

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, JANUARY 6, 2025**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

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

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

A) Public hearing on development services cases

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

A) City Engineer's Report

B) It's Time Texas Community Challenge Pledge

- C) Recognition of graduates from the Certified Public Manager Program
- D) Recognition of Pharr EMS first on-scene blood transfusion
- E) City Events of Interest

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

A) Approval of Minutes for December 16, 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) (TABLED) This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Interlocal Agreement between Pharr Police Department and South Texas Auto Theft Task Force. **This item supports SSC - Safe and Secure Community.** (POLICE)

D) Consideration and action, if any, on Service Agreement with the Deaf and Hard of Hearing Center for Sign Language interpreting services. **This item supports QL - Quality of Life.** (ADMINISTRATION)

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

1. Mario Guerra, representing Zona MRRP LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as Lot 65, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1215 West Truman Street. COZ#241131 **This item supports EV - Economic Vitality.**

2. Red Robin Restaurant 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 Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 409 South Jackson Road. CUP#030747 **This item supports EV - Economic Vitality.**

3. 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, 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 Lot 1, P&T Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2710 North Cage Boulevard. CUP#231031 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Golf Course Advisory Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PARKS)

B) Consideration and action, if any, on Resolution appointing/reappointing two (2) members to the Keep Pharr Beautiful Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PARKS)

C) Consideration and action, if any, on Resolution appointing/reappointing four (4) members to the Pharr Economic Development Corporation II Board of Directors. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

7. PURCHASING:

A) Consideration and action, if any, on the purchase of hydraulic rescue tools from Siddons-Martin Emergency Group utilizing BuyBoard Cooperative Purchasing Contract Number 698-23 in the amount of \$172,748.40. **This item supports SSC - Safe and Secure Community.** (FIRE)

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

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

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

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

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

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

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

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

10. ADJOURNMENT:

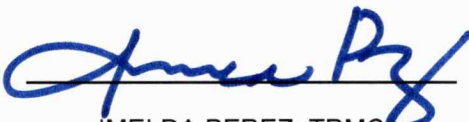
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext 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 3rd day of January 2025 at 3:00 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 3rd day of January 2025




IMELDA PEREZ, TRMC
CITY CLERK

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

Name: _____

Title: _____



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 3.A.

DATE SUBMITTED: January 2, 2025

MEETING DATE: January 6, 2025

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 - 1/2/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: January 3, 2025

MEETING DATE: January 6, 2025

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: City Engineer's Report

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel
City Management Office

Created/Initiated - 1/3/2025
Final Approval - 1/3/2025



Report on Capital Improvement Project Activity Construction – January 2025

**City Engineer - Maria Rangel, P.E.
Monday, January 06, 2025**



Pharr
Engineering



City Engineers Report

Engineer: City of Pharr/Ramiro Gutierrez
Contractor: ASAGO, LLC
CM: City of Pharr
Notice to Proceed: December 19, 2022
Contract Time (MF): 316 + 158 = 474 (ETC Nov. 2024)

Time to Date: 473 days (99.8%) Time Stopped

Contract Amount: \$2,325,300.55

Change Orders: \$135,684.40 (CO#1 – CO#3)

Current Contract: \$2,460,984.95

Total to Date: \$2,335,846.76 (95%)

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

Status: Contractor has completed work in the City of Alamo.

Next Step: Project is complete. Project close out is underway and is expected to be ready for acceptance by City Commission on January 20, 2025.

Photo Not Available

PSJA Tri-City Pedestrian Safety Improvements Phase I



Pharr
Engineering



CONSTRUCTION

Engineer: Structural Engineering Associates, Inc. (SEA)

Contractor: IOC Company, LLC

CM: Brownstone Consultants, LLC

Notice to Proceed: August 05, 2024

Contract Time: 480 calendar days

Time to Date: 135 calendar day (28%)

Contract Amount: \$47,601,706.75

Change Orders: \$0

Current Contract: \$47,601,706.75

Placed to Date: \$7,929,772.28 (17%)

Description: Construction of a twin span bridge which will provide 4 additional lanes for traffic.

No Photo Available

Status:

- Award: June 17, 2024
- Pre-Con Mtg: July 22, 2024
- NTP: August 05, 2024.
- End Contract Time: November 24, 2025

→ Contractor has completed 105 drilled shafts and 57 columns.

Next Step: Construction is on-going.

Pharr-Reynosa International Bridge Expansion



Pharr
Engineering



CONSTRUCTION

Engineer: Garcia Infrastructure Consultants, LLC

Contractor: Mor-Wil, LLC

CM: City of Pharr

Notice to Proceed: September 16, 2024

Contract Time (MF): 450 calendar days (End
December 10, 2025)

Time to Date: 112 days (25%)

Contract Amount: \$6,749,668.03

Change Orders: \$0

Current Contract: \$6,749,668.03

Placed to Date: \$0 (0%)

Description: Elimination of three lift stations and
installation of gravity sanitary sewer lines in northwest and
central Pharr.

Status: The pre-construction meeting was held on
September 09, 2024.

Next Step: The NTP has been received from the TWDB, and
the trench protection plan has been accepted by the design
engineer. Pending approval of the manhole submittal, the
contractor is expected to begin excavation at the end of
January 2025.

Photo Not Available

*Northwest & Central Collection System Improvements and
Lift Station No. 1, 29 & 33 Elimination*
CONSTRUCTION



Pharr
Engineering



WE ARE

**TEAM
PHARR**



DEPARTMENT MISSION STATEMENT

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



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.B.

DATE SUBMITTED: December 30, 2024

MEETING DATE: January 6, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Special Events

DIRECTOR: Abel Molina

Agenda Item: It's Time Texas Community Challenge Pledge

Classification: Regular

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

Issue: The It's Time Texas Community Challenge is a free 8-week competition that unites Texas to build a healthier Texas. This year, the ITT Community Challenge will be from January 13, 2025 to March 9, 2025.

Fiscal Consideration: N/A

Staff Recommendation: Acceptance of Pledge to kick-off this years ITT Community Challenge.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Abel Molina

City Management Office

Created/Initiated - 12/30/2024

Approved - 1/3/2025

Final Approval - 1/3/2025



COMMUNITY LEADER PLEDGE

As a trusted leader within your organization and broader community, we count on you to inspire, motivate, and empower others to prioritize their health and well-being. Your influence has the power to bring people together, spark positive change, and create a lasting impact on community health.

By signing this pledge, you are committing to:

- ☒ Actively Promote Community Challenge registration and encourage participation within your sphere of influence, ensuring that everyone has an opportunity to join.
- ☒ Recruit like-minded local organizations and leaders to join the movement, amplifying our collective efforts to build healthier, more connected communities.
- ☒ Organize inclusive health-related group activities that foster social support, community engagement, and accessible opportunities for all.
- ☒ Promote the Community Challenge across your organization's social media and informal communication channels, helping to spread the word and inspire others to get involved.
- ☒ Celebrate progress and milestones with your community, recognizing the collective achievements that move us toward better health.

*I recognize that a healthy community is united, resilient, and prosperous.
I am dedicated to a Healthier Texas by fostering the well-being of my
community and contributing to its lasting health for generations to come.*



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COMMUNITY CHALLENGE

POWERED BY **HEALTHIER TEXAS**

Join us | Jan. 13 - Mar. 9

TXCOMMUNITYCHALLENGE.ORG



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AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.C.

DATE SUBMITTED: January 2, 2025

MEETING DATE: January 6, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of graduates from the Certified Public Manager Program

Classification: Regular

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

Issue: Recognition of Hilda Pedraza, David Friedlein, Alberto Gonzalez, and Alessandra Garcia for their successful completion of the Certified Public Manager Program at the University of Texas Rio Grande Valley.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends acknowledgement and congratulating the graduates for their achievement in completing the Certified Public Manager Program

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Alessandra Garcia
City Management Office

Created/Initiated - 1/2/2025
Final Approval - 1/3/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.D.

DATE SUBMITTED: January 2, 2025

MEETING DATE: January 6, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Daniel Ramirez

Agenda Item: Recognition of Pharr EMS first on-scene blood transfusion

Classification: Regular

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

Issue: Recognition of the Pharr EMS team, including Vanessa Gurrola, Andrew Gonzalez, and Elsa Castillo, for successfully performing their first on-scene blood transfusion, showcasing their commitment to innovative and life-saving emergency care.

Fiscal Consideration: N/A

Staff Recommendation: Recognition of staff.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Alessandra Garcia
City Management Office

Created/Initiated - 1/2/2025
Final Approval - 1/3/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.E.

DATE SUBMITTED: January 3, 2025

MEETING DATE: January 6, 2025

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 - 1/3/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: January 2, 2025

MEETING DATE: January 6, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for December 16, 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 16, 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 - 1/2/2025
Final Approval - 1/2/2025

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, DECEMBER 16, 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 16, 2024 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Jonathan Flores, City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Moises Beas, Engineering
Jamison Merrick, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Albert Gonzalez, Assistant Fire Chief
Roy Rodriguez, Code Compliance Asst. Dir.
Joe Garza, Dev. Svcs. Asst. Director
Luis Marin, Public Works Director
Keyla Jalife, O.S.E. Asst. Director
Oscar De Leon, Public Utilities Asst. 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
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

MINUTES: REGULAR CALLED MEETING
December 16, 2024

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.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING DECEMBER 16, 2024 AS ARBOR DAY

Jonathan Flores, City Manager, introduced the item.

Remy Vargas, Urban Ecologist, discussed the benefits on why Arbor Day was important. Comm. Pacheco read proclamation and presented proclamation to Remy Vargas.

The time being 4:04 p.m., Mayor Hernandez left meeting.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

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

Jonathan Flores, City Manager, introduced the item and briefly reported the City of Pharr showed a decrease of -0.40% year to date true growth. He further stated Jamison Merrick, Finance Director, was in the audience and questions could be entertained at this time.

B) 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.

MINUTES: REGULAR CALLED MEETING
December 16, 2024

Jonathan Flores, City Manager, introduced the item and stated Attorney Michael Cano was in the audience and questions could be entertained at this time.

C) TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL: R.O.A.D READY PROGRAM CERTIFICATE PRESENTATION.

Jonathan Flores, City Manager, introduced the item.

Veronica Ramirez, Human Resources Director, introduced her staff and Johnny Vera, Texas Municipal League representative. She further stated this was a collaborative effort and thanked all departments that assisted.

Johnny Vera, Texas Municipal League Loss Prevention Specialist, presented the City of Pharr with R.O.A.D. Ready Program certification. He stated this certification was a staying safe initiative that included ongoing safety meetings and trainings. He further recognized the Human Resources department for their commitment to ensuring the safety of all city staff.

The time being 4:17 p.m., Mayor Hernandez returned to meeting.

D) CITY EVENTS OF INTEREST

Jonathan Flores, City Manager, introduced the item.

Yuri Gonzalez, Chief Communications Officer, presented video recaps of Winter Wonderland and Cody's Block Party events. Ms. Gonzalez also presented a promotional video on the upcoming New Year's Eve Ball Drop event.

Yuri Gonzalez, Chief Communications Officer, further reported the Christmas Tamalada event would take place on Thursday, December 19, 2024 at Development & Research Center located at 850 W. Dicker Rd. from 5:00 p.m. to 7:00 p.m. She stated there would be toy giveaways, pictures with Santa, music and delicious tamales. She further stated this was a free event and encouraged all families to attend.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported the Christmas Night at the Library event would be taking place on Thursday, December 19, 2024 at the Pharr Memorial Library from 6:00 p.m. to 8:00 p.m. She stated there would be Santa photos, free books and hot chocolate with cookies. She further stated this was a free event and encouraged all families to attend.

ITEM 6. 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, REQUESTED 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, REQUESTED 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**

MINUTES: REGULAR CALLED MEETING
December 16, 2024

FACILITIES OF LOWE'S HOME CENTERS, INC., A NORTH CAROLINA CORP., REQUESTED 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.

Jonathan Flores, City Manager, introduced the consent agenda and recommended Item 6.B be tabled.

Comm. Carrillo **moved** to table Item 6.B. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

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

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

Resolution No. R-2024-64 is 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 11. CLOSED SESSION

The time being 4:23 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 4:36 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 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)**

MINUTES: REGULAR CALLED MEETING
December 16, 2024

Jonathan Flores, City Manager, introduced the item and recommended the reappointment of Rosana Gutierrez to Pharr Memorial Library Board.

Comm. Pacheco moved to reappoint Rosana Gutierrez to Pharr Memorial Library Board. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-65 is filed with the City Clerk's Office.

ITEM 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)

Jonathan Flores, City Manager, introduced the item and stated no action was needed on the item.

At this time, Commissioners Carrillo and Pacheco, and Mayor Hernandez stated Dr. Flores was doing a great job and thanked him for his leadership.

ITEM 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)

Jonathan Flores, City Manager, introduced the item.

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

ITEM 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)

Jonathan Flores, City Manager, introduced the item and recommended the item be un-tabled.

MINUTES: REGULAR CALLED MEETING
December 16, 2024

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

At this time, Jonathan Flores, City Manager, recommended denying the item.

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

- 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)**

Jonathan Flores, City Manager, introduced the item.

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

- 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)**

Jonathan Flores, City Manager, introduced the item.

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

- 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)**

Jonathan Flores, City Manager, introduced the item.

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

MINUTES: REGULAR CALLED MEETING
December 16, 2024

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:42 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 16th DAY OF DECEMBER 2024 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA PEREZ, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

IMELDA PEREZ, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: December 16, 2024

MEETING DATE: January 6, 2025

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) (TABLED)** 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 - 12/16/2024
Approved - 12/26/2024
Approved - 1/2/2025
Final Approval - 1/3/2025

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

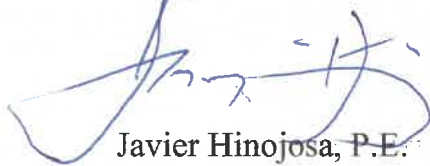
Dear Kim,

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:

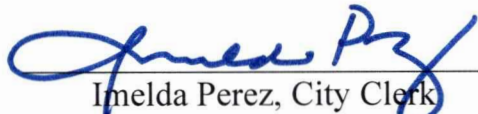
1. Monday, November 18, 2024, at 4:00 p.m. at the Pharr City Commission Room located at 118 S. Cage Boulevard, 2nd floor, Pharr, Texas.

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.

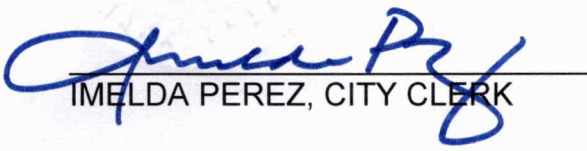
**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR, TEXAS, ON THIS THE 4th DAY OF NOVEMBER 2024**

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:

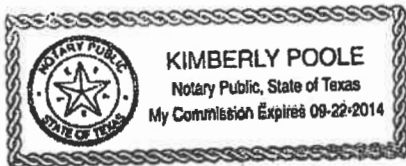
Barbara Evans Williams
BARBARA EVANS WILLIAMS,
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF ANNA MAE KELLY, DECEASED

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:

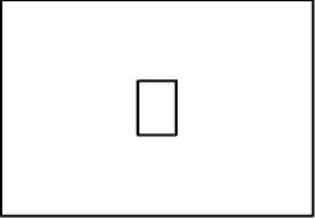
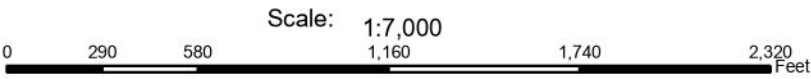
Lot 351, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

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.cvgis.com
TBPLS FIRM No. 10119600

EXHIBIT A
SERVICE PLAN

I. ANNEXATION AREAS

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

OWNER: Kelfam, LTD., a Texas limited partnership

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

II. SERVICE COMPONENTS

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

A. MUNICIPAL SERVICE PLAN

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

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

1. POLICE

Existing Services: None

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

2. FIRE

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

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

3. BUILDING INSPECTION

Existing Services: None

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

4. PLANNING AND ZONING

Existing Services: None

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

5. LIBRARY

Existing Services: None

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

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

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

7. STREET

Existing Services: County Street Maintenance

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

8. STORM WATER MANAGEMENT

Existing Services: None

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

9. STREET LIGHTING

Existing Services: None

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

10. TRAFFIC ENGINEERING

Existing Services: None

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

11. WATER SERVICE

Existing Services: None

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

12. SANITARY SEWER SERVICE

Existing Services: None

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

13. SOLID WASTE SERVICES

Existing Services: None

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

14. ADDITIONAL SERVICES

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

B. CAPITAL IMPROVEMENTS

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

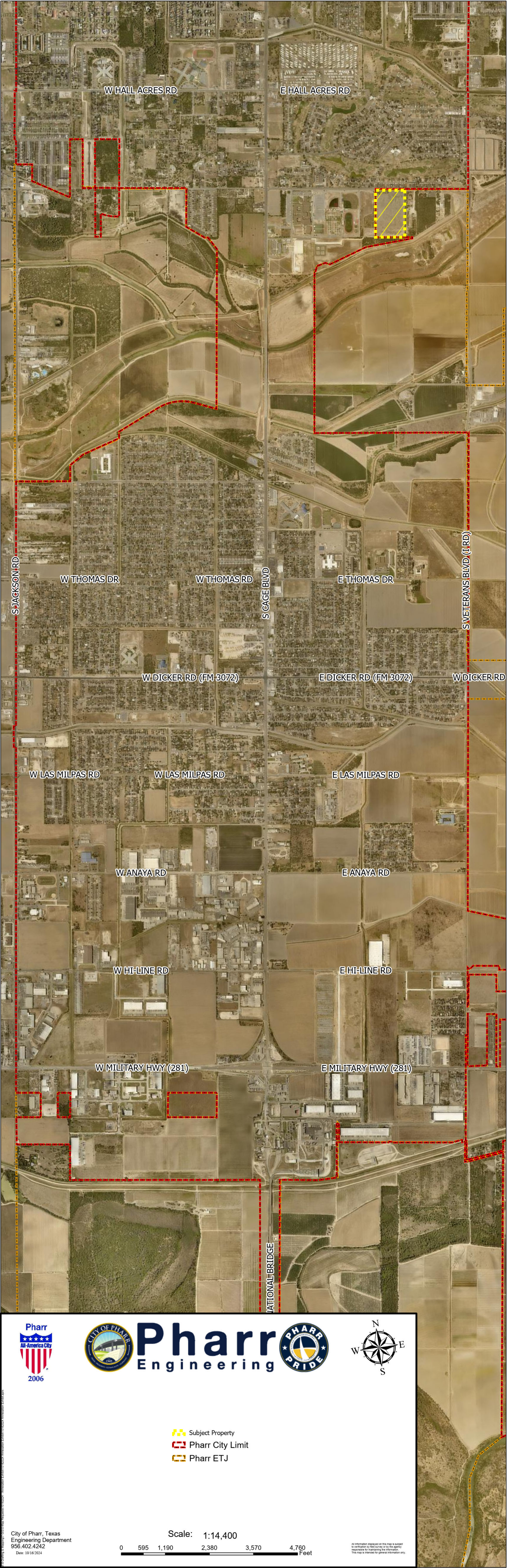
III. LEVEL OF SERVICES TO BE PROVIDED

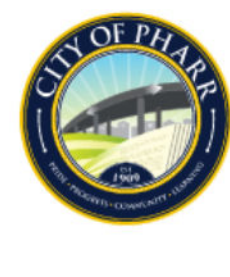
It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land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

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

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

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





Subject Property

Pharr City Limit

Pharr ETJ

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

Scale: 1:14,400

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

All information displayed on this map is based on the 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: _____

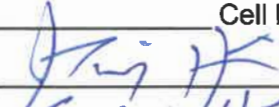
OWNER INFORMATION – Please fill out a separate sheet for each owner of record

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

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

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

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

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

Javier Hinojosa, Authorized Agent

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

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

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

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

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

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

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

Owner's Printed Name: _____

Owner's Signature: _____ Date: _____



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

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

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

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

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

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

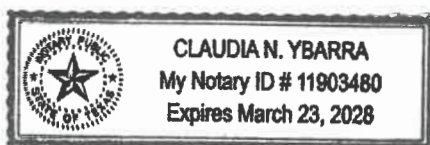
Print Name (Owner) Javier Hinojosa (Auth. Agent) Signature (Owner) [Signature]
 Print Name (Owner) _____ Signature (Owner) [Signature]

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared Javier Hinojosa, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

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



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

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

EXHIBIT A

September 30, 2024

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

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

Dear Ladies and Gentlemen:

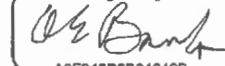
The undersigned owner/trustee of the real property described above has entered into a contract to sell Property to Carlos I. Garza, or assigns, who in turn, intends to develop the Property into a residential subdivision.

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

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

Yours very truly,

DocuSigned by:



A8F348B6B34642B...

Debra Brooks co-managing partner

Kelfam, Ltd.

DocuSigned by:



A20C86C63B61472...

Janet Cavanaugh

co managing partner



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.

DATE SUBMITTED: December 30, 2024

MEETING DATE: January 6, 2025

FROM: Juan Gonzalez, Interim Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Interlocal Agreement between Pharr Police Department and South Texas Auto Theft Task Force. **This item supports SSC - Safe and Secure Community.**

Classification: Consent

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

Issue: To have an Interlocal Agreement between the Pharr Police Department and the South Texas Auto Theft Task Force for mutual aid and to collaboratively investigate vehicle burglary and theft of motor vehicles in the City of Pharr and both Hidalgo and Cameron Counties.

Fiscal Consideration: Approximate funds for task force officer positions were budgeted for the FY 2024/2025. 80% of the approved funds will be reimbursed to the City of Pharr through this Interlocal Agreement.

Staff Recommendation: Staff recommends renewing this agreement

Alternatives: Not approve agreement

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Juan Gonzalez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 12/30/2024
Approved - 1/2/2025
Approved - 1/3/2025
Final Approval - 1/3/2025

Interlocal Agreement
State of Texas

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROWNSVILLE, TEXAS,
THE CITY OF HARLINGEN, TEXAS, THE CITY OF MCALLEN, TEXAS, THE CITY
OF PHARR, TEXAS, AND THE CITY OF DONNA, TEXAS REGARDING A MUTUAL
AID (BURGLARY AND THEFT OF MOTOR VEHICLE FY 25) LAW ENFORCEMENT
TASK FORCE TO COOPERATE IN CERTAIN CRIMINAL INVESTIGATIONS**

THIS AGREEMENT is made this _____ day of _____, 2024, in the City of Brownsville, State of Texas, pursuant to the Inter-local Cooperation Act, Texas Government Code, Chapter 791, regarding Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain other local Governments, between: (1) the City of Brownsville, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1001 E. Elizabeth, Brownsville, Cameron County, Texas 78520, acting through the Brownsville City Commission, (2) the City of Harlingen, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 118 E. Tyler Ave, Cameron County, Texas 78550, acting through the Harlingen City Commission, (3) the City of McAllen, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1300 West Houston, McAllen, Hidalgo County, Texas 78501, acting through the McAllen City Commission, (4) the City of Pharr, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 118 S. Cage, Pharr, Hidalgo County, Texas 78577, acting through the Pharr City Commission, and (5) the City of Donna, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 307 S. 12th Street, Donna, Hidalgo County, Texas 78537, acting through the Donna City Council.

WITNESSETH

WHEREAS, to continue to combat this state and county problem, working with the appropriate agencies and officials of the State of Texas, the Motor Vehicle Crime Prevention Authority has budgeted certain monies to be funneled to local governments for use in fighting motor vehicle theft crime problems.

WHEREAS, THE CITY OF BROWNSVILLE, several counties and municipalities therein jointly applied, through THE CITY OF BROWNSVILLE, for a share of these monies, to be used in establishing the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE to combat said motor vehicle theft crime problems.

WHEREAS, the MOTOR VEHICLE CRIME PREVENTION AUTHORITY which is administering such funds on behalf of the State of Texas has authorized a grant in the sum of **\$1,245,547.00** to be awarded to THE CITY OF BROWNSVILLE and the said participating counties and municipalities for such purposes.

WHEREAS, SOUTH TEXAS AUTO THEFT TASK FORCE has agreed to contribute the total of **\$906,050.00** in matching funds if said grant application is approved; and,

WHEREAS, Cameron and Hidalgo County agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and mutual benefits they will gain by the performance thereof, all in accordance with the provisions hereinafter set forth, THE CITY OF BROWNSVILLE, THE CITY OF HARLINGEN, THE CITY OF MCALLEN, THE CITY OF PHARR, and THE CITY OF DONNA AGREE AS FOLLOWS:

I.

PURPOSE OF AGREEMENT

The purpose of the agreement is the establishment of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE by the above-named parties to utilize a grant from the State of Texas to combat motor vehicle theft crimes throughout Cameron County, Texas and Hidalgo County, Texas. To this extent, the above-named parties, pursuant to action taken by the governing bodies of said parties at duly-scheduled open meetings of same (by resolution of order, as appropriate) have entered into this Agreement to form a mutual aid law enforcement task force to cooperate in motor vehicle theft & burglary criminal investigations, to include the agreement to conduct 68A vehicle inspections as often as scheduling and operations will allow for the individual cities of the task force for purposes of identifying stolen vehicles before titling in Texas. Whereby certain peace officers employed by said parties (as covered by this Agreement) will have the additional investigative authority throughout said counties as set forth in the Agreement, which shall provide for the compensation of the peace officers involved in the activities of the Task Force, which shall be known as the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE.

To be established that there will be a fee for conducting 68A inspections to not be over \$40.00 dollars per inspection. Each agency part of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE shall decide whether they will charge for this service. The monies generated from these inspections will be deposited into the agency's account which shall be created solely for these events (unless it is deposited into a general account where track of the monies is kept). Once a month the monies generated will be transferred to the Grantee's account where it will be available for their agency's Taskforce member's needs as they arise. Each agency shall keep track of the inspections to include receipts if they so choose to charge.

II.

TERM OF AGREEMENT

This agreement will be effective from September 1, 2024 to August 31, 2025, at which time, said Agreement will terminate. Upon mutual agreement of the parties, set forth in writing and signed by the (participating) parties, assuming that funds are available to do so, this Agreement may be continued, on the same terms, for such periods as desired or is feasible, until modified by subsequent amendment. This Agreement, subject to applicable law and restrictions contained in the aforesaid state grant, may be terminated at any time by mutual agreement of the parties, set forth in writing and signed by the parties.

III.

FUNDING

The said parties paying for the performance of the aforesaid governmental functions or services shall make payment therefore from current revenues available to the paying party.

IV.

EQUIPMENT and PERSONNEL

The SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE shall consist of the following personnel, assigned by the respective entities set forth hereinafter: (1) Detectives/Investigators/Officer, not more than Seventeen (17) at any one time, assigned to the Task Force by the Brownsville Police Department, Harlingen Police Department, McAllen Police Department, Pharr Police Department, and Donna Police Department, the final assignments to be approved by the Board of Governors pursuant to administrative provisions below. The personnel, supplies, and direct operating expenses for the Task Force shall be financed pursuant to and by the aforesaid state grant; a copy of the Budget Schedule there under being annexed hereto as Exhibit "A", which is incorporated by reference herein. The Task Force Commander and all other personnel assigned by the parties to this Agreement shall remain the employees of the party making such assignment and shall not, by virtue of serving on the South Texas Auto Theft Enforcement Task Force, be considered as employees, agents, or servants, of the Board of Governors, of the South Texas Auto Theft Enforcement Task Force, or of any party to this agreement other than the party making said assignment. Upon termination of this agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant (City of Brownsville). The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified, and inventory records will be updated.

V.

AMENDMENTS

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

VI.

COMPENSATION

The officers serving on the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE are entitled to the same wages, salary, pension, and other compensation and rights, including injury or death benefits, as if the service were rendered in the municipality (i.e., city or county) of the officer's regular employment. Moreover, the Officer is also entitled to payment for any reasonable expenses incurred for travel, food or lodging while on duty outside the limits of the territory of the officer's regular employment. To this extent, the officers serving on the TASK FORCE will be compensated in accordance with the salary schedule (which is annexed hereto as Exhibit "A") incorporated into the Budget, as administered by the Board of Governors. Moreover, the municipality (i.e., city or county) regularly employing said officers; shall pay (subject to

reimbursement pursuant to the procedures established under the aforesaid state grant, after the payment is made and reimbursement is requested), all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, lodging, and vehicle lease.

The personnel and sub grantee personnel (listed in the Professional and Contract Services Category) included in this grant shall only perform duties related to statutory purposes outlined in Texas Transportation Code Chapter 1006 and Texas administrative Code Title 43; part 3; Chapter 57. If the positions funded or used as cash match engage in general government duties, then the grantee (and sub-grantees) shall not submit for reimbursement the portion attributed to general government law enforcement operations.

VII.

EXTENT OF AUTHORITY

A law enforcement officer covered by this Agreement may make an arrest anywhere outside the jurisdiction in which the officer is or would be regularly employed, throughout Cameron, and Hidalgo Counties and any other area where such arrest is authorized by law. As required by statute, the law enforcement agencies of the area where the said arrest is made shall be notified of the said arrest without delay, and the notified agency shall make available the notice to the arrest in the same manner as if the arrest were made by a member of that agency.

VIII.

EMPLOYEE STATUS

A law enforcement officer regularly employed by another municipality (i.e. city or county) shall remain the employee of such municipality but shall be considered, for the purpose of making an arrest at any location throughout Cameron and Hidalgo County, to be in service of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE and a peace officer in and about Cameron and Hidalgo County under the command and supervision of the TASK FORCE COMMANDER. Accordingly, the officer has all the powers of a regular law enforcement officer anywhere in Cameron and Hidalgo, County; to this extent, qualification for office in the municipality (i.e., city or county) or regular employment constitutes qualification for office anywhere in Cameron and Hidalgo Counties, and no additional oath, bond, or compensation is needed. The party who assigns a peace officer to the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE or that regularly employs the TASK FORCE COMMANDER shall remain solely responsible for the health, safety, acts, or omissions of that assigned peace officer or TASK FORCE COMMANDER.

IX.

LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid,

illegal, or unenforceable provision had never been contained herein.

X.

UNIFORM ASSURANCES

In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment-Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation-Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cyber security Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cyber security training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cyber security training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law-Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification-to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of South Texas Auto Theft Enforcement Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local

Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act-Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance-Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possesses longer term retention value. Grantee must include the substance of this clause in all sub-awards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct-Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit-The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring-Grantee represents and warrants that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub award performance goals are achieved.

XI.

FINANCIAL ADMINISTRATION

In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and

used for statutorily authorized purposes.

XII.

COMPLIANCE

Grantee and sub-grantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and sub-grantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

XIII.

ENTIRE AGREEMENT

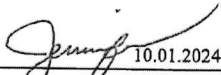
This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

CITY OF BROWNSVILLE, TEXAS

By: _____
John Cowen Jr., Mayor
(On _____, 2024)

APPROVED AS TO FORM
AND LEGALITY:

 10.01.2024
Jennifer M. Avendano
First Assistant City Attorney

ATTEST:

Name: _____

Title: _____

CITY OF HARLINGEN, TEXAS

By: _____
Norma Sepulveda, Mayor
(On _____, 2024)

ATTEST:

Name: _____

Title: _____

CITY OF MCALLEN, TEXAS

By: _____
Javier Villalobos, Mayor
(On _____, 2024)

ATTEST:

Name: _____

Title: _____

CITY OF PHARR, TEXAS

By: _____
Ambrosio Hernandez, Mayor
(On _____, 2024)

ATTEST:

Name: _____

Title: _____

CITY OF DONNA, TEXAS

By: _____
Ricardo L. Morales, Mayor
(On _____, 2024)

ATTEST:

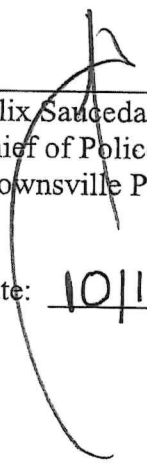
Name: _____

Title: _____

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **The Brownsville Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.



Felix Saucedo
Chief of Police
Brownsville Police Department

Date: 10/15/2024

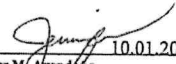
ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
John Cowen Jr., Mayor
Brownsville, Texas 78520

Date

APPROVED AS TO FORM
AND LEGALITY:



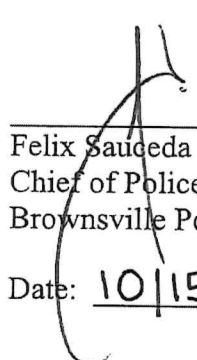
Jennifer M. Avendano
First Assistant City Attorney

10.01.2024

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, the **Harlingen Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by all such rules or special conditions relating to the grant.



Felix Saucedo
Chief of Police
Brownsville Police Department

Date: 10/15/2024

Michael Kester
Chief of Police
Harlingen Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

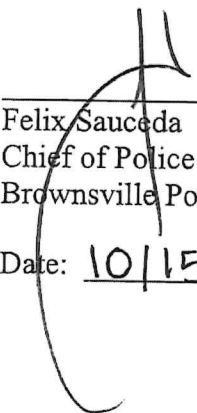
Authorized Official
Norma Sepulveda, Mayor
City of Harlingen, Texas 78550

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, the **McAllen Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.



Felix Saucedo
Chief of Police
Brownsville Police Department

Date: 10/15/2024

Victor Rodriguez
Chief of Police
McAllen Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official

Javier Villalobos, Mayor

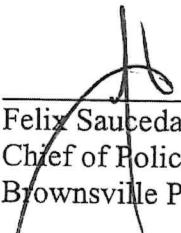
City of McAllen, Texas 78501

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, the **Pharr Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by all such rules or special conditions relating to the grant.



Felix Saucedo
Chief of Police
Brownsville Police Department

Date: 10/15/2024

Juan F. Gonzalez
Chief of Police
Pharr Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

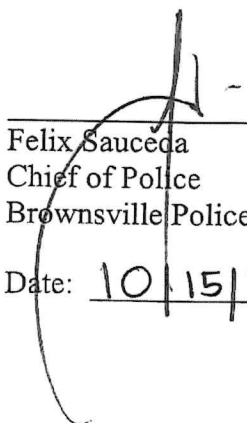
Authorized Official
Ambrosio Hernandez, Mayor
City of Pharr, Texas 78577

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, the **Donna Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by all such rules or special conditions relating to the grant.



Felix Saucedo
Chief of Police
Brownsville Police Department

Date: 10/15/2024

Gilbert Guerrero
Chief of Police
Donna Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
Ricardo L. Morales, Mayor
City of Donna, Texas 78537

Date

Non-Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Transportation Code Chapter 1006 and Texas administrative Code Title 43; part 3; Chapter 57, requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that M.V.C.P.A funds have not been used to replace state or local funds that would have been available in the absence of M.V.C.P.A funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under TAC Rule §57.3 of this title (relating to Compliance Adoption by Reference).

AUTHORIZED OFFICIAL
Helen Ramirez

DATE _____

City of Brownsville

GRANTEE



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.

DATE SUBMITTED: January 2, 2025

MEETING DATE: January 6, 2025

FROM: Mayra Gomez, Director

DEPARTMENT: Administration

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on Service Agreement with the Deaf and Hard of Hearing Center for Sign Language interpreting services. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The Deaf and Hard of Hearing Center will be providing American Sign Language interpreters and Trilingual Interpreters for classes, meetings, and other interactions with residents who are deaf, hard of hearing, and low vision or deaf/blind.

The Corpus Christi Area Council for the Deaf, Inc., d/b/a The Deaf and Hard of Hearing Center, is a 501 (c)(3) nonprofit organization that has been providing quality interpreting services since 1978. Their services comply with the Americans with Disabilities Act (ADA) and provide and assign the most qualified interpreters available, based on the situation and the consumer's needs and preferences.

The contract is a one-calendar-year term and will expire December 31, 2025. Services will be on an as-needed basis and will be billed accordingly. - Project No. 2425-01-510-A07-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Mayra Gomez
Hilda Pedraza
Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 1/2/2025
Approved - 1/2/2025
Approved - 1/3/2025
Approved - 1/3/2025
Final Approval - 1/3/2025

Service Agreement and Policies

The Deaf and Hard of Hearing Center (DHHC), the Agency, has been providing quality interpreting services since 1978. As the area's oldest and largest provider, we are proud to offer American Sign Language interpreters, and Trilingual Interpreters for classes, meetings, legal, medical, and other interactions with consumers who are Deaf, Hard of Hearing, and low vision or Deaf/Blind. We look forward to providing services in partnership with your entity.

The Corpus Christi Area Council for the Deaf, Inc., dba: The Deaf and Hard of Hearing Center, a 501(c) (3) nonprofit organization and (your entity's name) enter into the following terms of service and policies for communication access services from the day you sign this contract until **December 31, 2025**.

The Deaf and Hard of Hearing Center will:

- Assist the Entity in complying with the Americans with Disabilities Act (ADA) and other legal obligations to provide communication access.
- Provide and assign the most qualified interpreter available, based on the situation and the consumer's needs and preferences.
- Ensure that all interpreters:
 - Adhere to interpreter professional standards and codes of conduct.
 - Follow state and federal laws and the U.S. Equal Employment Opportunity Commission's Guidelines.
 - Undergo a screening that demonstrates that they are capable of providing effective communication.
- Serve as a resource for your questions/concerns and listen to your feedback to improve our services.
- Inform you if we are unable to fill any requests.
- Book a request only when contact by the billed entity.

The Deaf and Hard of Hearing Center asks the **Entity** to the extent allowed by law, to place requests for communication services with as much notice as possible. Further, the **Entity** agrees to place all requests directly with **DHHC** and not through consumers or interpreters. The **Entity** will:

- Provide pertinent information regarding the assignment and consumer information such as: name, time, date, location, time that you will be booking the interpreter, and nature of the assignment. Any changes in information such as; time changes, cancellation, reschedule, etc., should be made as soon as possible by contacting The Deaf and Hard of Hearing Center at **(866) 993-1154 – Opt. 1**.
- Provide access like parking permits/access
- Use the interpreter/s only for their intended purpose: communication access and cultural mediation. Note that interpreter will convey *all* communication heard or seen. Interpreter/s do not provide opinions, advice, etc., nor do interpreter/s run errands or escort clients.
- Contact the DHHC directly if the appointment is cancelled or rescheduled.
- Agree not to approach directly or indirectly any of DHHC's interpreter/s in an effort to perform contracted services similar to those provided by DHHC during the term of this agreement. It is prohibited to request personal information from interpreter/s, such as their telephone number, address, e-mail, etc.

Language Considerations

- Depending on the booked assignment, The Deaf and Hard of Hearing Center may send a team of interpreters. The Entity will be informed prior to confirming the booking. The following will be taken into consideration when determining a team of interpreters:

- As a general rule of thumb, assignments **two hours and over**, require **two** interpreters. The setting, topic, duration, and complexity of the assignment are all factors that may require this team of interpreters. Team interpreting is used to prevent interpreters from injuring themselves due to the constant strain of interpreting and/or to ensure the accuracy of the message through checks and balances, allowing the team to provide support and feedback to each other.
- DHHC may also provide a Deaf Interpreter that may be required to team with the assigned interpreter. In the event a consumer has limited communication abilities (e.g. Home Sign); a Deaf Interpreter is a specialist who provides interpreting, translation, and transliteration services in American Sign Language and other visual and tactile communication forms used by individuals who are Deaf, hard-of-hearing, and Deaf-Blind. The rates below will apply to the cost for **both** interpreters individually.

Communication Fee Schedule and Payment Information

- All appointments are billed with a **two-hour minimum**. This includes a one-hour service minimum and a one-hour administrative fee.
 - The one-hour administrative fee includes the interpreter's in-town travel fee as well as the office resources needed to book your request.
- In the event the interpreter must travel **out of town** a distance greater than 60 miles round trip from their verified residence, the entity will be billed for the time traveled in lieu of the administrative fee. This is calculated at one minute per mile traveled. For example: If an interpreter travels 90 miles round trip, the entity is charged 90 minutes (1.5 hours).
- When an interpreter is booked for more than one hour of service, the **entire time booked** is billed/charged **plus** the administrative fee. Once the interpreter has committed their schedule to the request, the entity is responsible for paying for the entire time booked, regardless of the actual end time, with the following exceptions.
 - The requesting entity may reduce the time booked up to 24 hours in advance of the appointment without penalty.
- Appointments which extend past the time booked (with a 5-minute grace period) are billed in additional 15-minute increments.
- Splits in time: If an assignment is booked during a time that occurs during both regular and afterhours hours, the Entity will pay for the corresponding rate during each period if it surpasses 30 minutes. For example: If an assignment is booked from 4:30p.m. - 7:00p.m. The entity will be charged .5 hours (30 minutes) of regular rate (\$65/hour), two hours at the afterhours rate (\$70/hour), and the administrative fee. The administrative fee will take on the rate of the longer time. In this scenario, the administrative fee would be charged at afterhours rate (\$70/hour).
- If an assignment is **cancelled for any reason with less than 24-hours' notice**, the Entity will be **billed for the entire booked time**.
- No-Shows: The interpreter is required to wait 30 minutes for each assignment at the scheduled start time. After 30 minutes, if the consumer does not arrive, the interpreter will assume a no-show status, will inform the entity representative on site of the 30-minute lapse, request a signature, and depart. The requesting Entity will still be billed/charged for this booking.
- If the consumer is late to an assignment of more than 30 minutes, the interpreter is not required to stay, and the Entity will be billed for the time booked.
- The requesting Entity will not be billed for services cancelled due to a natural disaster such as a hurricane, tornado, extreme inclement weather, etc.

Rate Schedule

Service Type	Regular Business Hours*	Afterhours**	Less than 24 hours request & Emergency	Holiday
Interpreting ASL/English	\$65	\$70	\$80	\$90
Trilingual Spanish/English/ASL	\$70	\$75	\$85	\$95
Legal Interpreting ASL/English	\$120	\$140	\$170	\$190
Tactile	\$70	\$75	\$85	\$95
Deaf Interpreting	\$65	\$70	\$80	\$90
CART***	\$130	\$140	\$150	\$170
Voice to Text***	\$55	\$65	\$75	\$85
Spanish Translation***	\$50	\$55	\$60	\$70

* Regular Business hours are defined as any assignment Monday - Friday 8:00am to 5:00pm

** Afterhours are defined as any assignment 5:01 pm to 7:59 am, all day Saturday and/or Sunday, scheduled with more than 24 hours.

*** Since these services are limited in our local area, these services are dependent upon availability of these services.

Recognized Holidays Include:

- New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Weekend (Wed-Sat), Christmas Eve, and Christmas Day.

Payment for Services:

- A Check or Money Order with **no additional fee.**
 - The check/money order can be made to:
The Deaf and Hard of Hearing Center
5151 McArdle Road
Corpus Christi, Texas 78411
- Direct Deposit (ACH) with **no additional fee.** Please request this form from our accounting department at accounting@deafhhcenter.org.

- Cash App - \$deafhhcenter - **No additional fee.**
- Over the phone by using a credit or debit card with a **3.5% additional service fee.**

Late Fees:

- All payments should be paid to DHHC for communication services within 30 days of the date of the invoices.

DRAFT

The Deaf and Hard of Hearing Center 2025

- If not, a 5% in late fee charges will be assessed for all payments not made within 45 days of the invoice date, and again after each month until invoice is paid.
- If your Entity is in arrears more than 90 days without payment arrangements, we will consider your account in default. This will result in sending your account to a collection agency. **In the event of a default, the debtor will be responsible for all collection costs and legal expenses.**

To request services for your deaf or hard of hearing consumers, you may:

- Call the office at (866) 993-1154 **Opt. 1.**
- Email Requests to commdept@deafhhcenter.org.
- Fax requests to (361) 993-4271.
- Schedule using the online Interpreter Request Form located at <https://deafhhcenter.org/programs-services/request-interpreting-services/>.

If you have any questions, please contact the Communication Services Director or the Executive Director. The signatures below confirm that both parties **understand and will comply** with the terms of this Service Agreement.

Entity Name
How do you wish to receive your invoices?
☐ Email ☐ Mail Hardcopy ☐ Both
Send invoice to:
Primary Email Address
Secondary Email Address
Mailing Address
Representative/Entity's Signature
Printed Name
Date

<i>Jim Galvan</i>
Communication Services Director Signature
Jim Galvan
Printed Name
January 1, 2025
Date
The Deaf and Hard of Hearing Center
Agency Name
Jim Galvan
Contact Person
(866) 993-1154
Phone Number
(361) 993-1154
Fax Number
commdept@deafhhcenter.org
E-Mail Address
Interpreting Services Agency Address:
The Deaf and Hard of Hearing Center
5151 McArdle Road
Corpus Christi, Texas 78411



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.

DATE SUBMITTED: January 3, 2025

MEETING DATE: January 6, 2025

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 - 1/3/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.1.

DATE SUBMITTED: December 27, 2024

MEETING DATE: January 6, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Mario Guerra, representing Zona MRRP LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as Lot 65, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1215 West Truman Street. COZ#241131 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Mario Guerra, representing Zona MRRP LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct fifteen duplexes.

Fiscal Consideration: N/A

Staff Recommendation:

Development Services recommends approval of the rezoning request from Office and Professional District (O-P) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The request is compatible with the residential trends and land use patterns in the area, and is in conformance with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Office and Professional District (O-P) to Residential Multi-Family High Density District (R-MFHD) at the meeting on December 23, 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 - 12/27/2024
Approved - 1/2/2025
Final Approval - 1/3/2025



MEMORANDUM

DATE: MONDAY, JANUARY 6, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Office and Professional District (O-P) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as Lot 65, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1215 West Truman Street. COZ#241131

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

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

DESCRIPTION OF PROPERTY:

Mario Guerra, representing Zona MRRP LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Office and Professional District (O-P) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct fifteen duplexes.

The subject site is located on the south side of West Truman Street, approximately 650 ft. east of North Jackson Road and has a physical address of 1215 West Truman Street. The property is legally described as Lot 65, Beamsley Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Truman Street, a 50 ft - 60-ft local street which runs west and east with a posted speed limit of 20 to 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property was rezoned from Single-Family Residential District (R-1) to Office and Professional District (O-P) on November 18, 2013. The properties to the south were rezoned from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density on January 20, 2004. The properties to the west and east and a portion of the north were zoned Single-Family Residential District (R-1), when the city adopted the current Zoning Ordinance in 1982. The remaining portion on the north was rezoned from Single-Family Residential District (R-1) to Two-Family Residential District (R-2) on December 21, 2010. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for multi-family residential use in the Land Use Plan.

The Residential Multi-Family District is established to provide adequate space and site diversification for low to medium density residential development where adequate streets and other community facilities are available for present and future needs. This district is established for duplex-fourplex development as low to medium-density use, and additional requirements for streets, water and fire protection, wastewater, drainage, and adequate open space shall be met before zoning to such use. It is established to protect residential areas as far as possible against heavy traffic and zoned promote the most desirable use of land and direction of building development not in conflict with the city's comprehensive plan.

Thirty-two (32) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on December 6, 2024, and a legal notice was published in the Advance News Journal on December 4, 2024. Staff received one response for information only to the letters or the legal notice.

Development Services recommended approval of the request to rezone from Office and Professional District (O-P) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The request is compatible with the residential trends and land use patterns in the area and is in conformance with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Office and Professional District (O-P) to Residential Multi-Family High Density District (R-MFHD) at the meeting on December 23, 2024. There were five members present and voting.

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Mario Guerra, representing Zona MRRP LLC., owner

APPLICANT

1215 West Truman Street

ADDRESS

Office and Professional District (O-P)

CURRENT ZONE

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

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

Development Services is recommending approval of the request to re-zone from Office and Professional District (O-P) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The request is compatible with the residential trends and land use patterns in the area.

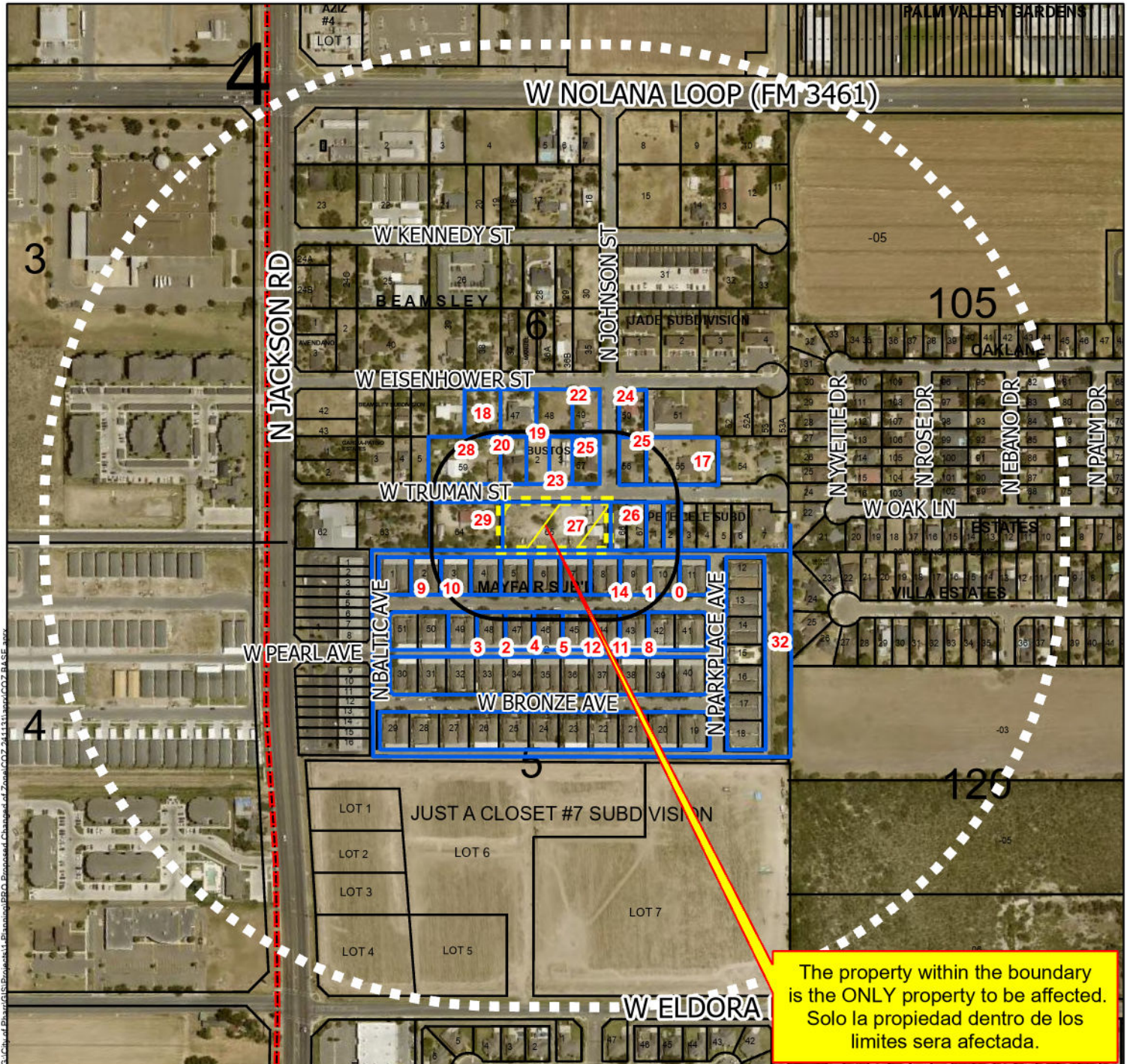
Laura Fonseca, Planner II

PREPARED BY

12.17.2024

DATE

AERIAL



Quarter Mile Radius

200ft_Buffer

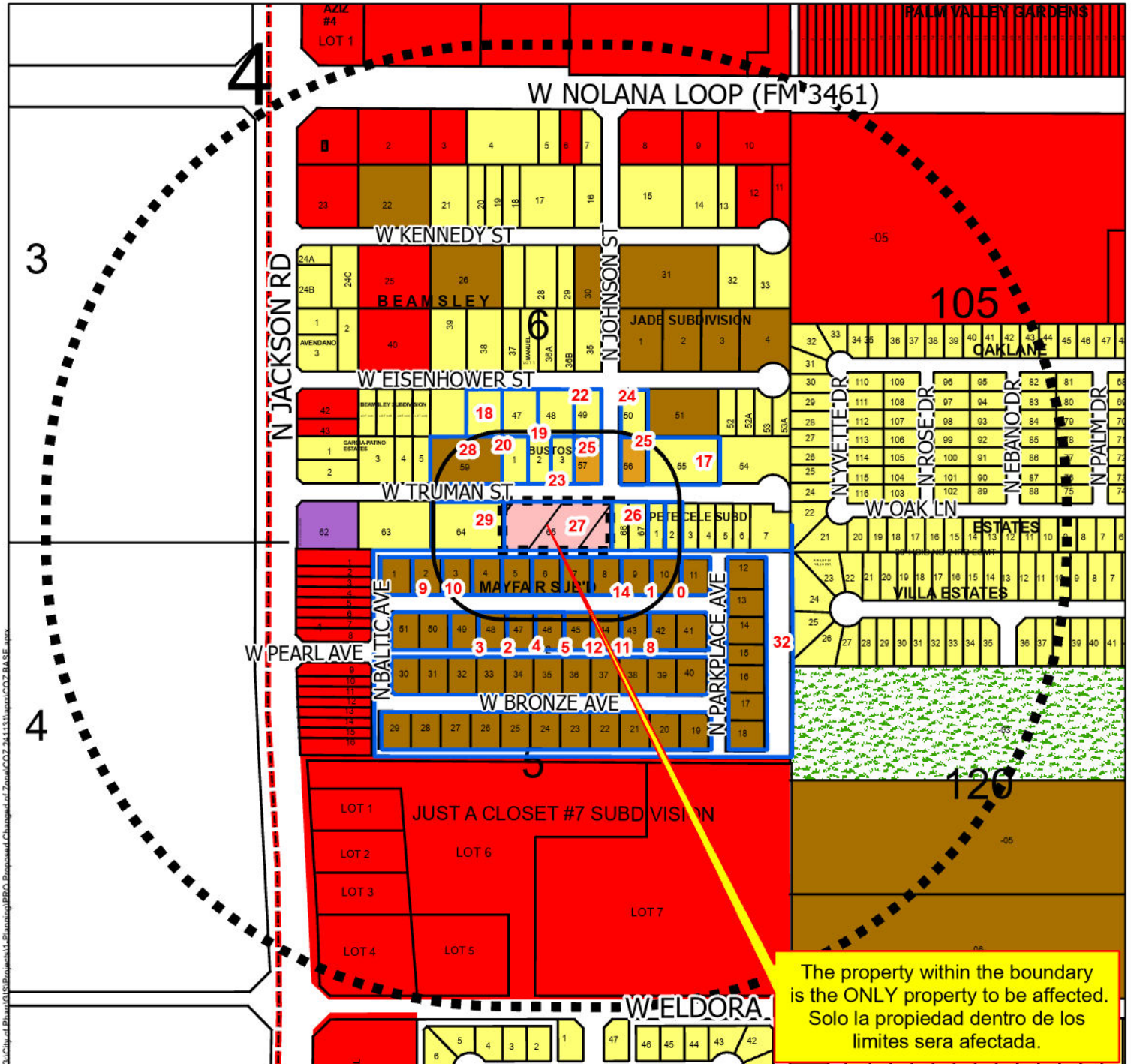
Notify

Subject Property

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



ZONING



- Quarter Mile Radius
- 200ft Buffer
- Notify
- Subject Property

Zoning

ZONE

- Agricultural Open Space

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

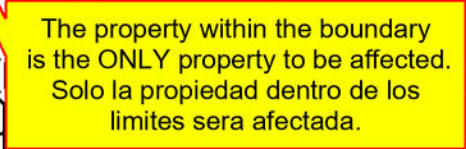
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial

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

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.

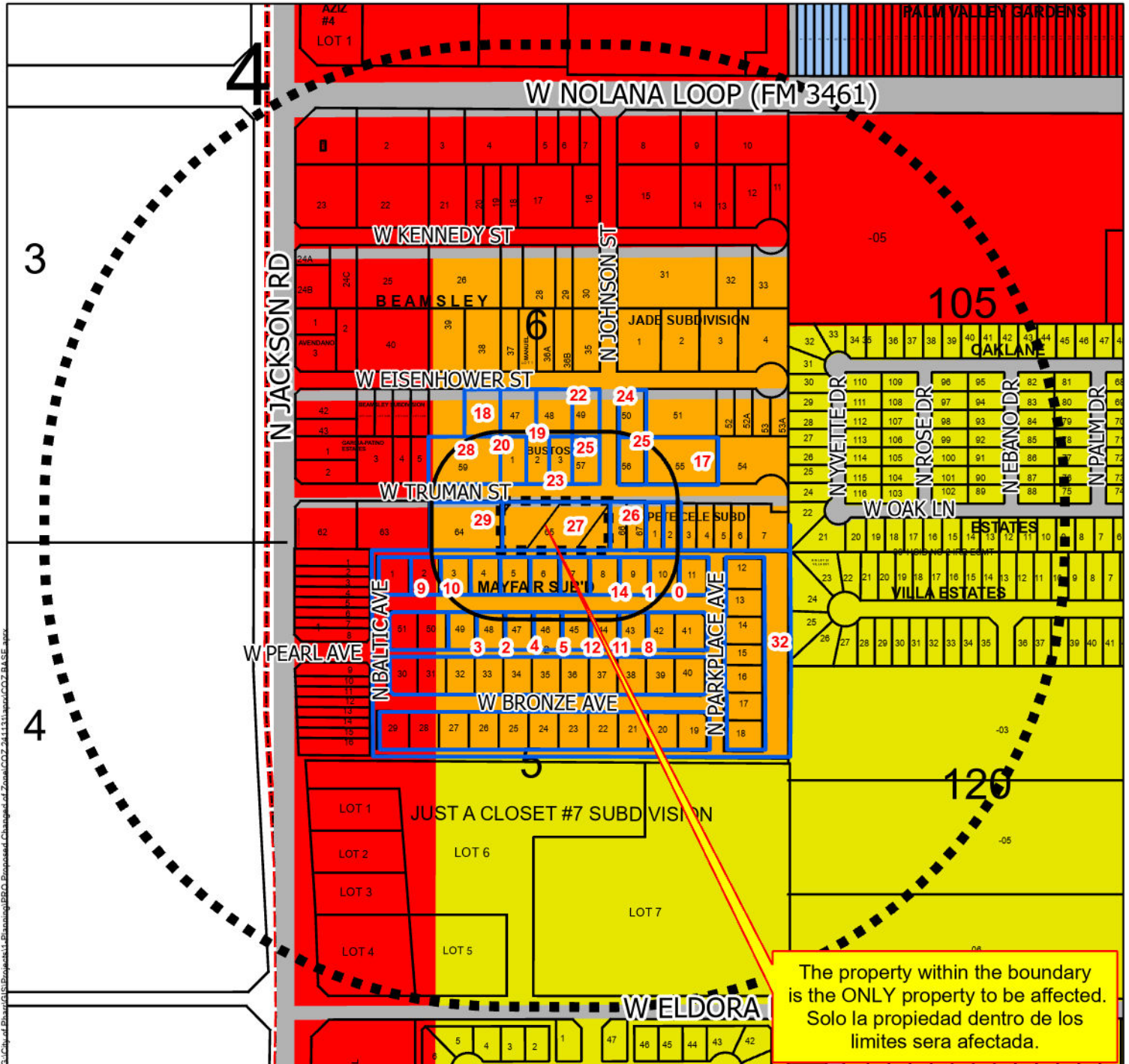


City of Phoenix Planning Projects 1. Planning PRO Proposed Changed of Zone COZ 241131 and COZ BASE and



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





Future Land Use

FUTURELAND

- Irrigation
- Agriculture

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

- Quarter Mile Radius
- 200ft_Buffer
- Notify
- 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.



[illegible]

GREEN
AREA

GREEN
AREA

9 PARKING SPACES

13 PARKING SPACES

4' CONCRETE WALK

4' CONCRETE WALK

~~BUILDING 1~~

~~BUILDING 2~~

OFFICE

STORAGE

4' CONCRETE WALK

9 PARKING SPACES

9 PARKING SPACES

STORAGE

BUILDING 4

BUILDING 5

~~BUILDING 6~~

4' CONCRETE WALK

BUILDING 3

GREEN AREA

GREEN AREA

4" CONCRETE WALK

GREEN AREA

GREEN AREA

GREEN AREA

287.0'



Pharr
Development Services



Site Photo

1215 West Truman Street





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.2.

DATE SUBMITTED: December 27, 2024

MEETING DATE: January 6, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Red Robin Restaurant 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 Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 409 South Jackson Road. CUP#030747 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Red Robin Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 19th renewal for Red Robin Restaurant.

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 the 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 - 12/27/2024
Approved - 1/2/2025
Final Approval - 1/3/2025



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JANUARY 06, 2025

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#030747 (RED ROBIN RESTAURANT)
--

GENERAL INFORMATION:

APPLICANT: Red Robin Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 409 South Jackson Road.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE
COMPLIANCE:**

Recommends approval of
the Conditional Use Permit.

HEALTH:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT SERVICES
RECOMMENDATIONS:**

Development Services recommends **approval** of the 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 the 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

January 06, 2025

Conditional Use Permit **Renewal** for ABC –

Red Robin Restaurant

Background:

Red Robin Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 19th renewal for Red Robin Restaurant.

The property is located at 409 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

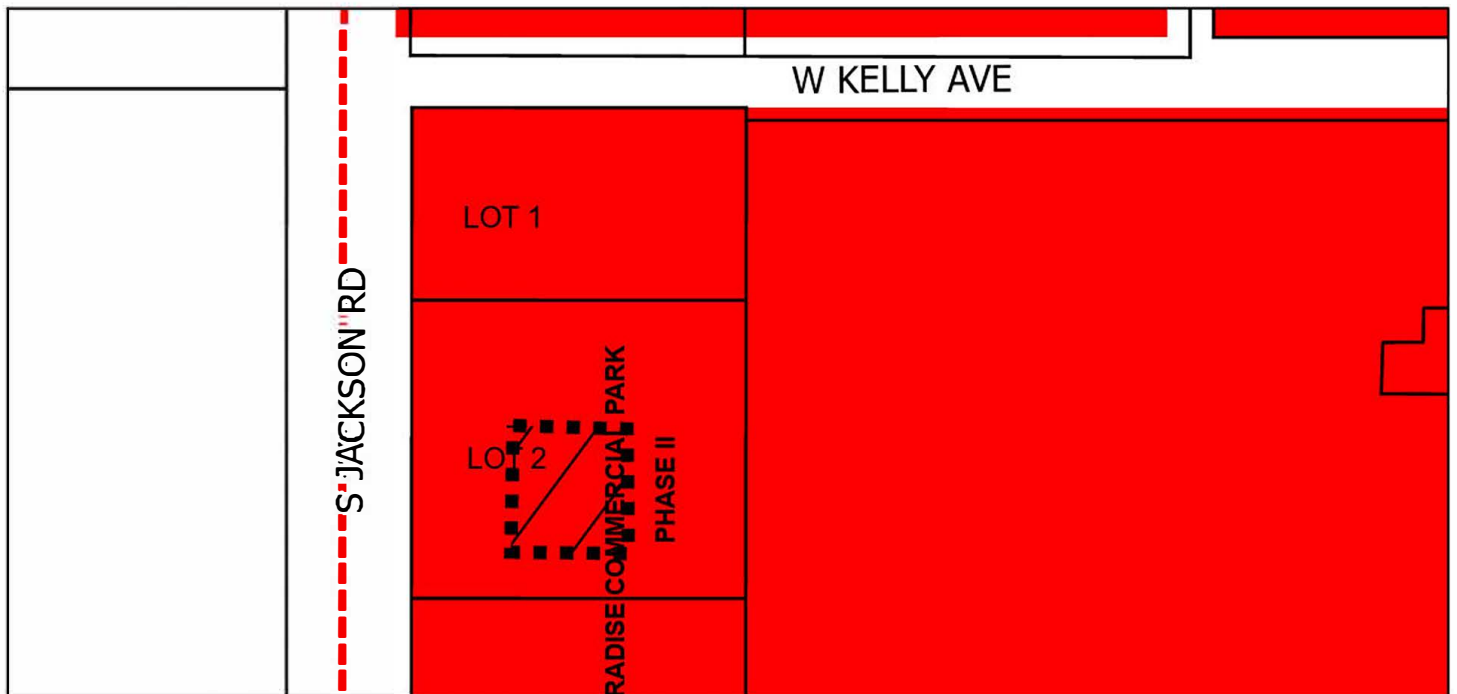
Recommendations:

Staff recommends **approval** of the renewal request for 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
 409 S JACKSON RD
 Lot 2, PARADISE COMMERCIAL PARK
 PHASE II SUBDIVISION
 RED ROBIN RESTAURANT

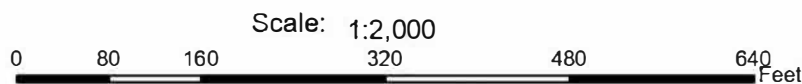


G:\City of Pharr\GIS\Projects\11-Planning\PRO CUP Renewal\CUP_Renewal 409 S JACKSON RD RED ROBIN\CUP_Renewal Base.aprx



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

City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 11/21/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.3.

DATE SUBMITTED: December 27, 2024

MEETING DATE: January 6, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, 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 Lot 1, P&T Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2710 North Cage Boulevard. CUP#231031 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, 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 constitutes the 1st renewal for 7-Eleven Convenience Store's and Stripes Stores.

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 the 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 - 12/27/2024
Approved - 1/2/2025
Final Approval - 1/3/2025



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JANUARY 06, 2025

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#231031 (7-ELEVEN CONVENIENCE STORE'S AND STRIPE'S STORES)
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GENERAL INFORMATION:

APPLICANT: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, 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 Lot 1, P&T Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2710 North Cage Boulevard.

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

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

**FIRE
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**CODE
COMPLIANCE:**

Recommends approval of
the Conditional Use Permit.

HEALTH:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT SERVICES
RECOMMENDATIONS:**

Development Services recommends **approval** of the 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 the 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

January 06, 2025

Conditional Use Permit **Renewal** for ABC – 7-Eleven Convenience Store's and Stripes Stores

Background:

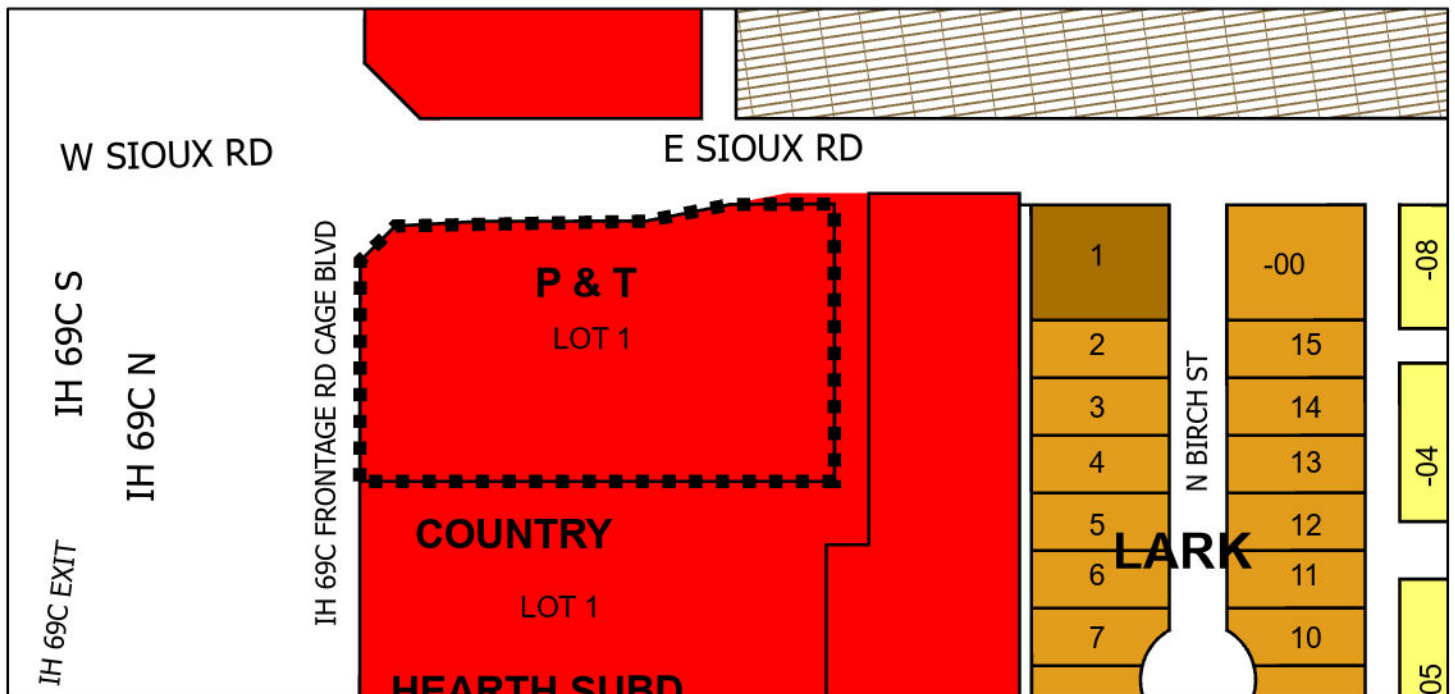
7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 1st renewal for 7- Eleven Convenience Store's and Stripes Stores.

The property is located at 2710 North Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

CUP Renewal
7-ELEVEN
2710 N CAGE BLVD
LOT 1 P&T SUBDIVISION
ARTHUR RUBINETT



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1:2,000

0 80 160 320 480 640 Feet



Date: 11/25/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: December 17, 2024

MEETING DATE: January 6, 2025

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

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

Classification: Regular

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

Issue: The term of Golf Course Advisory Board Member Nyle Gruhn will expire on January 23, 2025.

Fiscal Consideration: N/A

Staff Recommendation: The board appoint a new board member, Sandalio Martinez Jr.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
City Management Office

Created/Initiated - 12/17/2024
Approved - 1/3/2025
Final Approval - 1/3/2025

STATE OF TEXAS { }

COUNTY OF HIDALGO { }

CITY OF PHARR { }

R E S O L U T I O N
NO: R-2025-

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 99-23, has created and appointed Tierra del Sol Golf Club Advisory Board composed of nine members who shall be residents of the City of Pharr and serve a term of two and three years. Any member of the Committee may be reappointed by the City Commission upon completion of a full term.

WHEREAS, the term of Nyle Gruhn will expire on January 23, 2025; and

WHEREAS, the appointment/re-appointment of one (1) member needs to be made at this time; and such Board member shall perform his duties as may be prescribed by ordinance or state law.

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

The following person is hereby appointed as member of the Parks and Recreation Committee of the City of Pharr

NAME:

LENGTH OF TERM

- | | |
|----|------------------------------------|
| 1. | 2-Year Term (to expire on 1/23/27) |
|----|------------------------------------|

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 6th day of January, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: December 17, 2024

MEETING DATE: January 6, 2025

FROM: Cindy Bernal, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing two (2) members to the Keep Pharr Beautiful Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The term of the following Keep Pharr Beautiful board members will expire January, 2025.

Romeo Cantu
Marisa Oliva

We have made personal contact with them, and they have indicated their interest in continuing to serve.

Fiscal Consideration: n/a

Staff Recommendation: City commission approve the reappointment of the current board members.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Cindy Bernal
Sergio Alanis
City Management Office

Created/Initiated - 12/17/2024
Approved - 1/3/2025
Final Approval - 1/3/2025

STATE OF TEXAS { }

COUNTY OF HIDALGO { }

CITY OF PHARR { }

R E S O L U T I O N
NO: R-2025-

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 90-32, has created and appointed a Keep Pharr Beautiful Committee composed of seven members who shall be residents of the City of Pharr and serve a term of one year. Any member of the Committee may be reappointed by the City Commission upon completion of a full term.

WHEREAS, the terms of Romeo Cantu and Marisa Oliva will expire on January 3, 2025,

WHEREAS, appointment/re-appointment of two (2) member needs to be made at this time; and such Board member shall perform duties as may be prescribed by ordinance or state law.

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

The following persons are hereby appointed as members of the Keep Pharr Beautiful Committee of the City of Pharr

NAME:

LENGTH OF TERM

- | | |
|----|-----------------------------------|
| 1. | 1-Year Term (to expire on 1/3/26) |
| 2. | 1-Year Term (to expire on 1/3/26) |

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 6th day of January, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, TRMC
CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: January 3, 2025

MEETING DATE: January 6, 2025

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing four (4) members to the Pharr Economic Development Corporation II Board of Directors. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The terms of Marty Moore, Mario Lizcano, Reynaldo Perez and Michael Pacheco expired on September 4, 2024.

Therefore, appointment/re-appointment of members is needed at this time.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Victor Perez
City Management Office

Created/Initiated - 1/3/2025
Approved - 1/3/2025
Final Approval - 1/3/2025

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2025-__

WHEREAS, the Pharr Economic Development Corporation, Inc., was created pursuant to Section 48 of Article 5190.6 V.T.C.S.; and

WHEREAS, Article 5190-V.T.C.S., the Development Corporation Act of 1979, Section 48, provides that the Economic Development Corporation II shall be governed by seven (7) Directors appointed by the governing body of the City who shall serve a two (2) year term or at the pleasure of such governing body; and

WHEREAS, the terms of Marty Moore, Mario Lizcano, Reynaldo Perez, and Michael Pacheco expire on September 3, 2024; and

WHEREAS, appointment/re-appointment of four (4) members needs to be made at this time.

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

That the following persons are hereby appointed to the Board of Directors of the Pharr Economic Development Corporation, Inc.:

<u>NAME:</u>	<u>LENGTH OF TERM:</u>
1.	2-Year Term (to expire on 9/03/26)
2.	2-Year Term (to expire on 9/03/26)
3.	2-Year Term (to expire on 9/03/26)
4.	2-Year Term (to expire on 9/03/26)

Said Directors shall serve a two (2) year term or at the pleasure of the City Commission and shall assume the duties, responsibilities and powers provided by law and by the Articles of Incorporation and by-laws of the Pharr Economic Development Corporation II, Inc., immediately upon appointment.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of January 2025.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ, MAYOR

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: December 30, 2024

MEETING DATE: January 6, 2025

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on the purchase of hydraulic rescue tools from Siddons-Martin Emergency Group utilizing BuyBoard Cooperative Purchasing Contract Number 698-23 in the amount of \$172,748.40. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The Fire Department is in need of replacement hydraulic rescue tools for four (4) front line fire apparatus. The current rescue tools are between 15-20 years old, have become high maintenance and are unreliable. These tools are utilized to perform extrication of victims that have become entrapped during motor vehicle accidents or during other incidents requiring hydraulic powered tools for entrapments.

The department is proposing to purchase four sets of tools from Siddons-Martin Emergency Group utilizing BuyBoard Cooperative Purchasing Contract Number 698-23 in the amount of \$172,748.40. - Project No. 2425-01-515-P04-01

Fiscal Consideration: This item is budgeted in the FD's Fiscal Year 2024-2025 Capital Outlay Budget.

Staff Recommendation: Based on review by this office, staff recommends award of purchase to the Siddons-Martin Emergency Group utilizing BuyBoard Contract Number 698-23 in the amount of \$172,748.40.

Alternatives: Dis-approve purchase

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez

Mayra Gomez

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 12/30/2024

Approved - 12/30/2024

Approved - 1/2/2025

Approved - 1/3/2025

Final Approval - 1/3/2025



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:

Pharr Fire Dept., City of
118 S Cage Blvd
3rd Floor
Pharr, TX, 78577
USA

Document Info:

Quote #: 700-0021173
Taken By: Christopher Navarrete
Expiration Date: 01/02/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
160697	CU 5060 i CUTTER CORE HOL-150.012.289	4.00 / EA	8,013.00	32,052.00
243234	SPREADER SP 5260 CORE TECH HOL-150.012.325	4.00 / EA	9,247.00	36,988.00
243349	TELESCOPIC RAM CORE TECH TR 5340 PUSH ONLY NO LASER TR5340	4.00 / EA	5,000.00	20,000.00
160782	TR 5370 LP RAM WITH TELESCOPIC PLUNGER HOL-150.032.100	4.00 / EA	6,537.00	26,148.00
161109	SR 40 PC COE DUP PUMP GAS HOL-158.152.183	4.00 / EA	10,408.00	41,632.00
161189	HYDRAULIC CORE HOSE 32' BLUE 158.572.128	4.00 / EA	1,200.00	4,800.00
161186	HYDRAULIC CORE HOSE 32' ORANGE HOL-158.572.125	4.00 / EA	1,200.00	4,800.00
300056	FREIGHT Estimate Only FREIGHT	1.00 / EA	3,000.00	3,000.00
300212	BUYBOARD #698-23 BUYBOARD	1.00 / EA	3,328.40	3,328.40

Total of All Services

Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$169,748.40	Sublet total	\$0.00
Freight total	\$3,000.00	Core charges	\$0.00
		Sales tax	\$0.00

Total: \$172,748.40



Vendor Contract Information Summary

Vendor	Siddons Martin Emergency Group, LLC
Contact	Jeffrey Doran
Phone	1-800-784-6806
Email	omt@siddons-martin.com
Vendor Website	www.siddons-martin.com
TIN	27-4333590
Address Line 1	1362 East Richey
Vendor City	Houston
Vendor Zip	77073
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	net due upon delivery
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes
Return Policy	Returns may incur restocking fees