



**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
TUESDAY, JANUARY 21, 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. CITY MANAGER'S REPORTS: *(City Manager's Administrative Reports and discussion, if any, with governing body. The City Manager may also assign a designated spokesperson for any particular listed topic)*

- A) Submission of Sales Tax Collection Report for January 2025.
- B) Recognition of Rudolfo Martinez for 20 years of service.
- C) City Events of Interest

4. 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 January 06, 2025 - 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) PLATS:

1. Melden & Hunt Inc., representing Leah Marie Wise, Manager for Leah Wise Enterprises, LLC., A Texas Limited Liability Company, is requesting final plat approval of the proposed Crash Girl Subdivision. The property is legally described as being 1.441 acres out of Lot 100, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 4500 Block of North Interstate Highway-69C. SUB#240925 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

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

B) Consideration and action, if any on Resolution appointing two (2) members to the Pharr Memorial Library Board. **This item supports SG - Sound Governance and Fiscal Sustainability. (LIBRARY)**

6. ADMINISTRATIVE:

A) Update on Findings of Water and Wastewater Rate Study. **This item supports IF - Infrastructure. (FINANCE)**

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Amendment No. 1 in the amount of \$75,520.00 to the Professional Engineering Services Agreement with Trimad Consultants, LLC, for Lift Station Number 10, 18, & 40 Elimination Project. **This item supports IF - Infrastructure. (ENGINEERING)**

B) Consideration and action, if any, on Amendment No. 2 in the amount of \$547,250 to the Professional Engineering Services Agreement with GDJ Engineering, LLC, for the Moore Road Project. **This item supports IF- infrastructure. (ENGINEERING)**

C) Consideration and action, if any, authorizing City Manager to negotiate and execute service contract with Jordan Johnson Inc. from San Antonio, TX. for Professional Consulting Services focused on performance excellence and long-term financial sustainability. **This item supports SE - Service Excellence. (OSE)**

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 17th day of January 2025 at 5:00 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 17th day of January 2025



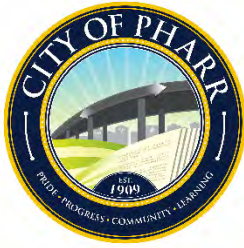
A handwritten signature in blue ink, appearing to read "Imelda Perez", is written over a horizontal line.

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 17, 2025

MEETING DATE: January 21, 2025

FROM: Jamison Merrick, Interim Finance
Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Submission of Sales Tax Collection Report for January 2025.

Classification: Regular

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

Issue: Sales Tax Highlights. The City of Pharr shows an INCREASE of 0.40% FYTD January 2025 True Growth compared to last FYTD January 2024 and a 2.89% INCREASE compared to last January 2024 payments.

Fiscal Consideration: N/A

Staff Recommendation: Presentation Only.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick

Created/Initiated - 1/17/2025

Jamison Merrick

Approved - 1/17/2025

Ricardo Rodriguez

Approved - 1/17/2025

Jamison Merrick

Approved - 1/17/2025

City Management Office

Final Approval - 1/17/2025



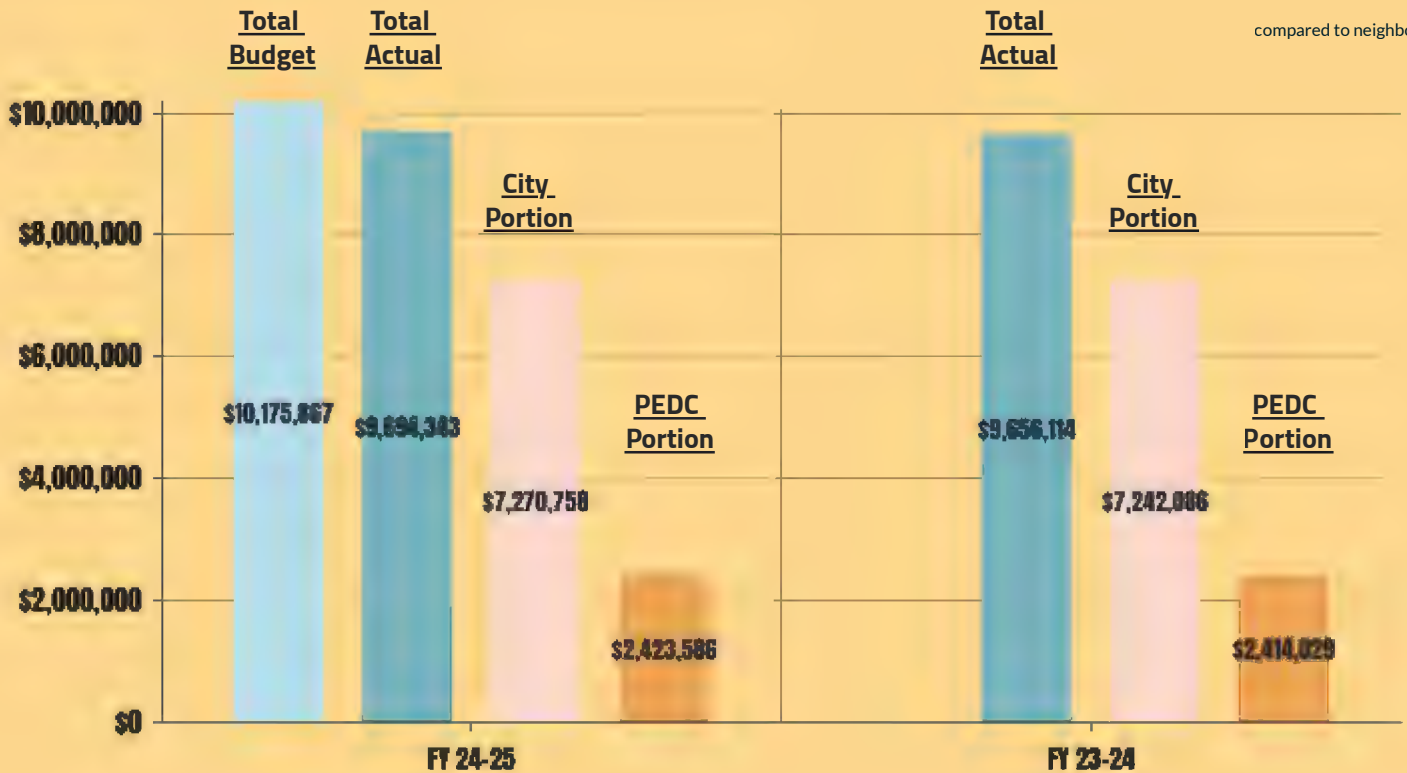
CITY OF PHARR SALES TAXES

as of January 2025
FY 2024-2025

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 6

compared to neighbor Cities



2.89% YTD

Increase in Sales Tax from
Last Year*



2.89%

Compared to January
2024 Cash Basis.



-4.7%

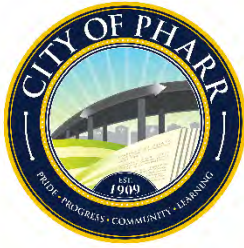
Below Budget

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

CREATED BY

City of Pharr Finance Department





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 3.B.

DATE SUBMITTED: January 15, 2025

MEETING DATE: January 21, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Villegas

Agenda Item: Recognition of Rudolfo Martinez for 20 years of service.

Classification: Regular

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

Issue: Recognition of Rudolfo Martinez for 20 years of service with the City of Pharr Municipal Court.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends recognition for years of service.

Alternatives: N/A

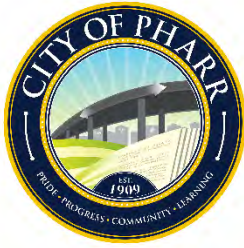
Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 1/15/2025
Final Approval - 1/15/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 3.C.

DATE SUBMITTED: January 17, 2025

MEETING DATE: January 21, 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:

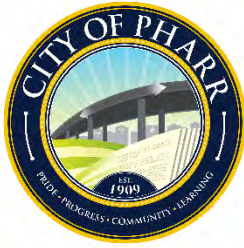
Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 1/17/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: January 17, 2025

MEETING DATE: January 21, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for January 06, 2025 - 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 January 06, 2025 - Regular Called Meeting

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Minutes as presented

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Alessandra Garcia
City Management Office

Created/Initiated - 1/17/2025
Final Approval - 1/17/2025

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JANUARY 6, 2025
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, January 6, 2025 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Daniel Chavez

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Maria Rangel, City Engineer
Jamison Merrick, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Keyla Jalife, O.S.E. Asst. Director
Ruben Rosales, Public Utilities 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.
Victor Perez, PEDC Director
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
January 6, 2025

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

Alternate Mayor Pro Tem Carrillo called the meeting to order at 4:01 p.m. Roll call established a quorum.

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

Comm. Pacheco was not present at the time of roll call but arrived at 4:09 p.m.

Mayor Hernandez was not present at the time of roll call but arrived at 4:10 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 4. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

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

B) IT'S TIME TEXAS COMMUNITY CHALLENGE PLEDGE

Jonathan Flores, City Manager, introduced the item.

Abel Molina, Interim Special Events Director, and Vanessa Soto, Special Events Coordinator, invited the City Commission to accept the Healthier Texas challenge. They stated there would be several free community events throughout the City that would promote wellness and invited the community to join us at these events.

C) RECOGNITION OF GRADUATES FROM THE CERTIFIED PUBLIC MANAGER PROGRAM

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January 6, 2025

Jonathan Flores, City Manager, introduced the item. He recognized David Friedlein, Assistant City Manager; Hilda Pedraza, Assistant City Manager; Albert Gonzalez, Assistant Fire Chief; and Alessandra Garcia, Assistant City Clerk for obtaining their Certified Public Manager certification. He stated this was a fourteen (14) month nationally accredited program that helps with leadership and management skills. He further congratulated them for their hard work and dedication to this program.

All staff thanked City Management and the City Commission for allowing them the opportunity to attend program and stated they would apply the skills learned to better assist the community of Pharr.

D) RECOGNITION OF PHARR EMS FIRST ON-SCENE BLOOD TRANSFUSION

Jonathan Flores, City Manager, introduced the item.

Danny Ramirez, EMS Chief, stated EMS staff responded to a medical call on December 9, 2024 regarding a female with severe bleeding and stated the quick action and treatment to this patient saved her life. He presented EMS staff Vanessa Gurrola, Andrew Gonzalez and Elsa Castillo with Clinical Excellence Commendations Award for their response to medical call that required a blood transfusion.

Danny Ramirez, EMS Chief, further stated the City of Pharr had just implemented the Whole Blood Transfusion Program and they had already used it to save a life and it was a great accomplishment for the department.

E) CITY EVENTS OF INTEREST

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

Yuri Gonzalez, Chief Communications Officer, presented video recaps of EMS Press Conference, Winter Texan Tamaladas, and New Year's Eve Ball Drop event.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported the City of Pharr would be celebrating its 116th birthday and the celebration would take place on Thursday, January 16, 2025 at 200 S. Cage Blvd. from 6:00 p.m. to 8:00 p.m. She stated there would be cake, a piñata, music and games for the entire family and extended an invite for everyone to come join us in celebrating.

ITEM 5. 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, REQUESTED 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, REQUESTED 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, REQUESTED 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.**

Jonathan Flores, City Manager, introduced the consent agenda and recommended Item 5.B remain tabled and approval of remaining consent agenda items.

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January 6, 2025

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

Ordinance No. O-2025-01 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 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)

Jonathan Flores, City Manager, introduced the item and recommended to table the item.

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

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)

Jonathan Flores, City Manager, introduced the item and recommended the reappointment of Romeo Cantu and Marisa Oliva to the Keep Pharr Beautiful Board.

Comm. Carrillo **moved** to reappoint Romeo Cantu and Marisa Oliva to the Keep Pharr Beautiful Board. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2025-01 is filed with the City Clerk's Office.

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)

Jonathan Flores, City Manager, introduced the item and recommended the reappointment of Comm. Michael Pacheco, Reynaldo Perez, Mario Lizcano and the appointment of Romeo Cantu to the Pharr Economic Development Corporation II Board.

MINUTES: REGULAR CALLED MEETING
January 6, 2025

Comm. Carrillo **moved** to reappoint Comm. Michael Pacheco, Reynaldo Perez, Mario Lizcano and appoint Romeo Cantu to the Pharr Economic Development Corporation II Board. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2025-02 is filed with the City Clerk's Office.

ITEM 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)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 8. CLOSED SESSION

None

ITEM 9. RECONVENE

None

ITEM 10. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:27 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

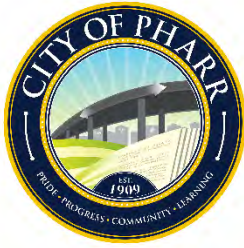
MINUTES: REGULAR CALLED MEETING
January 6, 2025

ON THIS THE 6th DAY OF JANUARY 2025 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 #: 4.B.

DATE SUBMITTED: January 16, 2025

MEETING DATE: January 21, 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 approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
City Management Office

Created/Initiated - 1/16/2025
Approved - 1/17/2025
Final Approval - 1/17/2025

O-2025-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 22.94 ACRES OF LAND MORE OR LESS, BEING PART OF PORTION OF LOT 255, KELLY-PHARR SUBDIVISION OF PORCIONES 69 AND 70, LOCATED ON 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 21st day of January 2025.

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:

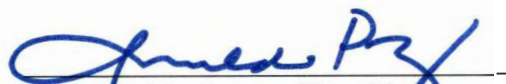
1. Monday, November 18, 2024, at 4:00 p.m. at the Pharr City Commission Room located at 118 S. Cage Boulevard, 2nd floor, Pharr, Texas.

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: §

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 herein, 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:

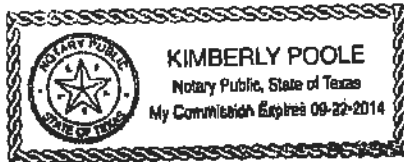
Barbara Evans Williams
BARBARA EVANS WILLIAMS,
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF ANNA MAE KELLY, DECEASED

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 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.

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'

S 81°27'24" E 790.00'

55.00'

P.O.C.

N. E. CDR.
LOT 255

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 HINDJOSA P.E.

PROJECT INFORMATION	
SURVEYED DATE:	
JOB NO.:	
DRAWN BY:	
CHECKED BY:	
REVISIONS:	



C.J. & S. ENGINEERS, INC.
317 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (958) 618-1551
FAX (958) 618-1547
www.cjsa.com
TBPFS 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
January 21, 2025	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	



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

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

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

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

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

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

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

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

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

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

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

Owner's Printed Name: _____

Owner's Signature: _____ Date: _____

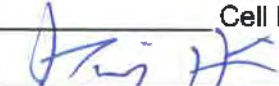
OWNER INFORMATION – Please fill out a separate sheet for each owner of record

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

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

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

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

Owner's Signature:  Date: 10/3/24

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)

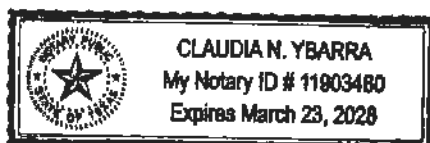
Print Name (Owner) Javier Hinojosa (Auth. Agent) Signature (Owner) [Signature]
 Print Name (Owner) _____ Signature (Owner) _____

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.



[Signature]
 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:

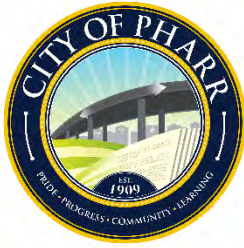
A6F3465B34842B...

Debra Brooks co-managing partner
Kelfam, Ltd.

DocuSigned by:

A20C86C63B61472...

Janet Cavanaugh
co managing partner



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.C.

DATE SUBMITTED: January 17, 2025

MEETING DATE: January 21, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

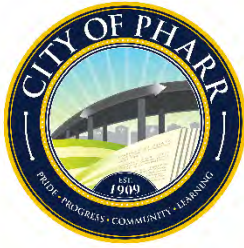
Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 1/17/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.C.1.

DATE SUBMITTED: January 16, 2025

MEETING DATE: January 21, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden & Hunt Inc., representing Leah Marie Wise, Manager for Leah Wise Enterprises, LLC., A Texas Limited Liability Company, is requesting final plat approval of the proposed Crash Girl Subdivision. The property is legally described as being 1.441 acres out of Lot 100, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 4500 Block of North Interstate Highway-69C. SUB#240925 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Melden & Hunt Inc., representing Leah Marie Wise, Manager for Leah Wise Enterprises, LLC., A Texas Limited Liability Company, is requesting final plat approval of the proposed Crash Girl Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Crash Girl Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Crash Girl Subdivision at their meeting on January 13, 2025. There were six members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 1/16/2025
Approved - 1/17/2025
Final Approval - 1/17/2025



MEMORANDUM

DATE: TUESDAY, JANUARY 21, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CRASH GIRL SUBDIVISION
FILE NO. **SUB#240925**

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Leah Marie Wise, Manager for Leah Wise Enterprises, LLC, A Texas Limited Liability Company, is requesting final plat approval of the proposed Crash Girl Subdivision.

LEGAL DESCRIPTION: The property is legally described as being 1.441 acres out of Lot 100, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 4500 Block of N. IH 69C.

ZONING: The property is currently zoned Limited Industrial District (L-I). The adjacent zones are Limited Industrial District (L-I) to the north, east, south and west. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Law office/retail.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Crash Girl Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:**

1. Streetlights shall be 250' max spacing, show along streets.
2. Show R.O.W. dedicated by plat.

EASEMENTS:

1. No overlapping easements, if any.
2. Show all the dedicated easements on the plat (label existing or dedicated by plat).
3. If lots 1 & 2 have a common access and parking, please provide plat note.
4. Show on plat layout the existing recorded plat on the east side of the proposed property and show all existing easements.
5. Easements shall be 15' Exclusive to City of Pharr, for water or sewer lines within property, if any.

**SIDEWALK:
ADA:**

1. See attached comments.

FIRE PROTECTION:

1. See attached comments.

WATER:

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

SEWER:

1. See attached comments.
2. Sewer service will be done by developer at building permit phase.
3. Follow City of Pharr construction standards manual.

DRAINAGE:

1. Provide detention directive on plat note.
2. See attached comments.

OTHER:

1. Need signatures on plat (engineer and surveyor).
2. On metes & bounds label gross and net.
3. Lots 1 & 2, Label gross or net.
4. Provide updated street names for plat layout, metes & bounds and location map.
5. Provide a KMZ File and a DWG CADD format file.
6. H.C.I.D. #2 verify with district for any issues. (comments attached)
7. Label all monuments.
8. Improvements will be escrow to record subdivision, amount as per project engineers cost estimate: \$ 53,100.00
9. Staff comments attached.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Crash Girl Subdivision at their meeting on January 13, 2025. There were six members present and voting.



MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

TBPELS Firm # F-1435
TBPELS # 10096900

1/2/2025

CRASH GIRL SUBDIVISION ENGINEER'S ESTIMATE - PUBLIC IMPROVEMENTS

WATER IMPROVEMENTS:		Quantity	Unit	Unit Price	Item Total
1.	2" Domestic water service connection	1	EA	\$ 2,800.00	\$ 2,800.00
2.	1" Irrigation service connection	1	EA	\$ 1,200.00	\$ 1,200.00
3.	12" PVC C-900	220	LF	\$ 65.00	\$ 14,300.00
4.	12"x8" Reducer	4	EA	\$ 1,100.00	\$ 4,400.00
5.	12" gate valve w/ Box	4	EA	\$ 4,800.00	\$ 19,200.00
6.	8" gate valve w/ Box	4	EA	\$ 2,800.00	\$ 11,200.00
Total Water Improvements:					\$ 53,100.00

TOTAL IMPROVEMENTS: \$ 53,100.00

Inspection Fee	3%	\$	53,100.00	\$	1,593.00
Testing Fee	3%	\$	53,100.00	\$	1,593.00

Total Improvements City Fee: \$ 3,186.00

Total Escrow: \$ 56,286.00

Mario A. Reyna, P.E.



STAFF REVIEW MEETING FOR: *CRASH GIRL SUBDIVISION*

COMMENTS:

Initials: LR.

October 15, 2024

WATER:

- Easements will need to be 15' exclusive to the City of Pharr.
- Water line on N.281 will need to upgrade to 12" PVC C-900.
- Water line on E. Nolana Rd. Will need to upgrade to 12" PVC C-900.
- Will need to obtain RULIS permit from TX DOT for water line relocation.
- Will need to reconnect existing water services to the new water line after passed pressure test and bacteria test.
- Water meter boxes must be installed before installing the meter.
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual

SEWER:

- Easements will need to be 15' exclusive to the City of Pharr.
- Sewer services will need to be 6" PVC SDR26.
- Will need to obtain RULIS permit from TX DOT for sewer services installation.
- Will need to install PVC wye's gasket to gasket.
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual.

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

Print Name: _____

Signature: _____

Date: _____



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

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

Subdivision: PRELIMINARY CRASH GIRL

Reviewed by: J. GONZALEZ

10/16/2024

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be **PAINTED SILVER** in Color with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2018. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A \$25.00 fee for each **BLUE MARKER** to be affixed on pavement by city to indicate location of the fire hydrant. FIRE HYDRANT COLOR MAY BE **YELLOW OR RED** FROM MANUFACTURE AND FINISHED WITH A COAT OF **ALUMINUM (SHERWIN-WILLIAMS SILVER BRIGHT 631-1336)** AS-PER CITY OF PHARR STANDARD SECTION IV-3. A.11.
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (FIRE LANE – TOW AWAY ZONE).
11. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2018; where security gates are installed, with a minimum of

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

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

Additional Comments:

- 1. Shall upgrade existing waterlines from an 8 inch waterline to a 12 inch waterline due to City of Pharr standards please see note #1.**
- 2. Shall replace fire hydrants if inoperable.**



Staff Review

DATE: 10/16/2024

Crash Girl Subdivision

1.44 Acres

Pharr Tx, 78577

Plat Notes:

- **No comments**

General Notes:

- **Include a Sediment Erosion Control Plan.**
- **Submit a proposed Drainage Plan with details of outfall, detention pond, and elevations.**

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Crash Girl Subdivision

DATE: October 17, 2024

REVIEW: Preliminary (comments plans dated 10-4-2024)

PLAT

1. Signature from P.E. & R.P.L.S. required.
2. Will a drainage easement be proposed?

SITE PLAN

1. As per Public utilities, waterline on the west side shall be required to be upgraded to a 12"-in PVC line inside the exclusive utility easement.

DRAINAGE

1. Drainage plan to be reviewed and approved at building permit stage.
2. TxDot discharge permit required for inlet tie-in. Tx-Dot standards may require an 8"-in bleeder, no more, no less.
3. Stabilize detention pond using sod or hydro-mulch.
4. Concrete slope protection shall be required for all discharge points.

CLOSEOUT DOCUMENTS

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

ADDITIONAL COMMENTS:

STANDARD REQUIREMENTS

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

From: [John Salinas](#)
To: [Eddie Martinez](#)
Cc: jl_hcid2@att.net
Subject: Crash Girl Subdivision
Date: Friday, October 11, 2024 4:18:02 PM

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

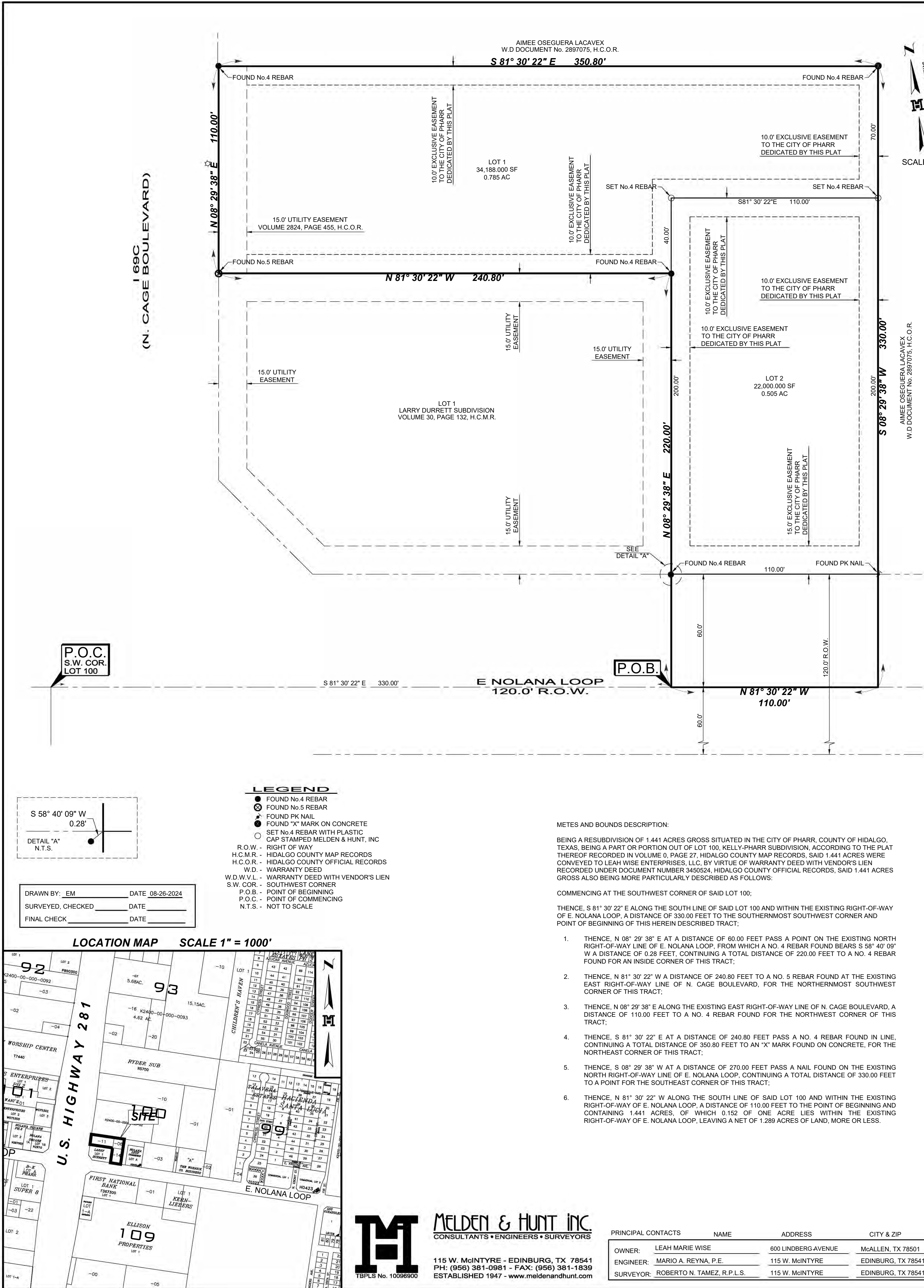
Hello Eddie,

Upon initial review, HCID2 claims and updates needed for the proposal:

1. We have the general right of way covering all the lot V 19, Pg 129 and V 19, Pg 257.
2. Add Kelly-Pharr Subdivision to the P.O.C. label after lot 100.
3. In the signature block, use the digit 2 instead of the spelling.
4. This tract is excluded from the District – no petition form is required.

If there are any questions, please advise and thank you!

John Salinas
Hidalgo County Irrigation District No. 2
P.O. Box 6
San Juan, TX 78589
Phone: (956) 787-1422
Fax: (956) 781-7622
Email: jbsalinas@hcid2.org



MAP OF
CRASH GIRL SUBDIVISION
BEING A RESUBDIVISION OF 1.441 ACRES OUT
OF LOT 100,
KELLY-PHARR SUBDIVISION
CITY OF PHARR,
HIDALGO COUNTY, TEXAS

GENERAL NOTES :

- PARTIALLY IN FLOOD ZONE DESIGNATION: ZONE "B"
ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY PANEL NUMBER: 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982.
- MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE TOP OF CURB OF ROAD MEASURED AT FRONT CENTER OF LOT.
- SETBACKS: AS PER CITY OF PHARR ORDINANCE
- STORM WATER IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THE SITE DEVELOPMENT HAS ESTIMATED THAT AN APPROXIMATELY 4,989 C.F. 0.115 ACRES-FEET WILL BE REQUIRED FOR DETENTION. 2,715 C.F. OF DETENTION FOR LOT 1 AND 2,274 C.F. OF DETENTION FOR LOT 2. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.
NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
- BENCH MARK CITY OF PHARR'S BENCH MARK: BM #62 LOCATED CLOSE TO SOUTHWEST INTERSECTION OF E. OWASSA ROAD AND N. VETERANS BOULEVARD ("I" ROAD)
NORTHING=16614974.217 EASTING=1093872.455 ELEVATION=103.12
BENCH MARK: LOCATED ON A SQUARE CUT 46 FEET FROM THE EAST LOT LINE ALONG E. NOLANA LOOP (E. EARLING ROAD).
NORTHING=16610025.374 EASTING=1091645.578 ELEVATION=102.92
- NO BUILDING ALLOWED OVER ANY EASEMENT GRANTED BY THIS PLAT.
- CONSTRUCTION WILL COMPLY WITH T.P.D.E.S. REQUIREMENTS AND SITE'S STORM WATER POLLUTION PREVENTION PLAN.
- A 5' SIDEWALK WITH ADA COMPLIANT RAMPS AND LANDINGS WILL BE REQUIRED ALONG THE EAST SIDE OF U.S. HIGHWAY 281 (NORTH CAGE BOULEVARD) AND THE NORTH SIDE OF E. NOLANA LOOP (E. EARLING ROAD) AT BUILDING PERMIT.
- LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
- OWNER(S) TO MAINTAIN DETENTION/RETENTION AREA.
- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
- OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.

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

APPROVED THIS THE ____ DAY OF _____, 20 ____.

DANNY WYLIE
CHAIRMAN, PLANNING & ZONING COMMISSION

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

AMBROSIO HERNANDEZ, MAYOR, CITY OF PHARR

ATTEST: CITY CLERK

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "CRASH GIRL SUBDIVISION" TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

LEAH WISE ENTERPRISES, LLC, A TEXAS LIMITED LIABILITY COMPANY

LEAH MARIE WISE, MANAGER
600 LINDBERG AVENUE
MCALLEN, TX 78501

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LEAH MARIE WISE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE

DAY OF _____, 20 ____.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE ____ DAY OF _____, 20 ____.

MARIO A. REYNA, PROFESSIONAL ENGINEER No.117368
STATE OF TEXAS

DATE PREPARED: 08-26-24
ENGINEERING JOB No. 24098.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435



STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF PHARR, TEXAS.

DATED THIS THE ____ DAY OF _____, 20 ____.

ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No.6238
STATE OF TEXAS

DATE SURVEYED: 08-05-2024
1-1229 POS. 38-37
SURVEY JOB # 24098.08



HIDALGO COUNTY IRRIGATION DISTRICT NO. TWO

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. TWO ON THIS THE ____ DAY OF _____, 2024.

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

PRESIDENT SECRETARY



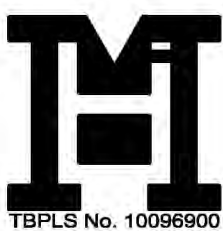
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

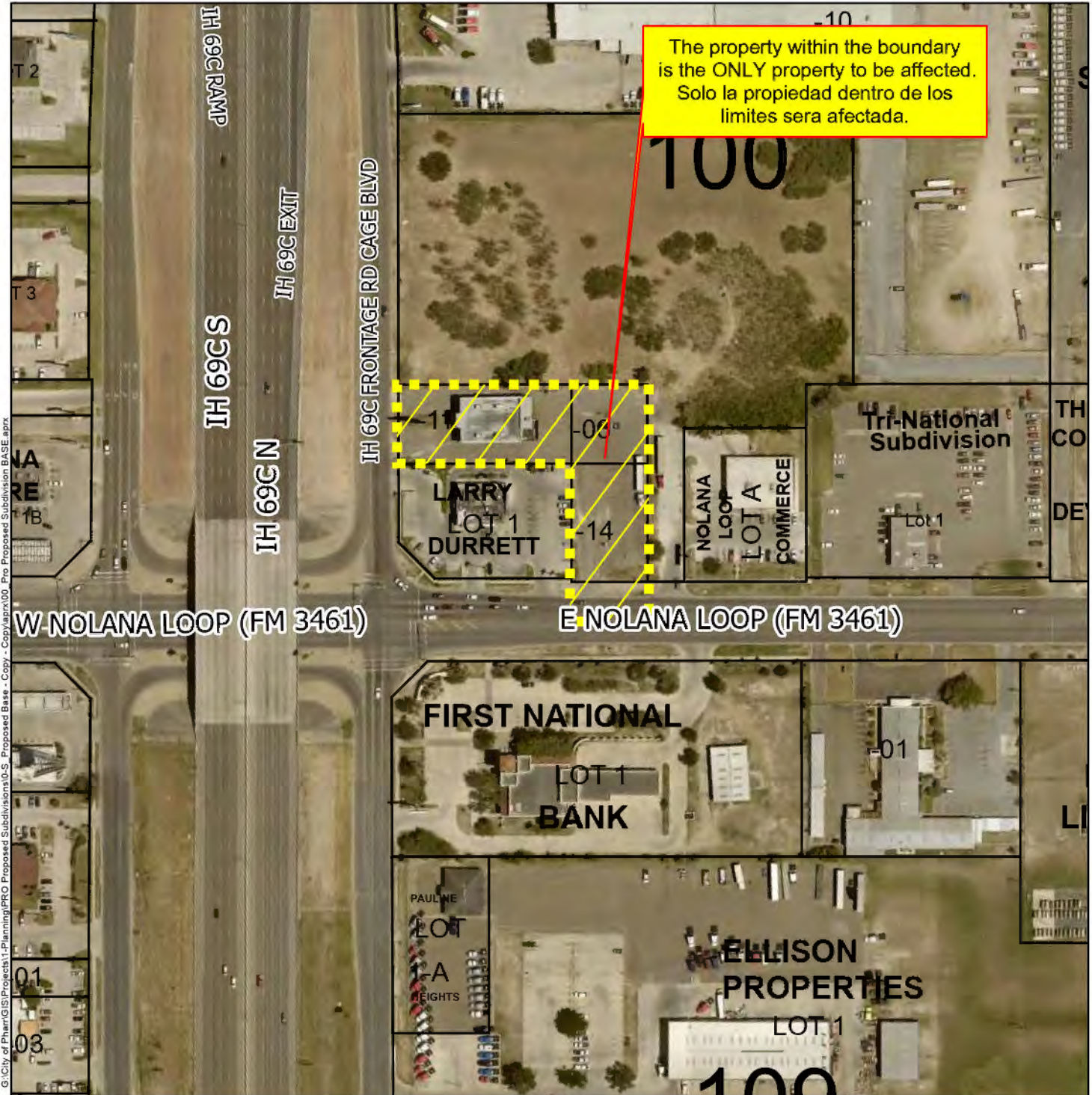
PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	LEAH MARIE WISE	600 LINDBERG AVENUE	MCALLEN, TX 78501	C/O (956) 381-0981	(956) 381-1839
ENGINEER:	MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

AERIAL



 Subject Property

City of Pharr, Texas
Engineering Department
956.702.5355

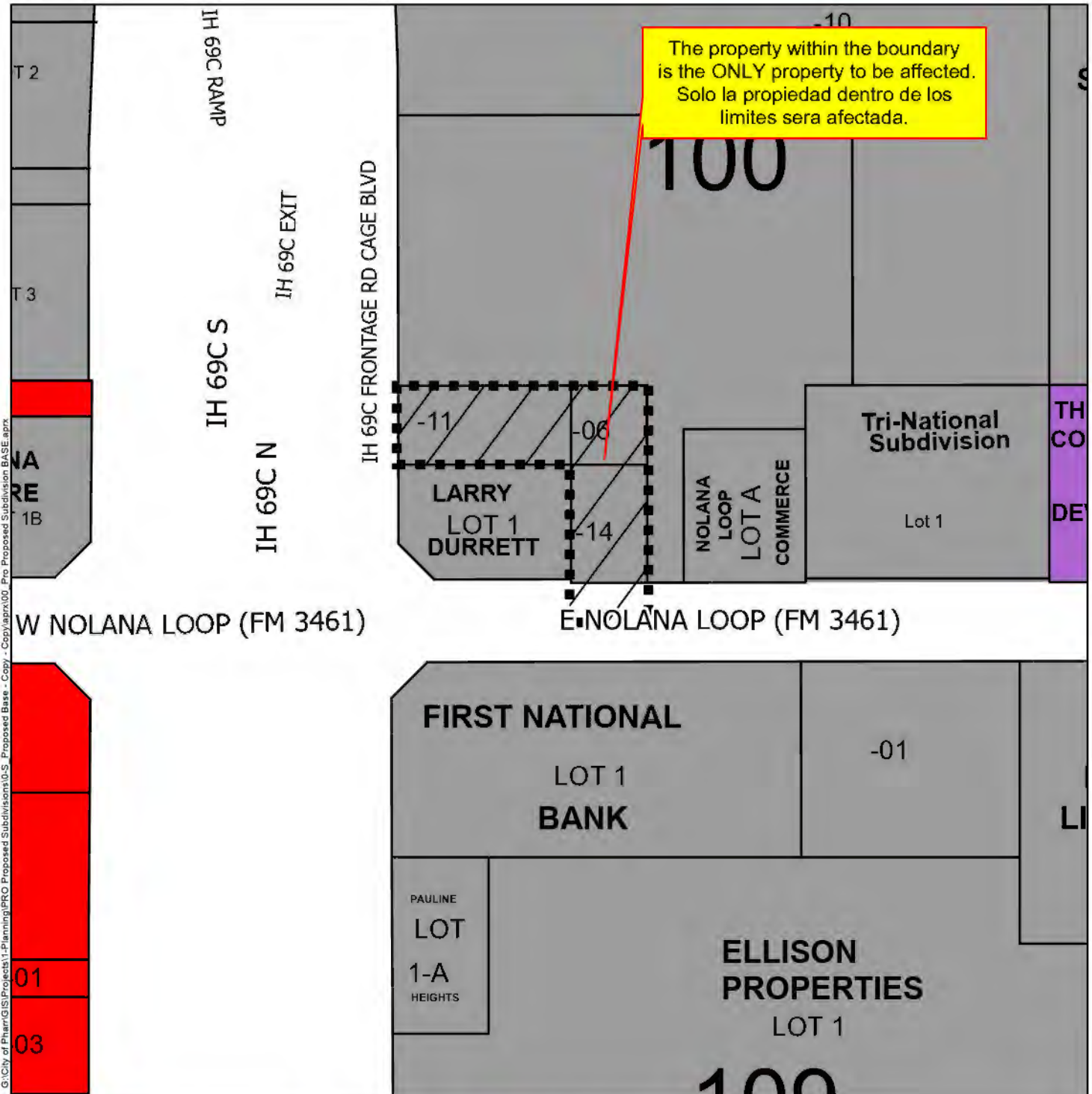
Scale: 1:2,400

0 100 200 400 600 800 Feet



Date: 10/21/2024

ZONING



- | | | | |
|--|--|---|--|
|  Subject Property |  Mobile Home |  Business District |  Office Professional |
|  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 | |





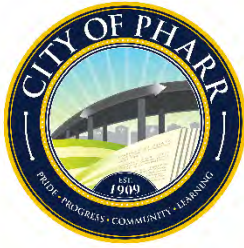
Pharr
Development Services



Site Photo

4500 Block of N. IH 69C.





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: January 9, 2025

MEETING DATE: January 21, 2025

FROM: Imelda Perez, City Clerk

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. **(TABLED)** 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.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Sergio Alanis
David Friedlein
Ricardo Rodriguez
City Management Office

Created/Initiated - 1/9/2025
Approved - 1/15/2025
Approved - 1/15/2025
Approved - 1/17/2025
Final Approval - 1/17/2025

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) |
|----|------------------------------------|

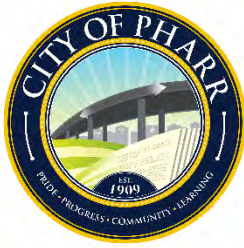
PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 6th day of January, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: January 17, 2025

MEETING DATE: January 21, 2025

FROM: LINDA DEL TORO, Secretary

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

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

Classification: Regular

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

Issue: The Library board currently has two vacancies, We would like to appoint two members to Library Board. Nora Galvan and Joly Sanchez expressed interest in serving.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends Nora Galvan and Joly Sanchez to be appointed as new members

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

LINDA DEL TORO

Adolfo Garcia

David Friedlein

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 1/17/2025

Approved - 1/17/2025

Approved - 1/17/2025

Approved - 1/17/2025

Approved - 1/17/2025

Final Approval - 1/17/2025

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

RESOLUTION

NO: R-2025-_____

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

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

WHEREAS, 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 CITY COMMISSIONERS OF THE CITY OF PHARR, THAT the following residents of the city of Pharr are hereby appointed.

NAME:

LENGTH OF TERM:

1. _____
6/20/26)

2 –Year Term (to expire on

2. _____
6/20/26)

2 –Year Term (to expire on

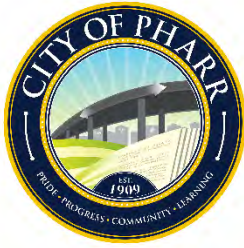
READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21st day of January 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: January 17, 2025

MEETING DATE: January 21, 2025

FROM: Jamison Merrick, Interim Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Update on Findings of Water and Wastewater Rate Study. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Presentation of Proposed Water & Wastewater Rate Changes for FY 2025-2030.

Fiscal Consideration: N/A

Staff Recommendation: Presentation Only. No Action Required.

Alternatives: N/A

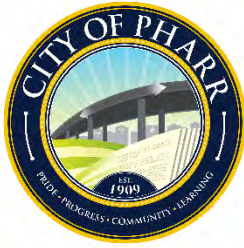
Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 1/17/2025
Approved - 1/17/2025
Approved - 1/17/2025
Final Approval - 1/17/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: January 9, 2025

MEETING DATE: January 21, 2025

FROM: Ofsman M. Quintana, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Amendment No. 1 in the amount of \$75,520.00 to the Professional Engineering Services Agreement with Trimad Consultants, LLC, for Lift Station Number 10, 18, & 40 Elimination Project. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Amendment Number 1 is for the additional professional engineering services to include the addition of approximately 3900 LF of force main that will pump out from the existing lift station and discharge to an existing sanitary sewer manhole located on Hall Acres Rd. Additionally, an evaluation on the lift station alignment will be done to determine the existing conditions of Lift Station #20. This amendment is needed for future development that will occur on the south side of E. Javelina Dr. and will need to tie-into Lift station #20. (Project No. 1920-01-528-S013-001-L)

Fiscal Consideration:

Original agreement: \$463,095.00

Amendment No. 1: \$75,520.00

Revised Agreement: \$538,615.00

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the agreement with Trimad Consultants for the Lift Station Number 10, 18, & 40 Elimination Project.

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

Exclude Material from Public Packet? No

Reason: No

ROUTING:

Ofsman M. Quintana

Maria Rangel

Ruben Rosales

Mayra Gomez

Jamison Merrick

Ricardo Rodriguez

Created/Initiated - 1/9/2025

Approved - 1/17/2025

Approved - 1/17/2025

Approved - 1/17/2025

Approved - 1/17/2025

Approved - 1/17/2025

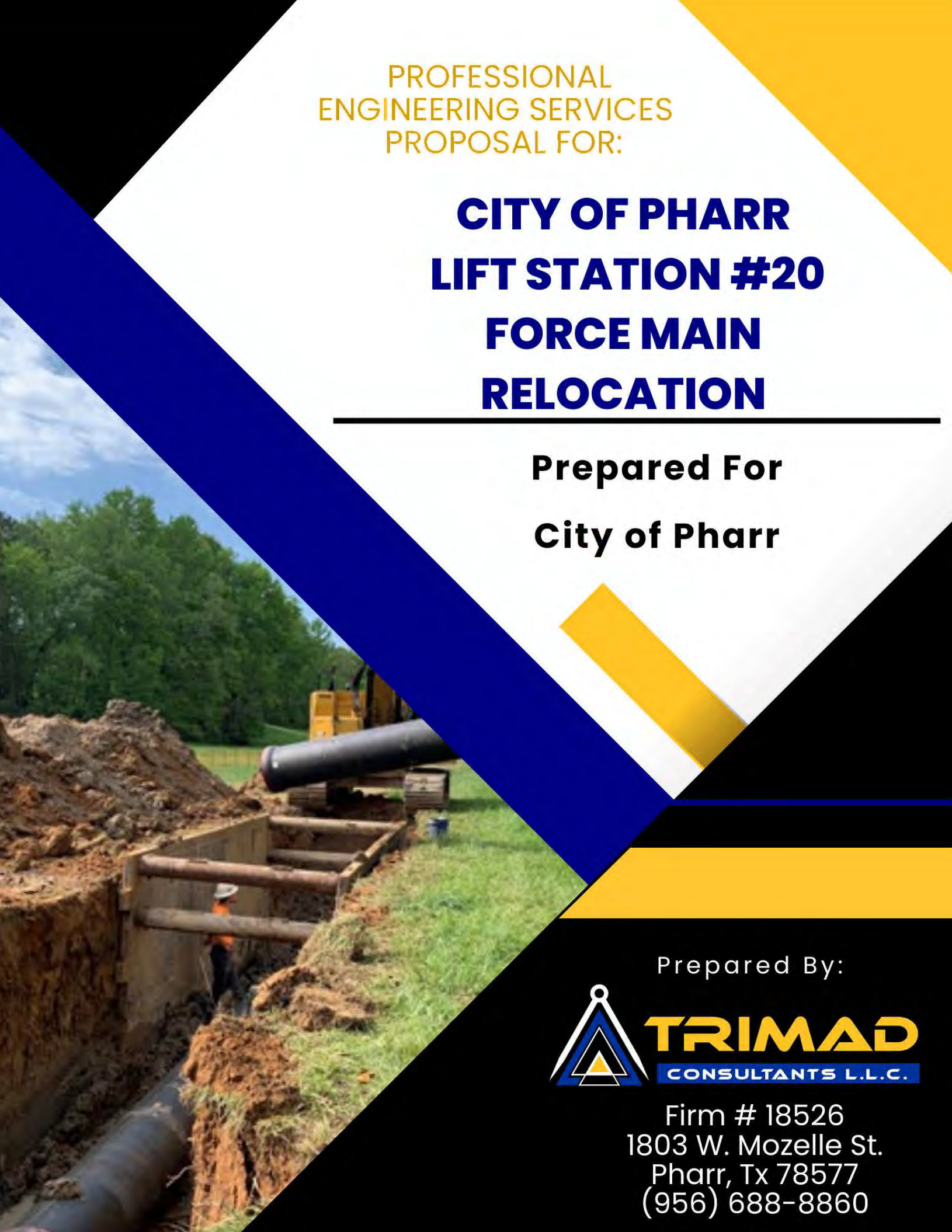
City Management Office

Final Approval - 1/17/2025

PROFESSIONAL
ENGINEERING SERVICES
PROPOSAL FOR:

**CITY OF PHARR
LIFT STATION #20
FORCE MAIN
RELOCATION**

**Prepared For
City of Pharr**



Prepared By:



TRIMAD
CONSULTANTS L.L.C.

Firm # 18526
1803 W. Mozelle St.
Pharr, Tx 78577
(956) 688-8860

January 6, 2025

Ruben Rosales
Public Utilities Director
City of Pharr
801 E. Sam Houston Blvd.
Pharr, TX 78577

SUBJECT: City of Pharr Lift Station #20 Force Main Relocation Project Proposal

Dear Mr. Rosales,

Trimad Consultants, L.L.C. (TRIMAD) is pleased to submit this Professional Engineering Services Proposal for the above-mentioned reference project.
We greatly appreciate the opportunity in serving the City of Pharr.

Sincerely,

Ricardo Salazar, P.E.
President

CITY OF PHARR
LIFT STATION #20 (JAVELINA LIFT STATION) FORCE MAIN
RELOCATION PROJECT PROFESSIONAL ENGINEERING
SERVICES PROPOSAL JANUARY 6, 2025

Project Background

This document defines Trimad Consultants, L.L.C. (TRIMAD) professional engineering services and associated budget to prepare and submit this proposal for the improvements of the existing force main pumping from the existing Lift Station #20 along E. Javelina Drive in the City of Pharr, Texas. This project includes the addition of approximately 3,900 LF of force main that will pump out from the existing lift station and discharge to an existing sanitary sewer manhole located on Hall Acres Rd. Additionally, an evaluation on the lift station alignment will be done to determine the existing conditions of Lift Station #20.

Scope Of Services

The Scope of Services will include research and relevant data collection, design plans, topographic data collection, and construction phase services. TRIMAD currently anticipates four Tasks to be included in this project. The four (4) Tasks are identified below:

Task 1: Data Collection and Topography, Research, and Review of Relevant Information/Sites Visits (30%)

Task 2: Design Phase (60%)

Task 3: Construction Phase (10%)

Task 4: Lift Station Alignment Assessment (Optional)

Basis of Scope and Fee Development

The following key assumptions have been made in establishing the scope and the estimated level of effort for this project:

1. Construction Phase services shall be for a single construction contract.
2. Prior to initiating the preliminary design phase, the Owner will provide TRIMAD record drawings, GIS data, and other utility maps for its existing facilities (potable water and sanitary sewer) within and along the potential project limits.
3. The Owner will provide the Front-End Documents to be included in the Specifications and TRIMAD shall be responsible for editing the Invitation to Bidders and drafting the Bid Proposal, Supplementary Conditions, and Special Conditions.

Upon notice to proceed, TRIMAD will perform the following tasks:

TASK 1: Data Collection and Topography, Research, and Review of Relevant Information/Site Visits (30%)

TRIMAD TEAM will coordinate with Staff on-site to evaluate the existing conditions and to obtain all necessary data collection and research for the improvements. TRIMAD shall collect horizontal and vertical data based upon NAD 83 coordinates (State Plan Texas South/Feet), at the existing Lift Station #20 and along E. Javelina Dr. and on Plantation South Subdivision. Research and data collection investigation will identify property lines, contours, benchmarks, topographic

features, apparent manholes, manhole inverts, elevations, grate inlets, grate inlet inverts, fences, drainage structures, drainage ditch contours, etc.

TASK 2: Design Phase (60%)

The design phase will include plans and specification book to demonstrate the scope, extent, and character of the work. Where available, TRIMAD TEAM shall use documents made available by the Owner such as plans, standard details, standard specifications, and design guidelines.

TRIMAD TEAM will prepare (30%, 60%, 90%, 100%) engineering plans in half-size (11"x17") format.

TASK 3: Construction Phase (10%)

3.1 Construction Contract Execution

TRIMAD will prepare six (6) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the Owner for review and execution. The contract documents, plans, and specifications shall be revised to a conformance set with any addendum issued during the bidding process.

3.2 Pre-Construction Conference

TRIMAD will attend one (1) Pre-Construction Conference prior to commencement of work.

3.3 Visits to Site and Observation of Construction

TRIMAD will provide one on-site construction observation service per week throughout the duration of the construction phase of the Project. TRIMAD will make visits at intervals as directed by Owner in order to observe the progress of the Work. It is anticipated that TRIMAD will attend a monthly progress meeting. Additional site visits will be considered additional services. Such visits and observations by TRIMAD are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of Work based on TRIMAD's exercise of professional judgment. Based on information obtained during such visits and such observations, TRIMAD will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and TRIMAD will keep Owner informed of the general progress of the Work.

The purpose of TRIMAD's site visits will be to enable TRIMAD to better carry out the duties and responsibilities specifically assigned in this Agreement to TRIMAD, and to provide Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents. TRIMAD shall not, during such site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall TRIMAD have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's guarantees that performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

3.4 Recommendations with Respect to Defective Work

TRIMAD will recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, TRIMAD believes that such work will not produce a completed Project that conforms generally to Contract Documents.

3.5 Clarifications and Interpretations

TRIMAD will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Owner as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Owner.

3.6 Change Orders

TRIMAD may recommend Change Orders to Owner and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

3.7 Shop Drawings and Samples

TRIMAD will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

3.8 Substitutes and "or-equal"

Evaluate and determine the acceptability or substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

3.9 Inspections and Tests

TRIMAD may recommend special inspections or tests of Contractor's work as TRIMAD deems appropriate and may receive and review certificates of inspections within TRIMAD's area of responsibility or of tests and approvals required by law and regulations or the Contract Documents. Upon TRIMAD's recommendation and concurrence by Owner, Owner shall proceed with and pay for such special inspections or tests. TRIMAD's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the contract or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. TRIMAD shall be entitled to rely on the results of such tests and the facts being certified.

3.10 Disagreements between Owner and Contractor

TRIMAD will, if requested by Owner, render written decision on all claims of Owner and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, TRIMAD shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

3.11 Applications of Payment

Based on its observations and on review of applications for payment and accompanying supporting documentation, TRIMAD will approve the amounts that Owner recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute TRIMAD's representation to Owner, based on such observations and review, that, to the best of TRIMAD's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, TRIMAD's recommendation of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, TRIMAD shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to TRIMAD in this Agreement. It will also not impose responsibility on TRIMAD to make any examination to ascertain how or for what purposed Contractor has used the moneys paid on account for the Contract Price, no to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

3.12 Substantial Completion

TRIMAD will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Owner, TRIMAD considers the work substantially complete, TRIMAD will notify Owner and Contractor.

3.13 Final Notice of Acceptability of the Work

TRIMAD will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that TRIMAD may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, TRIMAD shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of TRIMAD's knowledge, information and belief based on the extent of its services and based upon information provided to TRIMAD upon which it is entitled to relay.

3.14 Limitations of Responsibility

TRIMAD shall not be responsible for the acts or omissions of any Contractor, or of any other subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. TRIMAD shall not have the authority or responsibility to stop the work of any Contractor.

TASK 4: Lift Station Alignment Assessment (Optional)

TRIMAD TEAM will coordinate with Staff on-site to evaluate the existing conditions of the lift station and the sanitary sewer watershed area to create a feasibility study in a letter report. The Task will consist of:

- Required Topography
- Calculations
- Regulatory Requirements
- 2 - Meetings/Site Visits with the City of Pharr

Additional Services, if Required:

- Additional copies of Construction Documents beyond six (6).
- Additional survey or geotechnical investigations, if requested or required by the Owner.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction the project, including the preparation of engineering data and reports for assistance to the Owner.
- Providing professional services associated with the discovery of any hazardous water or materials along the project routes.
- Providing construction staking.
- Revisions to the final design documents once the 100% submittal has been approved by the Owner.
- Assisting Owner or Contractor in the deference or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by TRIMAD on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Preparing for, conducting, or attending meetings during the design, bidding and construction phases of the project that are not provided as part of the Scope of Services.
- Providing any other professional services requested by the Owner as a part of this project that are not listed in the Scope of Services.

TABLE 1 – Task and Expense Budget

TASK NO.	DESCRIPTION	FEE
Lift Station #20 Force Main Relocation		
1	<i>Data collection and Topography, research, and review of relevant information/Site Visits (30%)</i>	<i>\$16,656.00</i>
2	<i>Design Phase (60%)</i>	<i>\$33,312.00</i>
3	<i>Construction Phase (10%)</i>	<i>\$5,552.00</i>
TOTAL FEE		\$55,520.00

TABLE 2 – Task and Expense Budget (Optional)

TASK NO.	DESCRIPTION	FEE
Lift Station #20 Alignment Assessment		
4	<i>Lift Station Alignment Assessment Report</i>	<i>\$20,000.00</i>
TOTAL FEE		\$20,000.00

*Invoices will be submitted monthly based on the percentage (%) of work completed.
See below for estimate breakdown.

EXHIBIT A

CITY OF PHARR
LIFT STATION 20 FORCE MAIN RELOCATION
OPINION OF PROBABLE CONSTRUCTION COST



FORCE MAIN RELOCATION

ITEM #	DESCRIPTION	UNIT	QUANTITY	EQUIPMENT COST/UNIT	TOTAL COST
1	10-inch Force Main	LF	3900	\$ 60.00	\$ 234,000.00
2	Abandon 6-inch Force Main	EA	1	\$ 3,000.00	\$ 3,000.00
3	Tie to Existing Sanitary Sewer Manhole	EA	1	\$ 2,500.00	\$ 2,500.00
4	10-inch MJ 45 Degree Bend	EA	24	\$ 1,900.00	\$ 45,600.00
5	10-inch MJ 22.5 Degree Bend	EA	4	\$ 1,900.00	\$ 7,600.00
6	20-inch Bore and Steel Casing (E Javalina Dr Crossing)	LF	80	\$ 850.00	\$ 68,000.00
7	20-inch Bore and Steel Casing (Ashley Dr Crossing)	LF	30	\$ 850.00	\$ 25,500.00
8	20-inch Bore and Steel Casing (Plantation Dr Crossing)	LS	60	\$ 850.00	\$ 51,000.00
9	Air Release Valve	EA	10	\$ 8,000.00	\$ 80,000.00
TOTAL					\$ 517,200.00

SITE PREPARATION AND SEDIMENTATION & EROSION CONTROL

ITEM #	DESCRIPTION	UNIT	QUANTITY	EQUIPMENT COST/UNIT	TOTAL COST
10	Clearing and Grubbing	AC	1	\$ 8,000.00	\$ 8,000.00
11	Site Restoration	AC	1	\$ 5,000.00	\$ 5,000.00
12	Sediment Control Fence (Install and Remove)	LS	1	\$ 10,000.00	\$ 10,000.00
TOTAL					\$ 23,000.00

MISCELLANEOUS

ITEM #	DESCRIPTION	UNIT	QUANTITY	EQUIPMENT COST/UNIT	TOTAL COST
13	Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00
TOTAL					\$ 15,000.00

\$ 555,200.00	TOTAL
\$ 55,520.00	10% CONTINGENCY
\$ 610,720.00	GRAND TOTAL

PROFESSIONAL ENGINEERING TASK AND EXPENSE BUDGET (10%)

TASK #	DESCRIPTION	FEE
1	Data Collection and Topography, Research, and review of relevant information/ site visits (30%)	\$ 16,656.00
2	Design Phase (60%)	\$ 33,312.00
3	Construction Phase (10%)	\$ 5,552.00
ENGINEERING SERVICES GRAND TOTAL =		\$ 55,520.00

LIFT STATION #20 ALIGNMENT ASSESSMENT

TASK #	DESCRIPTION	FEE
4	Lift Station Alignment Evaluation	\$ 20,000.00
ASSESSMENT GRAND TOTAL =		\$ 20,000.00

\$ 686,240.00	GRAND TOTAL
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EXHIBIT B

File: \\TS4100F06\Trimad\Engineering\CONTRACTS\ENG\PROPOSALS\2024\CITY OF PHARR\JAVALINA LS\PROPOSAL\CITY OF PHARR\JAVALINA LS\20.dwg
Last saved by: Engineer 3
Last saved: 12/16/2024 10:50 AM
Last plotted by: Engineer 3
Plot Date: 12/16/2024 10:50 AM



LEGEND

- EXISTING 6" FORCE MAIN
- EXISTING 10" GRAVITY SEWER LINE
- PROPOSED 10" FORCE MAIN
- EXISTING SANITARY SEWER MAN HOLE
- PROPOSED SANITARY SEWER MAN HOLE

Proj. No.:	XXXX
Designed:	FC
Drawn:	FC
Approved:	RS
File:	
Revision:	
Date:	
Description:	



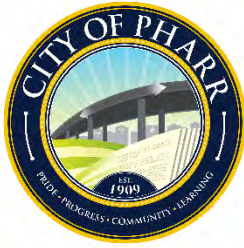
Texas Firm No. F-18526
1803 Mozelle St., Pharr, Texas 78577
Ph. (956) 497-5355
RSALAZAR@TRIMADSTX.COM
JPerez@TRIMADSTX.COM



LIFT STATION NO. 20
FORCE MAIN RELOCATION
CITY OF PHARR, TEXAS

10" FORCE MAIN
EXHIBIT

PROJ. No.	
SHT	OF



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.B.

DATE SUBMITTED: January 17, 2025

MEETING DATE: January 21, 2025

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Amendment No. 2 in the amount of \$547,250 to the Professional Engineering Services Agreement with GDJ Engineering, LLC, for the Moore Road Project. **This item supports IF-infrastructure.**

Classification: Regular

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

Issue: Amendment No. 2 is an addition to the original scope of the original contract to GDJ Engineering, LLC. to include the surveying and right-of-way acquisition of the necessary parcels to construct and maintain the improvements to Moore Road. The amount covers entirely the cost for sub-consultants to perform the work, GDJ is not taking a portion. - Project No. 1920-01-528-S013-001-E

Fiscal Consideration:

Original Agreement: \$1,799,963

Amendment No. 1: \$99,620

Amendment No. 2: \$547,250

Revised Agreement: \$2,446,833

Staff Recommendation: Staff recommends approval of Amendment No. 2 in the amount of \$547,250 to the agreement with GDJ Engineering, LLC, for the Moore Road Project.

Alternatives: No alternative, the work cannot be completed in-house and the most time-saving approach is to keep to the same consultant.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel

Mayra Gomez

Jamison Merrick

Ricardo Rodriguez

City Management Office

Created/Initiated - 1/17/2025

Approved - 1/17/2025

Approved - 1/17/2025

Approved - 1/17/2025

Final Approval - 1/17/2025

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as “Services provided by the ENGINEER” shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: City of Pharr

CONTROL: _____

PROJECT/DESCRIPTION: Moore Road Environmental Document

LENGTH: 2.25 Miles (Approx)

HIGHWAY: Moore Road

LIMITS: From Jackson Road to Veterans Blvd.

PROJECT CLASSIFICATION

(Place an “X” in only one Project Classification)

- ☐ Surface Treatment
- ☐ Overlay
- ☐ Rehabilitation Existing Road (Scarify & Reshape)
- ☐ Convert Non-Freeway to Freeway
- ☐ Widen Freeway
- ☒ Widen Non-Freeway
- ☐ New Location Toll Freeway
- ☐ New Location Non-Freeway
- ☐ Interchange (New or Reconstruct)
- ☐ Bridge Widening or Rehabilitation
- ☐ Bridge Replacement
- ☐ Upgrade to Standards - Freeway
- ☐ Upgrade to Standards - Non-Freeway
- ☐ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean GDJ Engineering.

CITY shall mean City of Pharr.

LPA shall mean City of Pharr.

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

RIGHT-OF-WAY DATA
(Function Code 130)

NOTE: No work involving right-of-way (ROW) data is to be performed until the LPA has given the ENGINEER written approval of the final location of the proposed ROW lines.

The ENGINEER shall perform the following Right-Of-Way Data duties:

1. Provide Ownership Data in a .dgn file
 - a. For the entire project limits
 - b. Compensable utility ownership that has property rights on ROW shall be researched and provided.
 - c. For each drainage outfall property
 - d. For each irrigation structure pipe
2. Parcel Plats & ROW Strip Map
 - a. A ROW strip map, parcel plats and field notes shall be prepared and furnished.
 - b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
 - c. ROW strip map must depict all improvements affecting ROW.
3. Utilities (Compensable)
 - a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.
4. Field Notes
 - a. Field notes and plats shall be provided, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map.
 - b. Computation sheets for survey closure and area of each parcel shall be provided.
 - c. Ground surveys and preparation of parcel maps, legal descriptions, and ROW maps
5. Survey and Stake Right-of-Way
6. Records as required by the LPA and State
 - a. Records used to establish property ownership

PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL

- a. Abstracting: The SURVEYOR will determine Ownership Data.
- b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
- c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
- d. All required documents will be in English units.
- e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
- f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
- g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
- h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS

- a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
 - b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
 - c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
 - d. League lines and survey lines will be shown and identified by name and abstract number.
 - e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
 - f. Monumentation set or found will be shown and described as to material and size.
 - g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
 - h. Intersecting streets will be shown and identified by name and right-of-way width.
 - i. A parent tract inset will be shown for each parent tract.
 - j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
 - k. Appropriate notes will be included on the title sheet stating the following:
 - a. Month(s) and year abstracting was performed upon which the map is based.
 - b. Month(s) and year field surveys were conducted upon which the map is based.
 - c. Month and year map was completed by the SURVEYOR.
 - l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
 - m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
 - n. The acreage of the part taken should be shown to three decimal places, rounded.
-

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

- a. The field note description will begin with a general description that will include, as a minimum:
 - (1) State, county, and city within which the proposed parcel of land to be acquired is located.
 - (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.
- b. The field note description will continue with a metes and bounds description that will include, as a minimum:
 - (1) A point of commencing (outside property corner).
 - (2) A point of beginning on proposed R.O.W. line.
 - (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
 - (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
 - (6) Note referencing parcel plat.

ROW ACQUISITION PROVIDER SERVICES

(Function Code 600)

The ENGINEER will perform the following tasks associated with ROW Acquisition Services:

1. Project Administration
 - a. Negotiation of Scope of Services for the Work Authorization
 - i. The Acquisition Provider will visit the project site with LPA personnel if necessary.
 - b. Project Presence at ENGINEER's Office
 - i. ENGINEER will provide a full project office
 1. No joint use of LPA or STATE facilities
 2. Office will be open during normal LPA and/or STATE work hours
 3. Personnel will be available to answer any questions
 4. Project files will always be available for review
 5. At least one office staff member is required to be a current commissioned notary public.
 - c. Overhead Costs
 - i. Administrative Costs
-

EXHIBIT “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- d. Communication
 - i. ENGINEER will provide monthly progress reports with invoice
 - ii. ENGINEER will participate in project review meetings as determined by the LPA
 - iii. ENGINEER will prepare initial property owner contact list for use by the LPA in distribution of Acquisition Provider introduction letters
 - e. File Management
 - i. The project and parcel files will be kept in the LPA’s office, if necessary. Working files will be kept in the Acquisition Provider’s project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the LPA’s office as they are generated or received by the Acquisition Provider, if necessary.
 - ii. The ENGINEER will prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
 - iii. The ENGINEER will maintain records of all payments including check number, amount, date paid, etc.
 - iv. The ENGINEER will provide copies of all incoming and outgoing correspondence as generated if requested by LPA at provider conference.
 - v. The ENGINEER will maintain copies of all correspondence and contact with property owners.
2. Title Services
- a. Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider’s scope of work for payment and paid as a separate item.
 - b. Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider’s scope of work and paid as a separate item.
 - c. Secure title insurance for all parcels acquired, insuring acceptable title to the LPA. Written approval by the LPA is required for any exception.
3. Appraisal
- a. Appraiser may be selected from TxDOT’s list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
 - b. Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the LPA/TxDOT. Maintain permission letters with appraisal reports.
 - c. Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable LPA/TxDOT forms.
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EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- d. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
 - e. Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/LPA policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
 - f. As necessary, prepare written notification to LPA/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
 - g. All completed appraisals will be administratively reviewed by the ENGINEER's ROW office and recommended for approval for TxDOT.
 - h. As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by the ENGINEER and/or TxDOT.
 - i. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
 - j. The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the LPA.
4. Appraisal Review
- a. Review Appraisers may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
 - b. Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/LPA policies and procedures and the Uniform Standards of Professional Appraisal Practices.
 - c. Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values" for each appraisal.
 - d. The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the LPA.
5. Appraisal Updates
- a. Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall
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EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

conform to LPA/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

- b. As necessary, prepare written notification to LPA/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by the ENGINEER's Right of Way Office and recommended for approval to TxDOT.
 - c. As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/LPA.
 - d. The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the LPA.
 - e. As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
6. Negotiation, Tasks and Fees
- a. Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
 - b. Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
 - c. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by LPA /TxDOT on applicable LPA /TxDOT forms.
 - d. Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - e. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
 - f. Respond to property owner inquiries verbally and in writing within two business days.
 - g. Prepare a separate negotiator contact report for each parcel per contact.
 - h. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
 - i. Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with LPA /TxDOT policy and procedures.
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EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- j. Prepare final offer letters and documents of conveyance as necessary.
 - k. Appear and provide expert witness testimony as an Acquisition Provider when requested.
 - l. Meet at the ENGINEER’s ROW office once per week as agreed upon with the ROW Acquisition Manager/Administrator.
 - m. Provide a monthly progress report per parcel by the last day of the month with invoice.
 - n. The ENGINEER shall, as part of this proposal, estimate 10% of the proposed parcels may end up in condemnation. The ENGINEER’s ROW staff shall be available for any meeting/hearings as requested by the LPA Attorney.
7. Closing Service Fees
- a. Coordinate with the LPA and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the LPA.
 - b. The ENGINEER’s ROW staff shall attend closings and provide closing services in conjunction with the Title Company.
 - c. The ENGINEER’s ROW staff shall record all original instruments immediately after closing at the respective County Clerk’s Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
8. Relocation Assistance Services (A separate Work Authorization will be issued once the number of relocations have been quantified, unless noted otherwise)
- a. The ENGINEER’s ROW staff will provide relocation advisory services based on the amount of relocations or displacements identified. The ENGINEER’s ROW staff will compute replacement housing supplements (owner occupant and/or tenants).
 - b. The ENGINEER’s ROW staff will provide advisory services to business displacements and relocate them effectively.
 - c. TxDOT will review, approve and pay for all relocation costs for On-System projects only.
9. Condemnation Support
- a. Pre-Hearing Support
 - i. Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
 - ii. Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable.
 - iii. Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
 - iv. Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator’s Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the
-

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- land owner or representatives, along with one copy of the appraisal report.
Submit packet to the LPA Office for submission to the LPA Attorney’s office.
- v. Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
 - vi. Upon receipt of packet prepared by the LPA Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the LPA Attorney; the attorney shall file the original petition with the LPA Court at Law or other appropriate Court for a cause number to be assigned.
 - vii. The LPA attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk’s Office.
 - viii. Upon assignment of a court, the LPA Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
 - ix. Following appointment of Special Commissioners by the judge, the LPA shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
 - x. The LPA shall file all originals with the court and send copies marked “copy” to the ENGINEER.
 - xi. The LPA Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
 - xii. The LPA Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, the LPA will approve the new value and the LPA’s provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
 - xiii. The LPA Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the LPA, Appraiser, and Negotiator.
 - xiv. After the hearing is set, the LPA Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner’s hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
 - xv. Once the notices have been served, the LPA Attorney shall file the original notices with the court and send copies stamped “copy” to the ENGINEER’s ROW Office.
 - xvi. The LPA’s Attorney shall send a reminder letter 2-3 weeks in advance to the LPA Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
- b. Post Hearing Support (by the LPA Attorney)
- i. For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to the LPA.
 - ii. Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge’s signatures within 48 hours of the Hearing.
 - iii. Give timesheets to the Judge. The amount paid to the Special Commissioners is determined by the Judge.
-

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- iv. Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the LPA, 1 certified copy to the ENGINEER with the Commitment to request the warrant in the amount of the Special Commissioners Award.
- v. Send the Commitment and the Award to LPA, along with individual special commissioner's billing requesting the payment for their fees.
- vi. File LPA warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
- vii. Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
- viii. Send written notices of the date of deposit to the LPA Administration office and all interested parties.
- ix. Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
- x. All acquisition negotiations file indicating all “due diligence” provided by the Acquisition Provider will be directed to the LPA Attorney’s office for his further handling in accordance to the Eminent Domain process by the LPA.

10. Payment Schedule

- a. Project Administration
 - i. Payment and Milestones
 - 1. Full Project Office
 - a. Lump Sum Basis (assume 1 year project presence)
 - b. Initial payment of 25% upon establishment of a project office with functional phone and utility service
 - c. Remainder paid out in equal monthly installments of 15% starting the following month
 - d. Monthly billing to LPA will be required
- b. Title Services
 - i. Payment on a Per Parcel basis
 - ii. Milestone will be 100% upon securing initial title commitment
- c. Appraisal Services
 - i. Payment on a Per Parcel basis
 - ii. Milestone will be 100% upon delivery of complete and acceptable appraisal report
- d. Appraisal Review
 - i. Payment on a Per Parcel basis
 - ii. Milestone will be 100% upon submission of form ROW-A-10
- e. Appraisal Update
 - i. Payment on a Per Parcel basis
 - ii. Milestone will be 100% upon complete and acceptable appraisal update
- f. Negotiation, Task & Fees
 - i. Payment on a Per Parcel basis
 - ii. Milestones for Normal Acquisition
 - 1. 25% upon offer sent via certified mail

EXHIBIT “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- 2. 45% upon successful negotiation and deed signed by property owner
 - 3. 30% upon file closed by deed
- iii. Milestones for Condemnation Acquisition
 - 1. 25% upon offer sent via certified mail
 - 2. 30% upon file sent to attorney to initiate condemnation
 - 3. 45% upon file closed by condemnation
- g. Closing Service Fees
 - i. Payment on a Per Parcel basis
 - ii. Milestone will be 100% upon recordation of instrument of conveyance
- h. Relocation Assistance
 - i. Payment on a Per Relocation basis
 - ii. Milestone will be 100% upon issuance of a 90-day vacancy letter

ADDITIONAL RESONSIBILITIES

EASEMENTS, LETTERS OF PERMISSION, ETC.:

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

MEETINGS:

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

PROJECT MANAGER/ENGINEER COMMUNICATION:

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA’s Director. Any replacements to the ENGINEER’s designated Project Manager/Engineer must be approved by the LPA.

DOCUMENT AND INFORMATION EXCHANGE:

Data provided to the LPA shall be furnished on USB flash drives.

Two copies of the documentation shall be provided to the LPA.

PROPOSAL TIME:

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

OFFICE LOCATION:

The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539



"Exhibit C"
Fee Estimate

Moore Road - Project Development & Design
Amendment #2

			MANHOURS									
Project Development Services (ROW Mapping & ROW Acquisition) - City of Pharr - Moore Road Project - Amendment #2			Principal/Senior Project Manager	Project Manager	Agency Coordination Manager	Project/Design Engineer	EIT	Engineering Tech	Environmental Specialist	Admin/Clerical	Total Hours	Total Line Item Cost
TASK												
		ROW Mapping & ROW Acquisition										
	1	Parcel Sketches & Field Notes for Roadway Parcels (Est. 30 Parcels @ \$2,950.00)	SUBCONSULTANT ROW MAPPING COST									\$ 88,500.00
	2	Parcel Sketches & Field Notes for Irrig Dist Parcels (Est. 5 Parcels @ \$2,950.00)	SUBCONSULTANT ROW MAPPING COST									\$ 14,750.00
	3	ROW Acquisition Services (Est. 30 Parcels @ \$14,800.00/Parcel)	SUBCONSULTANT ROW ACQUISITION COST									\$ 444,000.00
		Total Amendment #2 (ROW Mapping & ROW Acquisition)	0	0	0	0	0	0	0	0	0	\$ 547,250.00
Total Labor Hours			0	0	0	0	0	0	0	0	0	
Contract Rate			\$ 225.00	\$ 195.00	\$ 160.00	\$ 144.00	\$ 95.00	\$ 82.00	\$ 125.00	\$ 55.00		
Total Labor Costs			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 547,250.00

LINE ITEM EXPENSES

N/A

\$ -

Total Expenses

\$ -

GDJ Engineering Total Cost

\$ 547,250.00



January 10, 2025

Robert Macheska
Executive VP/COO
GDJ Engineering
2805 Fountain Plaza Blvd., Suite B
Edinburg, Texas 78539
(956) 603-2025
Robert@GDJEng.com

Re: Moore Road FC 130 Parcel Exhibits

Dear Mr. Macheska:

Kane Lindsey LLC (Consultant) appreciates the opportunity to submit this proposal for professional surveying services for the above referenced project in the City of Pharr, Hidalgo County, Texas. Services shall be provided under the direct supervision of a Texas Registered Professional Land Surveyor (R.P.L.S.) and shall be in accordance with the Texas Board of Professional Engineers and Land Surveyors Acts and Rules, with minimum requirements met for a Texas Society of Professional Land Surveyors (TSPS) Category 1B, Condition II survey, and in accordance with the current edition of the Texas Department of Transportation Survey Manual.

Below you will find our cost estimate:

I.	35 Title Reports @ \$500.00 each	=	\$17,500
II.	35 Parcel Exhibits for Real Estate Acquisition	=	\$85,750
	Total Lump Sum Fee	=	\$103,250.00

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Sincerely,

Kurt Schumacher, R.P.L.S.
President
Kane Lindsey, LLC
Kurt@kanelindsey.com



EXHIBIT "A"
PER PARCEL FEE SCHEDULE BREAKDOWN

Moore Road

Limits: From Jackson Road to Veterans Blvd

The following is an estimated Per Parcel Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in the Agreement. The parcel count is provided by GDJ Engineering. **The work for these services will be provided by De Leon ROW Services, Inc. and approved and paid for by GDJ Engineering - on a percent complete basis as approved by City of Pharr.** The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic/design plans to acquire the parcels. This is a lump sum cost proposal.

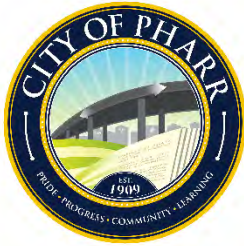
RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel - closing	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/ Business)	Grand Total of Task
	\$2,000.00	\$1,500.00	\$2,000.00	\$500.00		\$8,800.00	\$0.00		\$14,800.00
30	\$60,000.00	\$45,000.00	\$60,000.00	\$15,000.00		\$264,000.00	\$0.00	**	\$444,000.00

(*) Appraisal Update costs included in Project Administration.

(**) Relocation assistance cost or displacements included in Project Administration.

- Condemnation admin support required will be provided by De Leon ROW Services as part of the administrative costs.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.C.

DATE SUBMITTED: January 17, 2025

MEETING DATE: January 21, 2025

FROM: Melanie Cano, O.S.E. Director

DEPARTMENT: OSE

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and execute service contract with Jordan Johnson Inc. from San Antonio, TX. for Professional Consulting Services focused on performance excellence and long-term financial sustainability. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: For over 30 years, Jan Johnson, Inc has worked with organizations of all sizes across multiple industries including healthcare, aerospace, financial services, education, government, and not-for profit. They have coached 13 organizations to national recognition as recipients of the Malcolm Baldrige National Quality Excellence award. Jordan Johnson Inc. will provide specialized knowledge and skills specifically for organizational assessment, measurement and goal alignment, leadership development, strategic planning, improvement methodologies, process management, team building, and change management.

Project No. 2425-01-523-S09-01

Fiscal Consideration: TBD

Staff Recommendation: Staff recommends approval.

Alternatives: Approve/Deny/Table

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melanie Cano
Mayra Gomez
Ricardo Rodriguez
Hilda Pedraza
Jamison Merrick
City Management Office

Created/Initiated - 1/17/2025
Approved - 1/17/2025
Approved - 1/17/2025
Approved - 1/17/2025
Approved - 1/17/2025
Final Approval - 1/17/2025