



**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 16, 2024**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

A) Proclamation proclaiming December 16, 2024 as Arbor Day.

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

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

A) Public hearing on development services cases

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

A) Submission of Sales Tax Collection Report for December 2024.

B) Presentation by Linebarger Goggan Blair & Sampson, LLP on Delinquent Tax Collection Report for the period of October 01, 2023 through September 30, 2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

C) Texas Municipal League Intergovernmental Risk Pool: R.O.A.D Ready Program Certificate Presentation.

D) City Events of Interest

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

A) Approval of Minutes for December 2, 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 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. **(3rd and Final Reading) This item supports EV - Economic Vitality.**
(DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit an application for the Operation Stonegarden Grant Program (OPSG-2024) to the Office of the Governor's Homeland Security Division-Grant# 3173110/OPSG 2024. **This item supports SSC - Safe and Secure Community.**
(POLICE)

D) Consideration and action, if any, on request from PSJA ISD for street closure of Kelly Avenue, from Gumwood to Fir Street, for their 5th Annual PSJA ISD Family Posada Event on Wednesday, December 18, 2024 to Friday, December 20, 2024 from 12:00 p.m. to 12:00 a.m. **This item supports QL - Quality of Life.**
(ADMINISTRATION)

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

1. Elizabeth Reyes, representing Community Life, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). The property is legally described as being the South 198.0 feet of Lot 1C, Pharr South Subdivision Unit No.1 an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 1536 South Cage Boulevard, Suite 11. CUP#241125 **This item supports EV - Economic Vitality.**

2. Stefano's Pizza Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-3. CUP#190961 **This item supports EV - Economic Vitality.**

F) PLATS:

1. R. Gutierrez Engineering Corporation, representing Richard Goodman, Vice President, Real Estate, Construction and Retail Facilities of Lowe's Home Centers, Inc., a North Carolina Corp., is requesting final plat approval of the proposed Lowe's of Pharr Subdivision. The property is legally described as being a 13.01 acre tract of land consisting of 3.76 acres out of Lot 15, 3.17 acres out of Lot 16, 3.45 acres out of Lot 17 and 2.63 acres out of Lot 18, Pharr Citrus Orchard Co. Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 700 Block of South Jackson Road. SUB#230308 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Pharr Memorial Library Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (LIBRARY)

8. ADMINISTRATIVE:

A) Consideration and action, if any, on City Manager's Annual Performance Evaluation. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

9. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase radios for the Fire Department from Motorola Solutions from Chicago, IL utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract RA05-21 for the amount of \$104,752.68. **This item supports SSC - Safe and Secure Community.** (PURCHASING)

10. CONTRACTS/AGREEMENTS:

A) 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. **(TABLED) This item supports IF - Infrastructure.** (ENGINEERING)

B) Consideration and action, if any, on Memorandum of Understanding between the City of San Juan Police Department and the City of Pharr Emergency Medical Services Department to provide Tactical Emergency Medical Technicians for the Law Enforcement Emergency Regional Response Team. **This item supports SSC - Safe and Secure Community.** (EMERGENCY MEDICAL SERVICES)

C) Consideration and action, if any, on Amendment Number 8 in the amount of \$52,145 and 489 calendar days to the Professional Engineering Services Agreement with Structural Engineering Associates, Incorporated (SEA), from San Antonio, TX, for the Pharr-Reynosa International Bridge Expansion Project. **This item supports IF - Infrastructure. (ENGINEERING)**

D) Consideration and action, if any, on Amendment No. 3 in the amount of \$68,000.00 to the Professional Engineering Services Agreement with Garcia Infrastructure Consultants, LLC, for the Sanitary Sewer Collection Improvements and Lift Station 1, 29, 33 Elimination Project. **This item supports IF - Infrastructure. (ENGINEERING)**

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

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.

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

13. ADJOURNMENT:

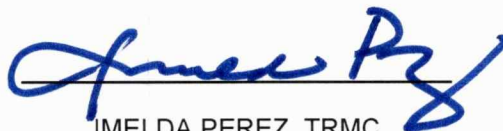
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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 13th day of December 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 13th day of December 2024




IMELDA PEREZ, TRMC
CITY CLERK

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

Name: _____

Title: _____

*W***HEREAS**, Arbor Day has been an occasion for recognizing the value of trees and woodlands to human welfare since 1872; and

*W***HEREAS**, the City of Pharr recognizes the value of trees as they contribute to our environment by moderating the temperature, mitigating the effects of climate change, and reducing heating and cooling costs; and

*W***HEREAS**, the City of Pharr has a tradition of supporting and encouraging the planting, care, and health of trees throughout the community; and

*W***HEREAS**, trees in the City of Pharr increase property values, enhance the economic vitality of business areas, and beautify our community; and

*W***HEREAS**, trees provide clean air to breathe, prevents erosion of the soil, and provide shelter, food, and protection to wildlife; and

*W***HEREAS**, all residents are urged to support the efforts to protect our trees and woodlands and plant trees to promote the well-being of this and future generations.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim December 16, 2024 as:

“Arbor Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16th day of December 2024.

CITY OF PHARR

Ambrosio “Amos” Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: December 13, 2024

MEETING DATE: December 16, 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 - 12/13/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: December 13, 2024

MEETING DATE: December 16, 2024

FROM: Jamison Merrick, Interim Finance
Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Submission of Sales Tax Collection Report for December 2024.

Classification: Regular

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

Issue: SALES TAX HIGHLIGHTS:

The City of Pharr shows a DECREASE of -0.40% FYTD DECEMBER 2024 TRUE GROWTH compared to last FYTD DECEMBER 2023 and a 4.48% INCREASE compared to last DECEMBER 2023 payments.

Fiscal Consideration: N/A

Staff Recommendation: Presentation Only.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 12/13/2024
Approved - 12/13/2024
Approved - 12/13/2024
Final Approval - 12/13/2024



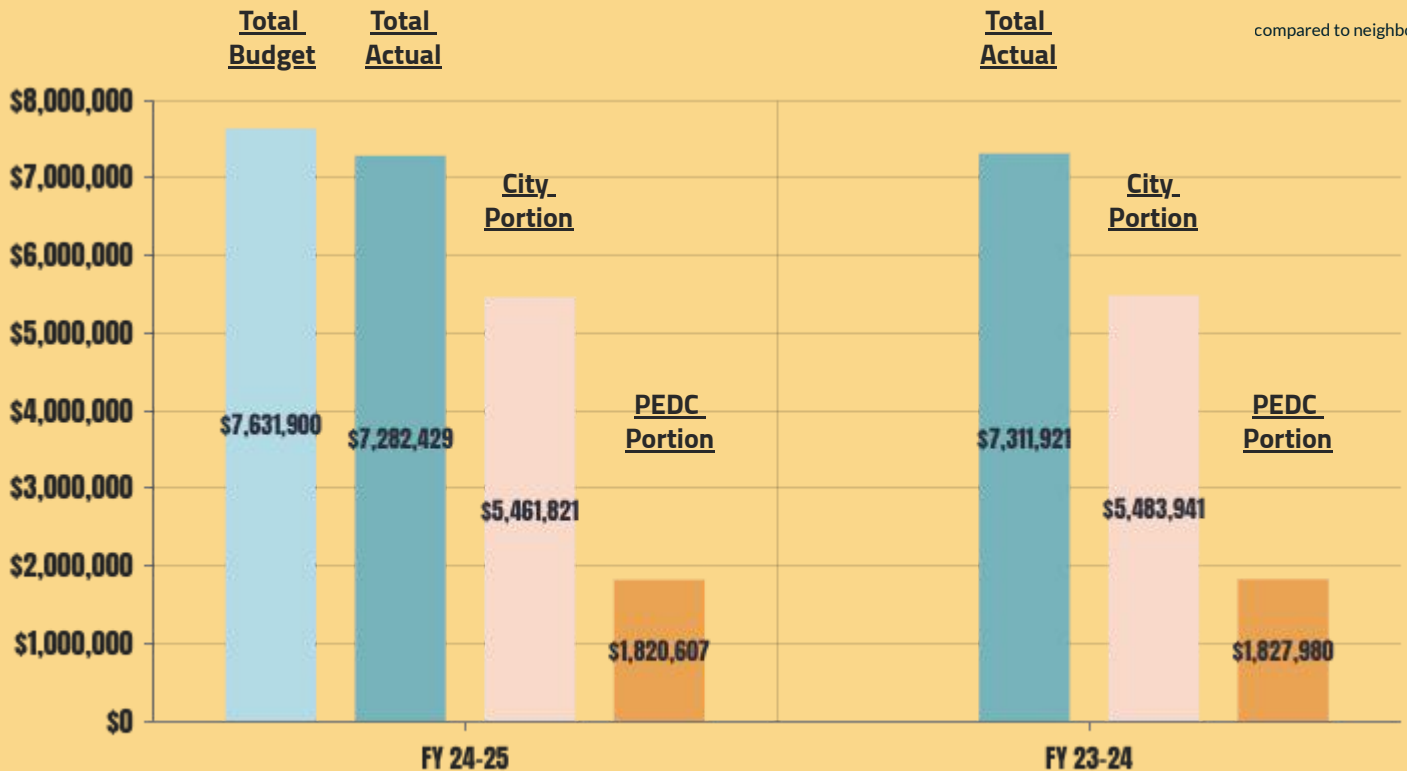
CITY OF PHARR SALES TAXES

as of December 2024 FY 2024-2025

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 5

compared to neighbor Cities



2.81% YTD

Increase in Sales Tax from
Last Year*



4.48%

Compared to December
2023 Cash Basis.



-4.6%

Below Budget

*Growth is based on Calendar Year per Texas State Comptroller
Fiscal Year Growth is -0.40%.

CREATED BY

City of Pharr Finance Department





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: December 13, 2024

MEETING DATE: December 16, 2024

FROM: Jamison Merrick, Interim Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Presentation by Linebarger Goggan Blair & Sampson, LLP on Delinquent Tax Collection Report for the period of October 01, 2023 through September 30, 2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

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

Fiscal Consideration: N/A

Staff Recommendation: Presentation Only.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 12/13/2024
Approved - 12/13/2024
Approved - 12/13/2024
Final Approval - 12/13/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.

DATE SUBMITTED: December 12, 2024

MEETING DATE: December 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Veronica Ramirez

Agenda Item: Texas Municipal League Intergovernmental Risk Pool: R.O.A.D Ready Program Certificate Presentation.

Classification: Regular

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

Issue: Texas Municipal League Intergovernmental Risk Pool: R.O.A.D Ready Program Certificate Presentation.

(**RECOGNIZE** the Hazards; **OBSERVE** People, Processes, and Equipment; **ASSESS** the Risk Level; and **DETERMINE** the Safest Course of Action)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of certificate presentation.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 12/12/2024

Final Approval - 12/12/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.

DATE SUBMITTED: December 12, 2024

MEETING DATE: December 16, 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 - 12/12/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: December 13, 2024

MEETING DATE: December 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for December 2, 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 December 2, 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 - 12/13/2024
Final Approval - 12/13/2024

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

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, December 2, 2024 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Ramiro Caballero
Comm. Daniel Chavez

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
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 Dept. Director
Danny Ramirez, EMS Chief
C.J. Sanchez, Pharr Chamber President
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, P.S. Communications Dir.
Abel Molina, Interim Special Events Director
Elizabeth Diaz, Grants Management 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. Medina 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. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

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.

There were no comments from the public.

ITEM 4. CITY MANAGER'S REPORTS

A) CITY EVENTS OF INTEREST

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

Yuri Gonzalez, Chief Communications Officer, presented video recap of Thanksgiving Turkey Distribution event.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported the Winter Wonderland event taking place on Saturday, December 6, 2024 at Pharr Downtown Park located at 200 N. Cage Blvd. from 6:00 p.m. to 11:00 p.m. She advised the lighting

MINUTES: REGULAR CALLED MEETING

December 2, 2024

of the Christmas Tree would begin at 7:30 p.m. and extended an invitation to everyone to attend.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported the New Years Eve 2025 Ball Drop event would take place on Tuesday, December 31, 2024 at Pharr Downtown Park located at 200 N. Cage Blvd. from 7:30 p.m. to 12:00 a.m. She advised music would be provided by the Spazmatics and extended everyone to join us for this great event.

B) CITY ENGINEER'S REPORT

Jonathan Flores, City Manager, introduced the item. He stated Maria Rangel, City Engineer, was in the audience and questions could be entertained at this time.

ITEM 5. 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)**

MINUTES: REGULAR CALLED MEETING

December 2, 2024

- 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, FILED 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. (DEVELOPMENT SERVICES)**
 2. **OSCAR J.E. GARZA, OWNER, FILED 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. (DEVELOPMENT SERVICES)**

Jonathan Flores, City Manager, introduced the consent agenda and recommended to table item 5H.1 be pulled from consent agenda.

Comm. Carrillo **moved** to table item. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

Jonathan Flores, City Manager, introduced the consent agenda.

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

Ordinance No's. O-2024-36 and O-2024-37 and O-2024-38 were filed with the City Clerk's Office.

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

ITEM 9. CLOSED SESSION

The time being 4:06 p.m., Alternate Mayor Pro Tem Carrillo stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 5:03 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 5. CONSENT AGENDA

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

1. OSCAR J.E. GARZA, OWNER, FILED 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. (DEVELOPMENT SERVICES)

Jonathan Flores, City Manager, introduced the item.

Comm. Carrillo moved to untable item. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

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

REGULAR AGENDA - OPEN SESSION

ITEM 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)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 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)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 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)**

Jonathan Flores, City Manager, introduced the item.

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

- 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)**

Jonathan Flores, City Manager, introduced the item.

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

- 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)**

Jonathan Flores, City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING
December 2, 2024

Comm. Medina **moved** to table item. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

- 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)**

Jonathan Flores, City Manager, introduced the item.

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

- 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)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:30 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 2nd DAY OF DECEMBER 2024 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the

MINUTES: REGULAR CALLED MEETING

December 2, 2024

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

ATTEST:

IMELDA PEREZ, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: December 9, 2024

MEETING DATE: December 16, 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. **(3rd and Final Reading) This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: This item is the 3rd and final 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 that the item be **Tabled** at the applicant's request. The applicant requests that the final reading be delayed to the second City Commission meeting of January 2025.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 12/9/2024
Approved - 12/11/2024
Approved - 12/13/2024
Final Approval - 12/13/2024

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NO. F-1295

December 5, 2024

Mrs. Kimberly Mendoza, Director
City of Pharr Development Services
118 S. Cage Blvd.
Pharr, Texas 78577

Re: Sendero Estates – Voluntary Annexation Request

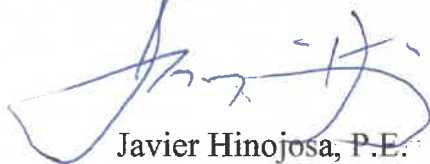
Dear Kim,

Please accept this letter as our request to delay the final reading from City Council for the Voluntary Annexation Request for the 22.94 acres out of Lot 255 Kelly-Pharr Subdivision. The final reading was scheduled for December 16, 2024 and we would like for this reading to be delayed till the second meeting of January, 2025. Your assistance in this matter is greatly appreciated.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

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:

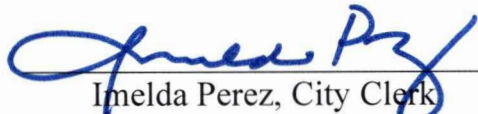
1. Monday, November 18, 2024, at 4:00 p.m. at the Pharr City Commission Room located at 118 S. Cage Boulevard, 2nd floor, Pharr, Texas.

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.

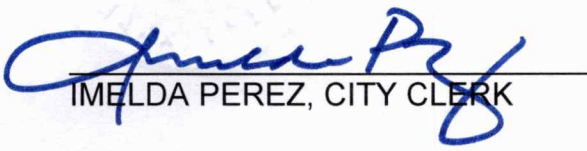
**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR, TEXAS, ON THIS THE 4th DAY OF NOVEMBER 2024**

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:

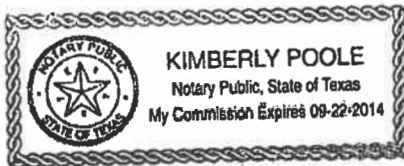
Barbara Evans Williams
BARBARA EVANS WILLIAMS,
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF ANNA MAE KELLY, DECEASED

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:

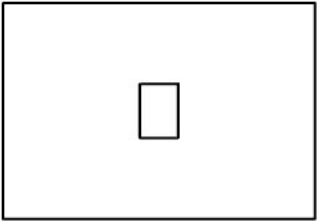
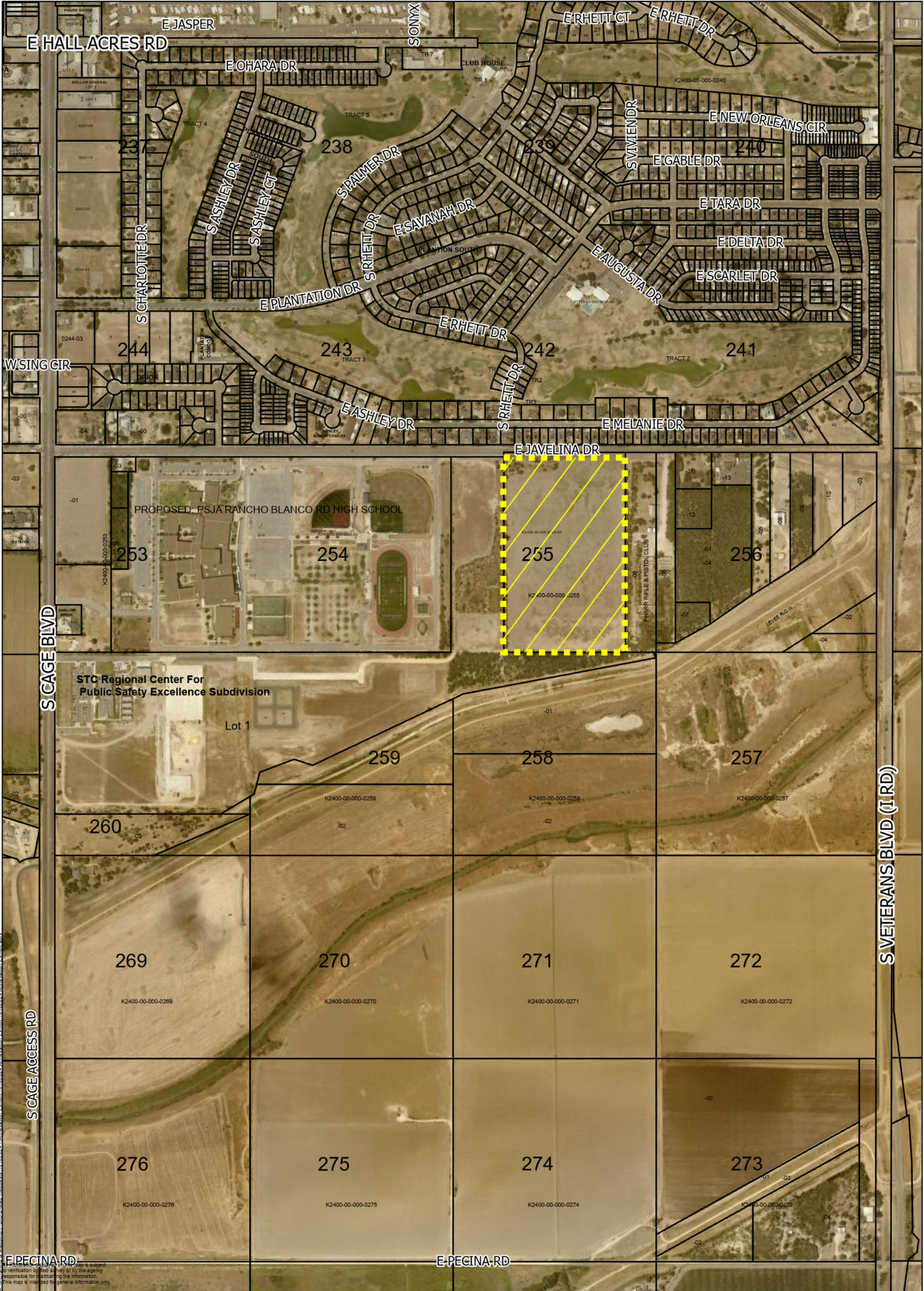
Lot 351, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

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.cvgls.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.

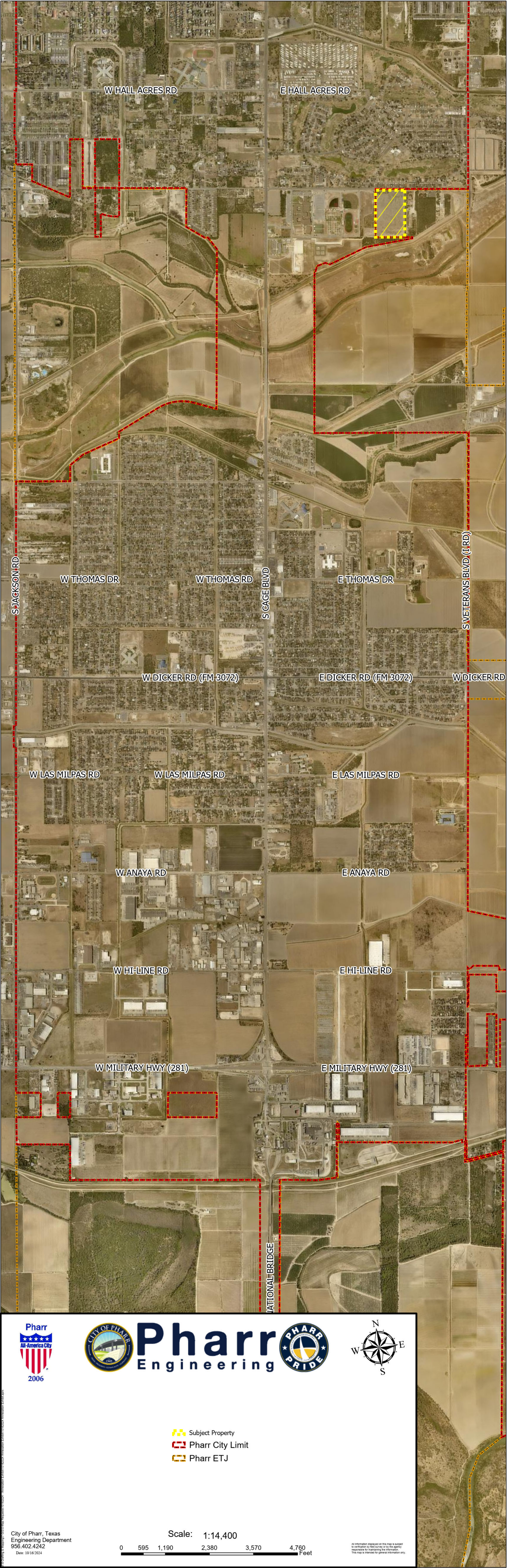
III. LEVEL OF SERVICES TO BE PROVIDED

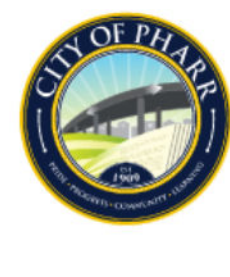
It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land 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 most current data available. The City of Pharr is not responsible 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: _____

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: [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)

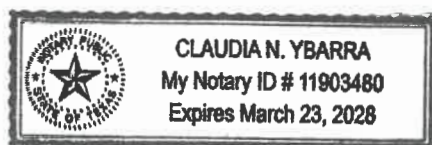
Print Name (Owner) Javier Hinojosa (Auth. Agent) Signature (Owner) [Signature]
 Print Name (Owner) _____ Signature (Owner) [Signature]

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 #: 6.C.

DATE SUBMITTED: December 11, 2024

MEETING DATE: December 16, 2024

FROM: Juan Gonzalez, Interim Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit an application for the Operation Stonegarden Grant Program (OPSG-2024) to the Office of the Governor's Homeland Security Division- Grant# 3173110/OPSG 2024. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: Operation Stonegarden is a Homeland Security Grant that will run from March 1, 2025 to February 28, 2026. The Pharr Police Department utilizes OPSG funding to enhance enforcement efforts along ingress/egress routes leading to and from the U.S./Mexico border and into the interior of the United States. **This item supports SSC - Safe and Secure Community.**

Fiscal Consideration: The Office of the Governor's Homeland Security Grants Division has allocated funding for the Pharr Police Department to use for overtime funds and the purchase of police equipment. **This item supports SSC - Safe and Secure Community.**

Staff Recommendation: Staff recommends approval

Alternatives: Not approve resolution

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Juan Gonzalez
Juan Gonzalez
Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 12/11/2024
Approved - 12/11/2024
Approved - 12/12/2024
Approved - 12/13/2024
Final Approval - 12/13/2024

RESOLUTION NO. R-2024_____

A RESOLUTION OF THE PHARR CITY COMMISSION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE OPERATION STONEGARDEN GRANT PROGRAM (OPSG-2024) TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION.

WHEREAS, Operation Stonegarden Grant (OPSG) funding is designed to enhance enforcement efforts along ingress and egress routes leading from the U.S./Mexico border into the interior of the United States; and

WHEREAS, the Pharr City Commission finds it in the best interest of the citizens of Pharr to operate the Operation Stonegarden Grant Program (OPSG-2024) for the fiscal year beginning March 1, 2025, and ending February 28, 2026; and

WHEREAS, the purpose of the Operation Stonegarden Grant Program (OPSG-2024) is to support overtime and operational costs to expand patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations; and

WHEREAS, the Pharr City Commission agrees to provide matching funds for the project, if applicable, as required by the Office of the Governor, Homeland Security Grants Division grant application; and

WHEREAS, the Pharr City Commission assures that in the event of loss or misuse of funds provided by the Office of the Governor, Homeland Security Grants Division, such funds will be returned in full; and

WHEREAS, the Pharr City Commission designates the **Chief of Police** as the grantee's authorized official, empowered to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

1. The Pharr City Commission hereby approves and authorizes the submission of an application for the Operation Stonegarden Grant Program (OPSG-2024) to the Office of the Governor, Homeland Security Grants Division.
2. The Chief of Police is designated as the authorized official for this grant, with full authority to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Pharr.

PRESENTED AND PASSED on this the ____ day of _____, 2024, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Pharr, Texas.

Grant Number: [3173110](#)

**CITY OF PHARR
ATTEST:**

Imelda Perez, City Secretary

Ambrosio Hernandez, Mayor

Certification

The State of Texas

County of Hidalgo

City of Pharr

*I, **Imelda Perez**, the duly appointed City Clerk of the City of Pharr, Texas, hereby certify that the above text constitutes an accurate and authentic copy of the original Resolution duly passed and adopted by the Board of Commissioners of the City of Pharr, Texas, on the ____ day of December 2024, AD.*

(Resolution No. _____)

In witness whereof, I affix my official signature and imprint the seal of the City of Pharr, Texas, this ____ day of December 2024, AD.

City of Pharr

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.

DATE SUBMITTED: December 10, 2024

MEETING DATE: December 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Consideration and action, if any, on request from PSJA ISD for street closure of Kelly Avenue, from Gumwood to Fir Street, for their 5th Annual PSJA ISD Family Posada Event on Wednesday, December 18, 2024 to Friday, December 20, 2024 from 12:00 p.m. to 12:00 a.m. **This item supports QL - Quality of Life.**

Classification: Consent

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

Issue: Request from PSJA ISD for street closure of Kelly Avenue, from Gumwood to Fir Street, for their 5th Annual PSJA ISD Family Posada Event on Wednesday, December 18, 2024 to Friday, December 20, 2024 from 12:00 p.m. to 12:00 a.m.

Maintenance Department will be installing a 20ft. Christmas tree, performance art stage, moon jumps and other items necessary for activities. PSJA ISD only requires street closure permit, all closure barricades and police presence will be done by PSJA ISD Police Department.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of street closure request.

Alternatives: N/A

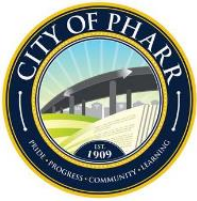
Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 12/10/2024
Final Approval - 12/10/2024



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: 12/18/2024 - 12/20/2024

Type of Event: Parade Walk-A-Thon Other PSJA ISD Annual Posada

NAME OF CONTACT PERSON: Sgt Joseph Garcia

ORGANIZATION (IF APPLICABLE):

ADDRESS: 601 E Kelly Ave CITY: Pharr ZIP CODE: 78577

PHONE NO.: (956)354-2033 CELLULAR PHONE: (956)207-8477

FAX NO.: E-MAIL: joseph.garcia@psjaisd.us

PURPOSE AND DESCRIPTION OF EVENT:

PSJA ISD will host its annual Christmas Posada at northside parking lot of PSJA Stadium. We are requesting permission to close Kelly on Wednesday December 18 starting at 12:00 pm to have our maintenance install a 20 foot tree and fine arts stage.

Kelly will be used to install the 20 foot tree, performing arts stages, moon jumps and other activities. PSJA ISD only needs permission to close roadway, we will take care of closure barricades and police presences. PSJA ISD PD will reopen the roadway on December 19, 2024 at midnight.

START TIME: 12:00PM December 18, 2024 END TIME: 12AM December 20, 2024

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

Starting Location:

Ending Location:

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

Is the event insured? ☒ Yes ☐ No

If yes, Insurance Company Information Contact #:

Applicant Signature: Joseph Garcia

FOR CITY USE ONLY:

Date Received:

City Commission: APPROVED DENIED

City Manager's signature

Date



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.

DATE SUBMITTED: December 13, 2024

MEETING DATE: December 16, 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 - 12/13/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.1.

DATE SUBMITTED: December 11, 2024

MEETING DATE: December 16, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Elizabeth Reyes, representing Community Life, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). The property is legally described as being the South 198.0 feet of Lot 1C, Pharr South Subdivision Unit No.1 an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 1536 South Cage Boulevard, Suite 11. CUP#241125 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Elizabeth Reyes, representing Community Life, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). If approved, this item must comply with the listed conditions.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of December 9, 2024, the Board voted unanimously to recommend approval of the Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. 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 - 12/11/2024
Approved - 12/13/2024
Final Approval - 12/13/2024



MEMORANDUM

DATE: MONDAY, DECEMBER 16, 2024

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH FILE NO. CUP#241125 (COMMUNITY LIFE)

GENERAL INFORMATION:

APPLICANT: Elizabeth Reyes, representing Community Life, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being the South 198.0 feet of Lot 1C, Pharr South Subdivision Unit No.1 an addition to the City of Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1536 South Cage Boulevard, Suite 11.

ZONING: The property is currently zoned General Business District (C). The properties to the north, east and south are zoned General Business District (C). The property to the west is zoned Mobile Home District (R-MH). This area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
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	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
--	-------------------------	--

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

**NOTIFICATION
OF PUBLIC:**

Eighteen (18) surrounding property owners were notified of the request by letter on November 22, 2024, and a legal notice was published in the Advance News Journal on November 20, 2024. Staff received no response to the letter or legal notice.

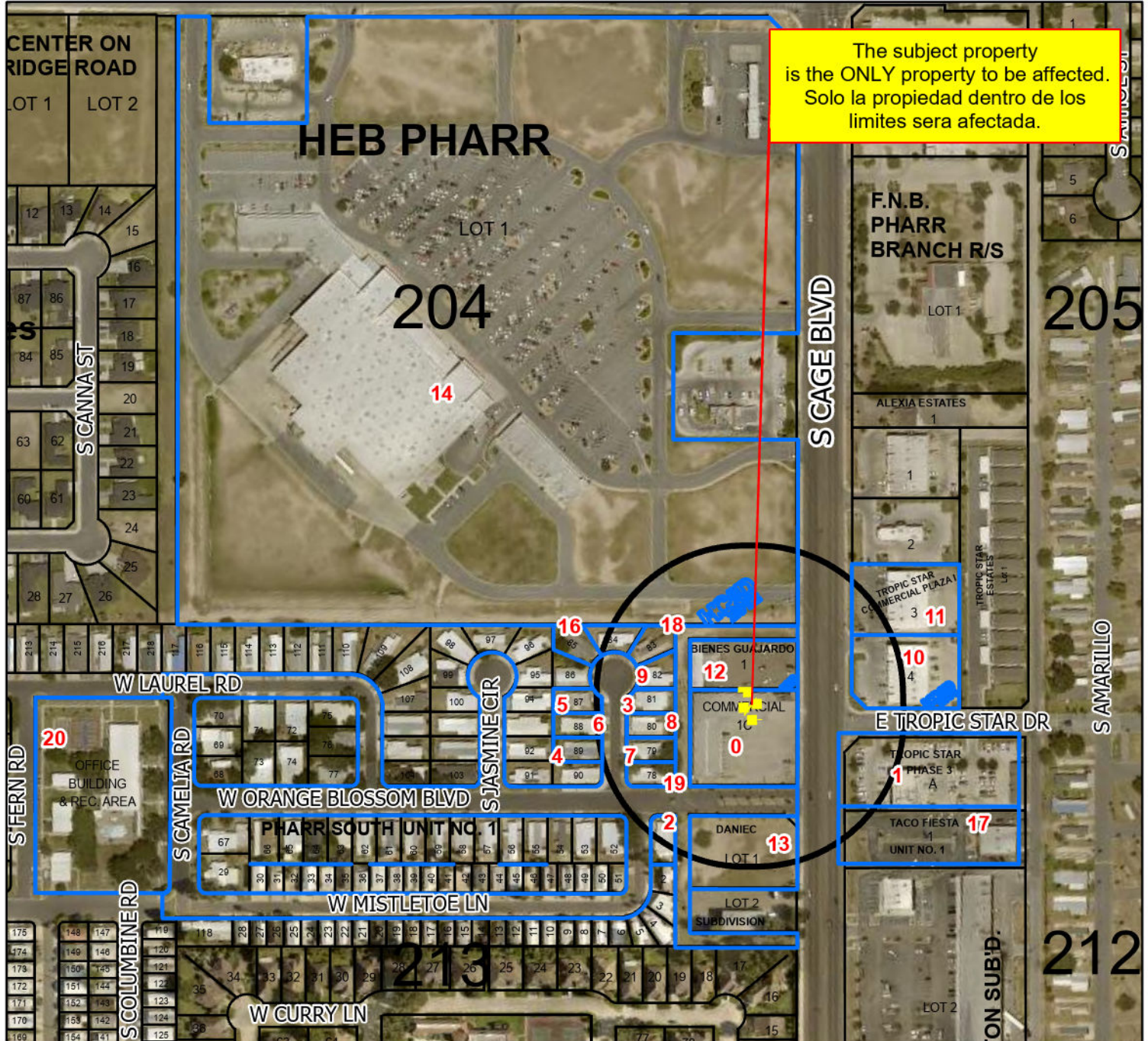
**DEVELOPMENT
SERVICES
RECOMMENDATION:**

Development Services recommended **approval** of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C). If approved, this item must comply with the following conditions:

**PLANNING & ZONING
COMMISSION:**

At the Planning and Zoning Commission meeting of December 9, 2024, the Board voted unanimously to recommend approval of the Life-of-the-Use Conditional Use Permit to allow a church in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were 5 members present and voting.

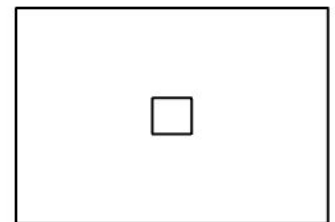
1. This permit shall be for the Life-of-the Use and issued to the current owner only;
2. Parking requirements as per Ordinance.
3. No living amenities shall be installed in unit;
4. Applicant shall comply with all City of Pharr Ordinances and codes, any violation will terminate this Conditional Use Permit;
5. Applicant must acquire a building permit before start of construction;
6. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
7. The following shall be considered as grounds for the revocation of the Conditional Use Permit:
 - Any change in use or change in extent of use, area or location.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
 - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

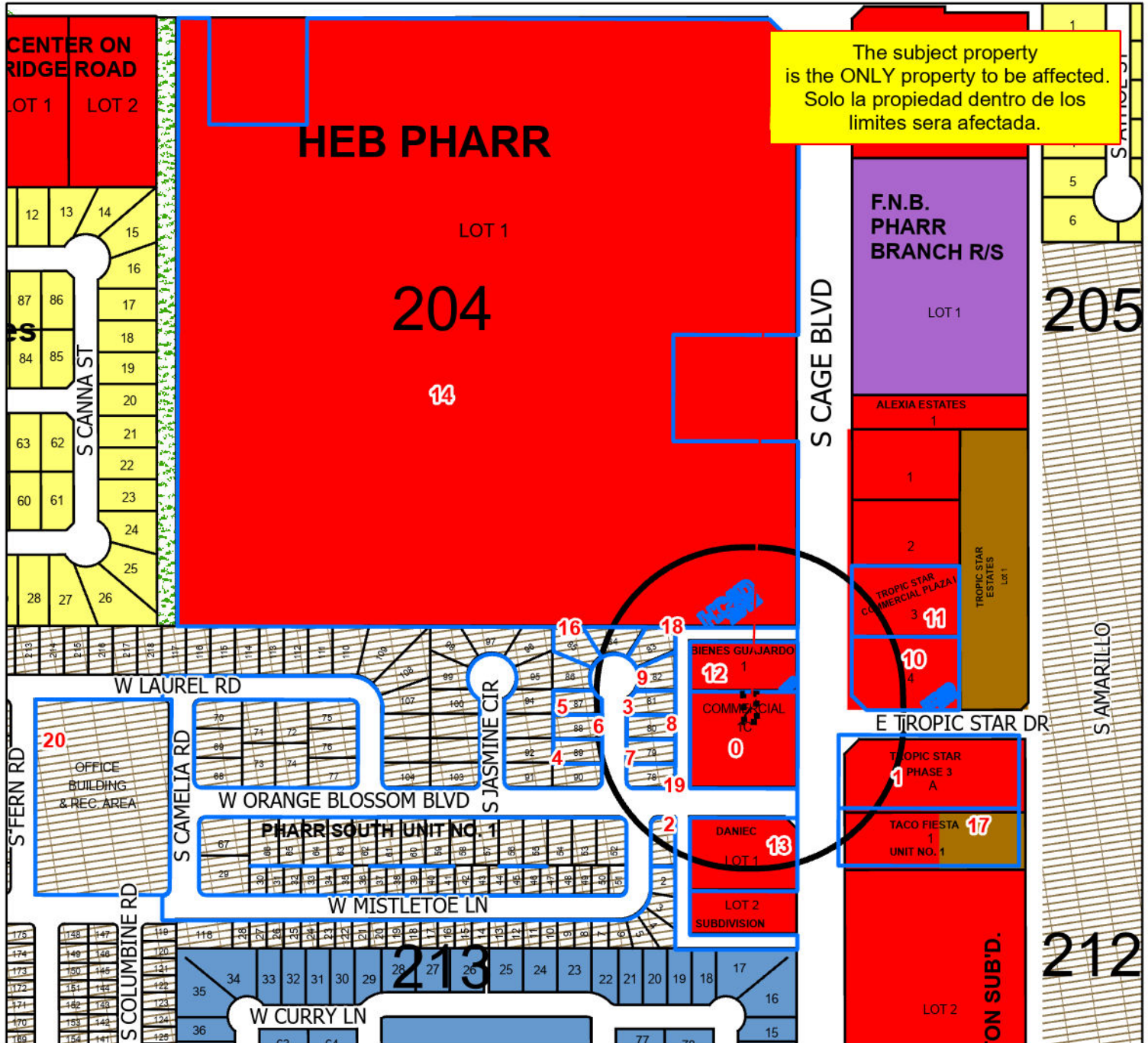


The subject property is the ONLY property to be affected.
 Solo la propiedad dentro de los limites sera afectada.

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

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





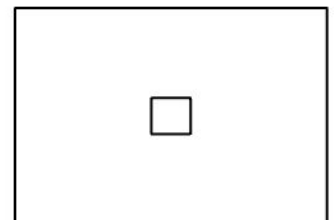
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

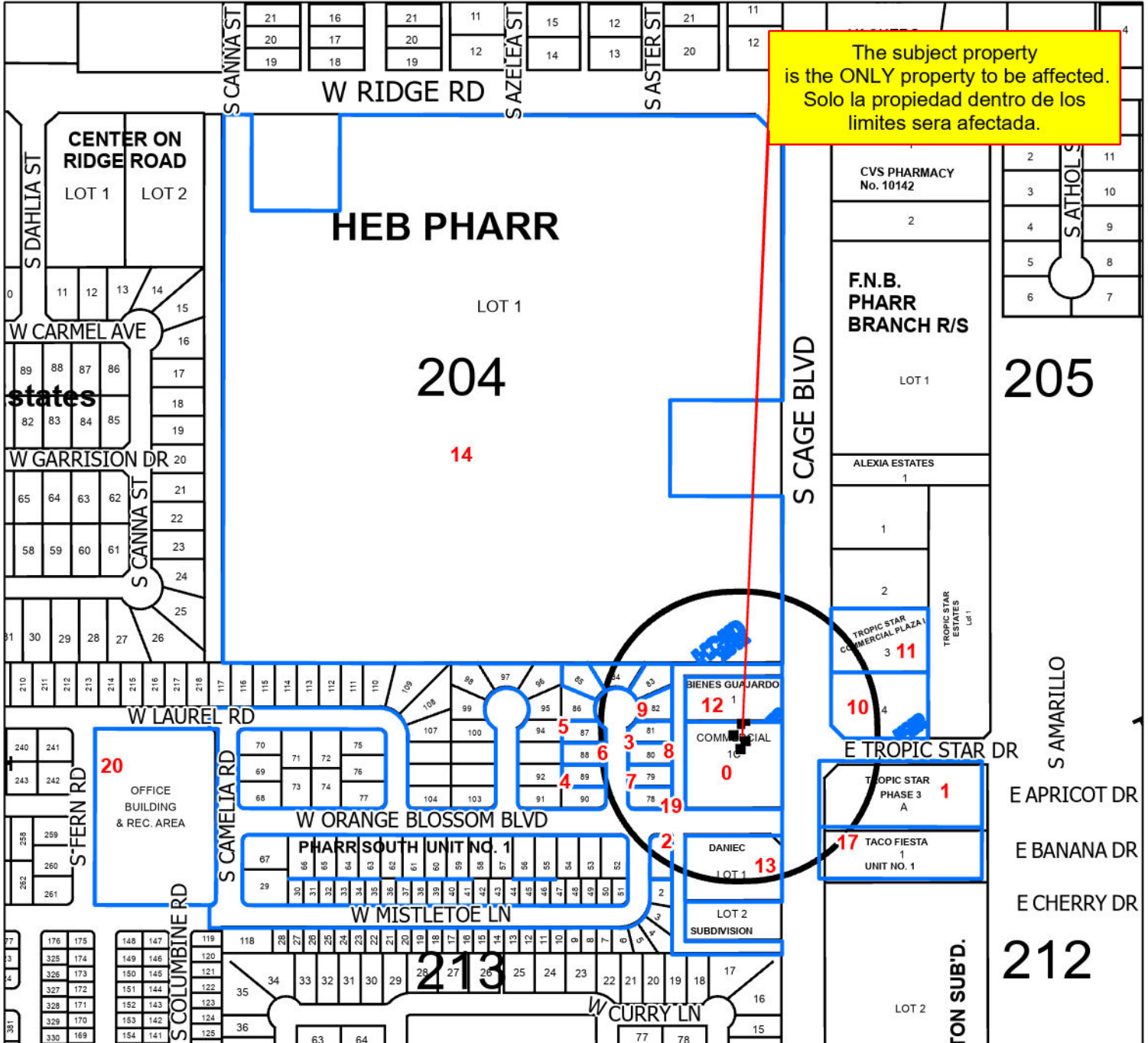
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial

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

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

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





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

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

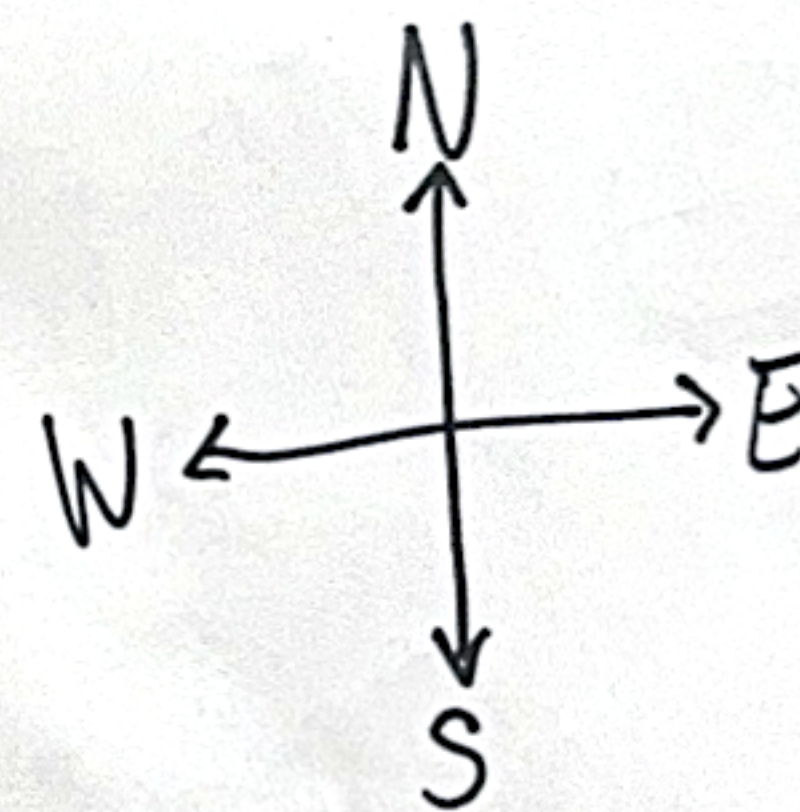
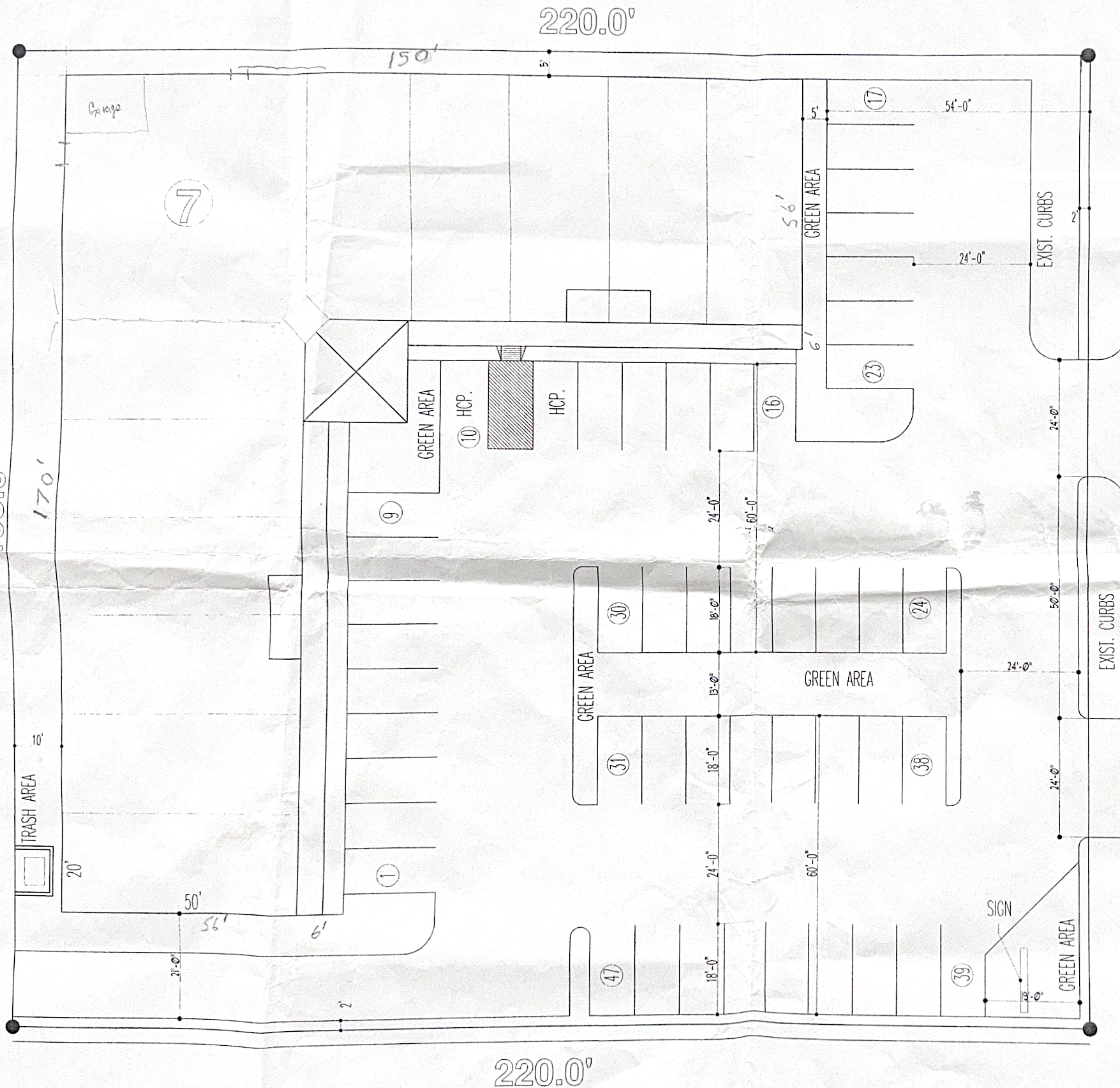
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

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

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.

30' ALLEY

198.0'



8400
6720
Total 15120 SQ. FT.

PARKING REQUIRED	47 SPACES
PARKING PROVIDED	47 SPACES
HCP. PARKING REQUIRED	2 SPACES
HCP. PARKING PROVIDED	2 SPACES
LANDSCAPE REQUIRED	10% OF LOT
LOT SIZE	43,560 SQ. FT.
10% OF LOT	= 4,356 SQ. FT.
LANDSCAPE PROVIDE	6037.0 SQ. FT.

SITE PLAN
SC: 1" = 20'

ac-b 0999 S

U.S. HIGHWAY



South Texas Designs

JOB No. 2756 SHT. OF

PROJECT
OWNER • BUILDER

210 NOLANA SUITE "D" McALLEN, TEXAS 78501 (512) 687-1406

SCALE: 3/32"=1'-0"

REVISIONS	BY
CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE DESIGNER OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE ANY WORK IS COMMENCED. ANY WORK DONE WITHOUT THESE DIMENSIONS SHALL BE AT THE CONTRACTOR'S RISK.	



Pharr
Development Services



Site Photo

1536 South Cage Boulevard, Suite 11





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.2.

DATE SUBMITTED: December 11, 2024

MEETING DATE: December 16, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Stefano's Pizza Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-3. CUP#190961 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Stefano's Pizza Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 5th renewal for Stefano's Pizza Express.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 12/11/2024
Approved - 12/13/2024
Final Approval - 12/13/2024



MEMORANDUM

DATE: MONDAY, DECEMBER 16, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC - FILE NO. CUP#190961 (STEFANO'S PIZZA EXPRESS)

GENERAL INFORMATION:

APPLICANT: Stefano's Pizza Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.06 acres, more or less, out of Lot 4A, Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 & 4 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 500 North Jackson Road, Suite N-3.

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

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

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

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

HEALTH: Recommends approval of
the Conditional Use Permit.

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

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

December 16, 2024

Conditional Use Permit **Renewal** for ABC –

Stefano's Pizza Express

Background:

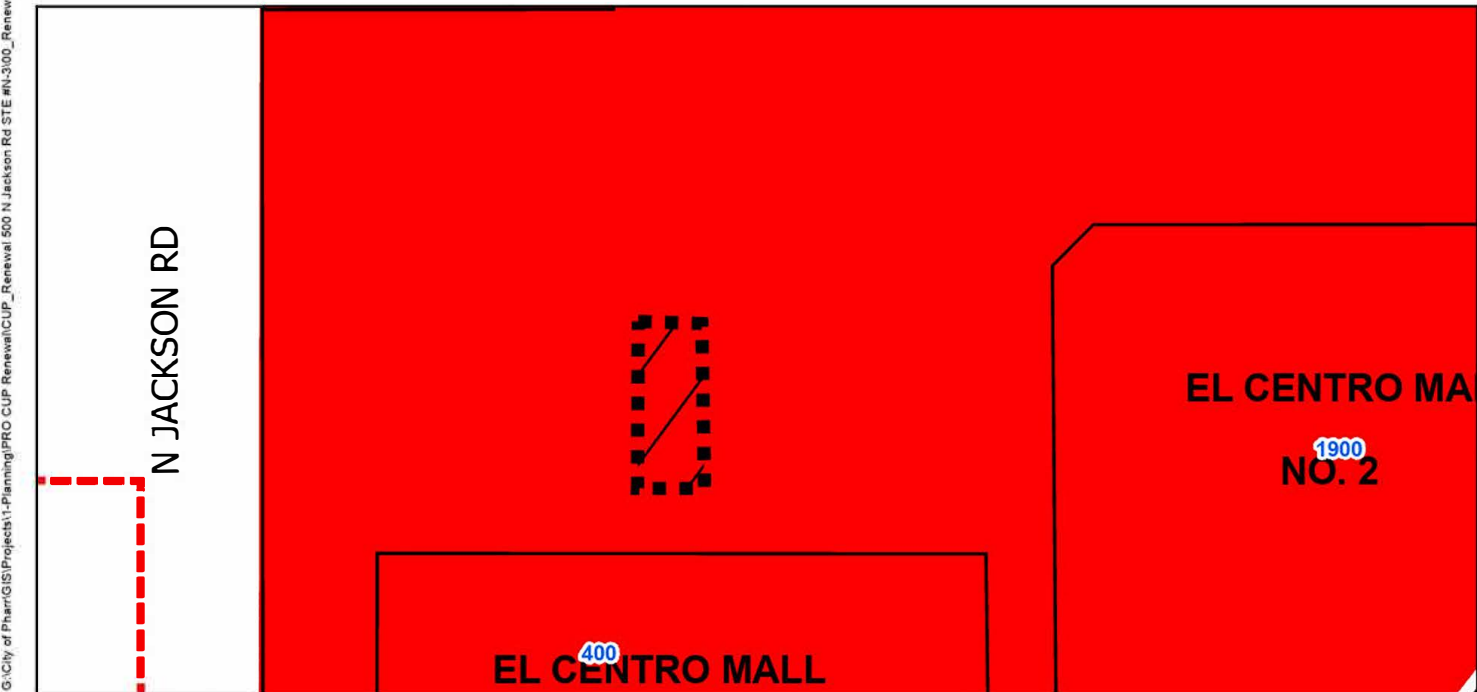
Stefano's Pizza Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 5th renewal for Stefano's Pizza Express.

The property is located at 500 North Jackson Road, Suite N-3. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

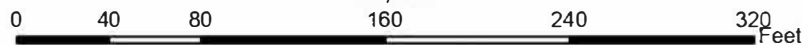
CUP Renewal
 500 N Jackson Rd
 0.06 acres, more or less, out of Lot 4A,
 Replat of Vacated Car-Mel Subdivision,
 Vacated El Centro Mall No. 3 & 4 Subdivision



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1:1,000



Date: 11/21/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.

DATE SUBMITTED: December 13, 2024

MEETING DATE: December 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 12/13/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.1.

DATE SUBMITTED: December 11, 2024

MEETING DATE: December 16, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: R. Gutierrez Engineering Corporation, representing Richard Goodman, Vice President, Real Estate, Construction and Retail Facilities of Lowe's Home Centers, Inc., a North Carolina Corp., is requesting final plat approval of the proposed Lowe's of Pharr Subdivision. The property is legally described as being a 13.01 acre tract of land consisting of 3.76 acres out of Lot 15, 3.17 acres out of Lot 16, 3.45 acres out of Lot 17 and 2.63 acres out of Lot 18, Pharr Citrus Orchard Co. Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 700 Block of South Jackson Road. SUB#230308 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: R. Gutierrez Engineering Corporation, representing Richard Goodman, Vice President, Real Estate, Construction and Retail Facilities of Lowe's Home Centers, Inc., a North Carolina Corp., is requesting final plat approval of the proposed Lowe's of Pharr Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Lowe's of Pharr Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Lowe's of Pharr Subdivision at their meeting on December 9, 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 - 12/11/2024
Approved - 12/13/2024
Final Approval - 12/13/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 16, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: LOWE'S OF PHARR SUBDIVISION
FILE NO. **SUB#230308**

GENERAL INFORMATION:

APPLICANT: R. Gutierrez Engineering Corporation, representing Richard Goodman, Vice President, Real Estate, Construction and Retail Facilities of Lowe's Home Centers, Inc., a North Carolina Corp., is requesting final plat approval of the proposed Lowe's of Pharr Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 13.01 acre tract of land consisting of 3.76 acres out of Lot 15, 3.17 acres out of Lot 16, 3.45 acres out of Lot 17 and 2.63 acres out of Lot 18, Pharr Citrus Orchard Co. Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 700 Block of South Jackson Road.

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

PROPERTY PROPOSED USE: Retail.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Lowe's of Pharr Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.: 1. Streetlights shall be 250' max spacing, along W. Sam Houston Blvd.

EASEMENTS:

1. Shall provide a 15' exclusive easement to City of Pharr, for sanitary sewer lines and water lines, if any.
2. Show all the dedicated easements on the plat if any (label existing or dedicated by plat).
3. Separate the waterline and drainage easement at rear of property, shall have a 15' exclusive easement to City of Pharr.
4. On lot 2, easement for water & sewer stop at the water meter.
5. For sewer easement do not show easement going through gas line.

**SIDEWALK:
ADA:** 1. In compliance.

FIRE PROTECTION: 1. See attached comments.

WATER:

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

SEWER:

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

DRAINAGE:

1. Drainage report to be reviewed and approved by H.C.D.D. No.1.
2. Not required to have detention easements.

OTHER:

1. Verify with HCID 2, the 80' R.O.W. fee simple over the store.
2. Label plat sheets 1 of 3, 2 of 3 and 3 of 3.
3. Plat note #15, re-word to say "Lot 2 & 1 shall have common parking area."
4. Recording with a bond # 20BSBJF0353.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Lowe's of Pharr Subdivision at their meeting on December 9, 2024. There were five members present and voting.

STRAFF REVIEW MEETING FOR: *LOWE'S OF PHARR SUBDIVISION*

COMMENTS: **Initials:** I.R. / O.D.L. **APRIL 11, 2023**

WATER:

- Easements will need to be 15' exclusive to the City of Pharr.
- All utilities are existing.
- Comments made may change depending of the circumstances.
- Follow City of Pharr Construction Standards Manual.

SEWER:

- Easements will need to be 15' exclusive to the City of Pharr.
- All utilities are existing.
- Will need to show all surrounding utilities (existing manholes on the west side)
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual.

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

Print Name: _____

Signature: _____

Date: _____



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

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

Subdivision: LOWE'S OF PHARR SUBDIVISION

Reviewed by: J. GONZALEZ

April 12, 2023

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

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

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

Additional Comments:

1. **PLAT NOTE #11 ON PLANS SHALL READ: ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.**
2. **PLANS ARE IN REASONABLE COMPLIANCE AT THIS TIME.**



Pharr Public Work



**Staff Review Meeting
Lowe's of Pharr Subdivision
Pharr TX, 78577**

**DATE: 04/12/2023
0.21 Acres**

**Storm Water: Inspector
Juan Govea Code Enforcement**

956-638-4743

Plat Notes:

- **No comments**

General Notes:

- **BMP's must be established once construction has commenced.**
- **Show Drainage Layout and Details.**
- **Erosion & Sediment Control during construction shall be in accordance with the current. Texas Pollution Discharge Elimination System (T.P.D.E.S.), Texas Commission of Environmental Quality (T.C.E.Q.), and City of Pharr Best Management Practices (B.M.P.) requirements.**
- **Show and Attach an Approved (by City Engineering Department) Drainage Plan Layout with Details, to S.W.P.P.P. (Must Be Legible).**
- **Must submit (1) digital copy in (USB) to review and must be approved prior to any earthwork disturbance or Notice to Proceed (N.T.P.) is issued. Must submit (3) three hard copies of the Finalized Stormwater Pollution Prevention Plan (S.W.P.P.P.) at Preconstruction Stage.**

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Lowe's of Pharr
Subdivision

DATE: April 13, 2023

REVIEW: Preliminary (comments plans dated 3-31-2023)

PLAT

1. Signature from P.E. & R.P.L.S. (**Show on As built**)
2. Note No. 5---Revise note to say..." Owners to maintain detention/retention area.
3. Note No. 14---Revise note to say 5'-ft sidewalk with ADA wheelchair ramps and landings shall be required to be constructed at time of building permit phase.
4. Verify the ROW for W. Sam Houston Ave.

SITE PLAN

1. Include profile view of proposed sanitary sewer and water line.
2. A concrete cradle shall be required for sanitary sewer service. Sanitary sewer shall be 6"-in.

DRAINAGE

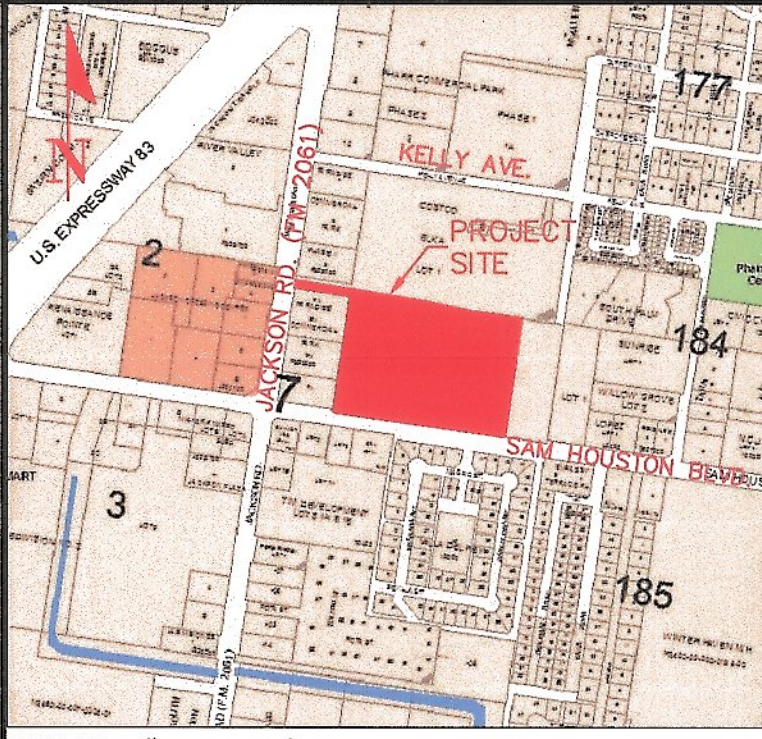
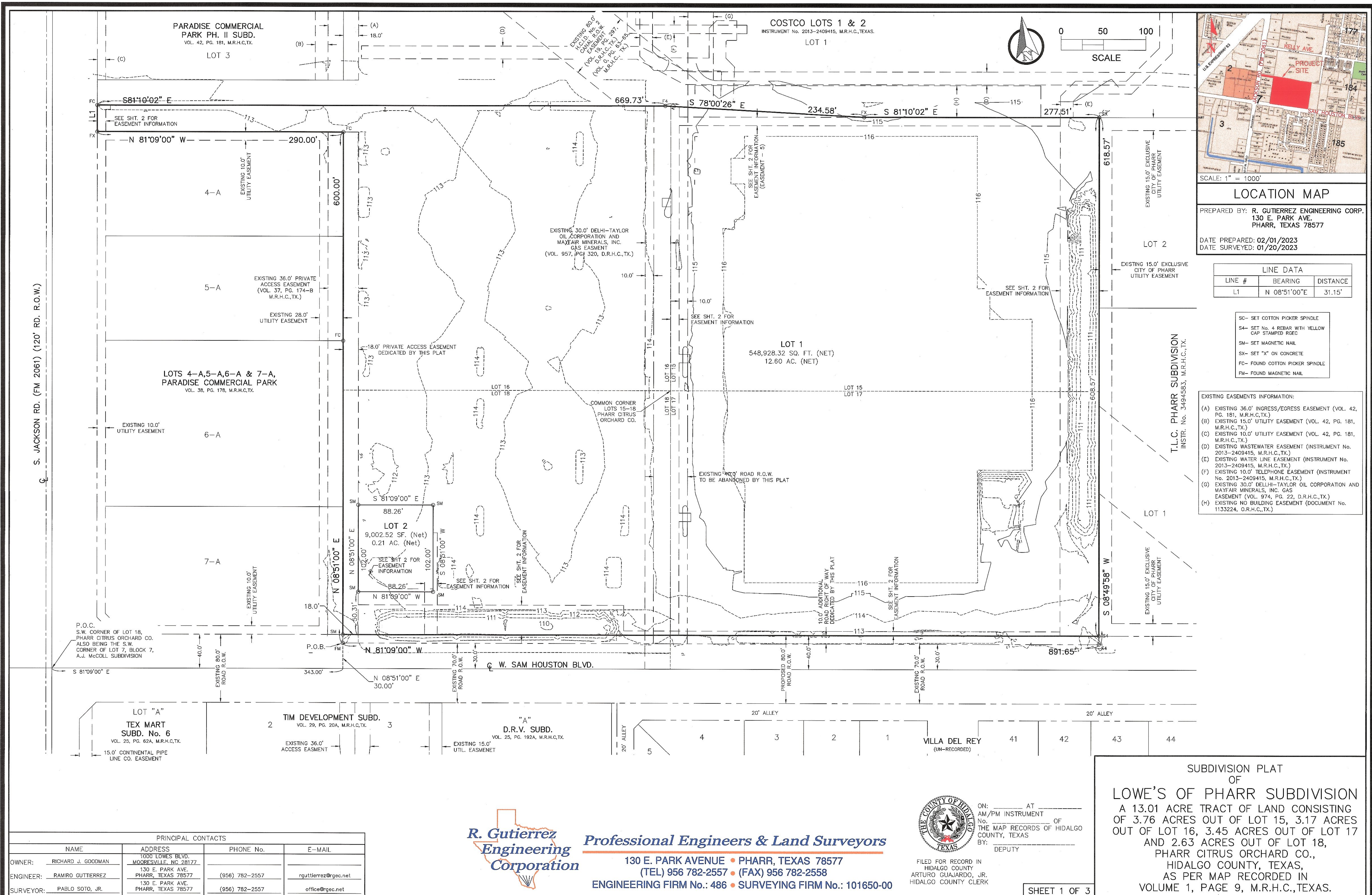
1. Drainage report to be reviewed and approved by HCDD No. 1.
2. Drainage plan to be reviewed and approved at building permit stage.

CLOSEOUT DOCUMENTS

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

ADDITIONAL COMMENTS

File Path: F:\2022\ENG\014 - Take 5 Oil Change in Pharr\PLANS\ENG22.014 SUBDIVISION PLAT.dwg



LOCATION MAP

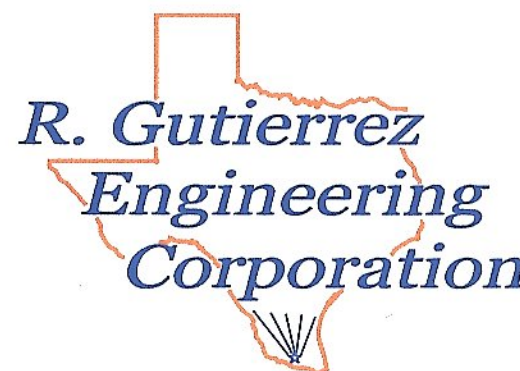
PREPARED BY: R. GUTIERREZ ENGINEERING CORP.
130 E. PARK AVE.
PHARR, TEXAS 78577
DATE PREPARED: 02/01/2023
DATE SURVEYED: 01/20/2023

LINE DATA		
LINE #	BEARING	DISTANCE
L1	N 08°51'00"E	31.15'

- SC- SET COTTON PICKER SPINDLE
- S4- SET No. 4 REBAR WITH YELLOW CAP STAMPED RICE
- SM- SET MAGNETIC NAIL
- SX- SET "X" ON CONCRETE
- FC- FOUND COTTON PICKER SPINDLE
- FM- FOUND MAGNETIC NAIL

- EXISTING EASEMENTS INFORMATION:
- (A) EXISTING 36.0' INGRESS/EGRESS EASEMENT (VOL. 42, PG. 181, M.R.H.C., TX.)
 - (B) EXISTING 15.0' UTILITY EASEMENT (VOL. 42, PG. 181, M.R.H.C., TX.)
 - (C) EXISTING 10.0' UTILITY EASEMENT (VOL. 42, PG. 181, M.R.H.C., TX.)
 - (D) EXISTING WASTEWATER EASEMENT (INSTRUMENT No. 2013-2409415, M.R.H.C., TX.)
 - (E) EXISTING WATER LINE EASEMENT (INSTRUMENT No. 2013-2409415, M.R.H.C., TX.)
 - (F) EXISTING 10.0' TELEPHONE EASEMENT (INSTRUMENT No. 2013-2409415, M.R.H.C., TX.)
 - (G) EXISTING 30.0' DELHI-TAYLOR OIL CORPORATION AND MAYFAIR MINERALS, INC. GAS EASEMENT (VOL. 974, PG. 22, D.R.H.C., TX.)
 - (H) EXISTING NO BUILDING EASEMENT (DOCUMENT No. 1133224, O.R.H.C., TX.)

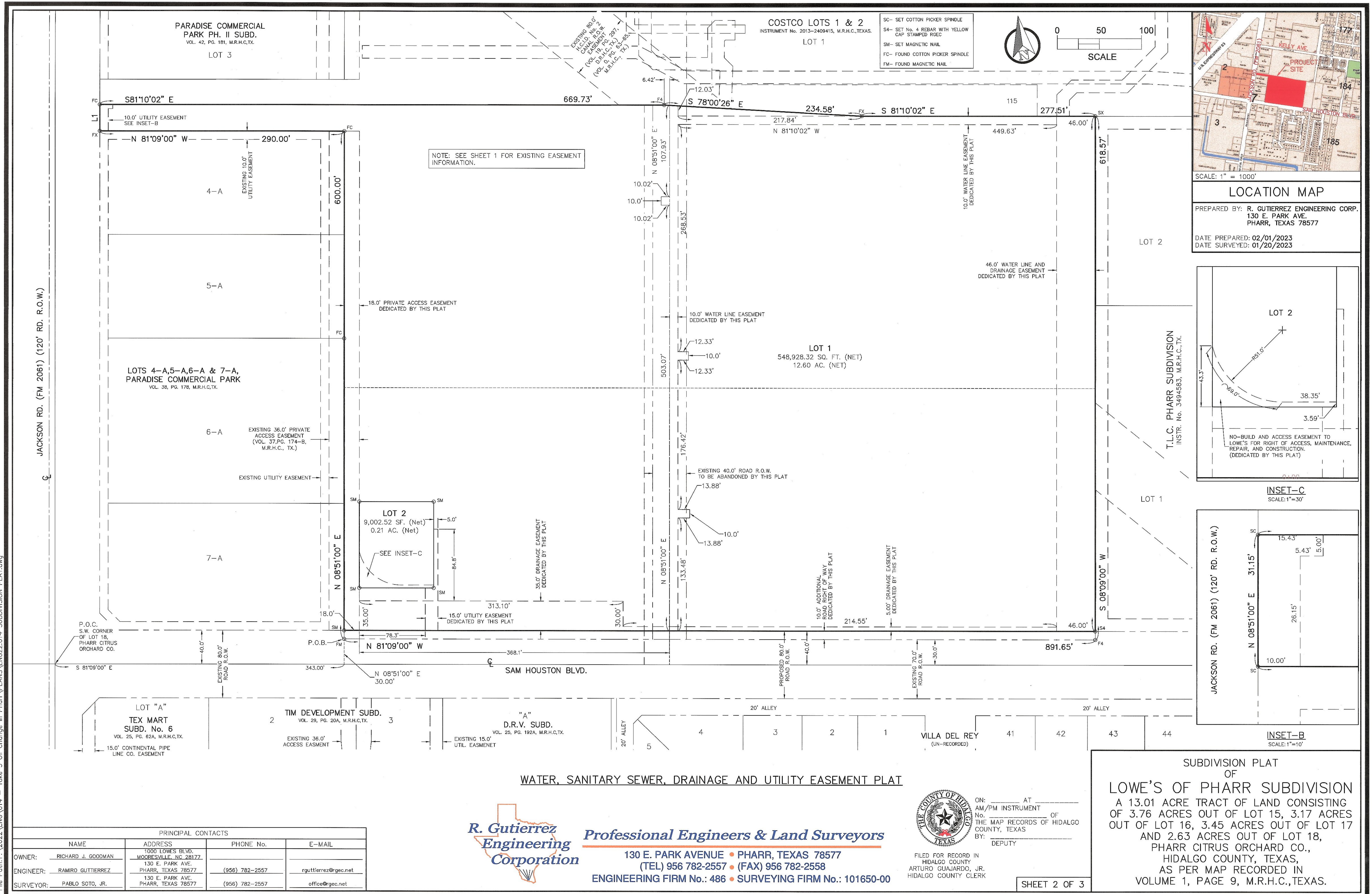
PRINCIPAL CONTACTS			
NAME	ADDRESS	PHONE No.	E-MAIL
OWNER: RICHARD J. GOODMAN	1000 LOWES BLVD. MOORESVILLE, NC 28177		
ENGINEER: RAMIRO GUTIERREZ	130 E. PARK AVE. PHARR, TEXAS 78577	(956) 782-2557	rgutierrez@gec.net
SURVEYOR: PABLO SOTO, JR.	130 E. PARK AVE. PHARR, TEXAS 78577	(956) 782-2557	office@gec.net



R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No.: 486 • SURVEYING FIRM No.: 101650-00

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK
ON: _____ AT _____
AM/PM INSTRUMENT _____
No. _____ OF _____
THE MAP RECORDS OF HIDALGO
COUNTY, TEXAS
BY: _____ DEPUTY

SUBDIVISION PLAT
OF
LOWE'S OF PHARR SUBDIVISION
A 13.01 ACRE TRACT OF LAND CONSISTING
OF 3.76 ACRES OUT OF LOT 15, 3.17 ACRES
OUT OF LOT 16, 3.45 ACRES OUT OF LOT 17
AND 2.63 ACRES OUT OF LOT 18,
PHARR CITRUS ORCHARD CO.,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 1, PAGE 9, M.R.H.C., TEXAS.



CITY OF PHARR APPROVAL CERTIFICATION

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

MAYOR: DR. AMBROSIO HERNANDEZ
DATE: _____

ATTEST:
CITY CLERK: HILDA PEDRAZA
DATE: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

APPROVAL BY PLANNING AND ZONING COMMISSION:

APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF PHARR, TEXAS, THIS THE _____ DAY OF _____, 20____, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS.

DANNY WYLIE, CHAIRMAN, PLANNING AND ZONING COMMISSION

DRAINAGE DISTRICT No. ONE CERTIFICATION

STATE OF TEXAS §
COUNTY OF HIDALGO §

APPROVED BY DRAINAGE DISTRICT:

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

HIDAGLO COUNTY DRAINAGE DISTRICT No. 1

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

DATE

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CERTIFICATION

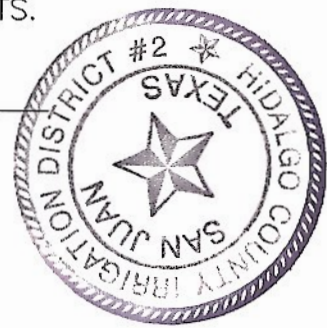
STATE OF TEXAS §
COUNTY OF HIDALGO §

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS THE 19th DAY OF October, 2024

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

Mel M. Smith
PRESIDENT

ATTEST: [Signature]
SECRETARY



OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

STATE OF NORTH CAROLINA §
COUNTY OF IREDELL §

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS LOWE'S OF PHARR SUBDIVISION TO THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

Richard J. Goodman
OWNER: RICHARD J. GOODMAN - VICE PRESIDENT, REAL ESTATE, CONSTRUCTION AND RETAIL FACILITIES
LOWE'S HOME CENTERS, LLC., A NORTH CAROLINA CORP.
ADDRESS: 1000 LOWES BLVD.,
MOORESVILLE, NC 28117

STATE OF NORTH CAROLINA §
COUNTY OF IREDELL §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED, RICHARD J. GOODMAN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20th DAY OF September, 2024

Lora Ann Ritchie
NOTARY PUBLIC IN AND FOR NORTH CAROLINA

LORA ANN RITCHIE
Notary Public, North Carolina
Iredell County
My Commission Expires
11-19-2024

PRINCIPAL CONTACTS

NAME	ADDRESS	PHONE No.	E-MAIL
OWNER: RICHARD J. GOODMAN	1000 LOWES BLVD. MOORESVILLE, NC 28117		
ENGINEER: RAMIRO GUTIERREZ	130 E. PARK AVE. PHARR, TEXAS 78577	(956) 782-2557	rgutierrez@gec.net
SURVEYOR: PABLO SOTO, JR.	130 E. PARK AVE. PHARR, TEXAS 78577	(956) 782-2557	office@gec.net

METES AND BOUNDS DESCRIPTION

A 13.01 ACRE TRACT OF LAND CONSISTING OF 3.76 ACRES OUT OF LOT 15, 3.17 ACRES OUT OF LOT 16, 3.45 ACRES OUT OF LOT 17 AND 2.63 ACRES OUT OF LOT 18, PHARR CITRUS ORCHARD CO., HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 9, MAP RECORDS OF HIDALGO COUNTY, TEXAS. SAID 13.01 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 18, PHARR CITRUS ORCHARD CO.; THENCE, SOUTH 81 DEGREES 09 MINUTES 00 SECONDS EAST, WITH THE SOUTH LINE OF LOT 18, PHARR CITRUS ORCHARD CO., A DISTANCE OF 343.00 FEET; THENCE, NORTH 08 DEGREES 51 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A MAGNETIC NAIL FOUND AT THE EXISTING NORTH RIGHT OF WAY LINE OF W. SAM HOUSTON BLVD. FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, CONTINUING NORTH 08 DEGREES 51 MINUTES EAST, AT A DISTANCE OF 10.00 FEET PASS A MAGNETIC NAIL SET AT THE SOUTHEAST CORNER OF LOT 7-A, LOTS 4-A, 5-A, 6-A & 7-A, PARADISE COMMERCIAL PARK (VOLUME 38, PAGE 178, M.R.H.C., TEXAS) ALSO BEING THE DEDICATED NORTH RIGHT OF WAY LINE OF SAID W. SAM HOUSTON BLVD., CONTINUING WITH THE EAST LINE OF LOTS 4-A, 5-A, 6-A & 7-A, PARADISE COMMERCIAL PARK (VOLUME 38, PAGE 178, M.R.H.C., TEXAS) FOR A TOTAL DISTANCE OF 600.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF LOT 4-A, LOTS 4-A, 5-A, 6-A & 7-A, PARADISE COMMERCIAL PARK (VOLUME 38, PAGE 178, M.R.H.C., TEXAS) FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81 DEGREES 09 MINUTES 00 SECONDS WEST, WITH THE NORTH LINE OF SAID LOT 4-A, LOTS 4-A, 5-A, 6-A & 7-A, PARADISE COMMERCIAL PARK, A DISTANCE OF 290.00 FEET TO AN "X" FOUND ON CONCRETE AT THE NORTHWEST CORNER OF SAID LOT 4-A, LOTS 4-A, 5-A, 6-A & 7-A, PARADISE COMMERCIAL PARK, ALSO BEING THE EXISTING EAST RIGHT OF WAY LINE OF S. JACKSON ROAD (FM 2061) FOR THE MOST NORTHERLY SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 08 DEGREES 51 MINUTES 00 SECONDS EAST, WITH THE EXISTING EAST RIGHT OF WAY LINE OF SAID S. JACKSON ROAD (FM 2061), A DISTANCE OF 31.15 FEET TO A COTTON PICKER SPINDLE FOUND AT THE SOUTHWEST CORNER OF LOT 1, COSTCO LOTS 1 & 2 (INSTRUMENT No. 2013-2409415, M.R.H.C., TEXAS) FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81 DEGREES 10 MINUTES 02 SECONDS EAST, WITH THE SOUTH LINE OF SAID LOT 1, COSTCO LOTS 1 & 2, A DISTANCE OF 669.73 FEET TO A No. 4 REBAR FOUND FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 78 DEGREES 00 MINUTES 26 SECONDS EAST, WITH THE SOUTH LINE OF SAID LOT 1, COSTCO LOTS 1 & 2, A DISTANCE OF 234.58 FEET TO A MAGNETIC NAIL FOUND FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81 DEGREES 10 MINUTES 02 SECONDS EAST, WITH THE SOUTH LINE OF SAID LOT 1, COSTCO LOTS 1 & 2, A DISTANCE OF 277.51 FEET TO AN "X" SET ON CONCRETE FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 08 DEGREES 49 MINUTES 58 SECONDS WEST, AT A DISTANCE OF 608.57 FEET PASS A No. 4 REBAR SET (WITH A YELLOW CAP STAMPED RGC) AT DEDICATED NORTH RIGHT OF WAY LINE OF SAID W. SAM HOUSTON BLVD., CONTINUING FOR A TOTAL DISTANCE OF 618.57 FEET TO A No. 4 REBAR FOUND AT THE EXISTING NORTH RIGHT OF WAY LINE OF SAID SAM HOUSTON BLVD. FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81 DEGREES 09 MINUTES 00 SECONDS WEST, WITH THE EXISTING NORTH RIGHT OF WAY LINE OF SAID W. SAM HOUSTON BLVD., A DISTANCE OF 891.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.01 ACRES OF LAND MORE OR LESS.

ENGINEER CERTIFICATION

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, RAMIRO GUTIERREZ, P.E., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.



Ramiro Gutierrez, P.E.

RAMIRO GUTIERREZ, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 65948
R. GUTIERREZ ENGINEERING CORP.
130 E. PARK
PHARR, TEXAS 78577
DATE: 8-15-24

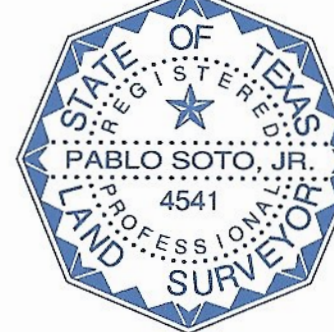
GENERAL NOTES:

- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENTS.
- MINIMUM BUILDING SETBACK LINES AS PER THE CITY OF PHARR ORDINANCES.
- A MINIMUM FINISH FLOOR ELEVATION OF 18 INCHES ABOVE TOP OF CURB AS CENTERED ON LOT FOR W. SAM HOUSTON BLVD.
- STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THE SUBDIVISION PLAT HAS DETERMINED THAT A TOTAL OF 0.529 ac.-ft. (23,041 c.f.) WILL BE REQUIRED. THIS IS AN ESTIMATE ONLY AND A DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS DEVELOPMENT.
- OWNERS TO MAINTAIN DETENTION/RETENTION AREA.
- FLOOD ZONE: (B) - AREAS BETWEEN LIMITS OF 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL No.: 480347 0005 C, MAP REVISED: OCTOBER 19, 1982
- LANDSCAPING REQUIREMENTS AS PER CITY OF PHARR ORDINANCE.
- NO CONSTRUCTION OF ANY STRUCTURE IS ALLOWED, UNLESS FIRE PROTECTION IS IN PLACE.
- BENCHMARK: CITY OF PHARR MONUMENT No. 41 - LOCATED APPROXIMATELY 10 FT. NORTH FROM BACK OF CURB OF W. SAM HOUSTON BLVD. AND 54 FT EAST OF THE EAST LINE OF PHARR CITRUS ORCHARD CO. ELEVATION: 112.70
N: 16594557.838
E: 1082341.543
- EROSION & SEDIMENTATION CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (T.P.D.E.S.), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (T.C.E.Q.), AND CITY OF PHARR BEST MANAGEMENT PRACTICES (B.M.) REQUIREMENTS.
- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
- OWNERS TO MAINTAIN RIGHT OF WAY AND PERIMETER OF SUBDIVISION.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
- 5 FOOT SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDING SHALL BE REQUIRED TO BE CONSTRUCTED AT TIME OF BUILDING PERMIT PHASE.

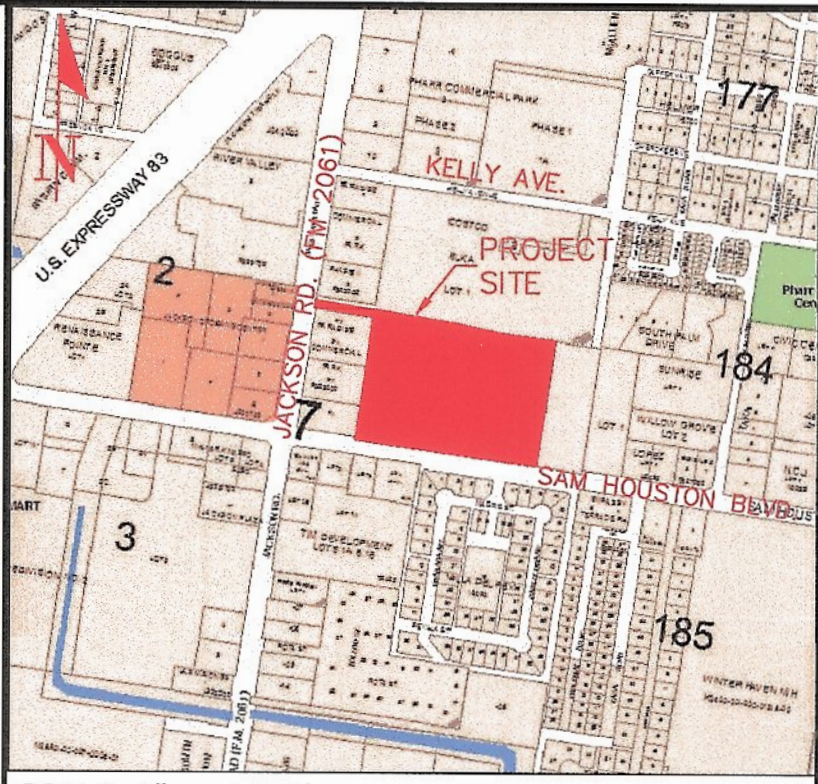
SURVEYOR CERTIFICATION

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, PABLO SOTO, Jr., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.



Pablo Soto Jr.
PABLO SOTO JR., R.P.L.S. No. 4511
R. GUTIERREZ ENGINEERING CORP.
130 E. PARK
PHARR, TEXAS 78577
DATE: 8/16/2024



SCALE: 1" = 1000'
LOCATION MAP
PREPARED BY: R. GUTIERREZ ENGINEERING CORP.
130 E. PARK AVE.
PHARR, TEXAS 78577
DATE PREPARED: 02/01/2023
DATE SURVEYED: 01/20/2023

SIGNATURE CERTIFICATION, METES & BOUNDS AND GENERAL NOTES



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No.: 486 • SURVEYING FIRM No.: 101650-00

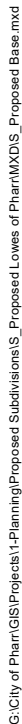


FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____
AM/PM INSTRUMENT
No. _____ OF _____
THE MAP RECORDS OF HIDALGO
COUNTY, TEXAS
BY: _____ DEPUTY

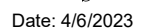
SHEET 3 OF 3

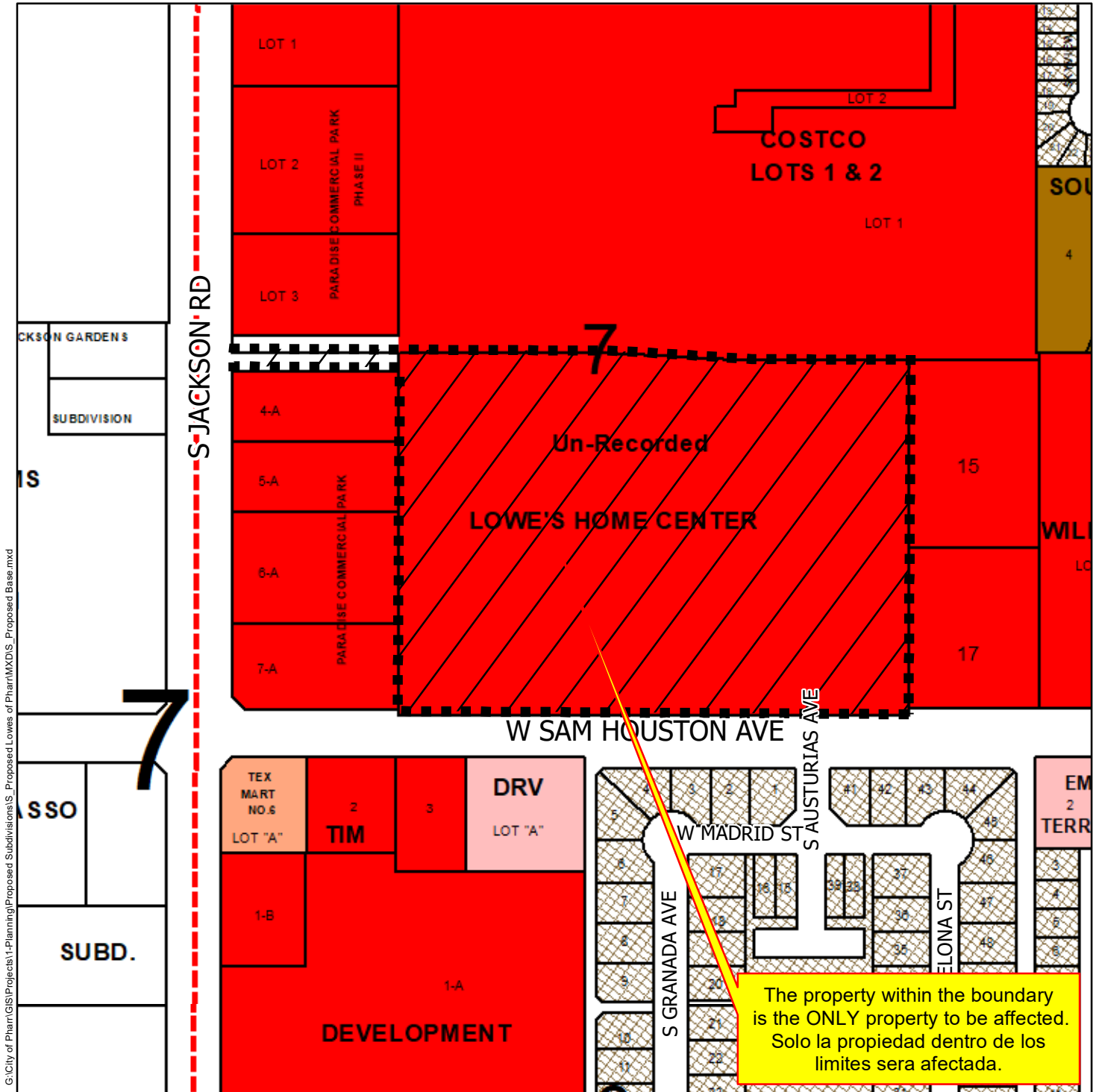
SUBDIVISION PLAT
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PHARR CITRUS ORCHARD CO.,
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AS PER MAP RECORDED IN
VOLUME 1, PAGE 9, M.R.H.C., TEXAS.



- City of Pharr, Texas
Engineering Department
956.702.5355

0 125 250 500 750 1,000 Feet







Pharr
Development Services



Site Photo

700 Block of South Jackson





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: December 12, 2024

MEETING DATE: December 16, 2024

FROM: LINDA DEL TORO, Secretary

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Pharr Memorial Library Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The following Board members' term expires on August 21, 2024. The staff have made contact with Rosana Gutierrez and wish to continue serving on the library board.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends re-appointing board members

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

LINDA DEL TORO

Adolfo Garcia

David Friedlein

Ricardo Rodriguez

City Management Office

Created/Initiated - 12/12/2024

Approved - 12/13/2024

Approved - 12/13/2024

Approved - 12/13/2024

Final Approval - 12/13/2024

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

R E S O L U T I O N

NO: R-2024-__

WHEREAS, the Board of Commissioners has created and appointed a Library Board composed of seven (7) members who shall be residents of the City of Pharr; and

WHEREAS, the Board of Commissioners on July 17, 2007, by ordinance amended the Library Board to be composed of nine (9) regular members and one (1) ex-officio member; and

WHEREAS, the terms of regular member Rosana Gutierrez expired on August 21, 2024; and

WHEREAS, appointments/re-appointment of one (1) member is needed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, THAT the following residents of the city of Pharr are hereby appointed.

NAME:

LENGTH OF TERM:

1. _____

2 –Year term (to expire 08/21/26)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 16 day of December, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: December 10, 2024

MEETING DATE: December 16, 2024

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on City Manager's Annual Performance Evaluation. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Closed Session

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

Issue: City Manager annual evaluation.

Fiscal Consideration: N/A

Staff Recommendation: As recommended by the Board of Commissioners

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: Personnel

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 12/10/2024
Approved - 12/13/2024
Final Approval - 12/13/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.A.

DATE SUBMITTED: December 12, 2024

MEETING DATE: December 16, 2024

FROM: Daniela Villarreal, Buyer II

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase radios for the Fire Department from Motorola Solutions from Chicago, IL utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract RA05-21 for the amount of \$104,752.68. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: Staff requests authorization to purchase portable radios for the amount of \$104,752.68 through Houston-Galveston Area Council (HGAC) Purchasing Cooperative Contract No. RA05-21 for the Fire Department. -Project No. 2425-01-515-P03-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to purchase portable radios

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Daniela Villarreal

Created/Initiated - 12/12/2024

Mayra Gomez

Approved - 12/12/2024

Pilar Rodriguez

Approved - 12/12/2024

Hilda Pedraza

Approved - 12/13/2024

Ricardo Rodriguez

Approved - 12/13/2024

Jamison Merrick

Approved - 12/13/2024

City Management Office

Final Approval - 12/13/2024

Billing Address:
PHARR, CITY OF
202 E CLARK
PHARR, TX 78577
US

Quote Date:12/03/2024
Expiration Date:02/01/2025
Quote Created By:
Claudia Gonzalez
cgonzalez@stcradios.com

End Customer:
PHARR, CITY OF
Chief Pilar Rodriguez
pilar.rodriguez@fd.pharr-tx.gov
956-638-0106

Contract: 17724 - HGAC (TX) #RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	6	\$3,383.12	\$2,469.68	\$14,818.08
1a	G806BL	ENH: ASTRO DIGITAL CAI OP APX	6	\$567.00	\$413.91	\$2,483.46
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	6	\$1,320.00	\$963.60	\$5,781.60
1c	G361AH	ENH: P25 TRUNKING SOFTWARE APX	6	\$330.00	\$240.90	\$1,445.40
1d	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6	\$6.00	\$4.38	\$26.28
1e	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6	\$0.00	\$0.00	\$0.00
1f	GA01670AA	ADD: APX E5 CONTROL HEAD	6	\$717.00	\$523.41	\$3,140.46
1g	G66BJ	ADD: DASH MOUNT E5 APXM	6	\$138.00	\$100.74	\$604.44
1h	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT	6	\$11.00	\$8.03	\$48.18
1i	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	6	\$0.00	\$0.00	\$0.00
1j	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	6	\$47.00	\$34.31	\$205.86
1k	W22BA	ADD: STD PALM MICROPHONE APX	6	\$79.00	\$57.67	\$346.02



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	6	\$66.00	\$48.18	\$289.08
1m	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	6	\$0.00	\$0.00	\$0.00
1n	G78AT	ENH: 3 YEAR ESSENTIAL SVC	6	\$288.00	\$288.00	\$1,728.00
1o	QA09113AB	ADD: BASELINE RELEASE SW	6	\$0.00	\$0.00	\$0.00
2	NNTN8527A	CHR IMPR VEH ADAPT INT	6	\$1,663.20	\$1,247.40	\$7,484.40
Product Services						
3	LSV01Q00387A	REMOVAL OF OLD RADIO	6	\$100.00	\$100.00	\$600.00
Product Services						
4	LSV00Q00202A	DEVICE PROGRAMMING	6	\$120.00	\$120.00	\$720.00
5	LSV00Q00203A	DEVICE INSTALLATION	6	\$250.00	\$250.00	\$1,500.00
6	LSV00Q01073A	HARDWARE KIT	6	\$50.00	\$50.00	\$300.00

Grand Total

\$41,521.26(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





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Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Billing Address:
PHARR, CITY OF
202 E CLARK
PHARR, TX 78577
US

Quote Date:12/04/2024
Expiration Date:02/02/2025
Quote Created By:
Claudia Gonzalez
cgonzalez@stcradios.com

End Customer:
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Chief Pilar Rodriguez
pilar.rodriguez@fd.pharr-tx.gov
956-638-0106

Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	4	\$5,893.68	\$4,302.39	\$17,209.56
1a	G806BL	ENH: ASTRO DIGITAL CAI OP APX	4	\$567.00	\$413.91	\$1,655.64
1b	G51AT	ENH:SMARTZONE	4	\$1,650.00	\$1,204.50	\$4,818.00
1c	G361AH	ENH: P25 TRUNKING SOFTWARE APX	4	\$330.00	\$240.90	\$963.60
1d	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	4	\$6.00	\$4.38	\$17.52
1e	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	\$0.00	\$0.00
1f	G66BN	ADD: DASH MOUNT E5	4	\$138.00	\$100.74	\$402.96
1g	GA01670AA	ADD: APX E5 CONTROL HEAD	4	\$717.00	\$523.41	\$2,093.64
1h	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	4	\$0.00	\$0.00	\$0.00
1i	G89AC	ADD: NO RF ANTENNA NEEDED	4	\$0.00	\$0.00	\$0.00
1j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	\$48.18	\$192.72
1k	W22BA	ADD: STD PALM MICROPHONE APX	4	\$79.00	\$57.67	\$230.68



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	4	\$0.00	\$0.00	\$0.00
1m	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	4	\$0.00	\$0.00	\$0.00
1n	G78AT	ENH: 3 YEAR ESSENTIAL SVC	4	\$288.00	\$288.00	\$1,152.00
1o	QA09113AB	ADD: BASELINE RELEASE SW	4	\$0.00	\$0.00	\$0.00
2	EQ000103A02	MULTIPLEXER, ALL BAND, APX8500, VEHICLE	4	\$214.92	\$182.68	\$730.72
3	HAD4017A	ANT ROOF MT WB VHF 146/174	4	\$52.50	\$44.63	\$178.52
4	HAF4013A	7/8/900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	4	\$52.50	\$44.63	\$178.52
5	CB000091A02	CABLE, COAXIAL,CABLE, COAXIAL,QMA PLUG TO QMA PLUG CONNECTOR	8	\$44.16	\$35.33	\$282.64
6	0180371A24	MT & CBL	4	\$25.00	\$21.25	\$85.00
Product Services						
7	LSV01Q00387A	DEVICE TEMPLATE	1	\$120.00	\$120.00	\$120.00
8	LSV00Q00202A	DEVICE PROGRAMMING	4	\$120.00	\$120.00	\$480.00
9	LSV00Q00203A	DEVICE INSTALLATION	4	\$350.00	\$350.00	\$1,400.00
10	LSV00Q01073A	HARDWARE KIT	4	\$50.00	\$50.00	\$200.00

Grand Total
\$32,391.72(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



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Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Billing Address:
PHARR, CITY OF
202 E CLARK
PHARR, TX 78577
US

Quote Date:12/04/2024
Expiration Date:02/02/2025
Quote Created By:
Claudia Gonzalez
cgonzalez@stcradios.com

End Customer:
PHARR, CITY OF

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	5	\$3,595.00	\$2,624.35	\$13,121.75
1a	QA02006AA	ENH: APX6000XE RUGGED RADIO	5	\$880.00	\$642.40	\$3,212.00
1b	QA01427AB	ALT: IMPACT GREEN HOUSING	5	\$28.00	\$20.44	\$102.20
1c	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	5	\$567.00	\$413.91	\$2,069.55
1d	H38BT	ADD: SMARTZONE OPERATION	5	\$1,320.00	\$963.60	\$4,818.00
1e	Q361AR	ADD: P25 9600 BAUD TRUNKING	5	\$330.00	\$240.90	\$1,204.50
1f	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	5	\$6.00	\$4.38	\$21.90
1g	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	5	\$0.00	\$0.00	\$0.00
1h	Q887AU	ADD: 5Y ESSENTIAL SERVICE	5	\$306.00	\$306.00	\$1,530.00
1i	QA09113AB	ADD: BASELINE RELEASE SW	5	\$0.00	\$0.00	\$0.00
2	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	5	\$186.50	\$139.88	\$699.40
3	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	5	\$665.28	\$532.22	\$2,661.10
4	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	5	\$213.15	\$159.86	\$799.30



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
Product Services						
5	LSV00Q00202A	DEVICE PROGRAMMING	5	\$120.00	\$120.00	\$600.00

Grand Total **\$30,839.70(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





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Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Radio Communications/Emergency Response Equipment

Contract Information

Contract Number

RA05-21

Effective Dates

08/01/2021 - 07/31/2025

Contract Details

Program contracts include a wide variety of Radio Communication Equipment, Command & Control Equipment, Mobile Satellite Communications Equipment and Integrated Services.

[View Contacts](#)

[View Documents](#)

[Return to Products & Services](#)

All Products

Search Products					
Description	Code	Manufacturer	Price	Discount	
A Manufacturer of test equipment used to maintain and service Land-Mobile Radio technology	XA-3	Astronics Test Systems, Inc			
Activu Software services and integration	WR	Activu Corporation			



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 10.A.

DATE SUBMITTED: December 9, 2024

MEETING DATE: December 16, 2024

FROM: Imelda Perez, City Clerk

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. **(TABLED)** 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:

Imelda Perez	Created/Initiated - 12/9/2024
Maria Rangel	Approved - 12/13/2024
Ricardo Rodriguez	Approved - 12/13/2024
Ruben Rosales	Approved - 12/13/2024
Jamison Merrick	Approved - 12/13/2024
City Management Office	Final Approval - 12/13/2024

**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 #: 10.B.

DATE SUBMITTED: December 10, 2024

MEETING DATE: December 16, 2024

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the City of San Juan Police Department and the City of Pharr Emergency Medical Services Department to provide Tactical Emergency Medical Technicians for the Law Enforcement Emergency Regional Response Team. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The City of Pharr Emergency Medical Services Department provides Tactical Emergency Medical Technicians (Basic / Advanced / Paramedic) in support of the Law Enforcement Emergency Regional Response Team (LEERRT), which is sponsored by the City of San Juan Police Department.

This Memorandum of Understanding between the San Juan Police Department and Pharr Emergency Medical Services Department establishes the purpose, terms and conditions for participation with LEERRT.

Fiscal Consideration: Participation with LEERRT has no fiscal impact.

Staff Recommendation: Based on review by this office, staff recommends approval of the Memorandum of Understanding between the City of San Juan Police Department and the City of Pharr Emergency medical Services Department.

Alternatives: Dis-approve the Memorandum of Understanding.

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 - 12/10/2024

Approved - 12/12/2024

Approved - 12/13/2024

Approved - 12/13/2024

Final Approval - 12/13/2024



MEMORANDUM OF UNDERSTANDING

FOR POLICE SERVICES BY AND BETWEEN

San Juan, Texas Police Department and the City of Pharr, Texas Emergency Medical Services Department

This Memorandum of Understanding is being executed between the City of San Juan, Texas Police Department and the **City of Pharr, Texas Emergency Medical Services Department** to establish operating procedures for the Law Enforcement Emergency Regional Response Team. The agencies jointly and separately agree to abide by the terms and provisions of this Memorandum of Understanding and their respective operation procedures.

WHEREAS, it is in the best interest of the City of San Juan Police Department and City of Pharr, Texas City of **City of Pharr, Texas Emergency Medical Services Department** to provide for certain police services upon request; and

WHEREAS, the Texas Constitution provides authority for intergovernmental cooperation; and

WHEREAS, the two Cities may obtain more effective and efficient emergency services when their EMS and OEM officers cooperate with and assist each other in providing certain specialized emergency services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City of San Juan Police Department (Law Enforcement Emergency Regional Response Team) and **City of Pharr, Texas Emergency Medical Services Department** agrees as follows:

PURPOSE AND MISSION

The primary purpose of the Law Enforcement Emergency Regional Response Team is to provide a systematic approach to saving lives in accordance with the priorities of life and the specific standards set forth herein, in concert with the totality of circumstances presented. While life safety is a priority of the Law Enforcement Emergency Regional Response Team, the specific circumstances will dictate the level of force necessary to adequately protect the public and the officers involved.

Resolution of some incidents may require the specific application of various levels of force, up to and including, deadly force. The purpose of this Memorandum of Understanding is to formally adopt the procedures contained in the Law Enforcement Emergency Regional Response Team Policies and Procedures.

The mission of the LEERRT is to provide a professionally specialized trained team capable of responding to any critical incident and render the location and area safe utilizing special weapons and tactics. The Law Enforcement Emergency Regional Response Team recognizes the vulnerability of the people and communities located within the Region to loss of life and or serious injury due to acts of violence and/or threats of violence. These critical incidents, civil emergencies and disasters may present equipment and manpower requirements beyond the capacity of each individual Agency.

GENERAL AGREEMENTS

A. DEFINITIONS

The following terms are defined for use in this Agreement:

1. "Agency" means the **City of Pharr, Texas Emergency Medical Services Department**.
2. "Requesting Agency" means an Agency requesting specialized emergency police services or assistance pursuant to this Agreement.
3. "Responding Agency" means an Agency providing specialized emergency police services or assistance pursuant to this Agreement, or an Agency that may be called upon to provide emergency services or assistance pursuant to this Agreement.
4. "Emergency police services and assistance" means personnel and equipment necessary for providing specialized emergency police protection and services in police matters involving a life threatening situation, a situation in which there is grave danger of serious bodily harm to civilians and police officers, a situation involving critical incident that will require specialized personnel and equipment, or other similar civil disturbance.
5. "Jurisdiction" of the Agency shall be as follows:
 - a. "**City of San Juan Police Department**" means the corporate limits of said City.
 - b. "**City of Pharr, Texas Emergency Medical Services Department**" means the corporate limits of said City.
6. "Policies and procedures" means the policies and procedures adopted by the Agencies which set forth, among other things:
 - a. The persons in each Agency who are authorized to request specialized emergency police services or emergency service assistance from another Agency and the matter in which such requests are to be processed and approved.
 - b. The persons in each Agency who are authorized to approve requests for their police officers to provide specialized emergency police services or other emergency service assistance in another

Agency, and who are thus responsible for determining whether or not their Agency will respond, and if so, the number of personnel and the amount and type of equipment which will be provided.

B. POLICE SERVICES AND EMERGENCY SERVICE ASSISTANCE

The Chief of EMS Chief and/or City Manager, or designee, shall be responsible for receiving requests for specialized emergency police services and emergency service assistance (Law Enforcement Emergency Regional Response Team) in accordance with the policies and procedures adopted by the Agencies. The manner in which Agencies shall request specialized emergency police services and emergency service assistance from other Agencies, and themselves respond to such requests, shall be as follows:

1. Any Agency, through its authorized personnel, may request specialized police emergency police services or emergency service assistance from other Agencies. (Law Enforcement Emergency Regional Response Team).
2. The requesting Agency shall specify the type of specialized emergency police service or emergency service assistance, (Law Enforcement Emergency Regional Response Team) which is needed, and state the number of personnel and the amount and type of equipment, which are being requested.
3. The responding Agency shall make a reasonable effort to provide the specialized emergency police services or emergency service assistance (Law Enforcement Emergency Regional Response Team) requested pursuant to this Agreement, subject to its workload and availability of emergency service personnel at the time of the request, the nature and urgency of the request, and other such similar limiting factors. If it agrees to provide specialized emergency police services or emergency service assistance, the responding Agency shall, at its sole discretion, determine the number of personnel and the amount and type of equipment that will be provided.
4. The Agency which is requesting specialized emergency police services or emergency service assistance from other Agencies, and the types of specialized emergency police services and emergency service assistance (Law Enforcement Emergency Regional Response Team) which they are requesting are as follows:
 - a. The **City of Pharr, Texas Emergency Medical Services Department** hereby requests that the police department of City of San Juan, Texas (Law Enforcement Emergency Regional Response Team) provide specialized emergency police services and emergency service assistance in situations where they receive calls or other requests for specialized emergency police services and assistance from persons who would ordinarily be within the jurisdiction of the **City of Pharr, Texas Emergency Medical Services Department** or where the EMS officers or other personnel of said Agencies view circumstances indicating probable cause that there has been, is, or other rule or regulation within the jurisdiction of the **City of Pharr, Texas Emergency Medical Services Department**.

C. POLICE AUTHORITY (If Applicable)

Police officers and other personnel who are providing emergency police services and emergency service assistance within the jurisdiction of another Agency shall have the following police authority and power, and be subject to the following working procedures and measures:

1. When acting pursuant to this Agreement within the jurisdiction of the requesting Agency, police officers and other personnel of a responding Agency shall therein have the same police authority and power as police officers or other personnel of the requesting Agency.
2. The heads of the Agencies shall establish working procedures and measures as they deem necessary for the control and direction of police officers, personnel, and equipment that are acting within the jurisdiction of a requesting Agency pursuant to this Agreement; provided, however, that until such working procedures and measures are established, the police officers, personnel, and equipment of a responding Agency shall be subject to the direction and control of the Police Chief of the requesting Agency.

D. COMPOSITION AND COMMAND

The **City of Pharr, Texas Emergency Medical Services Department** agrees to assign (4) personnel to the LEERRT as Swat Operators, Tactical Medics, Crisis Negotiators and/or K9 Handlers. Increases to the LEERRT team by either agency may occur upon agreement by both participating agencies. Selection and dismissal of personnel to/from the LEERRT Team will be in accordance with the provisions outlined in the LEERRT Policies.

Each department reserves the right to make changes in its certified personnel assigned to the LEERRT team by providing a **30 day notice to the team commander in writing**. This will include the number of personnel assigned.

The LEERRT will select all prospective members from a valid selection roster created through applicant testing. Criteria form application will be based on the following; time in service if a certain length, satisfactory job performance in present and previous assignments, review of operator's attendance, performance and conduct, satisfactory physical fitness levels and a LEERRT specific validated task related tests.

The LEERRT team Commander and team leaders will be assigned by the Command and Control Structure of the San Juan Police Department. The team commanders will have the responsibility for overall command and control, supervision, selection, training, assignments, call-outs, and equipment purchases and replacement for the team. Command of the LEERRT Team tactical operations shall rest with the Team Leaders assigned to the team until the critical incident has been resolved and the scene has been rendered safe.

E. POLICY AND DIRECTION

The policy and direction of the Law Enforcement Emergency Regional Response Team will be a joint responsibility of the participating agencies on the team and the San Juan Police Department in accordance with the policies and procedures of the LEERRT team.

F. INVESTIGATIVE GUIDELINES, PROCEDURES AND JURISDICTION

After the **Law Enforcement Emergency Regional Response Team** has responded and secured the critical incident, the agency with jurisdiction will be responsible for processing the crime scene. The LEERRT Team will assist when requested to the extent possible. Asset Forfeiture Sharing will be done in accordance with established MOU's and state & federal forfeiture laws on a case by case basis.

G. COOPERATION BETWEEN AGENCIES

To the extent possible, all Law Enforcement Emergency Regional Response Team operations will be a joint activity, with no agency acting independently of the other agency. Agencies will operate in accordance with established guidelines under the Incident Command System and established protocol through the LEERRT policies.

H. TEAM ACTIVATION AND OPERATIONAL PROBLEMS

Team activations take precedence over all others assignments within the agencies assigned to the LEERRT. Team members from the various agencies assigned to the LEERRT become subordinate to the team Commander and/or team leaders. The Commander or Team Leaders will then take responsibility for the conduct of the activation. ***The personnel costs of training and activations shall be absorbed by each member agency as agreed upon in these MOU.***

The LEERRT team is available, with the approval of the team Commander to any requesting law enforcement agency. When a request for the team is received it shall be immediately forward to the LEERRT Commander who will determine if in fact the situation warrants the activation of the team based on a standard threat matrix.

If the situation warrants the activation of the team, the Commander will request activation of the team. Once permission is granted the activation will follow standard procedures.

If any tactical operational problems are encountered, they will be mutually addressed and resolved by the Law Enforcement Emergency Regional Response Team Command and Control Element. Ideally, it is agreed that resolution of tactical operational problems will be resolved by the LEERRT Team. Any tactical operational problems not resolved at this level will be referred to the heads of the respective agencies on scene.

I. OPERATIONAL PROCEDURES

The Law Enforcement Emergency Regional Response Team in concert with this Memorandum of Understanding will report to the On-Scene Incident Commander and operate under their control in

concert with the National Incident Management System (NIMS) and/or Incident Command System (ICS) protocols. The LEERRT will respond to but not limited to the following types of incidents: Homeland Security related Missions (Border Security), Protection of Critical Infrastructure and Personnel, Terrorists Incidents, Hostage Rescue Operations, Response to Suicide & Homicide Bombers, Civil Disturbances, including Riots, Active Shooter Incidents, Hazardous Warrant Service, Operations in CBRNE environments, Barricaded Persons and in any event in which a member agencies tactical resources have been depleted.

J. EQUIPMENT

Equipment acquisition will occur jointly by the Law Enforcement Emergency Regional Response Team. The Command Staff will meet monthly and answer to and provide regular updates on the following to the LEERRT participating agencies; Operational standards, Equipment acquisitions, personnel acquisitions, training activities, activations, after action summaries and regional grant funding concerns and opportunities. ***Regional Grant monies will be used to assist member agencies in the purchase of specialized equipment.***

In the event the LEERRT team is dissolved, an inventory of all equipment shall be made, and the equipment shall be returned to the purchasing department. Equipment will be stored in accordance with LEERRT Protocols. It is understood that from time to time, some equipment may need to be stored temporarily at other locations until such time that it can be moved to a regularly assigned location.

K. PRESS RELEASES

Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred in accordance with the releasing agencies established media release policy. No unilateral press releases will be made by any participant without the prior approval by the other participants. No information pertaining to the LEERRT team itself will be released to the media without the mutual approval of the team commander.

L. EVALUATION AND REVIEW

The Law Enforcement Emergency Regional Response Team will be evaluated on an annual basis by the police chiefs from each participating department who may make recommendations for improving the performance of the team.

M. LIABILITY

The statutes and case law of the State of Texas shall be used to establish the liability of the parties to this Agreement or for injuries caused to third parties. In the event of any injury to the person(s) or damaged to the property of the police officers or other personnel of a responding Agency, when acting pursuant to this Agreement within the jurisdiction of a requesting Agency, the governmental entity of the responding Agency shall be responsible for any damages from any liabilities arising out of such injury.

All damaged property claims; injury claims and/or use of force claims reported as a result of a tactical operation will be reviewed, investigated and evaluated by the command and control staff of the San Juan Police Department's legal department.

N. SEVERABILITY

If any provision of this Agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this Agreement that can be given effect without the invalid provision.

O. EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the City of San Juan, Police Department (Law Enforcement Emergency Regional Response Team) and the City of Pharr, Texas EMS & OEM Departments.

P. AMENDMENT

This Agreement may be modified or amended by unanimous agreement of the City of San Juan Police Department (Law Enforcement Emergency Regional Response Team) and the **City of Pharr, Texas Emergency Medical Services Department**.

Q. TERMINATION

This Agreement shall terminate, and shall have no force or effect, upon the passage by the City of San Juan Police Department (Law Enforcement Emergency Regional Response Team) and the **City of Pharr, Texas Emergency Medical Services Department** of an ordinance, resolution, or other document indicating withdrawal from this agreement.

R. GOVERNING LAW

This Agreement shall be construed in accordance with the laws and Constitution of the State of Texas.

S. CONFIDENTIALITY

In order to ensure the safety of all operators, all parties to the memorandum of understanding agree to adhere to the confidentiality expectations as outlined in the LEERRT policies and procedures manual.

IN WITNESS WHEREOF, the City Council of City of San Juan, Texas and the City Manager and or EMS Chief of the City of Pharr, Texas have authorized their representatives to execute this Agreement; and said representatives have caused this Agreement to be executed, and have attached herewith a copy of the ordinance, resolution, or other documents adopted by their respective governing body authorizing them to execute this Agreement.

It is agreed that this Memorandum of Understanding will remain in effect until further notice contingent upon agreement of the parties. This agreement may be terminated at any time by any participating agency delivering a written notice of termination to the other participating agency.

AGENCY A

Authorized Official: _____ Leandro Sifuentes Jr. Chief of Police
Signature Printed Name and Title

Agency: City of San Juan Texas Police Department

Address: 301 East Ridge San Juan Texas 78589 Telephone(s): 956 223-2400

AGENCY B

Authorized Official: _____ Dr. Jonathan Flores, City Manager
Signature Printed Name and Title

Agency: City of Pharr, Texas Emergency Medical Services Department

Address: 118 S. Cage, Pharr Texas, 78577 Contact : 956-249-7183



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 10.C.

DATE SUBMITTED: December 11, 2024

MEETING DATE: December 16, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Amendment Number 8 in the amount of \$52,145 and 489 calendar days to the Professional Engineering Services Agreement with Structural Engineering Associates, Incorporated (SEA), from San Antonio, TX, for the Pharr-Reynosa International Bridge Expansion Project. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Amendment #8 to the Professional Engineering Services Agreement with SEA for the Pharr-Reynosa International Bridge Expansion Project, more commonly known as the Twin Span Bridge, is for additional environmental services for a qualified biologist to perform nesting surveys.

The project began at the very end of the 2024 bird nesting season, and no nests were observed on the site, but the 2025 migratory nesting season is observed between February 1, 2025, and October 1, 2025. Thus, in order to remain in compliance with the agreements included within the Finding of No Significant Impact (FONSI) for this project, we are requesting this amendment to have the services of a qualified biologist under contract prior to February 2025.

The additional 489 calendar days is to account for the additional months it will take to complete the project close-out documentation by the design engineer. There is no cost associated with the additional days, and it is a separate item from the nesting surveys.

Project No. 1920-01-528-S012-001 Professional Engineering Services for the Pharr-Reynosa Presidential Permit Application

Fiscal Consideration:

Original Agreement: \$1,656,735.44 (Presidential permit)

Amend. No. 1: \$3,988,334.00 (design and construction phase services)

Amend. No. 2: \$50,001.00 (archeological investigation + air quality and noise evaluation)

Amend. No. 3: \$88,243.73 (Public Meeting material translation and publicization + VE study)

Amend. No. 4: \$168,881.50 (geo-archaeological services + underwater archaeological survey)

Amend. No. 5: \$0.00 (additional 866 calendar days for previous amendments)
Amend. No. 6: \$39,124.25 (additional geotechnical boring + incorporation of additional ROW to environmental)
Amend. No. 7: \$12,000 (additional design services for permit from USIBWC)
Amend. No. 8: \$52,145 (nesting surveys by a qualified biologist)
Revised Agreement: \$6,055,464.92

Staff Recommendation: Staff recommends approval of Amendment #8 in the amount of \$52,145 and the additional 489 calendar days to the agreement with SEA for the Pharr-Reynosa International Bridge Expansion Project.

Alternatives: The nesting surveys must be completed in order to remain in compliance with the agreements included in the Finding of No Significant Impact (FONSI) for this project.

The additional days do not extend the length of construction. This time will cover the project's close-out phase.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel	Created/Initiated - 12/11/2024
Maria Rangel	Approved - 12/11/2024
Luis Bazan	Approved - 12/13/2024
Ricardo Rodriguez	Approved - 12/13/2024
Mayra Gomez	Approved - 12/13/2024
Jamison Merrick	Approved - 12/13/2024
City Management Office	Final Approval - 12/13/2024

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 8

The Contract between **Structural Engineering Associates, Inc.** and the **City of Pharr** which was executed by the parties on **October 24, 2018** for the **Pharr-Reynosa Bridge Expansion Presidential Permit Application**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work as stated on Exhibit A.
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee as stated in Exhibit A.
- C. Modification to Section 4—Termination---Increase to Work Schedule as stated in Exhibit B.

This amendment adds **\$52,145.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 6,003,319.62 to **\$ 6,055,464.62.**

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. 8

**Structural Engineering Associates, Inc.
3838 N.W. Loop 410
San Antonio, TX 78229**

David T. Covarrubias, PE
ENGINEER

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



Excellence in Structural Design Since 1976
TEXAS REGISTERED ENGINEERING FIRM F-199

December 10, 2024

Ms. Maria Rangel, P.E.
City Engineer
The City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Ref: Pharr International Bridge Expansion Project
Additional Professional Services Amendment No. 9

Dear Ms. Rangel,

As you are aware the construction for this project will span over two migratory bird nesting seasons. The first was at the beginning of construction and covered from the Notice to Proceed date through October 1, 2024. This time period being short, and being at the very end of the nesting season, no nesting activities were observed on the project site.

The second season will be from February 1, 2025 through October 1, 2025, and being the beginning of the migration period the possibility for nesting activities is much greater. Therefore, as requested, we have obtained a scope and fee proposal from our subconsultant Raba Kistner to provide a qualified biologist to perform periodic nesting surveys of the project site, as is required by the conditions established in the environmental clearance (FONSI) for this project. In addition, Raba Kistner is proposing to provide select on-site construction management personnel with proactive consultation, coordination and training, such that these personnel can monitor the project construction site almost daily, and minimize scheduled or requested visits by the qualified biologist and other environmental staff members.

A complete scope of services including the proposed "Time and Materials" fee from Raba Kistner are attached to this request for amendment. Under Task 1 of the Scope of Services, Raba Kistner is indicating the proposed Consulting Services to train and coordinate regular nesting surveys with construction management personnel already on-site. Task 2 of the Scope of Services describes in detail the proposed services to be provided on a weekly, or "as needed" basis for the determination if any bird nesting activities are ongoing on or near the construction site. It is in this area where the training and coordination with existing on-site construction management personnel will come into play so that the the qualified biologist is kept informed of any potential nesting, but only requesting their presence on an "as needed" basis.

The time period for performance of this scope of services is between the end of January 2025 through October 1, 2025, which is the generally accepted migratory bird nesting season.

Maria Rangel, P.E.
December 10, 2024
Page 2 of 2

The fee for this additional scope of services is as follows:

Raba Kistner – Task 1 Project Management and Coordination	\$ 12,250.00
Raba Kistner – Task 2 Nesting Bird Survey & Monitoring	\$ 30,440.00
Raba Kistner – Expenses	\$ 4,715.00
<u>SEA/JMT – Overall Project Management</u>	<u>\$ 4,740.00</u>
Total for Amendment No. 9 Request	\$ 52,145.00

As noted in Raba Kistner’s Item IV Cost and Duration, this fee is being proposed on a **“Time and Materials”** basis with the total noted above as a not to exceed without further approval amount. The same payment method is applicable to the SEA/JMT Overall Project Management fee.

We appreciate your prompt review and processing of this request for approval. Since the next bird nesting season begins on February 1, 2025, we are hoping that this scope and fee proposal can be approved prior to that date. And as always please do not hesitate to contact us should you have any further questions and/or comments regarding this proposal.

Sincerely,



Sidney A. Mielke, P.E.
Senior Project Manager

Cc: David T. Covarrubias, P.E., SEA/JMT
Adrian Romero, P.E., SEA/JMT
Brady O’Neal, Raba Kistner, Inc.

Proposal No. PSF24-432-00
November 26, 2024



Mr. Sidney "Sid" A. Mielke, P.E.
Structural Engineering Associates, Inc.
3838 NW Loop 410
San Antonio, Texas 78229

12821 W. Golden Lane
San Antonio, TX 78249

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Migratory Bird Treaty Act Nesting Study
Pharr-Reynosa International Bridge Expansion Project
Pharr, Hidalgo County, Texas
26.078519°, -98.2031793°**

Dear Mr. Mielke:

Pursuant to your request, **Raba Kistner, Inc. (RKI)** is pleased to submit this proposal to Structural Engineering Associates, Inc. (CLIENT), for avian surveys to document active nest locations within areas subject to forthcoming impacts associated with the Pharr-Reynosa International Bridge Expansion Project (Project). The Project area considered for this proposal is located immediately west of the existing Pharr International Bridge along an approximately 1.38-mile ROW (Survey Area) within the larger Project footprint. These areas are anticipated to incur potential construction impacts during the generally recognized bird nesting season documented within the TxDOT EPIC associated with this Project. To support Project and regulatory compliance, the following scope of work has been developed to implement prescribed Best Management Practices (BMPs) and to ensure that unintentional take is avoided and/or minimized.

It is understood that the Survey Area is under current construction, but still supports varied habitats including riparian areas near the Rio Grande River, however most of the area is considered active agriculture and therefore generally supports herbaceous upland systems. It is also understood that the current Pharr-Reynosa International Bridge infrastructure provides potential habitat for some species.

I. SCOPE OF WORK

Task 1 – Project Management and Consulting Services

RKI will provide the CLIENT and other any other CLIENT approved project team personnel with consultation services in support of the strategic planning, execution and fulfillment of the Project needs associated with the effective and efficient implementation of avian monitoring and BMPs. It is anticipated that coordination and consultation will be required and actively implemented throughout the coming 2025 bird nesting season. To prepare for these restrictions to construction activities, **RKI** proposes that proactive consultation, planning, and coordination begin prior to the generally recognized breeding season for state and federally protected birds. These may include conducting coordination or communications with regulatory agencies as appropriate.

Task 2 – Nesting Bird Surveys and Monitoring

RKI will conduct pedestrian surveys at the request of the CLIENT throughout the Project area to identify active bird nests that are subject to protections under the Bald and Golden Eagle Protection Act (BGEPA), Migratory Bird Treaty Act (MBTA) and Chapter 64 of the Texas Parks and Wildlife Code (PWC). Protected avian species and their active nests should be left undisturbed to ensure there is no incidental take associated with the Project

impacts. The nesting season for most migratory bird species is generally accepted as February through October (however, it should be understood that MBTA and state listed species, as well as active nests and eggs, are protected from take year-round). The following provide basic bird BMP measures to ensure Project compliance (generally incorporated from the Texas Parks and Wildlife Departments: *Beneficial Management Practices* document from September 2021).

- Avoid vegetation clearing activities during the general bird nesting season.
- Prior to construction, perform daytime surveys for nests (including under bridges and in culverts) to determine if they are active before removal.
 - Nests that are active should not be disturbed.
 - If active nests are observed during surveys, TPWD recommends a 150-foot buffer of vegetation remain around the nests until the young have fledged (or determined to be inactive).
 - If unoccupied, inactive nests will be removed, ensure that nests are not protected under the Endangered Species Act (ESA), MBTA, or BGEPA.
- Prevent the establishment of active nests during the nesting season on TxDOT owned and operated facilities and structures proposed for replacement or repair.
- Do not collect, capture, relocate, or transport birds, eggs, young, or active nests without a permit.
- Minimize extended human presence near nesting birds during construction and maintenance activities. Protect sensitive habitat areas with temporary barriers or fencing to limit human foot-traffic and off-road vehicle use to alert and discourage contractors from causing any unintentional impacts.
- Minimize construction noise above ambient levels during general bird nesting season to minimize adverse impacts on birds.
- Minimize construction lighting during the general bird nesting season by scheduling work activities between dawn and dusk.

To facilitate the above TPWD/TxDOT recommendations and other accepted U.S. Fish and Wildlife Service (USFWS) guidance documents, **RKI** proposes that avian nest surveys be conducted within one week (seven days) prior to any construction activities that intend to clear vegetated habitats (to include grading). **RKI** will provide qualified biologist(s) to conduct surveys to locate and document active avian nests with the Survey Area. Any active nest identified will be documented in GIS and marked appropriately in the field with hi-vis flagging. If buffering is deemed necessary to ensure protections to the specific active nest site, those can be decided on a case-by-case basis and as appropriate for Project activities. Some species may require a larger buffer to ensure disturbance does not lead to unintentional take. Conversely, some species or nest locations may be suitable for smaller buffered areas, as long as Project activities do not lead to disruptions that could lead to nest failure. For instance, certain raptors may require up to 0.5-mile to ensure that nesting is not disturbed; whereas certain songbirds may be sufficient with buffers of 25-foot or less.

It is anticipated that ongoing monitoring and surveys will be required throughout the prescribed nesting season. In light of this, **RKI** suggests that weekly, or as needed, surveys are established to provide contemporary data that can be utilized to facilitate construction timing activities. **RKI** staff will coordinate with project management/construction staff to ensure appropriate areas (those that are being prepared for clearing/construction activities) are surveyed and that any identified nests are buffered and monitored as appropriate.

RKI will prepare weekly (or as needed - survey date specific) memos to report findings (or lack thereof) during field survey efforts and provide updates on any monitored nests. The client can then utilize these memo

updates and location data to ensure construction compliance is coordinated with impacts taking place in areas that have been “cleared” by **RKI** bird biologist. At the close of construction activities, or the transition out of nesting season, **RKI** will provide a final report to summarize the avian nesting survey effort and present the overall findings.

II. ITEMS TO BE PROVIDED BY CLIENT

- Property Access (i.e. right-of-entry)
- Updated/Site Specific Project footprint file (CAD, kml, shapefile, or .pdf)
- Updated and approved areas for proposed for vegetation clearing and grading.

III. LIMITATIONS AND ASSUMPTIONS

- Any studies, field visits, or other activities that may be requested by CLIENT or other parties and are not specifically referenced in this proposal are excluded from this scope of work. These may include, but are not limited to, USFWS species-specific protocol-based surveys, WOTUS/Habitat delineations, permitting efforts, or others.
- Task 1 – Project Management and Consulting Services: These costs provide for up to 80 hours of Project billed time by an **RKI** Senior Ecologist and/or Project Manager. These account for basic ongoing project management maintenance, billing activities and communications; including Project related consultations concerning strategic project construction scheduling/logistics and any potential avian/natural resource regulatory concerns (MBTA, BGEPA, ESA, Texas PWC). These services may also include CLIENT approved or requested communications with state or federal natural resource regulatory agencies as appropriate.
- Task 2 - Bird Surveys:
 - These surveys will be conducted/managed by a qualified avian biologist.
 - Active nest locations identified during surveys will be marked in the field with flagging, documented in GIS, and provided to the to the client weekly (KMZ/SHP) or as appropriately requested.
 - **RKI** will not handle, remove, relocate, or otherwise disturb any nests (active or inactive) that are identified (as per TxDOT protocols).
 - Active nest buffers are assumed to be 150-foot unless otherwise discussed and specified through coordination with **RKI** and the CLIENT.
 - Nest site buffers will not be physically marked out on the ground until after coordination with the CLIENT and/or construction personnel have been consulted.
 - Buffers will generally be field marked with surveyor lathes and hi-vis flagging as well as documented in GIS.
 - If any USFWS ESA listed species/nest or BGEPA protected nest is identified, **RKI** will immediately notify the CLIENT. The USFWS and TPWD will then be notified within 24 hours pending CLIENT authorization.
 - Each weekly (on-call) survey effort is budgeted for an **RKI** biologist on site for an 8-hour workday (including travel, field survey, GIS and basic CLIENT memo updates).
 - Field collected location data of active nest sites and appropriate buffers will be provided to the CLIENT after each survey (efforts will be made to KMZ/SHP files the same day before the close of business; otherwise within 24-hours).

- No overnight lodging or extended surveys are required.
- **RKI** has not provided a proposal of services for installment or recommendations for any exclusionary devices used to deter avian nesting. (those consultations can occur under Task 1; if installment of hazing or other deterrent devices are deemed appropriate by the CLIENT at that time, a separate proposal of services may be warranted).
- **RKI** staff will visually inspect locations within the Project Area where bird nesting deterrents/exclusion devices have been installed (under bridges/eaves for example) to ensure that they are functioning and are being maintained by construction/project staff.
- This proposal presents costs associated for weekly field surveys from February 1, 2025, through October 1, 2025 (based on TxDOT recommended bird nesting season timeframe); 35 weeks of field surveys.
- Surveys will be conducted weekly on a preferred day of the week coordinated with the CLIENT, **or** on an as needed basis to facilitate construction activities so that they are compliant with BMP presented recommendations of nest surveys to be conducted within 1 week of impacts.
- Border Patrol Agent to be provided by the City, if necessary.

IV. COST AND DURATION

We will provide the above scope of services on a **Time and Materials** basis according to the table below.

Proposed Services	
Task 1 – Project Management and Consulting Services	\$12,250.00
Task 2 – Nesting Bird Survey and Monitoring	\$30,440.00
Expenses	\$4,715.00
Total Proposed Services	\$47,405.00

We are prepared to initiate this project immediately upon authorization to proceed. Task 1 initiation will begin by coordinating appropriate efforts with the CLIENT and project team for efforts associated with Task 2. Task 1 and Task 2 are anticipated to be concluded at the close of construction activities and/or the transition out of the generally accepted nesting bird season of February through October 2025.

V. ACCEPTANCE

This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKI** to proceed with this project.

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Proposal No. PSF24-432-00
November 26, 2024

5

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project.

Very truly yours,

RABA KISTNER, INC.



Kevin Cutrera, PWS®

Project Manager, NEPA/Natural Resources



Brady O'Neal

Director, Environmental Planning and Permitting

KTC/BON/srw

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date _____

Attachments:

- I – Standard Terms and Conditions
- II – Schedule of Fees for Professional Services

Copies Submitted: Above (1 Electronic PDF Copy)



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

EXHIBIT B



Excellence in Structural Design Since 1976
TEXAS REGISTERED ENGINEERING FIRM F-199

December 1, 2024

Ms. Maria Rangel, P.E., City Engineer
The City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Ref: Pharr International Bridge Expansion Project
Additional Professional Services – Request for Additional Contract Time

Dear Ms. Rangel,

As you are aware the project is now under construction, with a targeted completion date near the end of December 2025. This completion date will potentially be extended thirty (30) calendar days since the international span was awarded as well.

The amended contract end date for the SEA professional services contract is currently December 27, 2024, as per Amendment No. 5 approved on August 4, 2022. We anticipate that it may require a few additional months to complete the project close-out documentation. Therefore, we respectfully request that an additional 489 calendar days be added to our professional services contract. This request will result in a total contract time of 2249 calendar days.

This calculation is based upon the following documents:

Original Contract NTP 03-02-2020 & Amendment No. 1	= 894 calendar days
Amendment No. 5 Approved August 2, 2022	= 866 calendar days/end 12-27-2024
Current Amendment No. 8 Request	= 489 calendar days/end 04-30-2026
<u>Total Contract Time from NTP</u>	<u>= 2249 calendar days</u>

We appreciate your prompt attention to this matter, and as always please do not hesitate to contact us should you have any further questions and/or comments regarding this proposal.

Sincerely,

A handwritten signature in blue ink that reads 'Sidney A. Mielke'.

Sidney A. Mielke, P.E.
Senior Project Manager

Cc: David T. Covarrubias, P.E.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 10.D.

DATE SUBMITTED: December 12, 2024

MEETING DATE: December 16, 2024

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Amendment No. 3 in the amount of \$68,000.00 to the Professional Engineering Services Agreement with Garcia Infrastructure Consultants, LLC, for the Sanitary Sewer Collection Improvements and Lift Station 1, 29, 33 Elimination Project. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Under the professional engineering services agreement with Garcia Infrastructure Consultants, LLC, for the Sanitary Sewer Collection Improvements and Lift Station 1, 29, and 33 Elimination Project, there is a separate project called Lift Station #31 and Replacement Force Main (the "Project"). In 2022, the Project was separated out in order to accelerate design and construction. Acceleration was deemed necessary in order to beat construction of Starbucks. Needless to say, Starbucks was constructed and is fully operational. Now, revisions are needed to the 90% plans to account for newer developments as well as changing the construction method from open cut to trenchless for the purpose of avoiding disturbing existing developments.

Amendment No. 3 is to make the following modifications to the 90% Design Documents:

1. Reconfigure Lift Station Site Plan to adjust access from the Holiday Inn Express Drive (east direction) to W. Nolana Loop (north direction). These modifications impact civil, mechanical, and structural sheets.
2. Design a new 12-ft wide Lift Station Access Road. The new road will be extended from the existing driveway at the southeast corner of Starbucks Cafe to the new Lift Station.
3. Redesign 10-inch force main and 12-inch influent sewer main within the 25-ft Easement Access and Utility Easement within Lot 108 of the Kelly Pharr Subdivision Property due to the construction of the new Starbucks Cafe. Trenchless technology is required to minimize the impact on the existing Starbucks Cafe parking lot.
4. Adjust the alignment of the 10-inch force main and 12-inch along Pharr Drainage Easement due to the installation of water main. The new water main is in conflict with the proposed force main line.
5. Adjust the alignment of the 10-inch force main due to construction of a new food truck park and apartment along W. Nolana Loop. (west direction).

Amendment No. 3 includes reallocation of unused funds for a total of \$36,400.00 from previously approved Amendment No. 2:

Amendment No. 2 Task A - Lift Station and Force Main Replacement Plans

Modifications

Modification of the alignment of the proposed force main from Station 13+36 to STA 30+14. The modification is required to eliminate the conflicts between the proposed force main and McColl Apartments. The total unused fee for this work was \$22,500.00.

Amendment No. 2 Task B - Lift Station Force Main and Sewer Main

Improvements - Starbucks Cafe

Work associated with the 100% Design Phase was partially completed and Bid Phase Services and Construction Phase Services were not provided. The total unused fees for this work was \$13,900.00.

Fiscal Consideration:

Original Contract: \$729,500.00

Amendment No. 1: \$19,675.00 (additional work to include DWSRF projects in the EID for CWSRF)

Amendment No. 2: \$60,500.00 (accelerate Lift Station #31)

Amendment No. 3: \$68,000.00 (update plans for Lift Station #31)

Revised Contract Amount: \$877,675.00

Staff Recommendation: Staff recommends approval of Amendment Number 3 in the amount of \$68,000.00 to the Professional Engineering Services Agreement with Garcia Infrastructure Consultants, LLC, for the Sanitary Sewer Collection Improvements and Lift Station 1, 29, and 33 Elimination Project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas	Created/Initiated - 12/12/2024
Maria Rangel	Approved - 12/12/2024
Ruben Rosales	Approved - 12/13/2024
Mayra Gomez	Approved - 12/13/2024
Jamison Merrick	Approved - 12/13/2024
Ricardo Rodriguez	Approved - 12/13/2024
City Management Office	New -

SCOPE OF SERVICES
Amendment No. 3 (Task C)
Lift Station 31 and Replacement Force Main Modifications
December 12, 2024

This document defines Garcia Infrastructure Consultant's (GIC) professional engineering services related to the subject project.

1.0 PROJECT SUMMARY

GIC will revise the 90% Design Documents for the referenced project. Modifications to the contract documents are summarized below:

1. Reconfigure Lift Station Site Plan to adjust access from the Holiday Inn Express Drive (east direction) to W. Nolana Loop (north direction). This modification impacts civil, mechanical, and structural sheets.
2. Design new 12-ft wide Lift Station Access Road. New road will be extended from the existing driveway that terminates at the southeast corner of Starbucks Café to the new Lift Station. The new lift Station will be located at the far southeast corner of the subject lot (Lot 108 of the Kelly Pharr Subdivision Property).
3. Redesign 10-inch force main and 12-inch influent sewer main within the 25-ft Easement Access and Utility Easement within Lot 108 of the Kelly Pharr Subdivision Property due to the construction of the new Starbucks Café. Trenchless technology is required to minimize impact to the existing Starbucks Café Parking.
4. Adjust alignment of the 10-inch Force Main 12-inch along Pharr Drainage Easement due to the installation of water main. The new water main is in conflict with the proposed force main.
5. Adjust alignment of the 10-inch Force Main due to construction of a new food truck park and apartments.

In addition, a field survey is required to support redesign efforts. GIC will also update the construction cost estimate. These changes will also impact GIC's Construction Phase Services.

Due to these changes, GIC will revise construction documents and re-submit 90% Design Documents.

Amendment No. 2

GIC was previously authorized to assist with the following services under Amendment No. 2:

- Task A- Lift Station and Force Main Replacement Plans Modifications
- Task B- Lift Station Force Main and Sewer Main Improvements- Starbucks Café.

These services and corresponding fees are summarized below:

Task A- Lift Station and Force Main Replacement Plans Modifications

Modify the alignment of the proposed force main from Station 13+36 to 30+14. This modification was required to eliminate the conflicts between the proposed force main and McColl Apartments. The total fee for this work was \$22,500.00.

These services were not provided, and fees unused. GIC proposes reallocating these funds (\$22,500) to cover the revisions required to the construction documents previously outlined.

Task B- Lift Station Force Main and Sewer Main Improvements- Starbucks Café.

Develop a separate procurement package to install the influent sewer main and force main via open cut method ahead of the construction of Starbucks Café. The total fee for this work was \$38,000.00.

These services were partially provided but not relevant to the current amendment. Our team was requested to stop work at approximately the 90% Design Phase. All work completed was based on open-cut construction which is no longer relevant. Proposed influent sewer main and force main will need to be installed using trenchless technologies to avoid impact to the existing Starbucks Café Drive-thru and Parking Lot.

Work associated with the 100% Design Phase was partially completed and Bid Phase Services and Construction Phase Services were not provided. A total of \$13,900 remains unused. GIC proposes reallocating these funds (\$13,900) to cover the revisions required to the construction documents previously outlined.

Unused funds associated with Task A (\$22,500) and B (\$13,900) results in a total of **\$36,400**.

2.0 SCOPE OF SERVICES

Scope of services consists of modifying the construction plans as previously defined. These services will be delivered as follows:

Task C1 - Project Management

Task C2 - 90% Design Phase-

- Submit 90% Design Documents
- Respond to City's 90% Design Documents Comments
- Update Construction Cost Estimate
- Conduct Internal QA/QC

Task C3 - 100% Design Phase

- Submit 100% Unsigned Design Documents
- Respond to City's 100% Unsigned Comments
- Update Construction Cost Estimate
- Conduct Internal QA/QC

Additional survey to support redesign efforts

Task C4 - Construction Phase Services

Task C5 - Field Survey Services

- Conduct field survey

Redesign elements will impact construction phase services. New elements include tunnel crossing and new access road.

DRAWING LIST

Provided below is a list of impacted sheets and new sheets:

Sheet No.	Description	# Of Sheets
G2-G3	General Notes (Revise)	1
G3	Summary of Quantities (Revise)	1
G4	Overall Site Plan (New Sheet)	1
C1 to C3	Project Layout and Control sheets (Revise)	3
C4 to C6	Horizontal Survey Control Plan Sheets (Revise)	3
C7	Benchmark Location Sheets (Revise)	1
C8-C14	Stormwater Pollution Prevention Plan & Details (Revise)	7
C19-C30	Plan and Profile (Force Main and Sewer Main) (Revise)	12
C31 – C34	Road Plan and Profile (New Sheets)	4
S1-S2	Lift Station Structural Sheets (Revise)	2
M1 – M2	Lift Station Mechanical Sheets (Revise)	2
TOTAL		37

BASIS OF COMPENSATION

Refer to **Table 1** for a summary fee breakdown by task.

Table 1

**Lift Station 31 and Force Main Replacement Plan
Amendment No. 3 - Construction Plans Modifications**

Task Number	Description	Fee
C1	Project Management	\$ 5,500.00
C2	90% Design Phase	\$ 30,000.00
C3	100% Design Phase	\$ 22,000.00
C4	Construction Phase Services	\$ 4,000.00
C5	Field Survey	\$ 6,500.00
Fee		\$ 68,000.00

GIC is requesting reallocation of funds equal to **\$36,400** from Amendment No. 2, Task A and B. Therefore, a total of **\$31,600** is required to cover the services outlined in this proposal.

Reallocation of Funds =	\$36,400
Services Request=	\$31,600
Total Fee=	\$68,000

3.0 SCHEDULE

Refer to **Attachment A** for our project schedule.

ATTACHMENT A

Project Schedule



Phase	Activity Description	Calendar Days	Start Date	End Date
Redesign	Submit Fee Proposal	17	10/29/2024	11/15/2024
	City of Pharr Approval	35	11/15/2024	12/20/2024
	City of Pharr NTP	8	12/20/2024	12/28/2024
90% Design Phase	NTP to 90%	0	12/28/2024	12/28/2024
	Field Survey	14	12/28/2024	1/11/2025
	Prepare 90% Plans and Specifications Unsigned Design Documents	45	1/11/2025	2/25/2025
	Consultant's QA/QC Review 90% Unsigned Design	7	2/25/2025	3/4/2025
	Address 90% Unsigned Design QA/QC Comments	5	3/4/2025	3/9/2025
	Submit 90% Unsigned Design Documents to City of Pharr	1	3/9/2025	3/10/2025
	City of Pharr 90% Design Documents Review (Engineering's Set)	10	3/10/2025	3/20/2025
	City of Pharr 90% Design Documents to Consultant	0	3/20/2025	3/20/2025
	Respond to City of Pharr 90% Design Docs Comments	7	3/20/2025	3/27/2025
100% Design Phase	Prepare 100% Plans and Specifications Unsigned Design Documents	14	3/27/2025	4/10/2025
	Consultant's QA/QC Review 100% Unsigned Design Documents	5	3/27/2025	4/1/2025
	Address 100% Unsigned Design Docs QA/QC Comments	5	4/1/2025	4/6/2025
	Submit 100% Unsigned Design Documents to City of Pharr (Contracting's Set)	1	4/6/2025	4/7/2025
	City of Pharr 100% Unsigned Design Docs Review	8	4/7/2025	4/15/2025
	Address City of Pharr 100% Unsigned Design Docs Comments	4	4/15/2025	4/19/2025
	Submit 100% Signed and Sealed to City of Pharr	1	4/19/2025	4/20/2025
	Bid Phase (Advertise)	31	4/20/2025	5/21/2025
	Evaluate Bid, Bid Tabulation, and Recommend Award	7	5/21/2025	5/28/2025
	City Council Selection Approval/TWDB Approval	30	5/28/2025	6/27/2025
	Execute Contract/NTP	7	6/27/2025	7/4/2025
Construction Phase	Substantial Completion (8 Months)	240	7/4/2025	3/1/2026
	Draft Record Drawings	7	3/1/2026	3/8/2026
	Final Record Drawings	5	3/15/2026	3/20/2026

Collection System Project is scheduled to be Completed in early 2026. LS 31 should be completed a few months after the collection system project is on-line

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 3

The Contract between **Garcia Infrastructure Consultants, LLC** and the **City of Pharr** which was executed by the parties on **May 13, 2019** for the **Sanitary Sewer Collection Improvements and Lift Stations No. 1, 29 & 33 Elimination Project**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work (See Drawing List)
- B. Modification to Section 4—Termination—Project Schedule (See Exhibit A)
- C. Modification to Section 5 – Professional Service Fee – Reallocation of funds from Amendment No. 2 (See Table No. 1)

This amendment adds **\$68,000.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 809,675.00 to **\$ 877,675.00.**

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. 3

**Garcia Infrastructure Consultants, LLC
12042 Blanco Rd., Suite 203
San Antonio, Texas 78216**

**Javier Garcia, PE
ENGINEER**

By: _____
Signature

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

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

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

SCOPE OF SERVICES
Amendment No. 3 (Task C)
Lift Station 31 and Replacement Force Main Modifications
December 12, 2024

This document defines Garcia Infrastructure Consultant's (GIC) professional engineering services related to the subject project.

1.0 PROJECT SUMMARY

GIC will revise the 90% Design Documents for the referenced project. Modifications to the contract documents are summarized below:

1. Reconfigure Lift Station Site Plan to adjust access from the Holiday Inn Express Drive (east direction) to W. Nolana Loop (north direction). This modification impacts civil, mechanical, and structural sheets.
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In addition, a field survey is required to support redesign efforts. GIC will also update the construction cost estimate. These changes will also impact GIC's Construction Phase Services.

Due to these changes, GIC will revise construction documents and re-submit 90% Design Documents.

Amendment No. 2

GIC was previously authorized to assist with the following services under Amendment No. 2:

- Task A- Lift Station and Force Main Replacement Plans Modifications
- Task B- Lift Station Force Main and Sewer Main Improvements- Starbucks Café.

These services and corresponding fees are summarized below:

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Modify the alignment of the proposed force main from Station 13+36 to 30+14. This modification was required to eliminate the conflicts between the proposed force main and McColl Apartments. The total fee for this work was \$22,500.00.

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Work associated with the 100% Design Phase was partially completed and Bid Phase Services and Construction Phase Services were not provided. A total of \$13,900 remains unused. GIC proposes reallocating these funds (\$13,900) to cover the revisions required to the construction documents previously outlined.

Unused funds associated with Task A (\$22,500) and B (\$13,900) results in a total of **\$36,400**.

2.0 SCOPE OF SERVICES

Scope of services consists of modifying the construction plans as previously defined. These services will be delivered as follows:

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Amendment No. 3 - Construction Plans Modifications**

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Fee		\$ 68,000.00

GIC is requesting reallocation of funds equal to **\$36,400** from Amendment No. 2, Task A and B. Therefore, a total of **\$31,600** is required to cover the services outlined in this proposal.

Reallocation of Funds =	\$36,400
Services Request=	\$31,600
Total Fee=	\$68,000

3.0 SCHEDULE

Refer to **Attachment A** for our project schedule.

ATTACHMENT A

Project Schedule



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	Consultant's QA/QC Review 90% Unsigned Design	7	2/25/2025	3/4/2025
	Address 90% Unsigned Design QA/QC Comments	5	3/4/2025	3/9/2025
	Submit 90% Unsigned Design Documents to City of Pharr	1	3/9/2025	3/10/2025
	City of Pharr 90% Design Documents Review (Engineering's Set)	10	3/10/2025	3/20/2025
	City of Pharr 90% Design Documents to Consultant	0	3/20/2025	3/20/2025
	Respond to City of Pharr 90% Design Docs Comments	7	3/20/2025	3/27/2025
100% Design Phase	Prepare 100% Plans and Specifications Unsigned Design Documents	14	3/27/2025	4/10/2025
	Consultant's QA/QC Review 100% Unsigned Design Documents	5	3/27/2025	4/1/2025
	Address 100% Unsigned Design Docs QA/QC Comments	5	4/1/2025	4/6/2025
	Submit 100% Unsigned Design Documents to City of Pharr (Contracting's Set)	1	4/6/2025	4/7/2025
	City of Pharr 100% Unsigned Design Docs Review	8	4/7/2025	4/15/2025
	Address City of Pharr 100% Unsigned Design Docs Comments	4	4/15/2025	4/19/2025
	Submit 100% Signed and Sealed to City of Pharr	1	4/19/2025	4/20/2025
	Bid Phase (Advertise)	31	4/20/2025	5/21/2025
	Evaluate Bid, Bid Tabulation, and Recommend Award	7	5/21/2025	5/28/2025
	City Council Selection Approval/TWDB Approval	30	5/28/2025	6/27/2025
	Execute Contract/NTP	7	6/27/2025	7/4/2025
Construction Phase	Substantial Completion (8 Months)	240	7/4/2025	3/1/2026
	Draft Record Drawings	7	3/1/2026	3/8/2026
	Final Record Drawings	5	3/15/2026	3/20/2026

Collection System Project is scheduled to be Completed in early 2026. LS 31 should be completed a few months after the collection system project is on-line