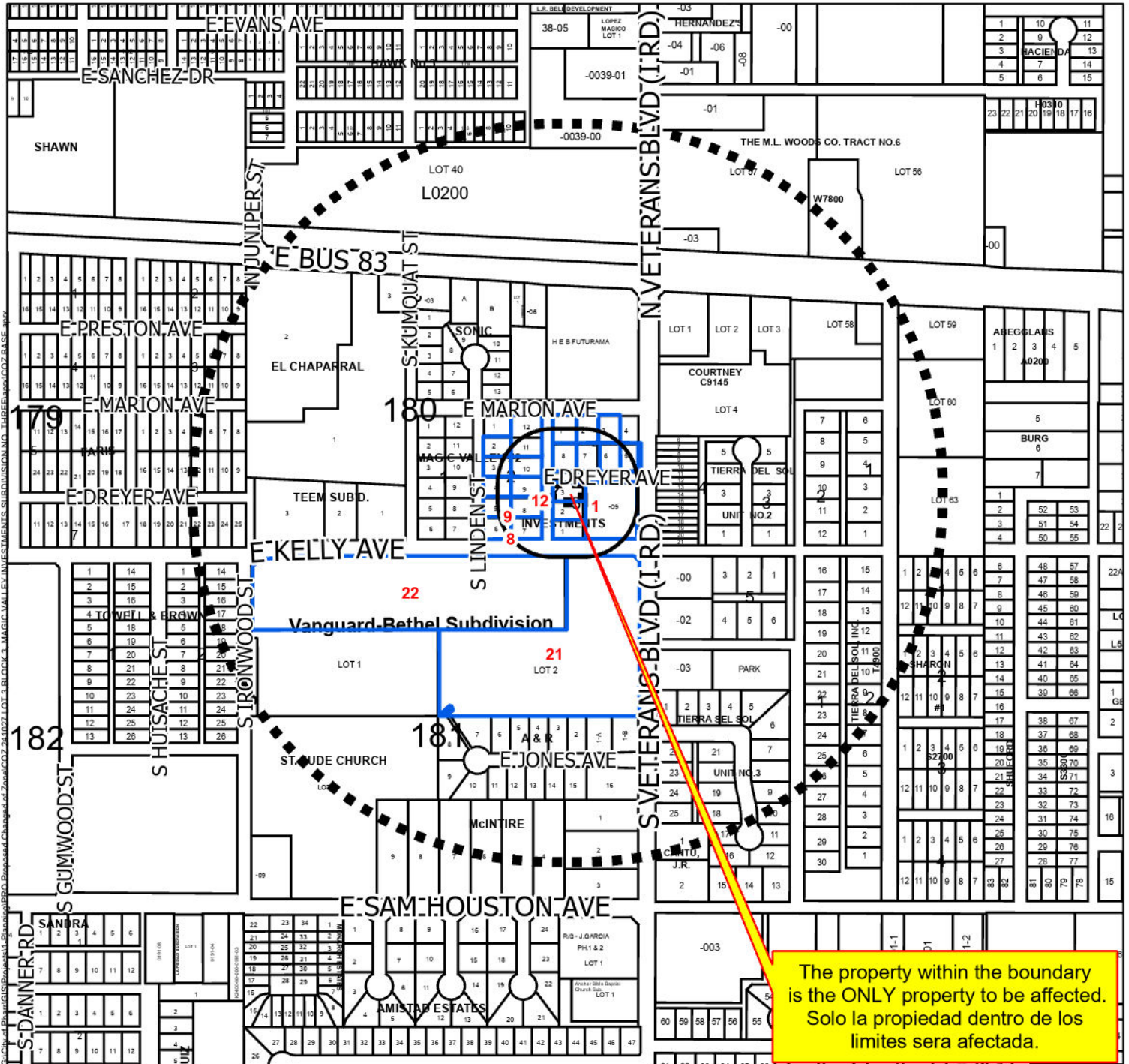
All Information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



ZONING



Proposed Change of Zone
 Lot 3, Block 3, Magic Valley Investments
 Subdivision No. Three (3)
 Oscar Garza

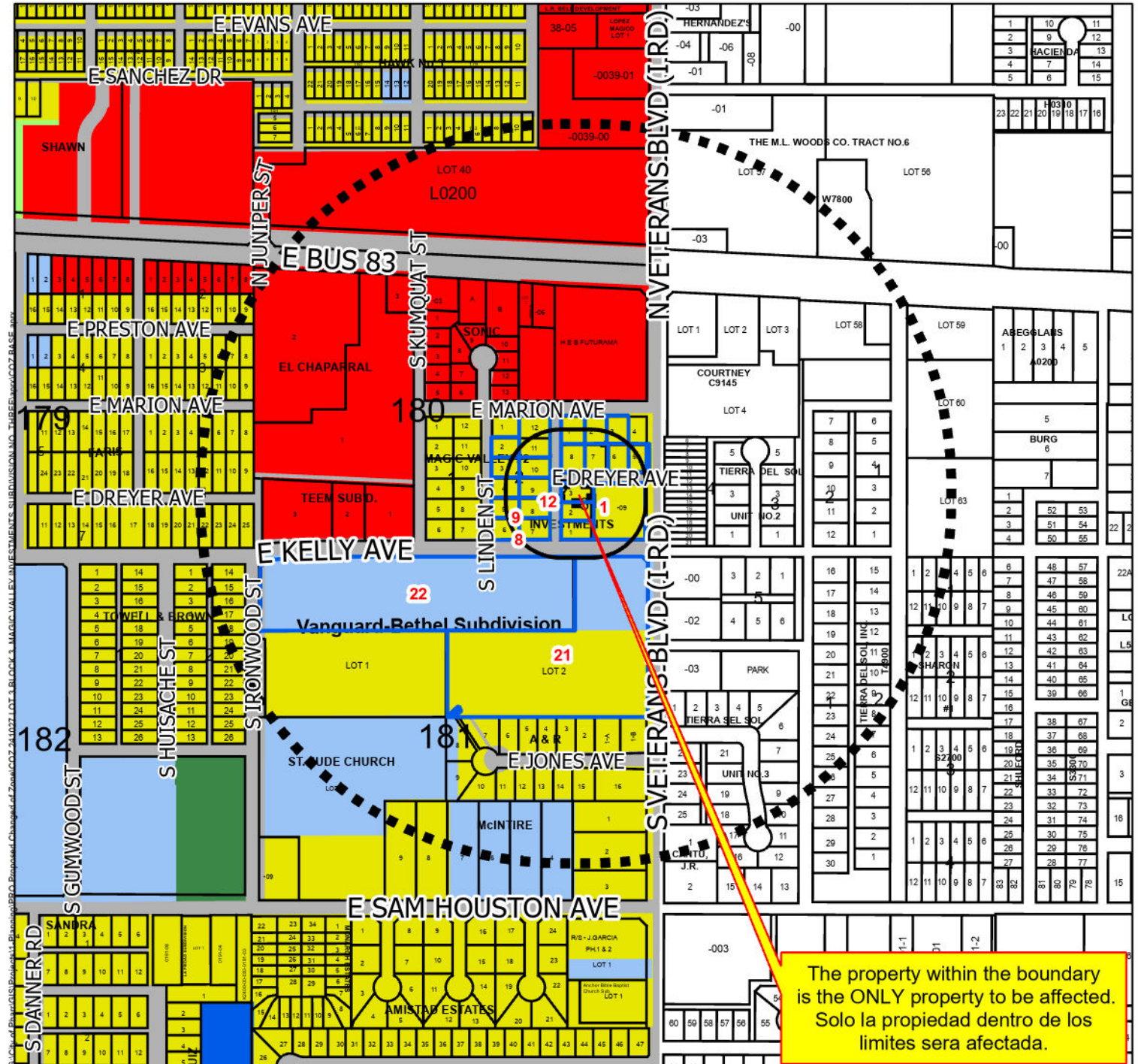


- SUBJECT PROPERTY
- 200ft_RADIUS
- NOTIFIED PROPERTIES
- QUARTER MILE RADIUS

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



FUTURE LAND USE



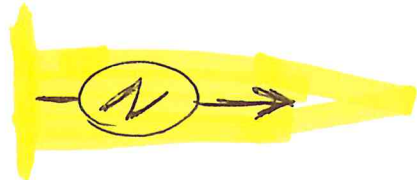
- SUBJECT PROPERTY
- 200ft_RADIUS
- NOTIFIED PROPERTIES
- QUARTER MILE RADIUS

Future Land Use

FUTURELAND

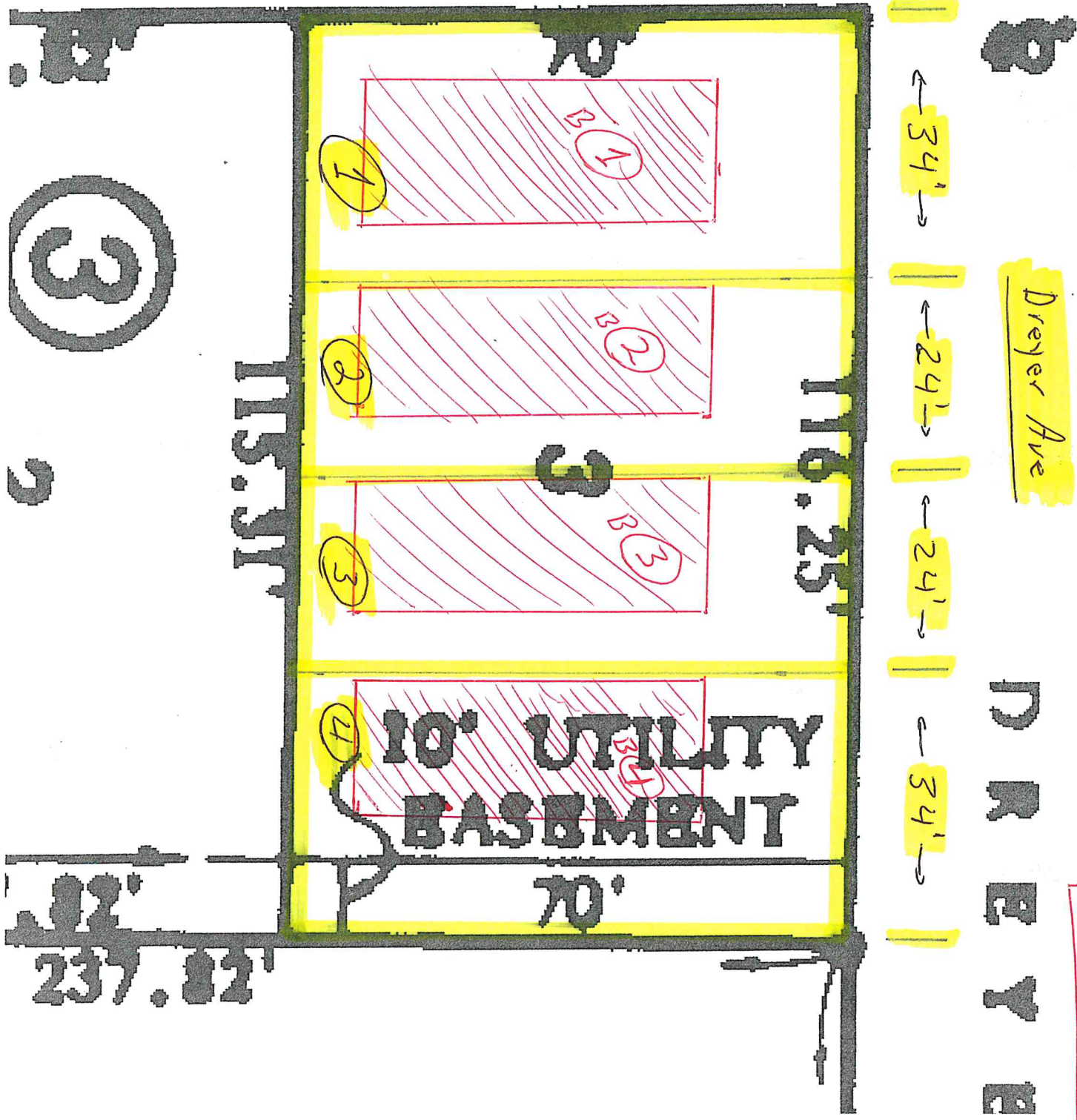
- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks





Magnolia
70'

COLIA



4 Lots for TOWNHOUSES

207 S Magnolia St
Pharr TX 78577



Pharr
Development Services



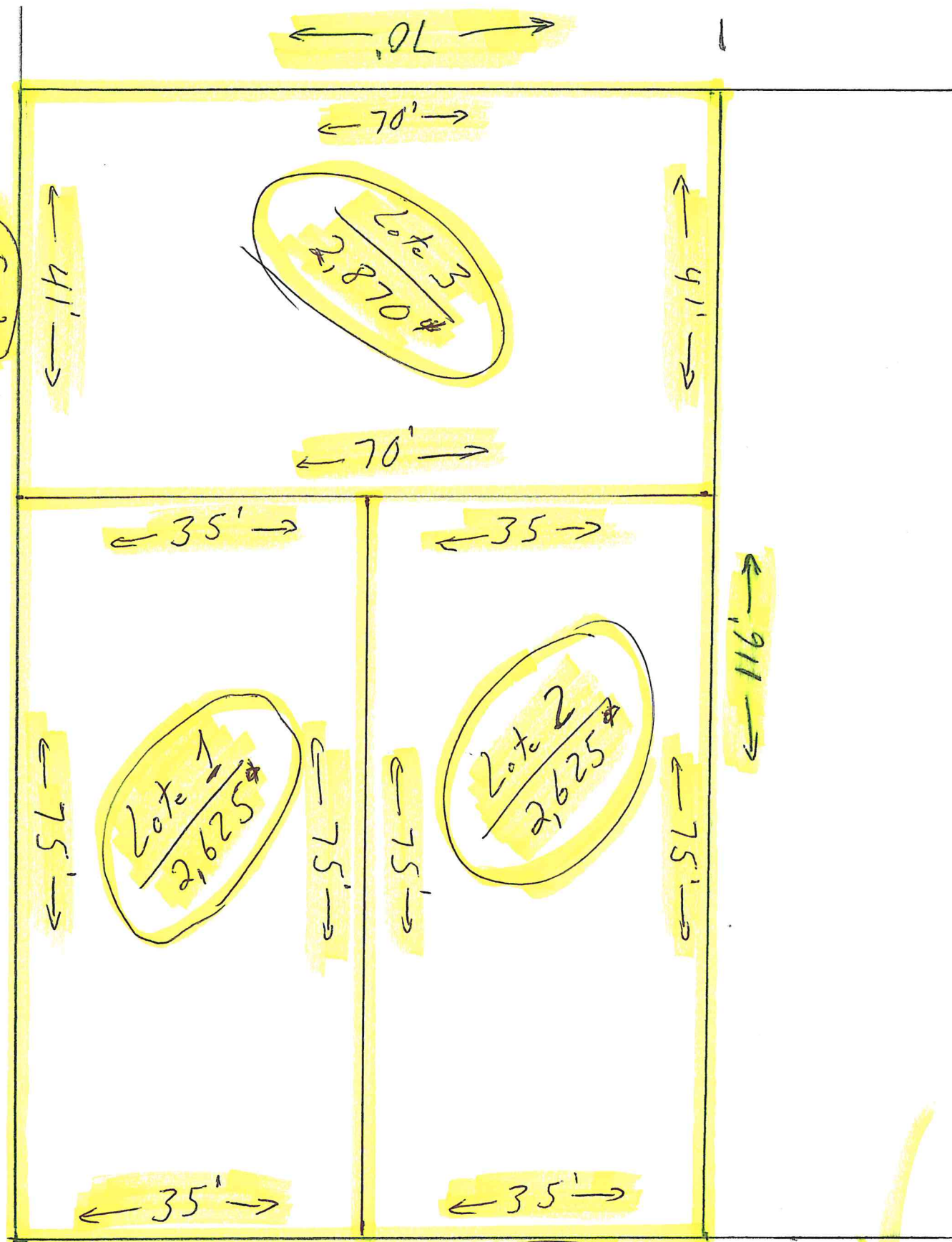
Site Photo

207 South Magnolia Street



Dreyer Ave

Front



Front

Front

S. Magnolia St

Option 1

2

Dreyer Ave

Front

Front

Front

70'

70'

Lot 1
2,800'

70'

70'

Lot 2
2,660'

70'

70'

Lot 3
2,660'

70'

40'

38'

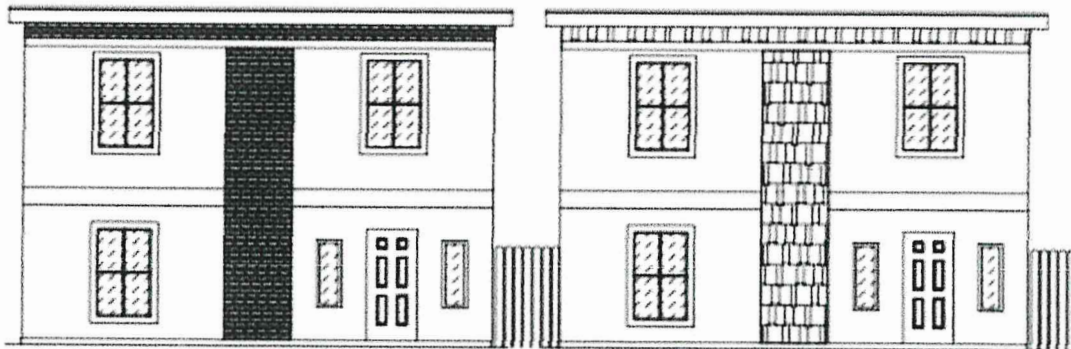
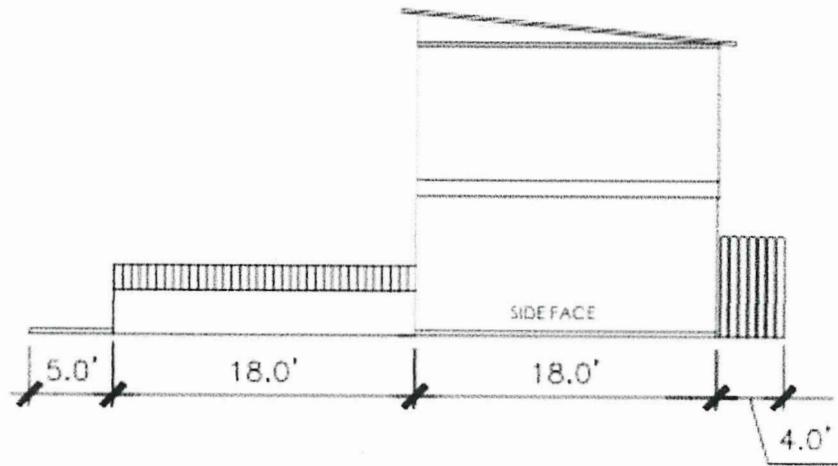
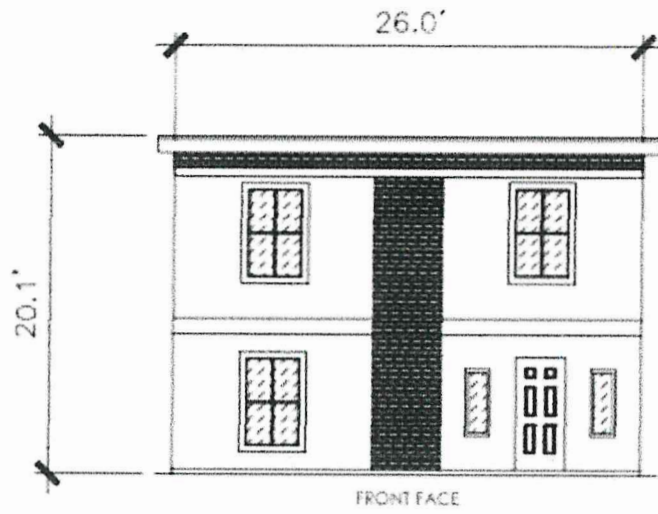
38'

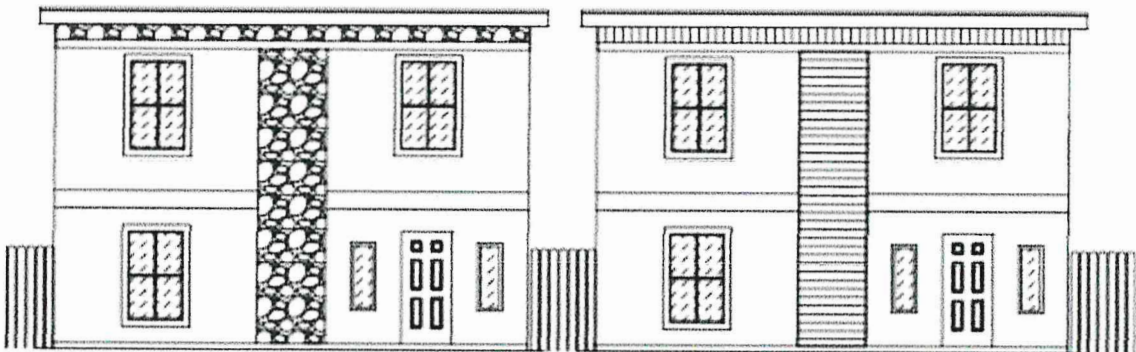
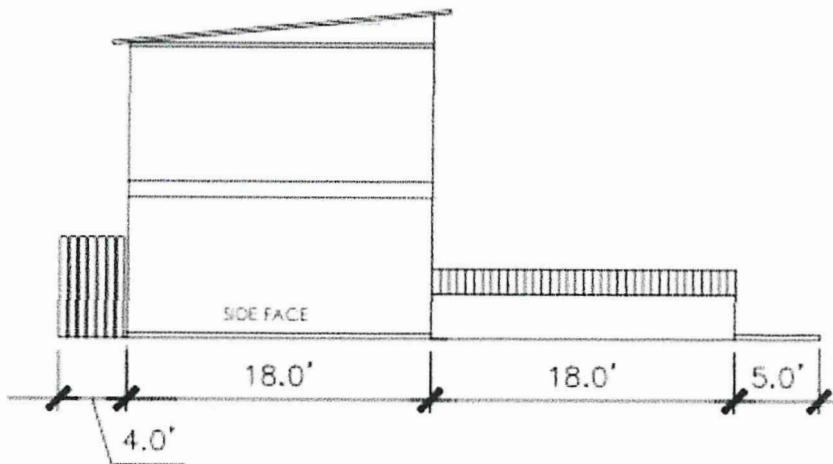
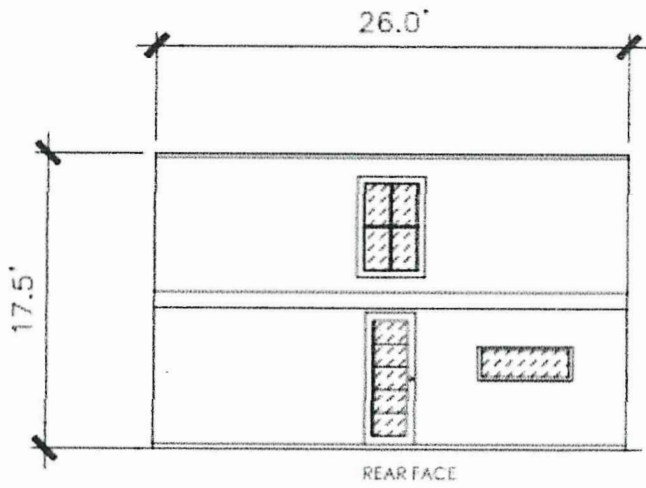
911'

Option 2

S. Magnolia St

2



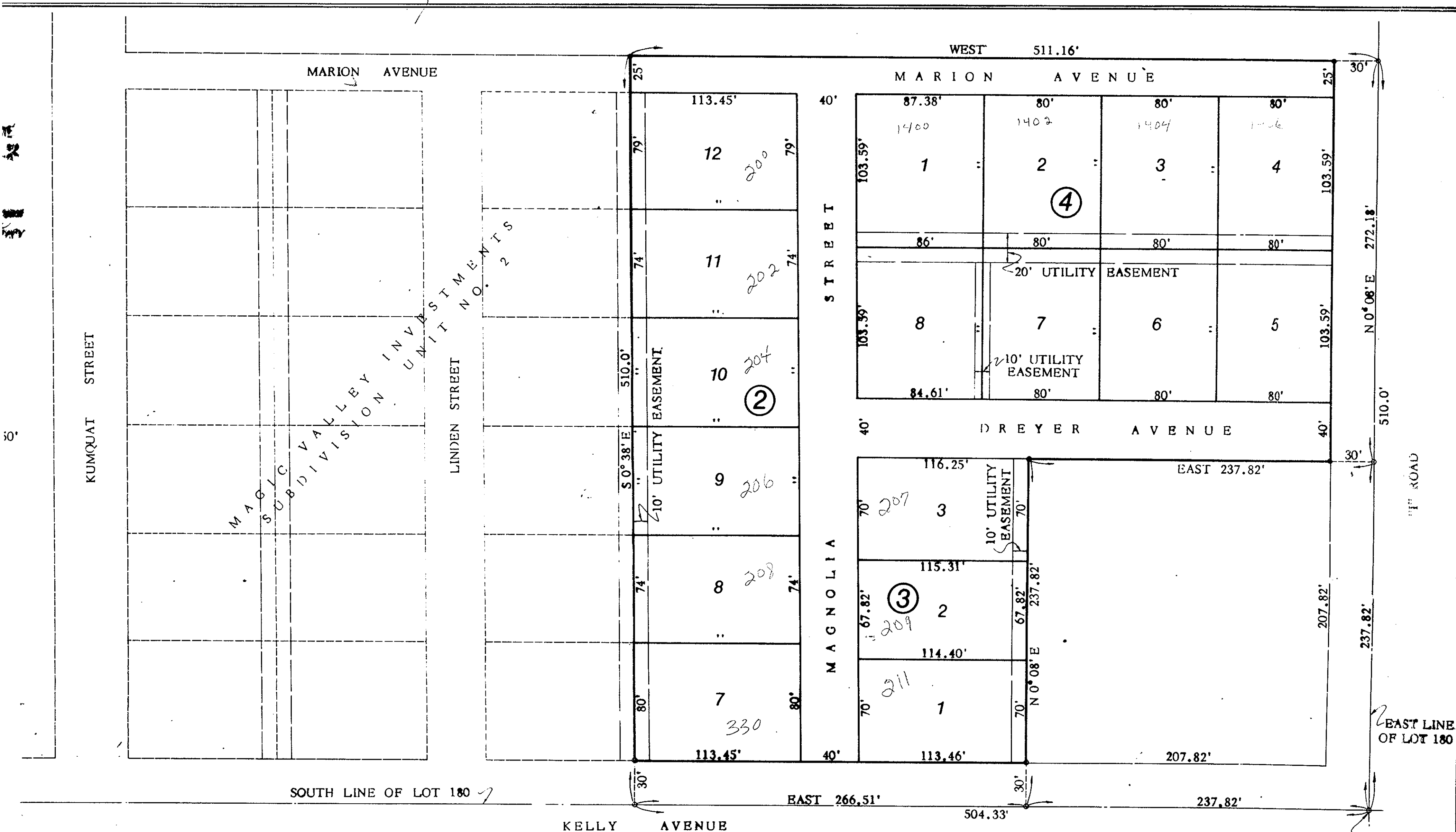


11/24/24, 3:23 PM

Mail - Oscar Garza - Outlook



Sent from my iPhone



undersigned authority on this date personally appeared, Frank T. Brautig known to person whose name is subscribed to the foregoing instrument and acknowledged executed the same for the purpose and consideration therein expressed. my hand and seal of office, this 22nd day of MARCH, A.D., 1974.

**MAGIC VALLEY INVESTMENTS
SUBDIVISION UNIT NO. 3
PHARR, TEXAS**

BEING A SUBDIVISION OF 4.64 ACRES OUT OF LOT 180,
KELLY- PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS.

Frank T. Brautig
Notary Public in and for
Hidalgo County, Texas

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 22nd day of April, 1974
SANTOS SALDANA, County Clerk
Hidalgo County, Texas

By: Ramiro De la Cruz Deputy

I, Gavino Castillo, Registered Professional Engineer, do hereby certify that the above plat is a true and correct representation of the subdivision of the lands herein described as surveyed and subdivided under my direction.

3-20-74 Date Gavino Castillo Reg. Professional Engineer #2623

State of Texas:
County of Hidalgo:
Know All Men By These Presents:

George & Brautig, Inc. owner of the above described property, do hereby adopt, dedicate, and confirm the foregoing map or plat and do dedicate to the public the streets and all alleys designated thereon.

3-22-74 Date George & Brautig, Inc.

ved by the Pharr Planning and Zoning Board
of APRIL, A.D., 1974

Ramiro De la Cruz
Chairman

ved by the City Commission of Pharr, Texas,
of APRIL, A.D., 1974

George & Brautig, Inc.
Mayor, City of Pharr

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By: Frank T. Brautig
Date: 4-18-74





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.H.2.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Oscar J.E. Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential-Small Lot (R1-A) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 1.161 acres, more or less, out of Lots 2 & 3, Block D, being all that part of the right-of-way of Lateral "F" lying east of the road in the West 320 feet of Block "D" Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 910 North Flag Street. COZ#241028 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Oscar J.E. Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential-Small Lot (R1-A) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct sixteen duplexes.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from Single Family Residential-Small Lot (R-1A) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The request is compatible with the residential trends and land use patterns in the area. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: Being no discussion, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Single Family Residential-Small Lot (R-1A) to Residential Multi-Family High Density District (R-MFHD) at the meeting on November 25, 2024. There were five 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 - 11/26/2024
Approved - 11/26/2024
Final Approval - 11/26/2024



MEMORANDUM

DATE: MONDAY, DECEMBER 2, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Single Family Residential-Small Lot (R1-A) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 1.161 acres, more or less, out of Lots 2 & 3, Block D, being all that part of the right-of-way of Lateral "F" lying east of the road in the West 320 feet of Block "D" Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 910 North Flag Street. COZ#241028

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

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

DESCRIPTION OF PROPERTY:

Oscar J.E. Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential-Small Lot (R1-A) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct sixteen duplexes.

The subject site is located on the east side of North Flag Street, approximately 300 ft. south of West Polk Avenue and has a physical address of 910 North Flag Street. The property is legally described as being 1.161 acres, more or less, out of Lots 2 & 3, Block D, being all that part of the right-of-way of Lateral "F" lying east of the road in the West 320 feet of Block "D" Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Flag Street, a 50 ft. - 60 ft. local street which runs north and south with a posted speed limit of 20 to 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property, the property to the south, and a portion of the property to the east were zoned Single Family Residential-Small Lot (R-1A), when the city adopted the current Zoning Ordinance in 1982. The remaining property to the east and north were rezoned from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD) on July 2, 2018. The property to the west is zoned Single-Family Residential District (R-1) when the city adopted the current Zoning Ordinance from 1982. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for Right-of-Way use in the Land Use Plan. However, the Hidalgo County Irrigation District has released the Right-of Way to the property owner and the request is compatible with the land use patterns in the area.

The Residential Multi-Family High Density District (R-MFHD) is established to provide adequate space and site diversification for medium to high density areas. This may be a zone for transitional areas developed for single-family usage, but because of the need for rehabilitation, or changes in the character of the neighborhood, are now deemed suitable for some multifamily development. This zone allows medium to high density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met. R-MFHD uses should not run traffic over long distances of single-family residential-sized streets or neighborhoods and should be located close to arterials or collectors capable of carrying the additional traffic. Multi-family developments are not a buffer between single-family and commercial uses and should be properly buffered from nonresidential land uses and traffic, or from pollution and environmental hazards.

Twenty (20) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on November 15, 2024, and a legal notice was published in the Advance News Journal on November 13, 2024. Staff received no response to the letters or the legal notice.

Development Services recommends **approval** of the rezoning request from Single Family Residential-Small Lot (R-1A) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The request is compatible with the residential trends and land use patterns in the area. If approved, the owner must comply with all City Ordinances and City Department requirements.

Being no discussion, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Single Family Residential-Small Lot (R-1A) to Residential Multi-Family High Density District (R-MFHD at the meeting on November 25, 2024. There were five members present and voting.

PLANNING COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Oscar J.E. Garza, owner

APPLICANT

910 North Flag Street

ADDRESS

Single Family Residential-Small Lot (R1-A)

CURRENT ZONE

Residential Multi-Family High Density
District (R-MFHD)

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

Development Services recommends approval of the rezoning request from Single Family Residential-Small

Lot (R-1A) to Residential Multi-Family High Density District (R-MFHD) as the property meets

area requirements and has adequate ingress and egress. The request is compatible with the residential trends

and land use patterns in the area. If approved, the owner must comply with all City Ordinances and

City Department requirements.

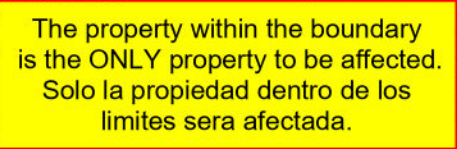
Laura Fonseca, Planner II

PREPARED BY

11.8.2024

DATE

1.161 AC OUT OF LOTS 2 & 3 BLOCK D BEING ALL THAT PART OF
THE RIGHT OF WAY OF LATERAL F LYING E OF THE RD IN THE W
320 FT OF BLOCK D
OSCAR J.E GARZA M.
AERIAL

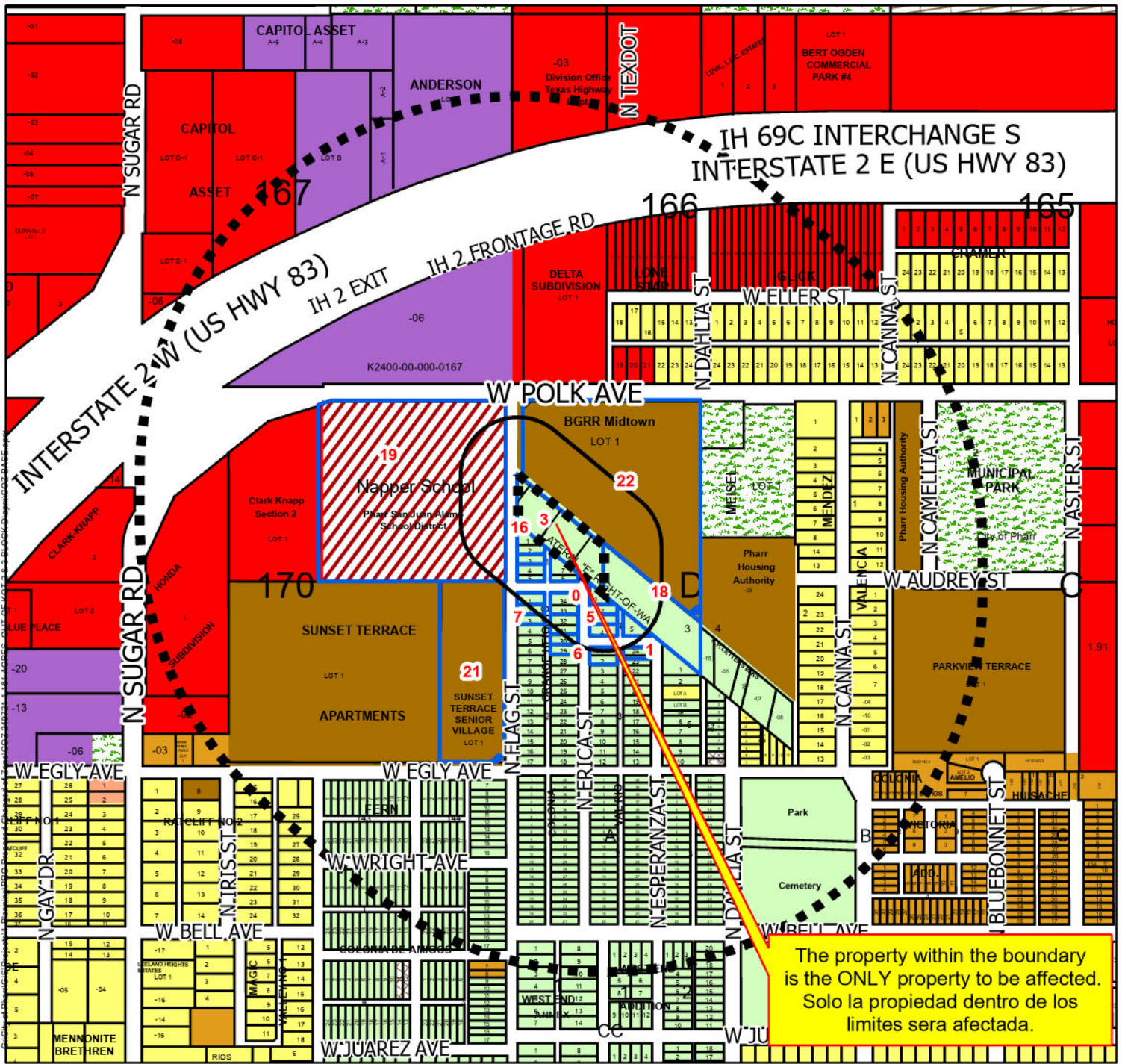


-  NOTIFIED PROPERTIES
 QUARTER MILE RADIUS
 SUBJECT PROPERTY
 200 FT RADIUS

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



PROPOSED CHANGE OF ZONE
 1.161 AC OUT OF LOTS 2 & 3 BLOCK D BEING ALL THAT PART OF
 THE RIGHT OF WAY OF LATERAL F LYING E OF THE RD IN THE W
 320 FT OF BLOCK D
 OSCAR J.E GARZA M.
 ZONING



- | | | | |
|-------------------------|---------------------------------------|-------------------|--------------------------|
| NOTIFIED PROPERTIES | Single Family | Rail Road R.O.W | Limited Industrial |
| QUARTER MILE RADIUS | Single Family Small Lot | Government Owned | Neighborhood Commercial |
| SUBJECT PROPERTY | Residential Multi-Family | General Business | Office Professional |
| 200 FT RADIUS | Residential Multi-Family High Density | Business District | PSJA ISD |
| Zoning | Mobile Home | Drainage Easement | Hidalgo ISD |
| ZONE | Townhouse | Heavy Commercial | Valley View ISD |
| Agricultural Open Space | HUD Code | Heavy Industrial | Planned Unit Development |

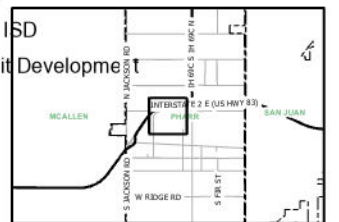
City of Pharr, Texas
 Engineering Department
 956.402.4242

Scale: 1:6,000

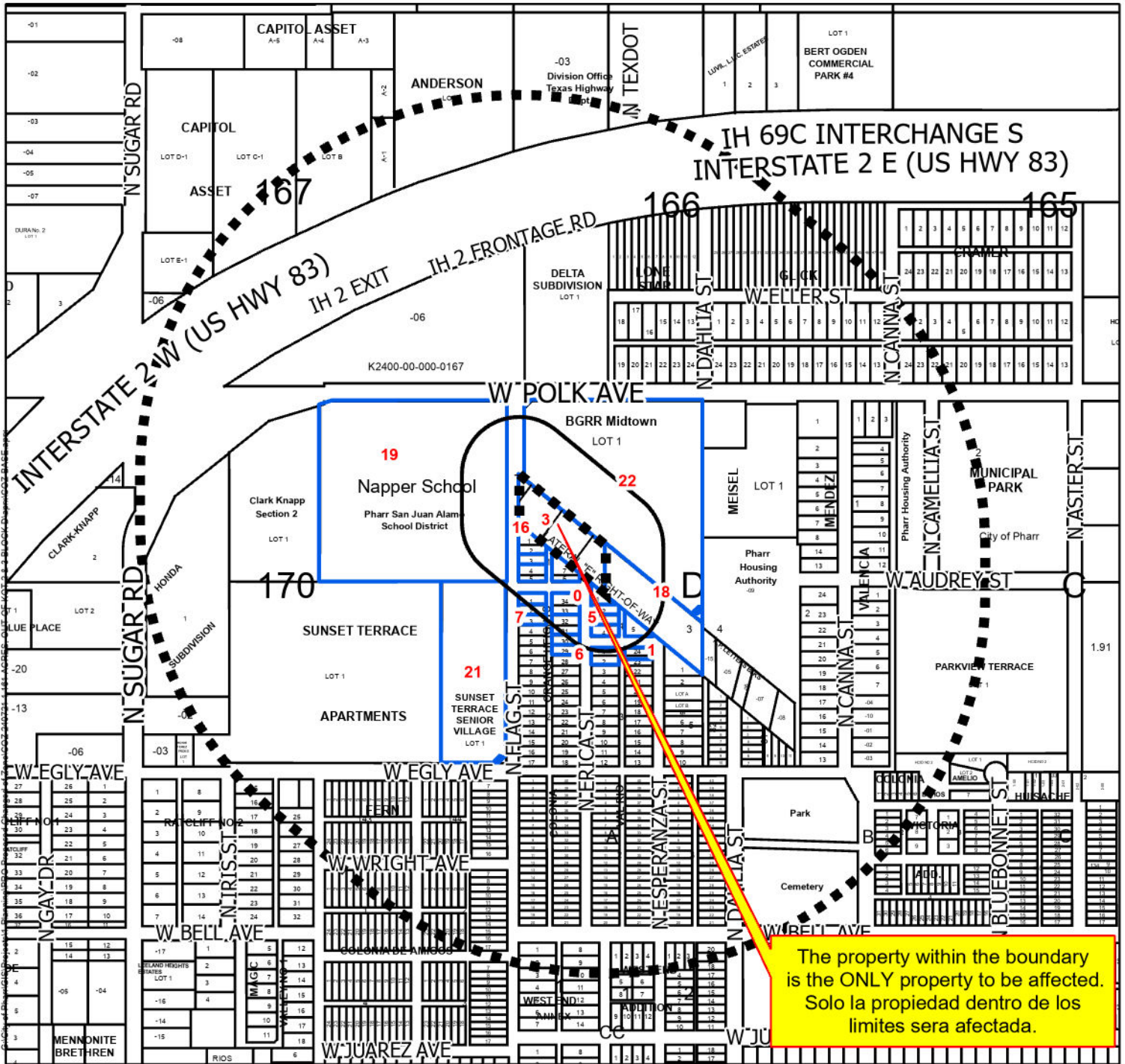


Date: 7/11/2024

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



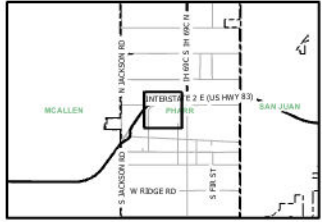
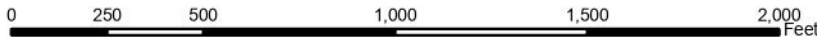
PROPOSED CHANGE OF ZONE
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 THE RIGHT OF WAY OF LATERAL F LYING E OF THE RD IN THE W
 320 FT OF BLOCK D
 OSCAR J.E GARZA M.
 RADIUS



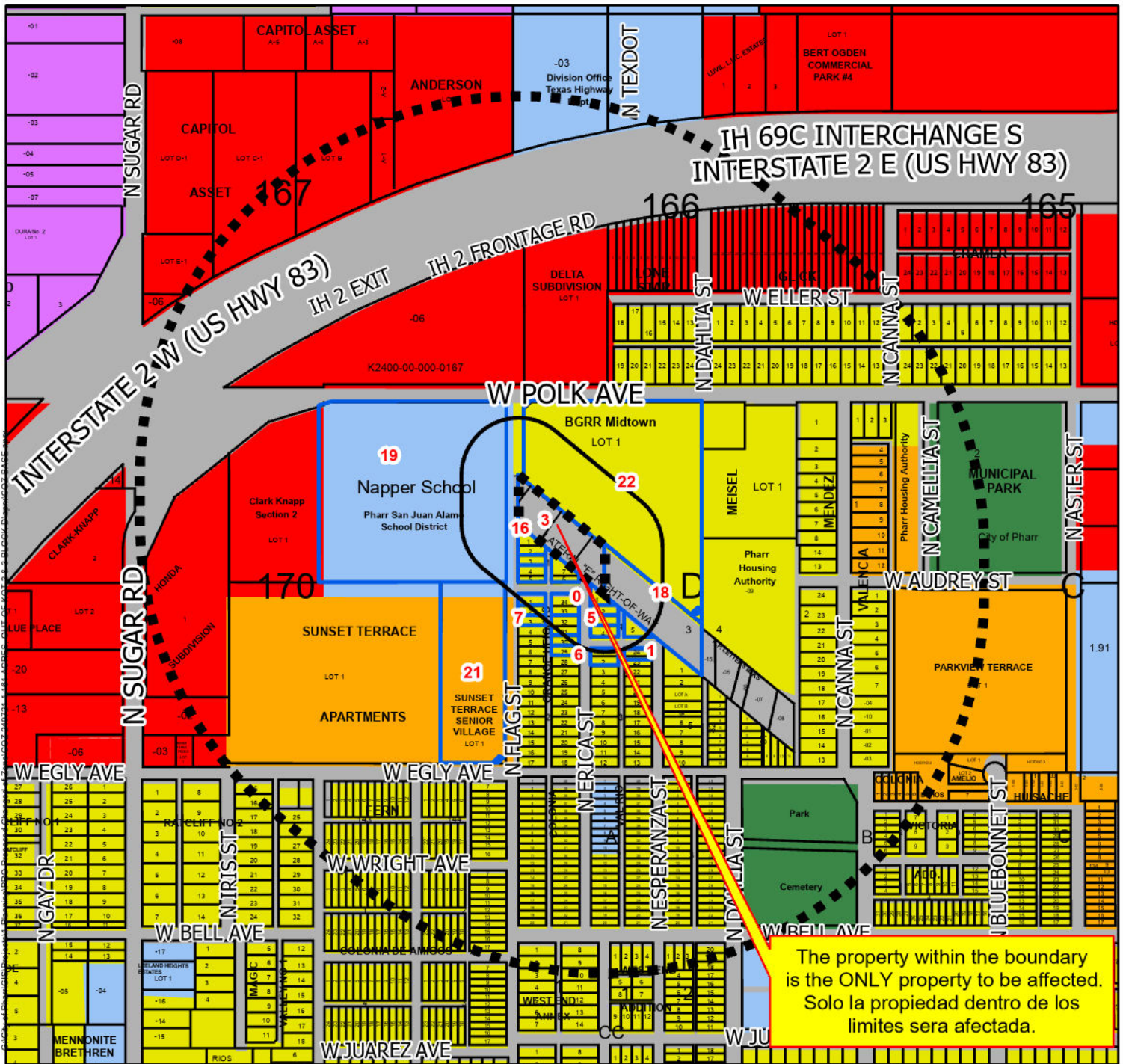
The property within the boundary
 is the ONLY property to be affected.
 Solo la propiedad dentro de los
 limites sera afectada.

- NOTIFIED PROPERTIES
- QUARTER MILE RADIUS
- SUBJECT PROPERTY
- 200 FT RADIUS

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PROPOSED CHANGE OF ZONE
 1.161 AC OUT OF LOTS 2 & 3 BLOCK D BEING ALL THAT PART OF
 THE RIGHT OF WAY OF LATERAL F LYING E OF THE RD IN THE W
 320 FT OF BLOCK D
 OSCAR J.E GARZA M.
 FUTURE LAND USE



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

Future Land Use

FUTURELAND

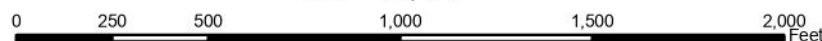
- Irrigation
- Agriculture
- Single Family Res.

- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- NOTIFIED PROPERTIES
- QUARTER MILE RADIUS
- SUBJECT PROPERTY
- 200 FT RADIUS

City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 7/11/2024

Scale: 1:6,000



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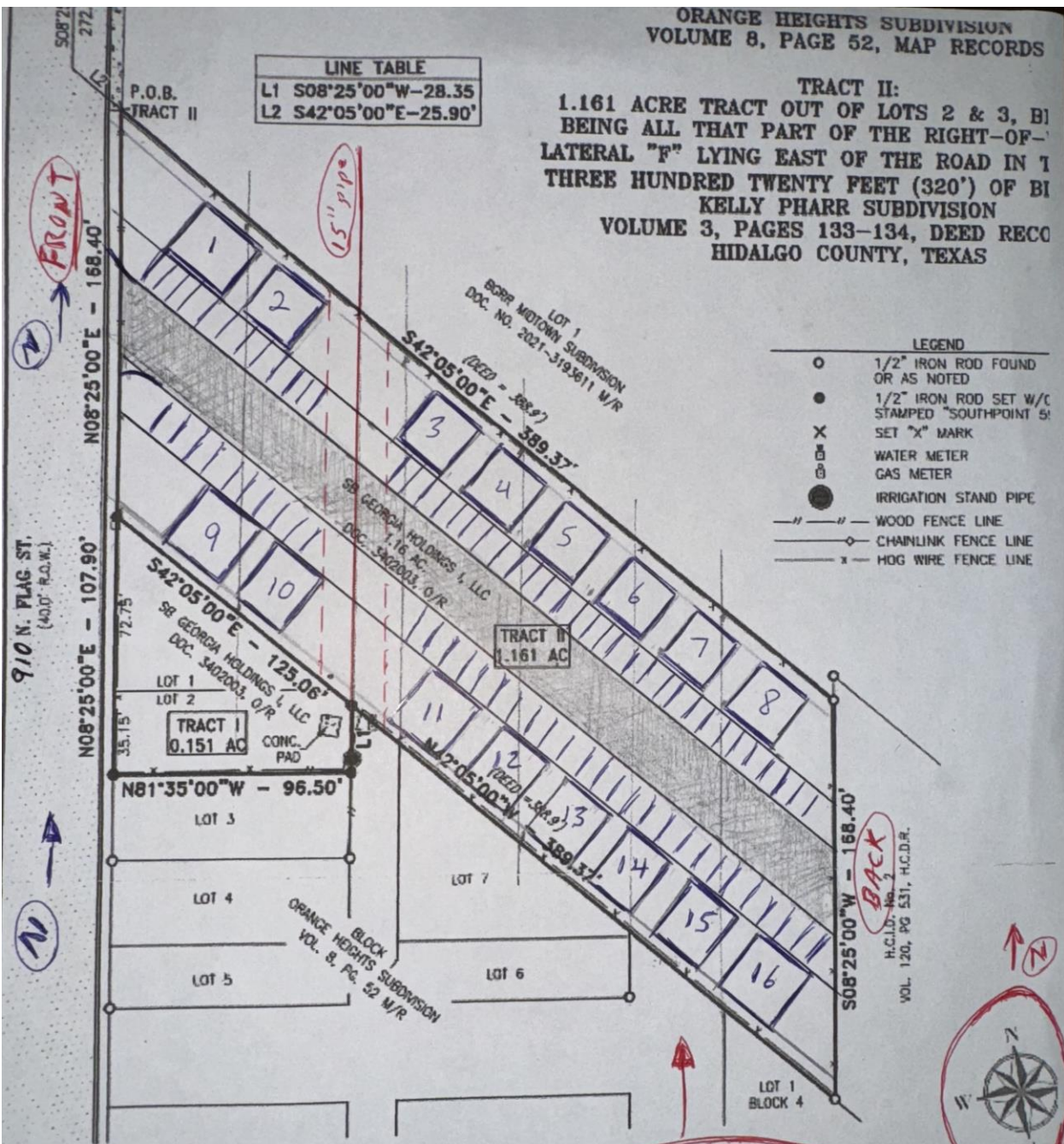


ORANGE HEIGHTS SUBDIVISION
VOLUME 8, PAGE 52, MAP RECORDS

TRACT II:
1.161 ACRE TRACT OUT OF LOTS 2 & 3, B1
BEING ALL THAT PART OF THE RIGHT-OF-
LATERAL "F" LYING EAST OF THE ROAD IN 1
THREE HUNDRED TWENTY FEET (320') OF B1
KELLY PHARR SUBDIVISION
VOLUME 3, PAGES 133-134, DEED RECO
HIDALGO COUNTY, TEXAS

LINE TABLE	
L1	S08°25'00"W-28.35'
L2	S42°05'00"E-25.90'

LEGEND	
○	1/2" IRON ROD FOUND OR AS NOTED
●	1/2" IRON ROD SET W/C STAMPED "SOUTHPOINT 5"
X	SET "X" MARK
⊗	WATER METER
⊙	GAS METER
⊕	IRRIGATION STAND PIPE
—	WOOD FENCE LINE
—◇—	CHAINLINK FENCE LINE
—x—	HOG WIRE FENCE LINE



NOTES:
1. BEARINGS ARE BASE ON RECORD CALLS AS DESCRIBED IN
DOCUMENT NO. 3402003, OFFICIAL RECORDS, HIDALGO COUNTY,
TEXAS.

2. THIS PROPERTY APPEARS TO LIE WITHIN ZONE "R" (ARFAS)

16-DUPLEX
High Density Multi
Family Residential

50 25 0
1"=50'



Pharr
Development Services



Site Photo
910 North Flag Street





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance imposing a moratorium on applications and plans for development, permits, plats, verifications, rezoning, site plans and new or revised certificates of occupancy for commercial car washes within the City of Pharr. *(1st Reading)* This item supports **EV - Economic Vitality**.

Classification: Regular

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

Issue: The City of Pharr, Texas seeks to adopt and implement a moratorium on applications and plans for development, permits, plats, verifications, rezoning, site plans and new or revised certificates of occupancy for commercial car washes within the City of Pharr.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 11/26/2024
Approved - 11/27/2024
Final Approval - 11/27/2024

ORDINANCE NO. O-2024-

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, IMPOSING A MORATORIUM ON APPLICATIONS AND PLANS FOR DEVELOPMENT, PERMITS, PLATS, VERIFICATIONS, REZONINGS, SITE PLANS AND NEW OR REVISED CERTIFICATES OF OCCUPANCY FOR COMMERCIAL CAR WASH DEVELOPMENTS WITHIN THE CORPORATE CITY LIMITS OF PHARR; ADOPTING WRITTEN FINDINGS JUSTIFYING THE MORATORIUM; PROVIDING FOR WAIVERS AND LIMITED EXCEPTIONS TO THE MORATORIUM; AND ESTABLISHING AN EXPIRATION DATE.

WHEREAS, the City Commission and citizens of the City have concerns about the impacts of commercial car wash developments on essential public facilities, resulting in the creation of shortages, unplanned needs and other inadequacies of public infrastructure and facilities, including but not limited to that related to traffic management, street infrastructure, park and open space, police, fire, code enforcement and data systems as well as other operational and oversight systems; and

WHEREAS, the City Commission and citizens of the City have concerns about the impacts of commercial car wash developments creating a significant need for other public facilities, including but not limited to park and open space, police, fire, code enforcement and data systems as well as other operational and oversight systems and that the failure to provide these public facilities would result in an overcapacity of such public facilities or would be detrimental to the health, safety, and welfare of the residents of the City; and

WHEREAS, the City needs to determine the adequacy of the City's current regional wastewater facilities and the need beyond the estimated capacity that is expected to result from new commercial car wash developments; and

WHEREAS, the City needs to address water scarcity concerns and regulate the proliferation of from new commercial car wash developments; and

WHEREAS, the City needs to determine distance restrictions to prevent new car washes from being established too close to existing ones and residential districts; and

WHEREAS, the Texas Local Government Code ("LGC"), Subchapter E, "Moratorium on Property Development in Certain Circumstances," of Chapter 212, "Municipal Regulation of Subdivisions and Property Development," authorizes a municipality to adopt a moratorium on property development after proper notice and two public hearings; and

WHEREAS, at the request of the City Commission, City staff is currently reviewing and analyzing all commercial car wash developments to determine whether current classifications

and standards are in the best interests of the public health, safety and welfare of the City; with focus upon the shortages and need for public infrastructure and facilities created by commercial car wash developments and those issues identified in LGC Sections 212.135(b) and 212.135l(b); and

WHEREAS, the Planning and Zoning Commission and the City Commission, in compliance with Chapter 212, Subchapter E, of the Texas Local Government Code, have given requisite notice by publication and otherwise, and after holding public hearings to afford a full and fair hearing to all property owners generally and to all persons, and in the exercise of its legislative discretion have concluded that a moratorium should be imposed on applications and plans for development, permits, plats, verifications, rezonings, site plans and new or revised certificates of occupancy for commercial car wash developments within the corporate city limits of Pharr; and

WHEREAS, two public hearings were held on the following dates: Planning and Zoning Commission on November 25, 2024, and City Commission on December 2, 2024; and

WHEREAS, Exhibit "A" provides an initial report, working plan and time schedule for the implementation of regulations to address water scarcity concerns and regulate the proliferation of commercial car washes. Also be implementing distance restrictions to prevent new car washes from being established too close to existing ones and residential districts, including comprehensive plan amendments and zoning or other ordinance changes to effectuate staff's recommendations; and

WHEREAS, based upon the information provided by staff, evidence provided by citizens at the public hearings and otherwise, the summary provided in Exhibit "A" as well as other reasonably available information (the "Evidence"), all of which is incorporated herein by reference, the City Commission makes the following findings required by Section 212.135 of the LGC:

(1) The Evidence demonstrates the extent of need beyond the estimated capacity of existing essential public facilities that is expected to result from new commercial car wash developments, including:

(A) the public street facilities currently operating near, at, or beyond capacity;

- (B) the portion of that capacity committed to commercial car wash developments; and
 - (C) the City's water & wastewater facilities are at capacity; and
 - (D) the City is to address water scarcity concerns and regulate the proliferation of commercial car washes.
- (2) The Evidence demonstrates that the moratorium must be citywide in its reach because the impacts of commercial car wash developments cannot be isolated to specific areas of the City, and is limited to prospective development; and

WHEREAS, the City Commission further finds, based upon the Evidence and as required by Section 212.1351 of the LGC, that the City's existing zoning, development and other regulations applicable to commercial car wash developments are inadequate to prevent that development from being detrimental to the public health, safety or welfare of the residents of the municipality, alternative methods of achieving the objectives the moratorium are unsatisfactory and the City Commission has approved a working plan and time schedule for achieving the objectives of the moratorium.

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

SECTION 1. That all of the above premises are hereby found to be true and correct legislative and factual findings of the City Commission and they are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION 2. That a moratorium is hereby adopted and imposed on applications and plans for development, permits, plats, verifications, rezonings, site plans and new or revised certificates of occupancy for commercial car wash developments within the corporate city limits of Pharr, said moratorium to allow the Planning and Zoning Commission and the City Commission to review the Comprehensive Plan, the Zoning Ordinance, the Code of Ordinances and other ordinances and regulations of the City to consider appropriate amendments, if any, to the existing regulations for commercial car wash developments, and whether to adopt any new ordinances or regulations to regulate such uses. No new, expanded or modified Commercial car

wash Developments are to be allowed within the corporate city limits of Pharr until said review is completed and the ordinances of the City are amended as necessary, or until this moratorium, including extensions, if any, shall have expired, whichever occurs first.

SECTION 3. That except as otherwise provided herein, after the effective date of, and extending for the duration of this moratorium (including any extensions hereto), no City employee, officer, official, agency, department, board or commission of the City shall accept for filing any application or plan for development for permits, plats, verifications, rezonings, site plans and new or revised certificates of occupancy for new, expanded or modified commercial car wash developments within the corporate city limits of Pharr. Any City employee, officer, official, agency, department, board or commission of the City in receipt of any such application or plan for development shall forward the same to the Director of Development Services (the "Director"), who shall review the application or plan for development to determine whether the application or plan for development is subject to this moratorium. Receipt of an application or plan for development for the limited purpose of such review shall not constitute filing or acceptance of the application or plan for development. In the event the Director determines that an application or plan for development is subject to the moratorium, the Director shall take no further action on the application or plan for development and shall reject the same, and shall return the application or plan for development to the person or entity attempting to file the same. Further, due to the inherent limitations for monitoring and oversight of applications submitted through Accela, the City's electronic development submittal and review software system, all applications or plans for development for new, expanded or modified commercial car wash developments shall be submitted exclusively in hardcopy paper format and not through Accela for the duration of this moratorium (including any extensions hereto). Any submittal or attempted submittal of any such application or plan for development through Accela is hereby rejected, regardless of whether the applicant receives subsequent acknowledgement or notice that such application or plan for development has been rejected, and neither the Director nor any other employee or official of the City shall be obligated to provide acknowledgement or notice of rejection to the electronic applicant.

SECTION 4. That an applicant for a development of commercial car washes as described herein may apply for a waiver to this moratorium by submitting a written request for waiver to the City Commission, which shall be voted on by the City Commission within twenty-one (21) days after receipt of the request, or within ten (10) days after receipt if the request for waiver is based on reasons provided in Section 212.137 of the LGC. The request shall be in writing and submitted to the City Clerk, who shall forward the request to the Director for processing and recommendation to the City Commission. The City Commission may authorize or deny the requested waiver, and if authorized, direct the applicable City official to accept a completed application and process the application subject to conditions necessary to ensure that the proposed development would not cause adverse effects to the surrounding property or the City's infrastructure and to carry out the spirit and purpose of this ordinance. The City

Commission should not release the applicant from the requirements of this ordinance unless the applicant first presents credible evidence from which the City Commission can reasonably conclude that (1) the application of this ordinance to the applicant would be likely to deprive the applicant of rights protected by law; or (2) the proposed development is compatible with the land use in proximity to the proposed development and permitting the development to proceed would not cause adverse effects to surrounding property or the City infrastructure or be contrary to the spirit and purpose of this ordinance.

SECTION 5. That the provisions of this ordinance do not apply to any new, expanded or modified development or use that is being constructed or is to be constructed pursuant to an Economic Development 380 Agreement with the City of Pharr or any completed application or plan for development for a permit, plat, verification, rezoning, site plan or new or revised certificate of occupancy for any new, expanded or modified commercial car wash developments that were filed prior to November 25, 2024, such date being the fifth business day after the date on which the City published notice of public hearings to consider this ordinance.

SECTION 6. That the provisions of this ordinance do not apply to applications for roof, electrical, plumbing and mechanical permits for existing commercial car wash developments if the permits are required solely for property maintenance.

SECTION 7. That this ordinance shall expire upon ninety (90) days after its adoption unless extended as allowed by applicable law.

SECTION 8. That for purposes of this moratorium, the terms set forth herein shall have the same meanings assigned by Chapter 212, Subchapter E, of the LGC, the Pharr Zoning Ordinance and Code of Ordinances of the City, except as otherwise provided herein. "Permit" shall mean a license, certificate, approval, registration, consent, permit or other form of authorization required by law, rule, regulation, order or ordinance that a person must obtain to perform an action or initiate, continue or complete a project for which the permit is sought, including a verification, contract or agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated or controlled by a regulatory agency.

SECTION 9. That as soon as practical after the adoption of this ordinance, the Director shall publish on the City of Pharr website an advisory for the convenience of the public, which announces the moratorium on commercial car wash developments and provides information on the duration and applicability of the moratorium, the opportunity and procedures for submitting a request for a waiver, and other pertinent terms of this ordinance.

SECTION 10. Should any word, sentence, clause, paragraph or provision of this ordinance be held to be invalid or unconstitutional, the validity of the remaining provisions of this ordinance shall not be affected and shall remain in full force and effect.

PASSED AND APPROVED on first reading by the City Commission of the City of Pharr, Texas, on the 2nd day of December 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED on second and final reading by the City Commission of the City of Pharr, Texas, on the 16th day of December 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

Exhibit “A”

Summary of Information

Traffic and Streets

Commercial car washes can attract a high volume of vehicles, leading to congestion in the surrounding area, especially during peak hours. Limited parking spaces can cause vehicles to park on nearby streets, affecting local traffic flow and potentially causing safety hazards. Increased vehicle movement can pose risks to pedestrians, especially if the car wash is located near residential areas or schools.

The operation of car washes, including the use of water and cleaning chemicals, can contribute to noise and environmental pollution, affecting nearby residents and businesses.

Addressing these concerns often involves careful planning, implementing traffic management measures, and ensuring compliance with local regulations to minimize the impact on the community

Water Supply

The City of Pharr is to address water scarcity concerns and regulate the proliferation of commercial car washes. This measure aims to ensure sustainable water usage and minimize environmental impact while the city works on a more comprehensive development code. Drought management reduces water use during times of drought by temporarily restricting certain economic and domestic activities such as car washing and landscaping irrigation.

Sanitary Sewer

The City of Pharr has identified a need to prevent a shortage of essential public facilities, namely wastewater. There are some sanitary sewer lift stations that are at capacity that would not be able to handle the need of new commercial car wash developments. The City of Pharr has ensured that it provides superior wastewater service to its citizens in a timely manner, and in a way that allows it to be treated to the highest level required by the state and then reuse the effluent, further protecting the environment.

Distance Restrictions

The city will be implementing distance restrictions to prevent new car washes from being established too close to existing ones and residential districts. These regulations aim to prevent over concentration of car washes in certain areas, conserve water, and ensure better way of life.

Working Plan

- Research existing commercial car wash zoning regulations including density regulations, traffic management regulations, water supply, waste water and other city's regulations and any legal parameters.
- Prepare distance restrictions to prevent new car washes from being established too close to existing ones and residential districts.
- Prepare options for Commission discussion.
- Draft ordinance language for Planning and Zoning Commission and City Commission consideration.

Time Schedule

November 20, 2024 – Notice of Public Hearing published in the Advance

November 25, 2024 – 1st Public Hearing Planning and Zoning Commission

December 2, 2024 – 2nd Public Hearing City Commission

December 2, 2024- 1st reading of ordinance City Commission

December 16, 2024 – 2nd reading of ordinance City Commission



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 2024

FROM: Jamison Merrick, Interim Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Submission of Certified Tax Roll Totals 2024 as of October 1, 2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: Hidalgo County issued an official letter certified by Hidalgo County Tax Assessor-Collector for Certified Tax Roll.

The County of Hidalgo requests this be placed on the City Commission Agenda for approval.

Please refer to the attached report.

Fiscal Consideration: N/A

Staff Recommendation: This is for presentation only.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
Jamison Merrick
Fabiola Sanchez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 11/26/2024
Approved - 11/26/2024
Approved - 11/26/2024
Approved - 11/27/2024
Approved - 11/27/2024
Final Approval - 11/27/2024

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



October 31, 2024

Jonathan B. Flores, Interim City Manager
City of Pharr
118 S. Cage Blvd.
Pharr, TX. 78577

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

Dear Mr. Flores,

Enclosed please find the 2024 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

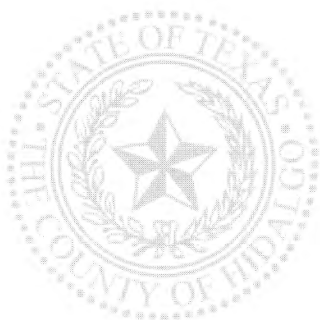
Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,

Pablo (Paul) Villarreal Jr., PCC
Hidalgo County Tax Assessor-Collector

Xc: Hon. Letty Chavez
Hidalgo County Auditor



CITY OF PHARR

ENTITY

The Following information is furnished as requested.

NOTE: IT IS IMPORTANT YOU COMPLETE EACH SECTION SEPARATELY.

Itemized 2024 Tax Rate (per \$100 valuation):

(A) Maintenance and Operation (M and O) \$ 0.5887

(B) Debt Service (I and S) \$ 0.1789

Total TAX RATE (A + B) FOR 2024 \$ 0.7676

Total TAX LEVY FOR 2024 \$ 35,589,088.70

No-New-Revenue Rate 2024 \$ 0.7363

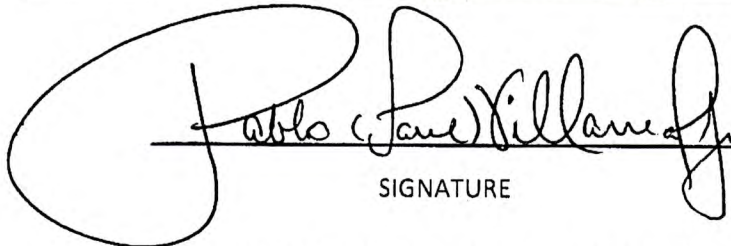
Voter-Approval Rate 2024 \$ 0.8182

De Minimis Rate 2024 \$ 0.7542

Average Residential Value 2024 \$ 140,441

10/10/2024

DATE


SIGNATURE

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR

TITLE

PLEASE RETURN AS SOON AS POSSIBLE TO:

HIDALGO COUNTY APPRAISAL DISTRICT

Attn: Lydia Elizondo, Finance/Personnel Director

PO BOX 208

EDINBURG, TX 78540-0208

FAX: (956) 289-2120

ENTITY CITY OF PHARR (CPR)
JURISDICTION 33

2024

EXEMPT VALUE (EXXV)		TOTAL PARCELS		28,453
AG EXCLUSION	156,523,777	TOTAL MARKET VALUE		6,157,727,188
HS CAPPED AMOUNT	177,629,983	TOTAL EXEMPT PROPERTY	-	1,328,177,827
NHS CAPPED	15,554,891	TAXABLE VALUE	=	4,829,549,361
FREEPORT VALUE	58,342,168	TAX RATE PER \$100	*	0.7676
HB366 VALUE	246,190	LEVY (Before Frozen Levy Loss)	=	37,071,620.90
POLLUTION VALUE	213,199	LEVY LOSS DUE TO FREEZE	-	1,529,686.56
HISTORICAL VALUE		2525D	+	0.00
		LATE AG	+	62.39
CHDO EXEMPTION		LATE RENDITION	+	47,091.21
SURVIVING SPOUSE 1ST RESPOND	167,374	LEVY	=	35,589,087.94
100% EXEMPT VET	43,683,580	TOTAL LEVY (From TC502)	=	35,589,088.70
OVER 65 HOMESTEAD EXEMPTION	43,733,933	VARIANCE	+/-	-0.76
OVER 65 HOMESTEAD SURVIVING SPOUSE	2,700,000			
VETERAN EXEMPTIONS	3,420,956			
EXEMPT	9,968,132			
PRORATED EXXV	815,226,867			
PRO MISC EXEMPTS	578,809			
SOLAR	187,968			
PRORATED				
TOTAL EXEMPT PROPERTY	1,328,177,827			

CERTIFIED TAX ROLL AS OF OCTOBER 1, 2024

TAX ASSESSMENT ROLLS OF CITY OF PHARR FOR THE YEAR 2024 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	26,127	5,529,819,154	4,261,782,872	1,529,686.56	31,183,821.62
PERSONAL PROPERTY	2,326	627,908,034	567,766,489	.00	4,405,267.08
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
TOTAL	28,453	6,157,727,188	4,829,549,361	1,529,686.56	35,589,088.70

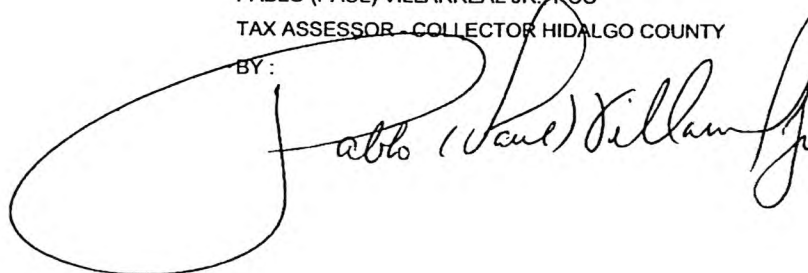
RATE OF TAXATION ASSESSMENT RATIO 100%

TOTAL TAX RATE 00.767600

PABLO (PAUL) VILLARREAL JR., PCC

TAX ASSESSOR - COLLECTOR HIDALGO COUNTY

BY :



10/08/2024 03:25 pm

tc502_juris_summary.rep v1.23

Request Seq.: 4655110

CAD Seq.: 92921024

Tax Collection System - HIDALGO COUNTY

Certified Roll Jurisdiction Summary

Page 20 of 267

Processing For Tax Year: 2024 County Code: ALL Tax Unit: ALL Roll Codes: ALL

Jurisdiction: **33 CITY OF PHARR**

Total Parcels:	28,453	Tax Rate:	0.7676000		
Market Value:	6,157,727,188	State Hom:	0	Opt Hom:	0.0000000
		State O65:	0	Opt O65:	10,000
		Disabled:	0	Opt Disabled:	0

AG Exclusion Count:	189	AG Exclusion Amt:	156,523,777
Timber Exclusion Count:	0	Timber Exclusion Amt:	0
HS Capped Count:	8,701	HS Capped Amt:	177,629,983
NHS Capped Count:	424	NHS Capped Amt:	15,554,891
Assessed Value:	5,808,018,537		

Exempt Cnt/Amt:	22	9,968,132	Solar Exemption Cnt/Amt:	6	187,968
Hb366 Cnt/Amt:	218	246,190	Freeport Cnt/Amt:	28	58,342,168
100% Exempt Vet Cnt/Amt:	227	43,683,580	Pollution Control Cnt/Amt:	1	213,199
Immed Residential Homestead Cnt/Amt:	41	0	Pro Misc Exempts Cnt/Amt:	2	578,809
Prorated-Exxy Cnt/Amt:	636	815,226,867	Surviving Spouse First Responder Cnt/Amt:	1	167,374

State Homestead Count:	11,852	State Homestead Amt:	0
Local Homestead Count:	0	Local Homestead Amt:	0
State Over 65 Count:	0	State Over 65 Amt:	0
Local Over 65 Count:	4,504	Local Over 65 Amt:	43,733,933
Surviving Spouse Count:	284	Surviving Spouse Amt:	2,700,000
State Disabled Count:	0	State Disabled Amt:	0
Local Disabled Count:	357	Local Disabled Amt:	0
Total VET Count:	309	Total VET Amt:	3,420,956
*VET Surviving Spouse Count:	28	*VET Surviving Spouse Amt:	309,000
*included in the Total VET Count/Amt			

Partial Exempt Values:	49,854,889		
Taxable Value:	4,829,549,361		
Total Levy Amt:	35,589,088.70		
Late AG Penalty Count:	2	Late AG Penalty Amt:	62.39
Late Rendition Penalty Count:	808	Late Rendition Penalty Amt:	47,091.21
Frozen Account Count:	4,944		
Frozen Homesite Value:	524,065,261		
Frozen Taxable Value:	456,423,803		
Unfrozen Levy Amt:	3,503,509.18		
Frozen Levy Amt:	1,973,822.62		
Frozen Levy Loss Amt:	1,529,686.56		
Total Non-Exempt Parcel Count:	28,431		



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 2024

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on renewal of a three (3) year Enterprise Agreement with Microsoft through SHI Government Solutions, Inc. using Texas DIR Cooperative Contract #DIR-CPO-5237 for citywide Office 365 email and software services, in the amount of \$121,712.64. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The City of Pharr has been on the Microsoft Office 365 government cloud system for email and software services for 6 years now and our current enterprise agreement is about to expire.

(Project No. 2425-01-518-S08-01)

Fiscal Consideration: \$121,712.64

Staff Recommendation: Staff recommends renewal of agreement for 3 years.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 11/26/2024
Approved - 11/26/2024
Approved - 11/27/2024
Approved - 11/27/2024
Final Approval - 11/27/2024



Pricing Proposal

Quotation #: 25582502

Reference #: EA - 51902939 (Budgetary only) Quote 1

Created On: 11/26/2024

Valid Until: 12/31/2024

TX-City of Pharr

Jose Pena

Pharr, TX

United States

Phone: 956 -402 -4000

Fax:

Email: Jose.Pena@pharr-tx.gov

Inside Account Manager - Public Sector

Victor Arias

290 Davidson Ave.

Somerset, NJ 08873

Phone: (732)-317-6938

Fax:

Email: Victor_arias@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Entra ID P2 Gov Sub Per User Microsoft - Part#: MQN-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 1 of 3 - Budgetary only	1	\$84.00	\$84.00
2	O365 F3 GCC Sub Per User Microsoft - Part#: 3KS-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 1 of 3 - Budgetary only	420	\$37.56	\$15,775.20
3	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 1 of 3 - Budgetary only	15	\$104.88	\$1,573.20
4	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 1 of 3 - Budgetary only	415	\$250.08	\$103,783.20
5	Power Apps Premium GCC Sub Per User Microsoft - Part#: SEL-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 1 of 3 - Budgetary only	1	\$217.44	\$217.44
6	Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001	1	\$163.08	\$163.08

Contract Name: Adobe/Microsoft Software & Related Services

Contract #: DIR-CPO-5237

Coverage Term: 1/1/2025 – 12/31/2025

Note: Year 1 of 3 - Budgetary only

7	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 1 of 3 - Budgetary only	961	\$0.00	\$0.00
8	M365 F1 GCC Sub Per User Microsoft - Part#: 3EB-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 1 of 3 - Budgetary only	1	\$23.64	\$23.64
9	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 1 of 3 - Budgetary only	1	\$92.88	\$92.88
			Subtotal	\$121,712.64
			Shipping	\$0.00
			Total	\$121,712.64

Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.B.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 2024

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on affiliation agreement with Firstline Holding Group for EMS student clinical rotations and EMS education. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: This agreement will allow students to do their clinical rotations and medical direction intern the City of Pharr to send EMT and Advance EMT students for free.

Fiscal Consideration: This agreement will allow for EMS training at no cost.

Staff Recommendation: Staff recommends approval of this agreement which will allow for EMS training at no cost.

Alternatives: The alternative is not to sign the agreement.

Exclude Material from Public Packet? No

Reason: This item is not excluded.

ROUTING:

Daniel Ramirez

Mayra Gomez

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 11/26/2024

Approved - 11/26/2024

Approved - 11/27/2024

Approved - 11/27/2024

Final Approval - 11/27/2024

AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE (“Agreement”) is made as of December 2nd, 2024 (the “Effective Date”) by and between City of Pharr, Texas, (“Affiliate”) and Firstline Holding Group (“Educational Institution”). the EDUCATIONAL INSTITUTION and Affiliate may be referred to herein individually as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, Educational Institution enrolls students in an approved Texas Department of State Health Services EMS program (the “EMS Program”);

WHEREAS, Affiliate operates a comprehensive EMS system located at 3000 N Cage Blvd Pharr, TX, 78577 (the “Facility”);

WHEREAS, EDUCATIONAL INSTITUTION desires to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Affiliate will make the Facility available to EDUCATIONAL INSTITUTION for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION.

(a) **Clinical Program**. EDUCATIONAL INSTITUTION will develop, implement, and operate the clinical learning experience (“Clinical Program”) component of the Accredited Program at the Facility in a form and format acceptable to Affiliate. EDUCATIONAL INSTITUTION may modify the Clinical Program from time to time, with Affiliate’s permission, and will promptly incorporate reasonable changes to the Clinical Program requested by Affiliate from time to time. With respect to the Clinical Program, EDUCATIONAL INSTITUTION will:

- (i) ensure the adequacy of Accredited Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Accredited Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a “Participating Student”);
- (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Affiliate policies and procedures prior to the

commencement of each Clinical Program rotation during the Term (each a “Rotation”);

- (iii) provide training for Affiliate’s representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Affiliate from time to time;
- (iv) identify to Affiliate each Program Participant who will participate in a Rotation as soon as that information is reasonably available to EDUCATIONAL INSTITUTION;
- (v) require Program Participants to comply with applicable laws and Affiliate policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Affiliate patients, staff and Clinical Program supervisors with courtesy and respect and to not disrupt Facility operations or the provision of health care services for Affiliate’s patients;
- (vii) timely prepare and update with input from Affiliate rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Affiliate;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Affiliate regarding Participating Student Clinical Program performance and evaluations and other pertinent information;
- (x) participate and ensure that Program Participants participate in Affiliate's Quality Assurance and related programs, if any;
- (xi) participate and require Program Participants to participate in all reasonable or necessary Affiliate training sessions and programs from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Affiliate from time to time.

(b) Responsibility.

- (i) EDUCATIONAL INSTITUTION will retain ultimate responsibility: for the appointment of faculty from the Accredited Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students’ performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Accredited Program faculty and other EDUCATIONAL INSTITUTION representatives onsite at the Facility (collectively “Program Participants”) shall be accountable to the Affiliate's

Administrator or other designated personnel while onsite at the Facility.

- (iii) EDUCATIONAL INSTITUTION will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, EDUCATIONAL INSTITUTION's Program Representative will follow-up with Affiliate's Program Representative to address unresolved issues.
- (c) **Compliance with Program Requirements.** EDUCATIONAL INSTITUTION acknowledges that compliance by EDUCATIONAL INSTITUTION and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code, Meals, Transportation.** EDUCATIONAL INSTITUTION will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. EDUCATIONAL INSTITUTION will cause Program Participants to pay for their own meals at the Facility. EDUCATIONAL INSTITUTION acknowledges and will regularly inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.
- (e) **Use of the Facility.** EDUCATIONAL INSTITUTION will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EDUCATIONAL INSTITUTION will cause each Program Participant to timely complete and save in Affiliate's systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. Affiliate will provide to EDUCATIONAL INSTITUTION a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EDUCATIONAL INSTITUTION will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Accredited Program faculty (*e.g.*, state licensure, board certification in the relevant Specialty, *etc.*), background checks and drug screens as determined reasonably necessary in Affiliate's discretion from time to time.
- (h) **Program Participant Statements.** EDUCATIONAL INSTITUTION shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

- (i) **Liability Insurance.** EDUCATIONAL INSTITUTION shall obtain and maintain general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers approved by Affiliate and covering the acts and omissions of Program Participants. EDUCATIONAL INSTITUTION will notify Affiliate at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Affiliate, upon request, certificates of insurance evidencing the above coverage.

Nothing in this Agreement is intended to be construed or interpreted as (1) denying either EDUCATIONAL INSTITUTION or Affiliate any remedy or defense available to it under state laws; (2) the consent of the State of Texas to be sued; or (3) a waiver of sovereign immunity of the State of Texas or EDUCATIONAL INSTITUTION beyond any waiver explicitly provided for in state statutes.

- (j) **Health of Program Participants.** EDUCATIONAL INSTITUTION will require each Program Participant to maintain health insurance or student accident insurance and provide proof of health or student accident insurance to EDUCATIONAL INSTITUTION prior to participating in the Clinical Program. EDUCATIONAL INSTITUTION will cause Program Participants to provide to Affiliate proof of health insurance as requested by Affiliate from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Affiliate's facility, the Affiliate, upon notice of such incident from the Participating Student, will provide such emergency care as it provides for its employees. EDUCATIONAL INSTITUTION acknowledges that Affiliate is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EDUCATIONAL INSTITUTION will ensure that each Participating Student furnishes to Affiliate prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years;
- (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
- (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization;
- (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC); and

- (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.
- (k) **Performance.** All faculty provided by EDUCATIONAL INSTITUTION to support the Clinical Program shall be faculty members of the Accredited Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting rules and regulations of EDUCATIONAL INSTITUTION as may be in effect from time to time. Neither EDUCATIONAL INSTITUTION nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.
- (l) **Background Checks.** EDUCATIONAL INSTITUTION will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Program Faculty and make this information available to Affiliate.
- (m) **Student Documentation.** EDUCATIONAL INSTITUTION will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.
- (n) **Access to Resources.** EDUCATIONAL INSTITUTION shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.
- (o) **Education.** EDUCATIONAL INSTITUTION shall provide 1 (one) spot for every EMT and Advanced EMT class held at no cost to Affiliate

2. RESPONSIBILITIES OF AFFILIATE.

- (a) Affiliate will make Facility access reasonably available to Program Participants and reasonably cooperate with EDUCATIONAL INSTITUTION's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.
- (b) Upon the request of EDUCATIONAL INSTITUTION, Affiliate shall assist EDUCATIONAL INSTITUTION in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to EDUCATIONAL INSTITUTION in a timely manner. However, EDUCATIONAL

INSTITUTION shall at all times remain solely responsible for the evaluation and education of Participating Students.

- (c) Affiliate will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (*e.g.*, needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided to its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Affiliate generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Affiliate will comply with applicable FERPA requirements. For purposes of this Agreement, EDUCATIONAL INSTITUTION shall designate Affiliate as a EDUCATIONAL INSTITUTION official with a legitimate educational interest in the educational records of Participating Students to the extent that access to EDUCATIONAL INSTITUTION'S records is required by Affiliate to carry out the Clinical Program.
- (e) Upon reasonable request, Affiliate will provide proof to EDUCATIONAL INSTITUTION that Affiliate maintains liability insurance in an amount that is commercially reasonable.
- (f) Affiliate will provide written notification to EDUCATIONAL INSTITUTION if a claim arises involving a Program Participant. Both Affiliate and EDUCATIONAL INSTITUTION agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Affiliate will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary, in Affiliate's discretion. Affiliate will notify EDUCATIONAL INSTITUTION's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from EDUCATIONAL INSTITUTION, Affiliate will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Accredited Program. Such inspections must be accompanied at all times by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.

- (i) Affiliate shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
- (j) Affiliate shall provide student security badges or other means of secure access to Facility patient care areas.
- (k) Affiliate shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (l) Affiliate shall provide secure storage space for Participating Students' personal items when at the Facility.
- (m) Affiliate shall provide qualified and competent staff members in adequate numbers for the instruction and supervision of students using the Facility.
- (n) Affiliate shall provide medical direction the instruction of students and for the EDUCATIONAL INSTITUTION first responder program.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EDUCATIONAL INSTITUTION's Program Representative shall be a faculty member who will be responsible for teaching and assessments provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) EDUCATIONAL INSTITUTION will provide qualified and competent Accredited Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both EDUCATIONAL INSTITUTION and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) EDUCATIONAL INSTITUTION acknowledges and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or EDUCATIONAL INSTITUTION. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is

reasonable and appropriate to the circumstances and to the Participating Student's level of training.

- (e) Any courtesy appointments to faculty or staff by either EDUCATIONAL INSTITUTION or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both EDUCATIONAL INSTITUTION and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) EDUCATIONAL INSTITUTION, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate operations and/or Affiliate's patients. In such event, EDUCATIONAL INSTITUTION will immediately remove the Participating Student from the Clinical Program. It is understood that only EDUCATIONAL INSTITUTION can dismiss the Participating Student from the Clinical Program. EDUCATIONAL INSTITUTION may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. EDUCATIONAL INSTITUTION on behalf of itself and each Program Participant hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If EDUCATIONAL INSTITUTION or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, EDUCATIONAL INSTITUTION will and will cause Program Participants to immediately deliver and endorse over to Affiliate all such amounts. EDUCATIONAL INSTITUTION will and will cause Program Participants not to bill Affiliate patients for services provided. EDUCATIONAL INSTITUTION will and will cause Program Participants to take all actions and execute all documents reasonably requested by Affiliate in order for Affiliate to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

- (a) The Parties hereby acknowledge that they are independent contractors, and neither EDUCATIONAL INSTITUTION nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership

or joint venture or similar relationship between the Parties. EDUCATIONAL INSTITUTION shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or EDUCATIONAL INSTITUTION for any purpose. Participating Students will not be entitled to receive any compensation from Affiliate or EDUCATIONAL INSTITUTION or any benefits of employment from Affiliate or EDUCATIONAL INSTITUTION, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EDUCATIONAL INSTITUTION acknowledges that Affiliate has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EDUCATIONAL INSTITUTION or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, each Party hereto shall indemnify and hold harmless the other Party and the other Party's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of either or any of its Program Participants, agents, representatives or employees in connection with this Agreement.

9. **CONFIDENTIALITY.** EDUCATIONAL INSTITUTION will, and will advise Program Participants, to keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. EDUCATIONAL INSTITUTION shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue unless and until terminated as provided below (the “Term”).
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination, or who are already scheduled to train at the Facility, shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Affiliate may immediately terminate this Agreement at any time upon notice to EDUCATIONAL INSTITUTION in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) EDUCATIONAL INSTITUTION hereby represents to Affiliate as of the Effective Date and warrants to Affiliate for the Term that EDUCATIONAL INSTITUTION and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EDUCATIONAL INSTITUTION, or a Program Participant being excluded from participation in the Federal health care programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EDUCATIONAL INSTITUTION will immediately notify Affiliate, in writing, of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of EDUCATIONAL INSTITUTION or of a Program Participant will be paid or reimbursed by Affiliate unless that expense is approved by Affiliate in writing in advance and is incurred and documented in accordance with applicable Affiliate travel and expense policies.

13. USE OF NAME OR LOGO. EDUCATIONAL INSTITUTION will not, and will cause Program Participants to not, use names, logos or marks associated with Affiliate without the express written consent of Affiliate in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state of Texas without regard to choice of law. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts located in Hidalgo County, Texas.

19. **ASSIGNMENT; BINDING EFFECT.** EDUCATIONAL INSTITUTION may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Affiliate: City of Pharr EMS
 3000 N. Cage
 Pharr, Texas
 78577
 Fax: 956-468-2175
 Email: ems@pharr-tx.gov
Attention:
EMS Chief Ramirez

Copy to: Charles Myles
 Program Director

Attention:

Texas EMS Academy
1111 Saratoga Blvd.
Corpus Christi, Texas 78417
or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, EDUCATIONAL INSTITUTION agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH ACT”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 (“HIPAA”) and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. EDUCATIONAL INSTITUTION further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EDUCATIONAL INSTITUTION will, and will cause Program Participants, to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates EDUCATIONAL INSTITUTION to cause the admittance of a patient to Affiliate or to use Affiliate’s services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. **NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. **EQUITABLE REMEDIES.** EDUCATIONAL INSTITUTION acknowledges that the injury which might be suffered by Affiliate in the event of any breach by EDUCATIONAL INSTITUTION or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual

damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

(Firstline Holding Group)

By: _____
Charles Myles

Title: Program Director

Date: _____

AFFILIATE

City of Pharr

By: _____
Dr. Jonathan Flores

Title: City Manager

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided to the undersigned in the form of experience in a clinical setting at City of Pharr EMS ("Affiliate"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by ("EDUCATIONAL INSTITUTION") at Affiliate unless such injury or loss arises solely out of Affiliate's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Affiliate or business entity (the “Affiliate”) for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Affiliate has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients’ health information. Additionally, the Affiliate must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, “Confidential Information”).

In the course of assignment at the Affiliate, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job-related duties in accordance with the Affiliate’s Privacy and Security Policies a copy of which have been made available to me. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Affiliate systems.

General Rules:

1. I will act in the best interest of the Affiliate and in accordance with its Code of Conduct at all times during my relationship with the Affiliate.
2. I understand that I should have no expectation of privacy when using Affiliate information systems. The Affiliate may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Affiliate, in accordance with the Affiliate’s policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Affiliate policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to

do so in support of Affiliate business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Affiliate's standards and policies including any record retention policies.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EDUCATIONAL INSTITUTION or at the Affiliate, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Affiliate network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Affiliate using email or other electronic communication methods, I will ensure that the Information is encrypted according to Affiliate standards and policies.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Affiliate information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Affiliate information, I am affirmatively representing to the Affiliate at the time of each access that I have the requisite business need to know and appropriate consent, and the Affiliate may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Affiliate standards and policies.
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Affiliate data (e.g., Affiliate email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Affiliate has the right to:
 - a. Require the use of only encryption capable devices.
 - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.

- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Affiliate data regardless of it being an Affiliate or personally owned device.
- d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Affiliate network.

Doing My Part – Personal Security:

1. I understand that I may be assigned a unique identifier to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or verification processes.
2. I will:
 - a. Use only my officially assigned User-ID and password.
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Affiliate network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, and positioning screens away from public view.
5. I will immediately notify my manager at Affiliate if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates either this Agreement or any privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Affiliate systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Affiliate.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Affiliate.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Affiliate.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Pharr EMS	Date:
Printed Name:	EDUCATIONAL INSTITUTION:	



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.C.

DATE SUBMITTED: November 26, 2024

MEETING DATE: December 2, 2024

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, authorizing the City Manager to amend the contract with Carollo Engineers Inc. for the amount of \$121,666.00 for additional professional engineering services for the redesign of Clarifier Number 1 and 2 for the Water Treatment Plant Upgrade Project. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: These additional services include the design work (and corresponding project management) to break out Clarifiers No. 1 & No. 2 from the original submitted Water Treatment Plant Upgrade Project Bid Package. The intent is to show the construction work required for the upgrades to Clarifiers No. 1 & No. 2 only, which are the most urgent. The City of Pharr will go out for bids on the remainder of the project once more funds become available.

Please note that The City of Pharr Water Treatment Plant is in need of the following repairs related to the redesign of Clarifiers No. 1 & 2:

- Replace corroded weirs/baffles and corroded sludge collection mechanisms.
- Replace existing motors.
- Replace walkway bridges.
- Replace clarifier instrumentation and electrical systems.
- Replace existing air piping, diffuses, and connect to existing blower.
- Replace existing raw water meters at two locations: Raw water pipe for Clarifier No. 1 to No. 4, and Clarifier No. 5.

Project No. 1920-60-583-S014-001

Fiscal Consideration:

Original Contract Amount: \$1,699,950.00

Amendment No. 1: \$121,666.00

Revised Contract Amount: \$1,821,616.00

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the contract with Carollo Engineers Inc. for additional engineering services to break out the

Clarifiers No. 1 & No. 2 from the original Water Treatment Plant Upgrade Project.
(Project No. 1920-60-583-S014-001).

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas	Created/Initiated - 11/26/2024
Maria Rangel	Approved - 11/27/2024
Ruben Rosales	Approved - 11/27/2024
Mayra Gomez	Approved - 11/27/2024
Jamison Merrick	Approved - 11/27/2024
Ricardo Rodriguez	Approved - 11/27/2024
City Management Office	Final Approval - 11/27/2024

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 1

The Contract between **Carollo Engineers Inc.**, and the **City of Pharr**, which was executed by the parties on **May 19, 2021** for the design of the **Water Treatment Plant Upgrade Project**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Project Management – Increase fee by \$25,202.00 as stated in Attachment B, Task 100.
- B. Modification to Section 2 – Design – Increase fee by \$96,464.00 for additional scope of work for Professional Engineering Services as outlined in Exhibit A, Task 200

This amendment adds **\$ 121,666.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from **\$ 1,699,950.00.** to **\$ 1,821,616.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 1

Sergio Espinoza, P.E.
Associate Vice President
Carollo Engineers Inc.
2795 Mitchell Dr., Walnut Creek, CA, 94598
F-882

SIGNED on this the _____ day of _____, 20 ____.

Dr. Jonathan B. Flores
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.

Exhibit A

CITY OF PHARR WATER TREATMENT PLANT UPGRADE PROJECT AMENDMENT NO.1 SCOPE OF SERVICES REDESIGN, BID, AND CONSTRUCTION PHASE SERVICES FOR CLARIFIERS NO.1 & NO.2

BACKGROUND

Carollo Engineers, Inc. (Engineer) has received a request from the City of Pharr (Owner) staff to break out Clarifiers No.1 & No.2 from the original submitted Water Treatment Plant Upgrade Project Bid Package. The intent is to show the construction work required for the upgrades to Clarifiers No.1 & No.2 only. The Owner has informed the Engineer that there is a limited budget. The City of Pharr will go out for bids on the remainder of the project at a later date when the construction funds become available. Carollo Engineers, Inc. will provide a future amendment for that work. This Amendment No.1 is for the breakout of the Clarifiers 1 and 2 only.

PURPOSE

This Exhibit A establishes the Scope of Work, the Time of Performance, and the Engineering Services Budget for redesigning improvements to Clarifiers No.1 and No.2 as described herein.

This scope includes professional services for the redesign needed to show the items below in a bid package. Carollo Engineers, Inc. will include Bid Phase and Construction Phase Services in this Amendment No.1 for the construction of Clarifiers No.1 and No.2.

The general engineering services will consist of the following:

- Task 100 – Project Management
- Task 200 – Design
- Task 300 – Bid Phase Services
- Task 400 – Construction Phase Services

The Redesign, Bid Phase Services, Construction Phase Services, Special Services, etc., for the remainder of the original project will be added later under a separate contract amendment.

PROJECT ELEMENTS

The scope of services presented herein is based on a project that consists of the major elements listed below:

PHARR WTP UPGRADE – REDESIGN SERVICES

UPGRADES TO SOLIDS CONTACT CLARIFIERS 1 & 2:

1. Demolition of existing clarifier mechanisms, clarifier walkway bridges, air piping, air diffusers, electrical and instrumentation systems.
2. Replacement of existing insertion water meters at raw water pipe at Clarifiers 1-4, and raw water pipe at Clarifier No.5 Instrumentation
3. New air piping, diffusers, and tie-in new piping to existing air blower
4. New clarifier mechanisms, clarifier walkway bridges, air piping, air diffusers, electrical panels, conduits, wiring, and instrumentation for the clarifier system.

SCOPE OF SERVICES

The following Scope of Work presents the tasks that will be performed by Engineer to complete engineering services defined in "PROJECT ELEMENTS".

TASK 100 PROJECT MANAGEMENT AND MEETINGS

The Engineer will use Bentley ProjectWise® for internal file management of CAD drawings developed for the project. The Engineer will also maintain a Project SharePoint site accessible to both the Owner, and the Engineer's Subconsultants. Deliverables will be in PDF format.

Task 101 - Project Coordination, Planning, and Invoicing

Plan, organize, staff, direct, manage, coordinate, and report work tasks of project team including subconsultants. Prepare and submit monthly invoices and progress reports to Owner. Manage project budget, schedule, and invoices.

Deliverables:

- a. Schedule updates and invoices.

Task 102 - Meetings, Agendas, and Meeting Minutes

Conduct 3 project meetings with Owner management team and WTP Staff once a month for duration of work consisting of one Kickoff meeting and two progress meetings. Meeting will be held via MS Teams. Meetings will consist of one project professional and one lead professional.

Deliverables:

- a. Agenda and meeting minutes.

TASK 200 DESIGN

This task addresses Design services by the Engineer to Breakout the following items:

Solids Contact Clarifier Improvements Redesign

Revise plans and specifications by breaking out of the original project existing solids contact Clarifiers No.1 and No.2:

- Replace corroded weirs/baffles and corroded sludge collection mechanisms

PHARR WTP UPGRADE – REDESIGN SERVICES

- Replace existing motors
- Replace walkway bridges
- Replace clarifier instrumentation and electrical systems
- Replace existing air piping, diffusers, and connect to existing blower.
- Replace existing raw water meters at two locations: Raw water pipe for Clarifier 1-4, and Clarifier No.5

TASK 200 DURATION

Bid Package Deliverable: 2 Months from “Notice to Proceed”

TASK 300 BID PHASE SERVICES

Task 301 - Pre-bid Meeting

The Engineer will assist the Owner to plan, schedule, conduct, and prepare notes and attendees list for a pre-bid conference. Purpose of the meeting will be to review project with potential bidders and answer questions. It is assumed that the meeting will last up to two hours, and will be conducted at City of Pharr facilities. A site visit will be held in conjunction with the meeting.

Deliverables:

- a. Pre-bid meeting agenda, minutes, list of attendees.

Task 302 - Respond to Bidder Inquiries

During bid phase, the Engineer will respond to inquiries from potential bidders and suppliers. Questions and responses will be documented on inquiry logs.

Deliverables:

- a. Documentation of bidder inquiries and responses for bid period.

Task 303 - Prepare Addenda

As necessary, addenda drawings and specifications will be prepared and issued to clarify and modify the bid package. One addenda will be prepared for the bid package.

Deliverables:

- a. One addenda.

Task 304 - Bid Evaluation

The Engineer will review the bid package and provide an opinion of the qualifications of the potential low bidder. A letter of assessment will be prepared and issued to the Owner.

PHARR WTP UPGRADE – REDESIGN SERVICES

Deliverables:

- a. Letter documenting Engineer's assessment of qualifications of assumed low bidder for bid.

Task 305 - Conformed Documents

The bid documents for the bid package will be conformed to the addenda issued during the bid phase by incorporating changes directly into the documents so that a single conformed set is prepared without the need to reference the original bid set. The Engineer will prepare the conformed documents for use during construction by the Engineer, Owner, and Contractors.

Deliverables:

- a. PDF versions of Conformed Plans and Specifications.

TASK 300 DURATION

Recommended Bid Time: 3 weeks

TASK 400 CONSTRUCTION PHASE SERVICES

Task 401 - Preconstruction Conference

The Engineer will attend a Preconstruction Conference and will identify to potential Contractors the field services to be provided by the Engineer, and discuss appropriate coordination procedures. The Engineer will prepare an agenda for the meeting and will prepare and distribute the meeting minutes, will introduce the Project Team, review procedures for the processing of Contractor's Submittals, Request for Information (RFIs), Potential Contract Modifications (PCMs), Change Order Proposals (COPs), overall Change Order policy, field quality control procedures, protocol for resolution of field discrepancies, and other specification requirements.

Task 402 - Construction Progress Meetings

Engineer will attend a monthly Construction Progress Meeting. A "Project professional" or "Lead Professional" will attend each meeting in person, and a second person will attend each meeting via a virtual meeting platform. A total of 12 meetings are anticipated.

Task 403 - Submittal Review

The Engineer will manage, review, approve (or reject as necessary) and document / log contractor technical submittals/shop drawings for compliance with the Contract Documents. Review procedures will be as specified in the Contract Documents. This review does not relieve the contractor from specification requirements. Up to 30 submittals are assumed for budgeting purposes, including resubmittals. The Engineer will anticipate an average of 2 review cycles for each submittal. The Engineer will track the budget expended for submittal review beyond two submittals for reimbursement by Owner and Contractor.

The Engineer will maintain a submittal log showing dates of submittal, dates of return and review action. Copies of the log will be furnished to the Owner and the Contractor monthly.

PHARR WTP UPGRADE – REDESIGN SERVICES

Task 404 - Issue Interpretations and Clarifications

The Engineer will interpret the technical content of drawings and specifications with respect to requests for clarification and/or deviation from them. Requests for interpretation or clarification (RFI) will be transmitted and processed electronically. Up to 10 RFIs are assumed for budgeting purposes.

Design team members will provide overview in each discipline to confirm that the decisions made in design are incorporated in the responses to RFI generated during construction.

The Engineer will maintain a RFI log showing dates of RFI, dates of return and review action. Copies of the log will be furnished to the Owner and the Contractor monthly.

Task 405 - Minor Changes, Change Order Requests, and Change Orders

The Engineer will consult with and advise the Owner concerning change order requests and change orders. A total of 2 change orders (COs) are assumed for budgeting purposes.

The Engineer may authorize or direct minor changes in the Work which are consistent with the intent of the Contract Documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Such minor changes will be implemented by written field order.

The Engineer will not have authority to direct or authorize changes in the work that involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements without the Owner's prior written approval.

The Engineer will prepare and submit change order requests explaining the merits for the change and a recommendation for the Owner's approval and acceptance.

The Engineer will negotiate an agreement with the Contractor on behalf of the Owner as to scope of work and cost, time or both associated with the change in Work. The change order will include a written justification for the cost of the Work and will be given to Owner for final review and approval.

Task 406 - Substantial and Final Completion Inspection

The Engineer will, upon completion of the punch list items as notified by the Contractor, make final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and Contractor has fulfilled the obligations so that Engineer may recommend, in writing, final payment to Contractor and may give written notice to Owner and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with the Owner whether the work is finally complete. Two inspection trips are anticipated for budgeting purposes. Periodic Inspection is excluded and is the sole responsibility of the City of Pharr.

Task 407 - Record Drawings

After final completion, the Engineer will incorporate appropriate Contractor markups into the project CAD files. The record drawings will be available to the Owner within 60 days of receipt of all data in its entirety from the Contractor.

The Engineer will prepare one electronic copy to submit to the Owner in PDF.

PHARR WTP UPGRADE – REDESIGN SERVICES

TASK 400 DURATION

Recommended Construction Time: 12 months

PHARR WTP UPGRADE – REDESIGN SERVICES

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CITY OF PHARR
CLARIFIERS NO.1 & NO.2 UPGRADE PROJECT
AMENDMENT NO.1

ATTACHMENT B - FEE SUMMARY

		CAROLLO LABOR HOURS									OTHER DIRECT COSTS (ODCs)			SUBTOTAL COSTS		TOTAL
		MANAGEMENT		MECHANICAL	STRUCTURAL	QA/QC	I & C	CAD	ADMIN	TOTAL LABOR HOURS	HALFF ASSOCIATES, INC. Electrical Engineering	Subconsultant Markup (10%)	TRAVEL	SUBTOTAL LABOR COSTS	SUBTOTAL ODCs	
		Project Professional	Professional	Lead Project Professional	Lead Project Professional	Senior Professional	Lead Project Professional	Technician	Document Processing							
TASK		\$ 323	\$ 277	\$ 339	\$ 339	\$ 365	\$ 339	\$ 171	\$ 148							
100	PROJECT MANAGEMENT	46	32						10	88				\$ 25,202	\$ -	\$ 25,202
101	Project Coordination, Planning, and Invoices	16	20						10							
102	Meetings, Agendas, and Minutes	30	12	12												
200	DESIGN	60		60	16	24	52	32	20	264	\$ 15,000	\$ 1,500		\$ 79,964	\$ 16,500	\$ 96,464
201	Modify Drawing Sheets	40		40	8	24	32	32		176				\$ 54,272	\$ -	\$ 54,272
202	Modify Specifications	20		20	8		20		20	88				\$ 25,692	\$ -	\$ 25,692
300	BID PHASE SERVICES	16	8	8	4		4		10	50	\$ 1,500	\$ 150		\$ 14,288	\$ 1,650	\$ 15,938
400	CONSTRUCTION PHASE SERVICES	40	80	48	8		32		24	232	\$ 7,500	\$ 750	\$ 4,214	\$ 68,464	\$ 12,464	\$ 80,928
Total Labor Hours:										898						
TOTAL FEE: \$															218,532	



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.D.

DATE SUBMITTED: November 27, 2024

MEETING DATE: December 2, 2024

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Amendment No. 2 in the amount of \$70,000.00 to the Professional Engineering Services Agreement with Trimad Consultants, LLC, for the Lift Station Number 23 Relocation and Sanitary Sewer Improvements. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Amendment Number 2 is for additional professional engineering services for an environmental report. As per the Environmental Protection Agency (EPA) Community Grant Program, local governments are required to submit an environmental report as part of the grant requirements. The engineer will perform professional services in connection with the environmental requirements for the project as per the Environmental Protection Agency requirements and the National Environmental Policy Act (NEPA), including Environmental Information Document (EID) requirements for the City of Pharr Lift Station Number 23 located in the southeast corner of N. Sugar Rd. and W. Trails End Street. The deliverables for this amendment will be an environmental report to include all NEPA requirements. Please refer to Sheet Number 7 and 8 on the proposal from Trimad Consultants.
(Project No. 1920-01-528-S013-001-J)

Fiscal Consideration:

Original Agreement: \$388,880.00

Amendment #1: \$18,070.00 (surveys and metes & bounds for easements)

Amendment #2: \$70,000.00

Revised Agreement: \$476,950.00

Staff Recommendation: Staff recommends approval of Amendment No. 2 to the agreement with Trimad Consultants for the Lift Station Number 23 Project.

Alternatives: No alternative, work must be contracted out. It cannot be done in-house.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas

Created/Initiated - 11/27/2024

Maria Rangel
Ruben Rosales
Elizabeth Diaz
Mayra Gomez
Jamison Merrick
Ricardo Rodriguez
City Management Office

[illegible]

CITY OF PHARR LIFT STATION #23 RELOCATION/IMPROVEMENTS PROJECT

Table 3 Project Schedule

TASK No.	ACTIVITY	DURATION (DAYS)	START	END
1.0	Notice to Proceed	0		
	Professional Engineering Design Report & Research and Data Collection	60	2/12/2024	5/6/2024
	Project Administration	5		
	Data Collection and Research- Alignments	15		
	Coordination with Pharr Staff	10		
	Professional Engineering Design Report	30		
2.0	Design Phase	345	5/6/2024	9/1/2025
	30% Design	60		
	60% Design	30		
	Easement Acquisition (By the City of Pharr)	30		
	Environmental Services	180		
	90% Design	30		
	100% Design	15		
	<i>- Task includes TCEQ process</i>			
3.0	Advertisement and Contractual Agreements	60	9/1/2025	11/24/2025
4.0	Construction Contract Administration	360	11/24/2025	4/12/2027
	Bidding (Assistance, Submittals, Meeting)	45		
	Construction Management & Construction Meetings	255		
	Substantial Completion	20		
	Final Completion	20		
	Project Close out	20		
	Construction Contract Administration	825		

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 2

The Contract between **Trimad Consultants, LLC**, and the **City of Pharr**, which was executed by the parties on **June 13, 2024** for the design of the **Lift Station Number 23 Relocation and Sanitary Sewer Improvements**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work for Professional Engineering Services regarding environmental services as outlined in Exhibit A.
- B. Modification to Section 5 – Professional Service Fee – Increase Fee by \$70,000.00 as stated in Exhibit A – Additional Services

This amendment adds **\$70,000.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 406,950.00 to **\$ 476,950.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 2

Ricardo Salazar, P.E.
President
Trimad Consultants, LLC
1803 Mozelle St., Pharr, TX 78577
F-18526

SIGNED on this the _____ day of _____, 20 ____.

Dr. Jonathan B. Flores
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.

ADDITIONAL SERVICES

TASK 1: Environmental Services

1.1 Basic Services

The ENGINEER agrees to perform professional services in connection with the environmental requirements for the Project as per the EPA requirements and the NEPA process for the proposed project, including the Environmental Information Document (EID) requirements for the City of Pharr Sanitary Sewer Lift Station located on N. Sugar Road south of Owassa Road in conjunction with a grant from the Environmental Protection Agency, as set forth below and contained within this Agreement.

1.2 Study and Report Phase

1.2.1 Consult with the OWNER to clarify and define the OWNER'S requirements for the project and review available data in regard to NEPA requirements such as:

. Proposed Project and Funding Status

- Project Purpose and Need
 - a. Water Quality Problems
 - b. Public Health Concerns
 - c. Inadequate System or System Components
 - d. More Stringent Effluent Limits (wastewater only)

Project Description

- Project Summary
- Planning Area Description (including a map with facilities) c.
- Planning Period (time period) d.
- Description of Project Construction Phases
- Owner and Operator of the Facilities
- Location of the Facilities g. 8.5 X 11 inch, Black and White Project Map Suitable for Distribution
- capacity

Relevant Design Parameters

- Description of Major Unit Processes
- Flow Diagram
- Sewer/Water Pipe Lengths, Sizes, and Locations
- Basic Design Criteria e. Design Storm(s)
- Description of Major Storm Water Components
- Estimated Pollutant Removal Capability (i.e., performance criteria of structural components)
- Other
- Calculate annual energy requirements
- Determine source of energy and GHG emissions
- Calculate annual water requirements
- Renewable Energy produced
- Green infrastructure

- Proposed Total Project Cost
- Portion of Total Project Cost Funded by EPA
- List of Amount, Sources, and Status of All Funding Sources

Existing Environment As Pertains to Project

- Public Health Problems Due to Water Quality
- Water Quality Problems, Fish Kills, etc.
- Water Quantity Problems (drought, arid conditions, groundwater overdrafts, location of water source from site)
- Surface & Ground water Hydrology
- Drinking Water Sources and Supply
- Physiography, Topography, Geology & Soils
- Federally Endangered & Threatened Species
- Air Quality (non -attainment area needs state sign -off)
- Environmental Justice Information a. Conditions, Minority & Low Income Areas (include median family income)
- Census Maps
- Land Use & Development, Percent Impervious Cover, Pollutant Sources
- Identification of Floodplains and Wetlands

Existing Wastewater/Drinking Water/Storm Water System

- General Description of Wastewater Collection & Treatment and Storm Water System & Map
- Existing Wastewater System (wastewater only)
- Wastewater Flows: Current Average, Peak, Wet Weather b. Influent Characteristics
- Major Industrial Users d. Residuals (sludge) Disposal
- Service Area
- Infiltration and Inflow
- Present capacity
- Calculate annual energy requirement
- Determine source of energy and GHG emissions
- Calculate annual water requirements
- Water efficiency measures

Design Parameters/Performance Criteria/Permits.

- Existing capacity and reuse program
- National Pollutant Discharge Elimination System (NPDES) Violations
- Safe Drinking Water Act Violations
- Other System Problems
- Need for Proposed Project
- Expanded Description of Need
- Land Use Projections/Impervious Cover/Pollutant Sources
- Population Forecast/Projections
- Calculations and Assumptions for Forecasted Flow and Waste load
- Future Environment Without the Project
- Analysis of Alternatives

- Development of Alternatives
- No -action
- Optimum Utilization of existing facility
- New Construction Alternatives
- Source Reduction

Environmental Factors

- Identification of Preferred Alternative
- Environmental Consequences and Mitigation Measures for Preferred, No Action, and Alternative
- Direct Impacts
- Secondary impacts of future growth & development
- Unavoidable Adverse Impacts
- Minimization of Adverse Impacts
- Mitigation
- Cross -cutter Environmental Laws and Coordination and Consultation Process
 - Archeological Resources determination only. THIS DOES NOT INCLUDE THE PRICE OF THE STUDY. THIS WILL BE AN ADDITIONAL COST TO THE CITY.
 - Air Quality
 - Coastal Barrier Resources
 - Coastal Zones
 - Endangered Species
 - Environmental Justice
 - Floodplains
 - Wetlands
 - Protected Farmlands
 - Fish and Wildlife
 - National Historic Resources
 - Drinking Water Supplies
 - Wild and Scenic Rivers
 - Essential Fish Habitat
 - Intergovernmental Review per Executive Order 12372 8. Necessary Permits (NPDES, wetlands) issued 6 9. Necessary Inter-municipal Agreements Executed
- Public Participation
- Summary of Public Participation
- Documentation of any Public Participation a. Public Meeting Date & Record if applicable
- Copy of any Public Participation

1.2.2 Advise the OWNER as to the necessity of his providing or obtaining additional services such as described within Article 2, Paragraph 2.1 "Additional Services" and if authorized by the OWNER, shall provide, or assist him in procuring such additional services.

1.2.3 Provide analysis of OWNER'S needs, site evaluations and comparative studies of the proposed project.

1.2.4 Furnish an electric copy and one (1) copy of the above documents and present and review them in person with OWNER.

1.3 Period of Service

1.3.1 The provisions of this Section 1 and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Report.

1.3.2 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.

ARTICLE 2. - Additional Services

2.1 If authorized in writing by OWNER, ENGINEER shall furnish or obtain from Additional Services of the following types which are not considered normal or customary Basic Services. These services will be paid for by OWNER as provided in Article 4.

- In the event that during the NEPA process, the EPA will require an archeological study, the Engineer shall notify the City of Pharr in writing as to the additional services required by EPA. Engineer shall notify the Owner in writing with the price and any changes in scheduled time will be needed. Engineer shall not perform the additional work until the Owner agrees to the additional services and notifies Engineer in writing.
- Engineer is only providing coordination for determination of an archeological study will be needed. The study is not included in the aforementioned Basic Services and shall be additional services.

TABLE 1 – Task and Expense Budget

TASK NO.	DESCRIPTION	FEE
Environmental Services		
1	Preparation of the Environmental Report	\$70,000.00
TOTAL FEE		\$70,000.00

*If any additional parcels or easements are needed, the total amount will change. Invoices will be submitted monthly based on the percentage (%) of work completed.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.E.

DATE SUBMITTED: November 27, 2024

MEETING DATE: December 2, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Interlocal Agreement with the Hidalgo County Regional Mobility Authority for 0.8-miles on West Doffing Road. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: On August 22, 2024, the Texas Transportation Commission adopted an amendment to Title 43, Texas Administrative Code, adding 0.8-miles on West Doffing Road (off-system) to the oversize/overweight corridor that is under the HCRMA's purview for issuing oversize/overweight permits.

On October 29, 2024, the HCRMA approved a resolution in support of partnering with the City of Pharr to issue overweight/oversize permits for West Doffing Road from the intersection with Doffin Canal Road/South Veterans Boulevard (Spur 29) to 0.8-miles east.

This ILA defines the responsibilities of each entity, the HCRMA and the City of Pharr, and how permit fees will be distributed between the HCRMA, the City of Pharr, and TxDOT.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of the ILA with the HCRMA for issuing oversize/overweight permits on 0.8-miles of West Doffing Road.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel

Maria Rangel

Ricardo Rodriguez

Cynthia Garza

City Management Office

Created/Initiated - 11/27/2024

Approved - 11/27/2024

Approved - 11/27/2024

Approved - 11/27/2024

Final Approval - 11/27/2024

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FOR MAINTENANCE OF ROADWAY IN THE OVERWEIGHT CORRIDOR**

THIS INTERLOCAL COOPERATION AGREEMENT (the “**Agreement**”) is made and entered into effective as of the _____ day of November, 2024, by and between the **CITY OF PHARR**, a home rule municipality of the State of Texas operating pursuant to Chapter 9, Title 2 of the Texas Local Government Code (the “**CITY**”) and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (the “**AUTHORITY**”), both situated in Hidalgo County, Texas.

The initial addresses of each of the parties, which either party may change by given written notice to the other, are as follows:

AUTHORITY

Hidalgo County Regional Mobility Authority
203 W. Newcome Ave
Pharr, Texas 78577
Attn: Pilar Rodriguez, Executive Director

CITY

City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577
Attn: Jonathan Flores, City Manager

WHEREAS, Chapter 791, Texas Government Code (the “**Texas Interlocal Cooperation Act**”) provides that one or more public agency may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033, Texas Transportation Code provides that a regional mobility authority may enter into interlocal agreements with one or more governmental entities for project development related services, including the acquisition of real property, rights of way, property rights, easements and other interests in real property; and

WHEREAS the CITY and the AUTHORITY share the goal of improving mobility within the CITY corporate limits, the CITY’s Extraterritorial Jurisdiction (ETJ), and throughout the region; and

WHEREAS, Subchapter S of Chapter 623, Texas Transportation Code (the “**Act**”) authorizes the AUTHORITY to issue overweight/oversized permits, provided that permit fees shall be used only for (i) the construction and maintenance of the roads identified by the Act or the Commission (defined below) as part of an overweight corridor and (ii) the

AUTHORITY's administrative costs, which may not exceed fifteen percent (15%) of the fees collected, and

WHEREAS, the Texas Transportation Commission (the "Commission") passed Minute Order 116755 on August 22, 2024, amending section §28.102, AUTHORITY's Powers and Duties, to be codified under Title 43, Texas Administrative Code, Part 1 (the "Order"); and

WHEREAS, the amendment adds an additional route designated by the Commission for which the AUTHORITY is authorized to issue permits for the operation of oversize/overweight vehicles; and

WHEREAS, the route is more clearly defined as being W. Doffing Road from the intersection with Doffin Canal Road/S. Veterans Blvd. (Spur 29) to 0.8 miles east of that intersection, an "off-system road", meaning the roadway is not part of the Texas Department of Transportation's (the "Department") State Highway System; and

WHEREAS, the AUTHORITY is given the responsibility to maintain this off-system road by the Order; and

WHEREAS, the CITY has a vested interest in the development of this area and has annexed **part of** this roadway and adjacent properties to its city limits; and

WHEREAS, the CITY has the capability to maintain and improve the roadway to meet the Department's overweight standards; and

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

NOW THEREFORE, the CITY and the AUTHORITY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

I. AUTHORITY'S Responsibilities.

- A. Issue permits for the transport of oversize and overweight loads in compliance with all federal and state laws and in accordance with the Act and 43 TAC §28.100 – §28.107 for the following off-system designated routes:

(1) the segment of W. Doffing Road from the intersection with Doffin Canal Road/S. Veterans Blvd (Spur 29) to 0.8 miles east of that intersection, which segment is not on the state highway system.

- B. The AUTHORITY shall utilize an automated permitting system for the issuance of oversize or overweight permits, collection of fees, and generation of reports. The AUTHORITY shall be responsible for ensuring

that all applicable and required information necessary for the issuance of a permit is properly entered into the permitting system.

- C. A permit shall be issued for each one-way trip. The AUTHORITY shall ensure that truck axle configurations, and each axle group load are accurately entered on each permit. The AUTHORITY shall require permits to show an address, port, or port of entry where a permitted haul begins, and where it either terminates or leaves the corridor.
- D. The AUTHORITY shall retain administrative costs of fifteen percent (15%) of the fees and shall disburse allocated fees to the CITY as prescribed in Attachment A, Budget.
- E. The AUTHORITY shall provide the CITY with reports showing the number of overweight permits issued and funds collected in the previous calendar year. The AUTHORITY shall maintain and make available electronic copies of all permits issued and fees transacted through the automated permitting system.
- F. The AUTHORITY has or will **enter into** an interlocal agreement or maintenance contract with the Department to provide for the allocation of permit fees between Department and the AUTHORITY for this off-system roadway and provide the AUTHORITY the right to assign **a portion of the fees and overweight** maintenance responsibilities for the roadway to the CITY, **as provided in Attachment A.**

II. CITY Responsibilities.

- A. Before the AUTHORITY may issue an overweight permit and collect a fee for the movement of a vehicle or vehicle combination on a roadway designated in Section I. A.(1), the CITY must demonstrate to the satisfaction of the Department that the roadway has sufficient structure to safely sustain the overweight loads.
- B. The City is responsible for **all of** the maintenance and repair cost of each roadway designated in Section I.A(1), **above, and while any roadway is a part of an overweight/oversized corridor, the roadway shall be maintained at a standard equal** to the performance and pavement conditions of other system roadways in accordance with established Department regulations, specifications and engineering standards and practices **and subject to the approval of the Department.**
- C. **As provided in the Act,** proceeds from permits sold, less administrative costs, will be used **only** to pay for **construction and** maintenance on the designated routes. Maintenance costs will include routine and preventive maintenance, restoration, or reconstruction of pavement or bridge assets

as a result of overweight and oversize vehicles issued permits by the AUTHORITY in accordance with the terms of this Agreement.

- D. The responsibility for determining the extent, frequency, and schedule of maintenance, repair and reconstruction operations, related inspections, and traffic routing during such operations shall rest with the Department's District Engineer in Pharr, Texas or his duly authorized representative.
- E. Expenses for repair due to damage caused by deterioration, normal wear and tear and damages by vehicles not eligible for permits under this Agreement and that use the designated routes shall be the responsibility of CITY as determined by the Department's District Engineer in Pharr, Texas.

III. Term and Termination.

- A. This Agreement begins when fully executed by both parties and shall remain in effect until the earlier of:
 - 1. September 30, 2025, the term provided under the Order; unless the roadway is included in the Act by the Texas Legislature, then, this Agreement shall remain in effect for perpetuity or until otherwise terminated as provided herein;
 - 2. A date thirty (30) days after the Department, the AUTHORITY or the CITY determines that the overweight/oversized permits for this roadway are deemed no longer necessary;
 - 3. Immediately upon revocation of the authority for the AUTHORITY to issue permits by the Department or the Commission under the Act; or upon revocation of the authority for the AUTHORITY to issue permits for the roadway(s) described in Section I.A(1) due to a determination as a result of an audit that the CITY is not complying with the Act or other applicable law, and after a thirty (30) day cure period the CITY has not corrected the issue.
 - 4. On a date established by mutual written agreement to terminate this Agreement by the parties hereto;
 - 5. On a date thirty (30) days after either party gives termination notice to the other party.
- B. The AUTHORITY and the CITY shall neither incur nor be reimbursed for any new obligations after the date of termination. Permit fees collected prior to the date of termination shall be allocated as described in Attachment A hereto.

- C. Upon termination of this Agreement, the AUTHORITY shall discontinue the issuance of permits for the roadway(s) identified in Section I. A.(1) above. Roadway(s) identified in Section I.A.(1) shall remain "off-system" roadway(s) of the CITY and the CITY shall maintain them as such.

IV. Miscellaneous.

- A. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the CITY or the AUTHORITY to perform any act contrary to law; and, whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- B. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- C. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with regard to the matters described hereunder and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the CITY and the AUTHORITY, and not otherwise.
- D. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
- E. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance with the notice provisions above.

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

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

Attachment A to this Agreement is incorporated in full by this reference as if such attachment were set forth in the body of this Agreement.

- G. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors, and assigns where permitted by this Agreement.

- H. **Assignment.** This Agreement shall not be assignable by either party, without the written consent of the other. *It is anticipated that the CITY may enter into one or more agreement with the Department to accomplish the maintenance and construction of this roadway segment presently or in the future; and, this Agreement may be amended to include any such contract parties (or an organization of contract parties, like a local government corporation) as needed.*

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

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

- K. **AUTHORITY to Execute.** The execution and performance of this Agreement by the CITY and the AUTHORITY have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the CITY and the AUTHORITY in accordance with its terms.

- L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided. The parties acknowledge that this Agreement provides for the provision of services and is subject to Tex. Loc. Gov't Code, Sec. 271.151, et. seq. Subject thereto, nothing in this Agreement shall be

deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- M. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903. For avoidance of doubt, the AUTHORITY will not appropriate funds under this Agreement other than the collected, allocated permit fees described in Attachment A.
- N. **Dispute Resolution.** The Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative. Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation. If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.
- O. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

[signatures to follow]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF PHARR

By: _____
Jonathan Flores, City Manager

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Pilar Rodriguez, Executive Director

ATTACHMENT A

Budget

Permit Fee Collections and Distribution

- A. The AUTHORITY shall collect a fee for permits issued under this Agreement. The maximum fee may not exceed \$200 per trip **unless the amount is increased pursuant to Section 623.364 of the Act.** The AUTHORITY and the Department may adjust the maximum fee amount and allocation of parties. The AUTHORITY shall notify CITY of any increase in the maximum permit fee and its basis of calculation prior to its implementation. **The CITY may waive its right to such notice.**
- B. The AUTHORITY shall retain administrative costs not to exceed fifteen percent (15%) of permit fees.
- C. The remaining portion of the permit fees, eighty-five percent (85%), will be **paid to the Department, and the Department will recognize the** split between the Department and the CITY based on the provisions of this paragraph. The total length of the designated overweight routes is 57.8-miles, of which 57-miles is managed and will be maintained by the Department, and 0.8-miles is managed and will be maintained by the CITY. The collected permit fee less administrative costs will be allocated based on pro-rated miles of the Department and the CITY. Based on the ratio of miles, the Department **will retain** 98.62% of the remaining permit fees and the **Department will authorize the AUTHORITY to direct that** the CITY **will receive** 1.38% of the remaining permit fee. The AUTHORITY is responsible for collecting and transferring, **on behalf of the Department**, the 1.38% of the fees to the CITY by January 15th for permit fees collected in the previous calendar year.
- D. Upon execution of the Agreement and the commencement of permit issuance under this Agreement, the AUTHORITY will **direct, as required by the Department**, the collected and allocated permit fees, less allowable administrative costs, to the CITY on an annual basis.