



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, MARCH 17, 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. PROCLAMATIONS:

- A) Proclamation proclaiming March 2025 as Colorectal Cancer Awareness Month.

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

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

- A) Public hearing on development services cases

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

A) Recognition of Jacklyn Rodriguez for being honored as the City of Pharr's Woman of the Year.

B) City Events of Interest

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

A) Approval of Minutes for March 3, 2025 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-09 relating to rental of city facilities. **(2nd Reading) This item supports SG - Sound Governance and Fiscal Sustainability.** (PARKS)

C) Consideration and action, if any, on extension of Service Subscription Agreement with Accela Government with Carahsoft from Reston, VA for the Accela Civic Platform and Citizen Access. (Texas Department of Information Resources (DIR) Contract No. DIR-TSO-4288) **This item supports SE - Service Excellence.** (PURCHASING)

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

1. Javier Hinojosa, representing Sendero Estates, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH). The property is legally described as being 22.94 acres, more or less, out of Lot 255, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block of East Javelina Drive. COZ#250201 **This item supports EV - Economic Vitality.**

2. MDG Investment Group DBA Monarch Homes, representing Jasso Express RGV, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as Lot 15, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1200 West Kennedy Street. COZ#250202 **This item supports EV - Economic Vitality.**

3. Red Tape II, Inc., d/b/a Stilettos Cabaret, has filed with the Planning and Zoning Commission a request for a Sexually Oriented Business License. The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas. The property's physical address is 1050 North Sugar Road. SOB#001254 **This item supports EV - Economic Vitality.**

4. Red Tape II, Inc., d/b/a Stilettos Cabaret, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas. The property's physical address is 1050 North Sugar Road. CUP#120418 **This item supports EV - Economic Vitality.**

5. 7-Eleven INC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 1, Stripes Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 3501 South Cage Boulevard. CUP#250202 **This item supports EV - Economic Vitality.**

6. 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as Lot 1, 7-11 Cage Addition, Pharr, Hidalgo County, Texas. The property's physical address is 6024 North Cage Boulevard. CUP#231106 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of property; determining the estate to be acquired; establishing fair market value for the property to be acquired, and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriating funds, and authorizing condemnation proceedings by City Attorney; ratification of prior acts. **This item supports IF - Infrastructure.** (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-96-40 to decrease the number of Community Development Council board members from eleven (11) members to seven (7) members. **(Adoption on 1st Reading) This item supports SE - Service Excellence.** (GMCD)

8. PURCHASING:

A) Consideration and action, if any, on Change Orders A & B for the purchase of a 2025/26 Alexis/Spartan Chassis Heavy Rescue Truck for the Fire Department from SMJ Equipment, LLC from Spring, Texas for \$38,397.00. (BuyBoard Purchasing Cooperative Contract Number 746-24) **This item supports SSC - Safe and Secure Community.** (FIRE)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into an affiliation agreement with the City of Weslaco for EMS student clinical rotations. **This item supports SSC - Safe and Secure Community.** (EMERGENCY MEDICAL SERVICES)

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

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

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 14th day of March 2025 at 3:30 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 14th day of March 2025



IMELDA PEREZ, TRMC
CITY CLERK

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

Name: _____

Title: _____

Proclamation



***WHEREAS**, colorectal cancer is becoming a disease which, through a combination of prevention and early treatment, is not the life-threatening illness it once was; and*

***WHEREAS**, colorectal cancer is the third most commonly diagnosed cancer and second most common cause of cancer death in the United States with over 154,270 estimated diagnosed cases and over 52,900 estimated deaths from colorectal cancer this year; and*

***WHEREAS**, it is estimated that over 850 individuals in South Texas will be diagnosed with colorectal cancer this year and it is estimated that there will be over 341 deaths from colorectal cancer this year; and*

***WHEREAS**, colon cancer is one cancer that is preventable, and in recognition of that, state law requires insurance companies to provide screening coverage for adults age fifty and older through regular tests and to promote more healthy lifestyles to help prevent colon cancer.*

***NOW THEREFORE**, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim March 2025 as:*

“Colorectal Cancer Awareness Month”

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 17th day of March 2025.*

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: March 13, 2025

MEETING DATE: March 17, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Alessandra Garcia

Created/Initiated - 3/13/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: March 13, 2025

MEETING DATE: March 17, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Gonzalez

Agenda Item: Recognition of Jacklyn Rodriguez for being honored as the City of Pharr's Woman of the Year.

Classification: Regular

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

Issue: Recognition of Jacklyn Rodriguez for being honored as the City of Pharr's Woman of the Year.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends recognizing Jacklyn Rodriguez for her outstanding achievement as Woman of the Year by the City of Pharr and commending her contributions to the community.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia
Imelda Perez
City Management Office

Created/Initiated - 3/13/2025
Approved - 3/13/2025
Final Approval - 3/14/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: March 12, 2025

MEETING DATE: March 17, 2025

FROM: Alessandra Garcia, Assistant 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:

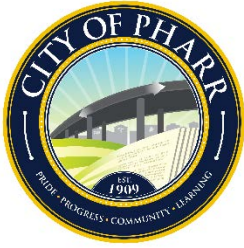
Exclude Material from Public Packet? No

Reason:

ROUTING:

Alessandra Garcia

Created/Initiated - 3/12/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: March 14, 2025

MEETING DATE: March 17, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for March 3, 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 March 3, 2025 - Regular Called Meeting.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends approval on minutes as presented.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia
City Management Office

Created/Initiated - 3/14/2025
Final Approval - 3/14/2025

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MARCH 3, 2025
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, March 3, 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. Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Maria Rangel, City Engineer
Jamison Merrick, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Michael Rodriguez, Assistant Chief of Police
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Oscar De Leon, Asst. Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Dept. Director
Ben Martinez, Assistant EMS Chief
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, P.S. Communications Dir.
Niko Tapangan, Public Health Director
Abel Molina, Interim Special Events Director
Elizabeth Diaz, Grants Management Director

CITY ATTORNEY

Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING MARCH 22, 2025 AS CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY DAY.

Jonathan Flores, City Manager, introduced the item.

Pat Blum, Development Director, Jennifer Szutz, President of Children's Advocacy Center Board of Directors and Nadia Ochoa, Executive Director were present to receive proclamation. Ms. Blum thanked the City Commission for their continued support and went over their services. She stated Children's Advocacy Center was currently serving two hundred six (206) children from the Pharr area and extended an invitation to the Vinos Event on Saturday, March 22, 2025 at the McAllen Convention Center.

Comm. Flores read the proclamation proclaiming March 22, 2025 as Children's Advocacy Center of Hidalgo County Day. Ms. Blum and Children's Advocacy Center representatives received the proclamation.

B) PROCLAMATION PROCLAIMING MARCH 13, 2025, AS NATIONAL PROCUREMENT PROFESSIONALS' DAY

Jonathan Flores, City Manager, introduced the item.

Mayra Gomez, Purchasing Director and Daniela Villarreal, Buyer II, were present to receive proclamation. Ms. Gomez thanked the City Commission for proclamation and recognition to all procurement professionals who serve the City of Pharr. She stated procurement played a significant role in ensuring transparency and fiscal responsibility in government operations and stated they were committed to upholding the highest standards in public procurement.

Comm. Pacheco read proclamation proclaiming March 13, 2025 as National Procurement Professionals Day. Mayra Gomez and Daniela Villarreal received the proclamation.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) RECOGNITION OF PHARR FIREFIGHTERS THAT ASSISTED WITH PALISADES WILDFIRE IN CALIFORNIA.

Jonathan Flores, City Manager, introduced the item and called upon Fire Chief Pilar Rodriguez.

Pilar Rodriguez, Fire Chief, expressed his gratitude for the firefighters who were deployed to Palisades California to assist in the devastating wildfires. At this time, he recognized Battalion Chief Sergio Vasquez, Engineer Jesus Gonzalez, and Engineer Carlos Cavazos and stated they were part of the Alamo Stryke Team of Texas who responded to the fires, in California for a period of eighteen (18) days.

Lastly, he stated the City of Pharr Fire Department had two (2) dozen members who hold national credentials to serve across state lines and respond to national incidents which shows the caliber of staff working for the Pharr Fire Department.

Mayor Hernandez and the City Commission thanked them for their service and willingness to assist the community of Los Angeles County.

B) CITY EVENTS OF INTEREST

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

Yuri Gonzalez, Chief Communications Officer, presented video recap of St. Patrick's Day 5K Run/Walk and promotional video of upcoming Pharr Holi Festival of Colors event.

Yuri Gonzalez, Chief Communications Officer, reported the Healthier Texas Health Fair and Salsa Lesson event would take place on Tuesday, March 4, 2025, at the Pharr EMS Headquarters from 5:30 p.m. to 7:30 p.m. She stated this was part of the Healthier Texas Challenge and extended an invitation to everyone to attend.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported the Healthier Texas Pilates event would take place on Friday, March 7, 2025, at Jose "Pepe" Memorial Recreation Center at 6:00 p.m. and extended an invitation to everyone to attend.

C) CITY ENGINEER'S REPORT

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

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR FEBRUARY 25, 2025 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE TO REQUEST FOR PROPOSALS FOR WEEDY LOT ABATEMENT AND MAINTENANCE SERVICES. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)**
- C) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
- 1. 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, CIRCLE K #9142 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 7401 SOUTH JACKSON ROAD. CUP#231107 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 2. R.G.V. & ASSOCIATES/LAURA L. GARZA, D/B/A GEORGE'S DANCE HALL, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 197, 198, AND 199, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6801 SOUTH JACKSON ROAD. CUP#120529 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 3. I CAVAZOS MANAGEMENT, LLC., D/B/A TROPICAL ISLAND #2, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 2B, OF THE RE-SUBDIVISION OF LOTS 2 & 3, JACKSON RIDGE COURT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1801 WEST RIDGE ROAD. CUP#220951 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 4. TROPICAL SNACKS LLC., D/B/A TROPICAL ISLAND, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT B1, OF THE MAP OF LOTS B1, B2, B3 AND B4 NORTHPOINT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1911 NORTH VETERANS BOULEVARD. CUP#220949 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

March 3, 2025

D) PLATS:

1. **GARZA-GARZA CONSULTING ENGINEERS, REPRESENTING ARMANDO GUERRERO CHAPA, PRESIDENT OF BLACK DIAMOND SERVICES, LLC., REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED BLACK DIAMOND SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 3.91 ACRE TRACT OF LAND OUT OF LOT 237, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 2800 BLOCK OF SOUTH CAGE BOULEVARD. SUB#231131 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

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

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

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

ITEM 11. CLOSED SESSION

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

ITEM 12. RECONVENE

The time being 5:22 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2023-09 RELATING TO RENTAL OF CITY FACILITIES. (1ST READING) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (PARKS)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 8. ADMINISTRATIVE

March 3, 2025

A) PRESENTATION ON THE CITY OF PHARR'S FIRST QUARTER FINANCIAL PERFORMANCE. (FINANCE)

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

ITEM 9. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF A NEW PUMP STATION FOR TIERRA DEL SOL GOLF COURSE FROM PUMP MECHANICAL TECHNICAL SERVICES IN NEW BRAUNFELS, TEXAS (BUYBOARD COOPERATIVE PURCHASING PROGRAM #672-22). THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PARKS)

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 10. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, RATIFYING SOFTWARE LICENSE AND SERVICE AGREEMENT FOR THE PURCHASE OF A NEW SYSTEM FOR MARK 43 RECORD MANAGEMENT SYSTEM AND COMPUTER AIDED DISPATCH FROM FREEIT DATA SOLUTIONS (TEXAS DEPARTMENT OF INFORMATION (DIR) COOPERATIVE PURCHASING CONTRACT NO. DIR-TSO-5330). THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)

Jonathan Flores, City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, RATIFYING LEASE AGREEMENT WITH WAUKESHA-PEARCE INDUSTRIES, INC. OF HOUSTON, TEXAS FOR THE RENTAL OF KOMATSU GRADALL XL 3300-V (PURCHASING COOPERATIVE BUY BOARD CONTRACT NO. 685-22). THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)

Jonathan Flores, City Manager, introduced the item.

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

ITEM 13. ADJOURNMENT

MINUTES: REGULAR CALLED MEETING

March 3, 2025

At this time, Mayor Hernandez called upon LJ Francis from the Texas Board of Education.

Mr. Francis thanked the City Commission for invitation and stated he was in the Rio Grande Valley to bring educational opportunities to the youth at the University of Rio Grande Valley for internship programs.

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:26 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 3rd DAY OF MARCH 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 #: 6.B.

DATE SUBMITTED: March 6, 2025

MEETING DATE: March 17, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-09 relating to rental of city facilities. **(2nd Reading) This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The Parks and Recreation Department wishes to amend the rental facilities ordinance by removing two facilities from ordinance, adjusting the rental fees at the Pharr Sports Complex and Witten Park as well as amending verbiage to the existing rental contract.

Fiscal Consideration: N/A

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Alessandra Garcia
Sergio Alanis
David Friedlein
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 3/6/2025
Approved - 3/12/2025
Approved - 3/14/2025
Approved - 3/14/2025
Approved - 3/14/2025
Final Approval - 3/14/2025

ORDINANCE NO. O-2025-

**AN ORDINANCE AMENDING ORDINANCE NO. O-2023-09; ESTABLISHING
PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND
ESTABLISHING AN EFFECTIVE DATE**

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

**SECTION 3: SECTION 30-41 OF THE CITY CODE IS AMENDED TO READ AS
FOLLOWS:**

“Sec. 30-41. Rental fee schedule”

The following rental fees shall be charged for the use of city-owned public facilities, by rental fee classes as defined in this article.

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.
- d. Advanced reservations.** Class I reservations will be accepted for up to one year to the month in advance of the reserved date. Class II and II reservations will not be accepted more than one year to the month in advance of reserved date.

(1) TIERRA DEL SOL GOLF COURSE:

Rental Period	Time	Deposit	Rental Rate
Sunday-Friday	1:00 p.m.-12 MID	\$200.00	\$500.00
Saturday	1:00 p.m.-1:00 a.m.	\$200.00	\$500.00

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to

reserved date will be cancelled and any amount previously paid will not be returned.

b. Rental and damage deposit. \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

c. Security personnel. All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions.

d. Advanced reservations. Reservations will not be accepted more than one year to the month in advance of reserved date.

e. Class II reservations will be at no cost; lessee will not be allowed to bring outside food. All food and drinks will have to be coordinated with Golf Course Manager one month prior to event.

(1) VICTOR GARCIA MUNICIPAL PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
MUNICIPAL PARK 205 W. Polk Monday-Sunday	1 p.m.-10 p.m.	\$25.00	\$100.00

a. Payment of rental. The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to the reserved date will be cancelled and any amount previously paid will not be returned.

b. Advanced reservations. Reservations will not be accepted more than 90 days in advance of the reserved date.

c. Restricted usage. No Class I or Class II activities will be allowed. No activity which involves dancing and/or the live playing of electronically amplified music will be permitted. The playing of prerecorded is allowed provided the volume is not such as to disturb nearby residents.

(2) PHARR SPORTS COMPLEX:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Friday	6 p.m.-10 p.m.	\$50.00	\$375.00
Saturday and Sunday	8 a.m.-11 p.m.	\$50.00 \$150.00	\$375.00 \$750.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to the reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of the reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. Park rentals cannot be subleased by any circumstances and shall be used solely by lessee. Failure to comply will be subject to being banned from future rentals/usage. No alcoholic beverages will be allowed on premises.

(3) WITTEN PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00 \$150.00	\$250.00 \$500.00
Sunday	8 a.m. to 10 p.m.	\$50.00 \$150.00	\$250.00 \$500.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to the reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of the reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. Park rentals cannot be subleased by any circumstance and shall be used solely by lessee. Failure to comply will be subject to being banned from future rentals/usage. No alcoholic beverages will be allowed on premises.

4) JONES BOX PARK

Rental Period	Time	Deposit (not refunded)	Hourly	Rental Rate
Monday through Friday	5 p.m. to 10 p.m.	\$30.00	\$60.00	No hourly on weekends
Saturday and Sunday	8 a.m. to 10 p.m.	\$30.00	\$60.00	\$250.00

a. Payment of rental. The full amount of the rental fee must be paid at least 30 days prior to reserved date with a minimum rental of two hours. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. Advanced reservations. Reservations will not be accepted more than 90 days in advance of reserved date.

c. Restricted usage. Parks will be used for practice and tournaments only. . Park rentals cannot be subleased by any circumstance and shall be used solely by lessee. Failure to comply will be subject to being banned from future rentals/usage
No smoking or alcoholic beverages will be allowed on premises.

(5) DEVELOPMENT AND RESEARCH CENTER (DRC)

DRC EXHIBIT HALL

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$80.00 Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$80.00 Per Hour

DRC MEETING ROOM

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$50.00 Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$50.00 Per Hour

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned. The minimum rental shall be no less than three hours.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** During hours of operation at the Research Center section of the building. No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. **No alcoholic beverages will be allowed on premises.**
- d. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(6) JOSE "PEPE" SALINAS RECREATION CENTER (LARGE HALL):

Rental Period	Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II
Sunday-Thursday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$500.00	\$400.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$1,100.00	\$1,000.00
	Evening	1:00 p.m. – 12 MID.	\$300.00	\$1,100.00	\$1,000.00
Friday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$600.00	\$500.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$1,300.00	\$1,100.00
	Evening	1:00 p.m. – 12 MID.	\$300.00	\$1,300.00	\$1,100.00
Saturday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$1,000.00	\$600.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$2,000.00	\$1,200.00
	Evening	1:00 p.m. – 1:00 a.m.	\$300.00	\$2,000.00	\$1,500.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to the reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Rental and damage deposit.** \$300.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(7) JOSE "PEPE" SALINAS RECREATION CENTER (SMALL HALL):

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Sunday-Friday	6 p.m.-12 MID.	\$100.00	\$80.00 Per Hour	\$50.00 Per Hour
Saturday	8 a.m.-1:00 a.m.	\$100.00	\$100.00 per Hour	\$60.00 Per Hour

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of the reserved date.
 - a. **Restricted usage.** No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. Prerecorded music will be allowed provided there are no activities being conducted at the Large Hall and provided the volume is not sure as to disturb nearby residents. **No alcoholic beverages will be allowed on premises.**

(7) JOSE "PEPE" SALINAS RECREATION CENTER (CONFERENCE ROOM A)

Rental Period	Time	Deposit (not refunded)	Class I	Class II
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Monday-Sunday	1 p.m.-12 MID.	\$50.00	\$60.00 Per Hour	\$40.00 Per Hour
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Available for rental to small groups (Capacity - 63). A non-refundable deposit of \$50.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(8) PHARR ONE BUILDING

AREAS	Rental Period/Time	STANDARD	NON-PROFIT
Lecture Hall	Mon-Sat 8AM – 5PM	\$1,000	\$700
Conference Room	Mon-Sat 8AM – 5PM	\$800	\$500

Lecture Hall is available for rental to accommodate a capacity of 134. Conference Room is available for rental to accommodate a small group of (18). Reservations will not be accepted more than 90 days prior to event date. Rules and guidelines are applicable upon signed agreement. A non-refundable fee of \$100 is required for both areas and must be paid at time of reservation.

- a. **Payment of Rental.** All reservations require a \$250 deposit fee and is non-refundable if the event is cancelled. The full amount of the rental fee must be paid at least 30 days prior to the date the event.
- b. **Restricted Usage.** Pharr ONE does not accommodate with any food/drinks for any event. No outside catering allowed at the facility. Catering services will be referred to the Park Deli and is not included in any rental fees. **No alcoholic beverages are allowed on the premises.**

SECTION 4: EFFECTIVE DATE; PUBLICATION

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

SECTION 5: PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY

COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of March, 2025.

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 17th day of March, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of April, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: March 14, 2025

MEETING DATE: March 17, 2025

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on extension of Service Subscription Agreement with Accela Government with Carahsoft from Reston, VA for the Accela Civic Platform and Citizen Access. (Texas Department of Information Resources (DIR) Contract No. DIR-TSO-4288) **This item supports SE - Service Excellence.**

Classification: Consent

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

Issue: The City of Pharr has been using the Accela Platform for the past six (6) years. Accela provides the solutions, services and product training that governments need to deliver efficient, seamless experiences, delivering quick turnarounds for applications, plan reviews/approvals, and building inspections. If approved, staff recommends authorization to continue to extend with City Manager's approval if vendor performance is satisfactory and pricing remains as per agreement. - Project No. 2324-01-518-P12-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend the service subscription with Carahsoft for one (1) year with the option to extend with City Manager approval if the performance is satisfactory and pricing is agreed upon.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Jose Pena

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 3/14/2025

Approved - 3/14/2025

Approved - 3/14/2025

Approved - 3/14/2025

Approved - 3/14/2025

Approved - 3/14/2025

Final Approval - 3/14/2025

GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM



TO: Jose Pena
IT Director
City of Pharr
100 W . Ferguson Ave
Pharr, TX 78577 USA

FROM: Leslie Valdez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Reston, Virginia 20190

EMAIL: jose.pena@pharr-tx.gov

EMAIL: Leslie.Valdez@carahsoft.com

PHONE: (956) 402-4900

PHONE: (571) 662-3036

TERMS: DIR Contract No. DIR-TSO-4288
Expiration Date: May 21, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO: 43938693
QUOTE DATE: 02/11/2025
QUOTE EXPIRES: 03/30/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$196,955.36
TOTAL QUOTE: \$196,955.36

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
1	Accela, Inc.	Accela Civic Platform-SaaS-Renewal Year 7 Accela Inc - SS-37-SIL-700-R7 Start Date: 03/30/2025 End Date: 03/29/2026		\$2,705.10	TX DIR	72	\$194,767.20
2	Accela, Inc.	Accela Citizen Access - Subscription population Renewal - 12 Months (7nd Renewal Term) Accela Inc - SS10ACAPOP0001-R7-1 Start Date: 03/30/2025 End Date: 03/29/2026		\$0.0283	TX DIR	77,320	\$2,188.16
SUBTOTAL:							\$196,955.36
TOTAL PRICE:							\$196,955.36
TOTAL QUOTE:							\$196,955.36

Use of the Accela Products and Services specified to this document is subject to the applicable terms and conditions of TX DIR contract #DIR-TSO-4288 at <https://dir.texas.gov/contracts/dir-tso-4288>

[Home](#) >

Contract Number

DIR-TSO-4288

Contract Start Date: **02/21/19** ⓘ

Contract Term Date: **05/22/25** ⓘ

Contract Expiration Date: **05/22/25** ⓘ

Vendor Information

Carahsoft Technology Corporation

Vendor ID: **1522189693700**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-416**

Contract Status: **Active**

VENDOR CONTACT:

[Mikaela Lammers](#) ↗

Phone: (571) 662-4510

[Vendor Website](#) ↗

DIR CONTACT:

[Suzanne Carson](#) ↗

Phone: (512) 475-4948

Contract Overview

Carahsoft Technology Corporation offers Software, including Software as a Service, Products and Related Services. Carahsoft offers multiple brands including DocuSign and Salesforce. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. There are numerous resellers listed for this contract whose brand offerings vary, please contact resellers for their current selection of available brands. DIR has exercised the option to extend for 90 calendar days through 05/22/2025.

Contract Details & Ordering Information

[Products & Services](#)



Products & Services



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.

DATE SUBMITTED: March 13, 2025

MEETING DATE: March 17, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Alessandra Garcia

Created/Initiated - 3/13/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.1.

DATE SUBMITTED: March 12, 2025

MEETING DATE: March 17, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Javier Hinojosa, representing Sendero Estates, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH). The property is legally described as being 22.94 acres, more or less, out of Lot 255, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block of East Javelina Drive. COZ#250201 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Javier Hinojosa, representing Sendero Estates, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) in order to develop and construct townhomes.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) at the meeting on March 10, 2025. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez

Created/Initiated - 3/12/2025
Approved - 3/13/2025

City Management Office

Final Approval - 3/14/2025

MEMORANDUM

DATE: MONDAY, MARCH 17, 2025
TO: MAYOR AND CITY COMMISSION
FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH). The property is legally described as being 22.94 acres, more or less, out of Lot 255, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block of East Javelina Drive. COZ#250201

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

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

DESCRIPTION OF PROPERTY:

Javier Hinojosa, representing Sendero Estates, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) in order to develop and construct townhomes.

The subject site is located on the south side of East Javelina Drive and is located within the 1000 Block of East Javelina Drive. The property is legally described as being 22.94 acres, more or less, out of Lot 255, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas

The property fronts East Javelina Drive, a 70 ft. minor collector street which runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property was zoned Agricultural and/or Open Space District upon annexation on January 21, 2025. The properties to the south and west were rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on February 15, 2016. The property to the north was rezoned from Agricultural and/or Open Space District (A-O) to Planned Unit Development District (PUD) on March 17, 1992. The city limits lie to the east. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for Public/Semi Public use in the Land Use Plan.

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

Twenty-two (22) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on February 21, 2025, and a legal notice was published in the Advance News Journal on February 19, 2025. Staff received no response to the letters or the legal notice.

Development Services recommended **approval** of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) at the meeting on March 10, 2025. There were seven members present and voting.

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Javier Hinojosa, representing Sendero Estates, LLC., owner
APPLICANT

Agricultural and/or Open Space District (A-O)
CURRENT ZONE

1000 Block of East Javelina Drive
ADDRESS

Townhouse Residential District (R-TH)
PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

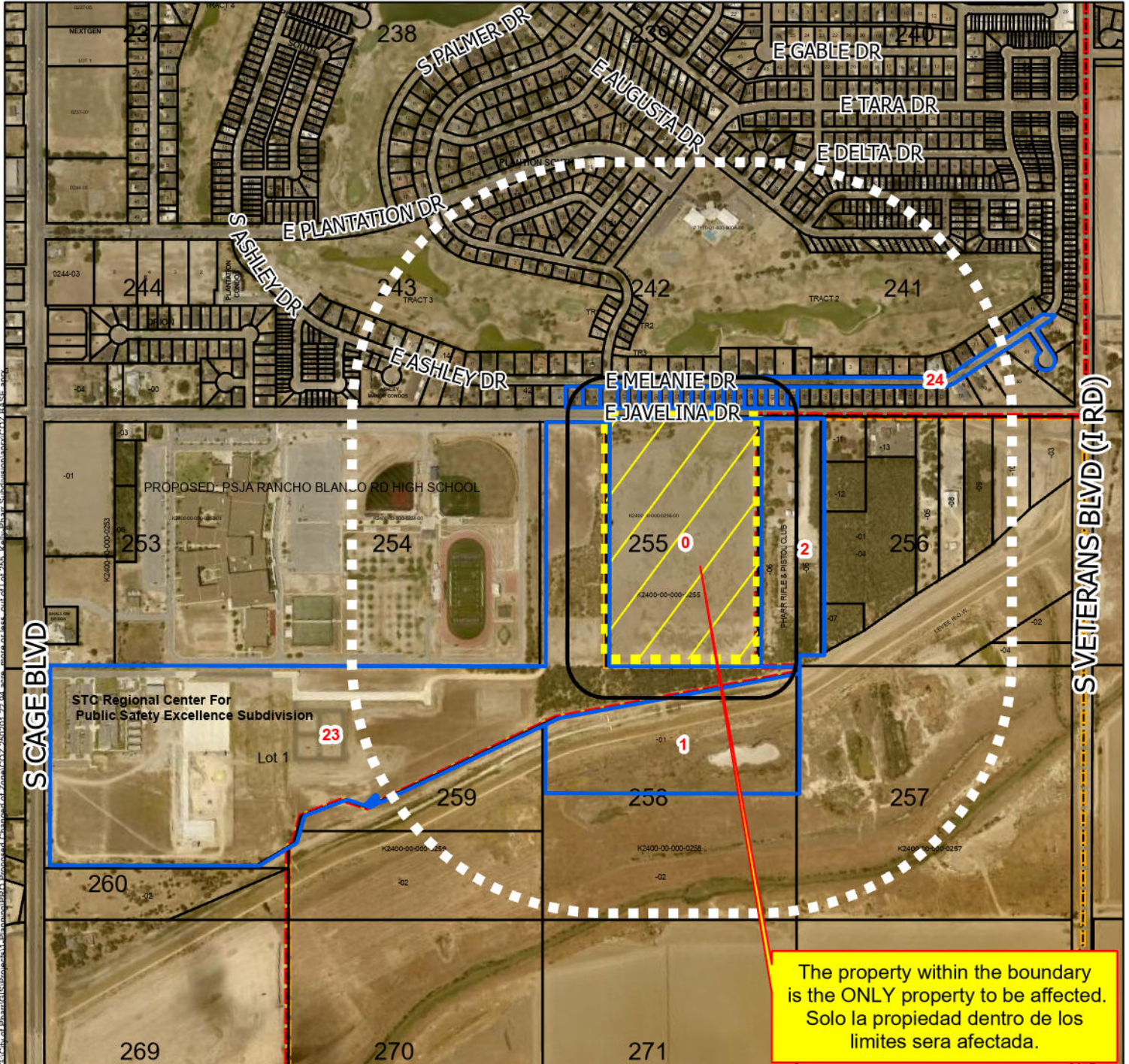
Approval

Development Services is recommending approval of the rezoning request from Agricultural and/or Open
Space District (A-O) to Townhouse Residential District (R-TH) as the property meets area requirements
and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and
City Department requirements.

Laura Fonseca, Planner II
PREPARED BY

February 26, 2025
DATE

Proposed Change of Zone
being 22.94 acres, more or less,
out of Lot 255, Kelly-Pharr Subdivision
Javier Hinojosa
AERIAL

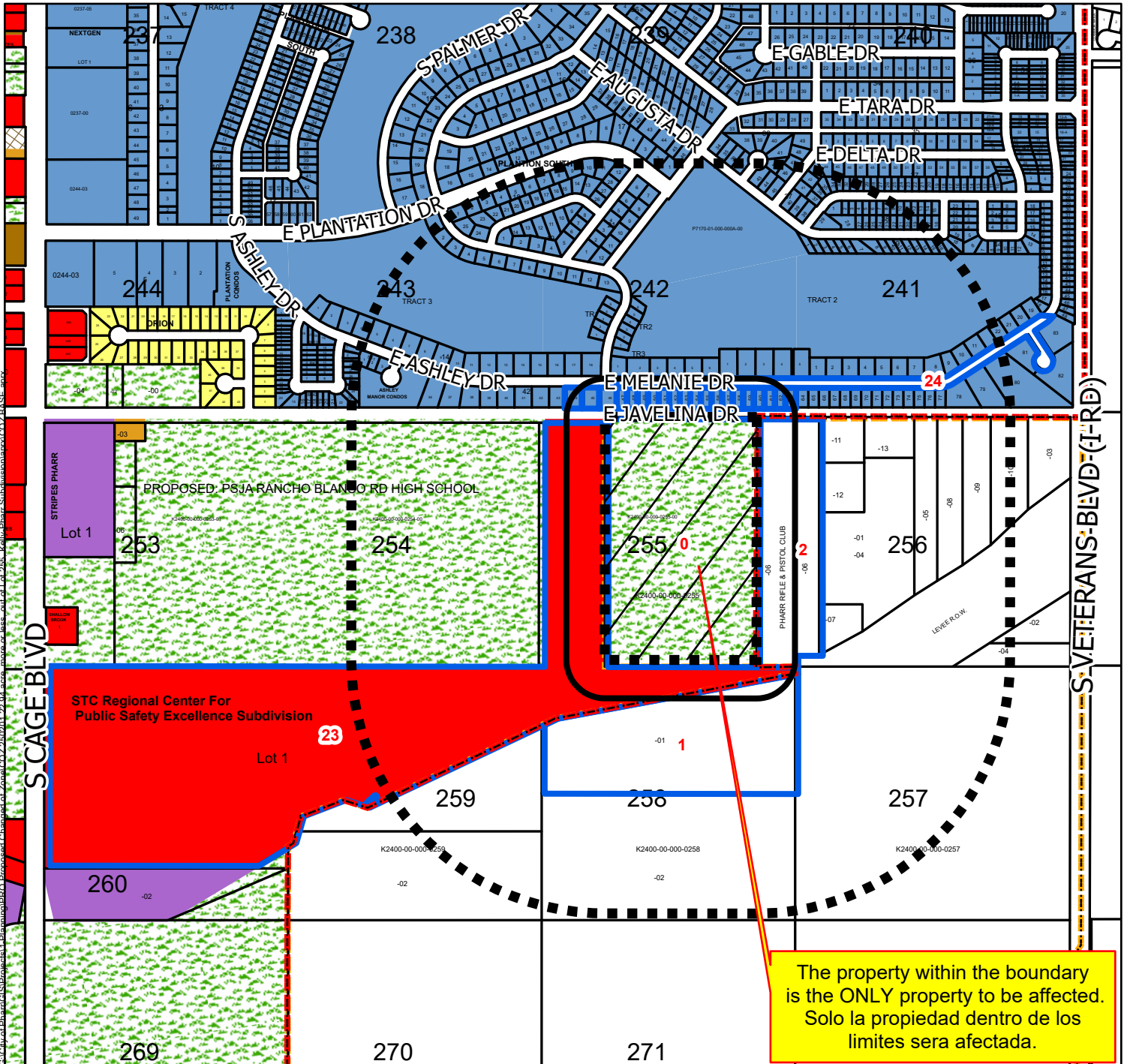


- Subject Property
- Notified Properties
- 200ft_Radius
- Quarter Mile Radius
- Pharr City Limit

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



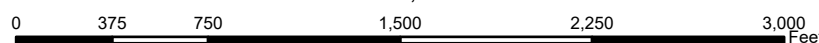
Proposed Change of Zone
being 22.94 acres, more or less,
out of Lot 255, Kelly-Pharr Subdivision
Javier Hinojosa
ZONING



	Subject Property		Townhouse		Heavy Industrial
	Notified Properties		HUD Code		Limited Industrial
	200ft_Radius		Rail Road R.O.W		Neighborhood Commercial
	Quarter Mile Radius		Government Owned		Office Professional
	Pharr City Limit		General Business		PSJA ISD
	Zoning		Business District		Hidalgo ISD
	ZONE		Drainage Easement		Valley View ISD
	Agricultural Open Space		Heavy Commercial		Planned Unit Development
	Single Family				
	Single Family Small Lot				
	Residential Multi-Family				
	Residential Multi-Family High Density				
	Mobile Home				

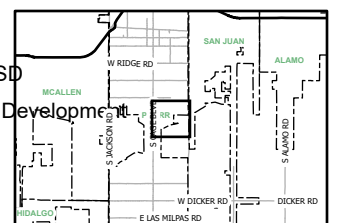
City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1:9,000

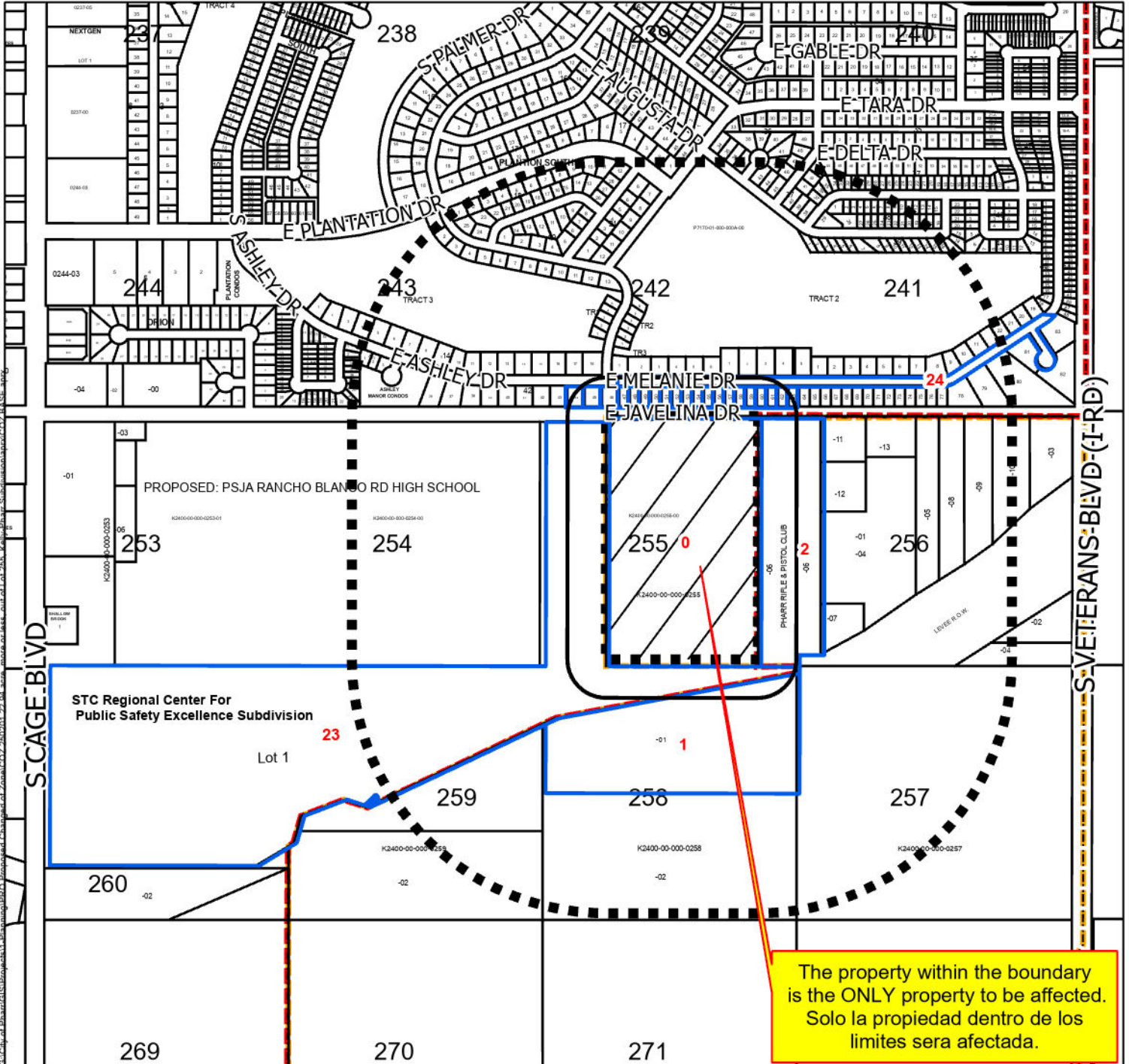


Date: 3/5/2025

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Proposed Change of Zone
being 22.94 acres, more or less,
out of Lot 255, Kelly-Pharr Subdivision
Javier Hinojosa
RADIUS



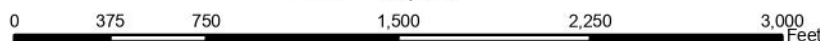
- Subject Property
- Notified Properties
- 200ft_Radius
- Quarter Mile Radius
- Pharr City Limit

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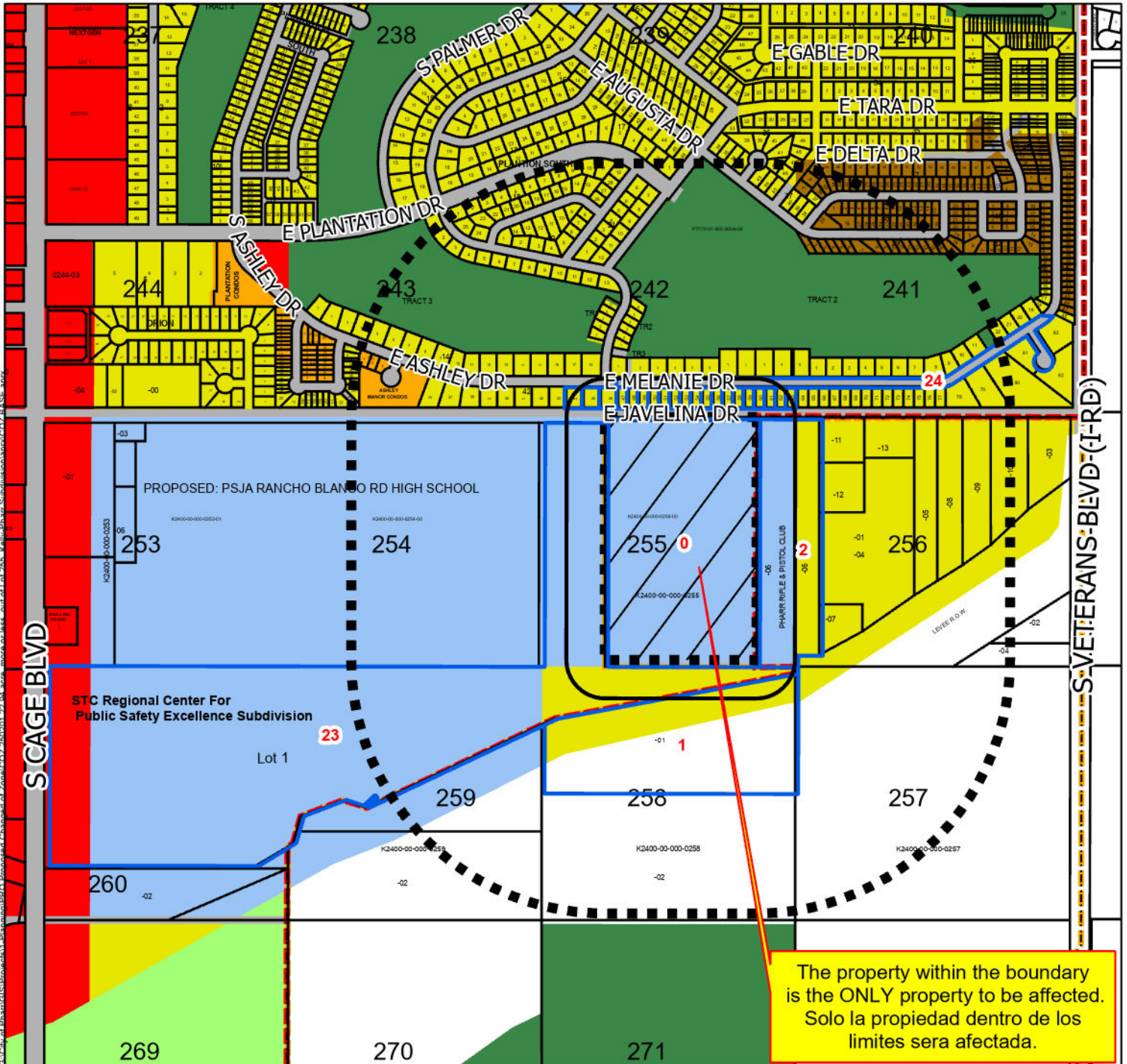
City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1:9,000



Date: 2/11/2025

Proposed Change of Zone
being 22.94 acres, more or less,
out of Lot 255, Kelly-Pharr Subdivision
Javier Hinojosa
FUTURE LAND USE



- Subject Property
- Notified Properties
- 200ft_Radius
- Quarter Mile Radius
- Pharr City Limit

Future Land Use

FUTURELAND

- Irrigation
- Agriculture

Single Family Res.

Multi-Family Res.

Manufactured Homes

Industrial

Commercial

Public/Semi Public

ROW

Parks

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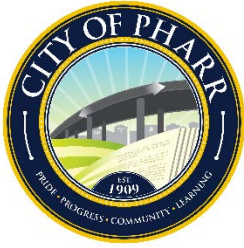


Pharr
Development Services



Site Photo
1000 Block of East Javelina





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.2.

DATE SUBMITTED: March 12, 2025

MEETING DATE: March 17, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: MDG Investment Group DBA Monarch Homes, representing Jasso Express RGV, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as Lot 15, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1200 West Kennedy Street. COZ#250202 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: MDG Investment Group DBA Monarch Homes, representing Jasso Express RGV, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct 13 apartment units.

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Single-Family Residential District (R-1) to Residential Multi-Family High Density District (R-MFHD) at the meeting on March 10, 2025. There were seven 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 - 3/12/2025

Approved - 3/13/2025

Final Approval - 3/14/2025



MEMORANDUM

DATE: MONDAY, MARCH 17, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Single-Family Residential District (R-1) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as Lot 15, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1200 West Kennedy Street. COZ#250202
--

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

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

DESCRIPTION OF PROPERTY:

MDG Investment Group DBA Monarch Homes, representing Jasso Express RGV, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct 13 apartment units.

The subject site is located on the north side of West Kennedy Street, approximately 200 ft. south of West Nolana Loop and has a physical address of 1200 West Kennedy Street. The property is legally described as Lot 15, Beamsley Subdivision, Pharr, Hidalgo County, Texas.

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

The property, the properties to the east and west, were zoned Single-Family Residential District (R-1), when the city was annexed in 1989. The property to the north was rezoned from Single-Family Residential District (R-1) to General Business District (C) on March 21, 2016. The property to the south was rezoned from Residential Townhouse District (R-TH) to Medium Density Multi-Family Residential District (R-3) on June 20, 2016. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial use in the Land Use Plan.

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

Thirteen (13) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on February 21, 2025, and a legal notice was published in the Advance News Journal on February 19, 2025. Staff received no response to the letters or the legal notice.

Development Services recommended **approval** of the rezoning request from Single-Family Residential District (R-1) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress.

The proposed rezoning aligns well with the existing development trends and land use patterns in the general area. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Single-Family Residential District (R-1) to Residential Multi-Family High Density District (R-MFHD) at the meeting on March 10, 2025. There were seven members present and voting.

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

MDG Investment Group DBA Monarch Homes,
Jasso Express RGV, LLC., owner

representing

Single-Family Residential District (R-1)

APPLICANT

CURRENT ZONE

1200 West Kennedy Street

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

ADDRESS

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

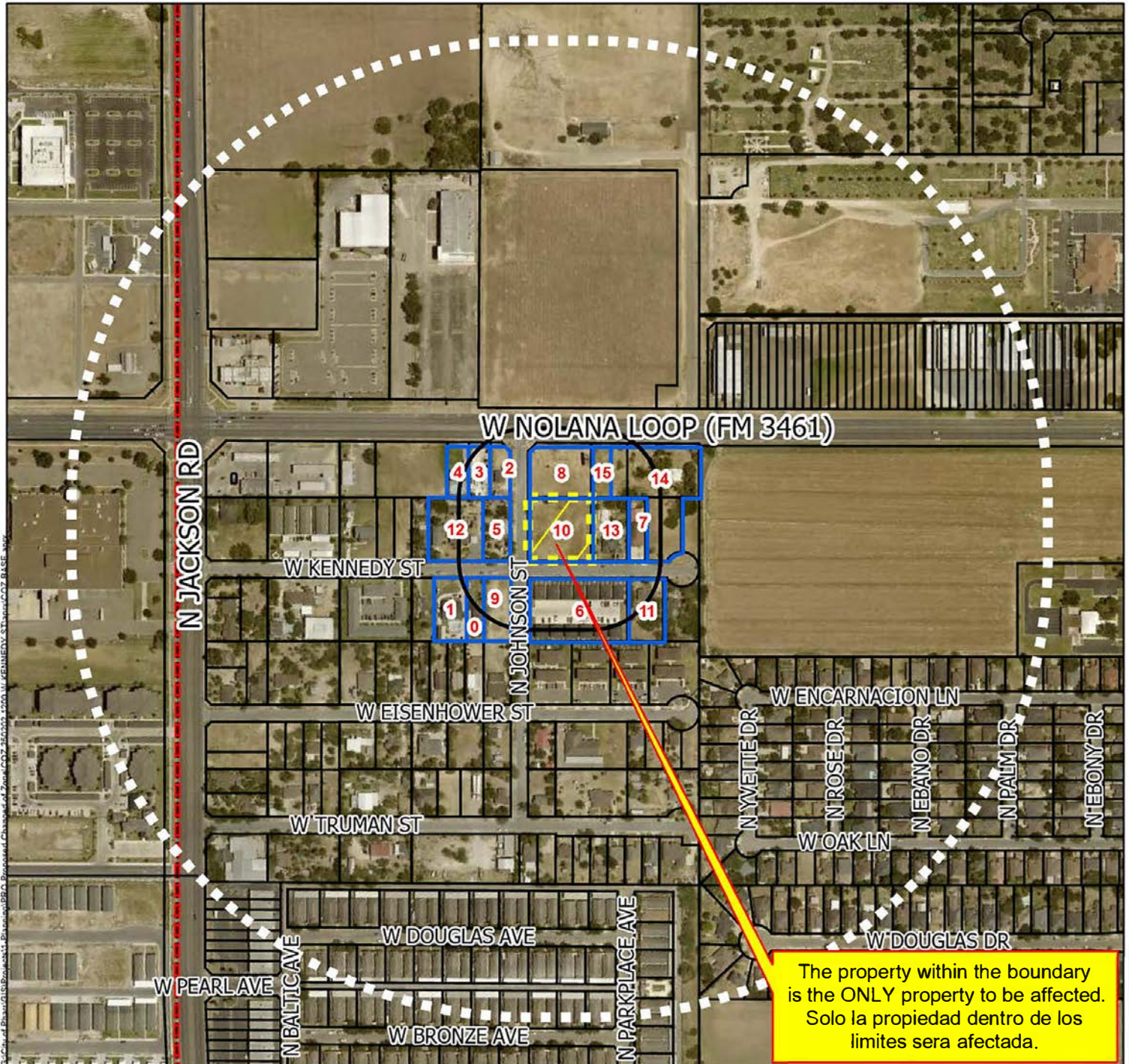
Development Services is recommending approval of the request to re-zone from Single-Family Residential District (R-1) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The proposed re-zoning aligns well with the existing development trends and land use patterns in the general area. If approved, the owner must comply with all City Ordinances and City Department requirements.

Laura Fonseca, Planner II

PREPARED BY

February 26, 2025

DATE

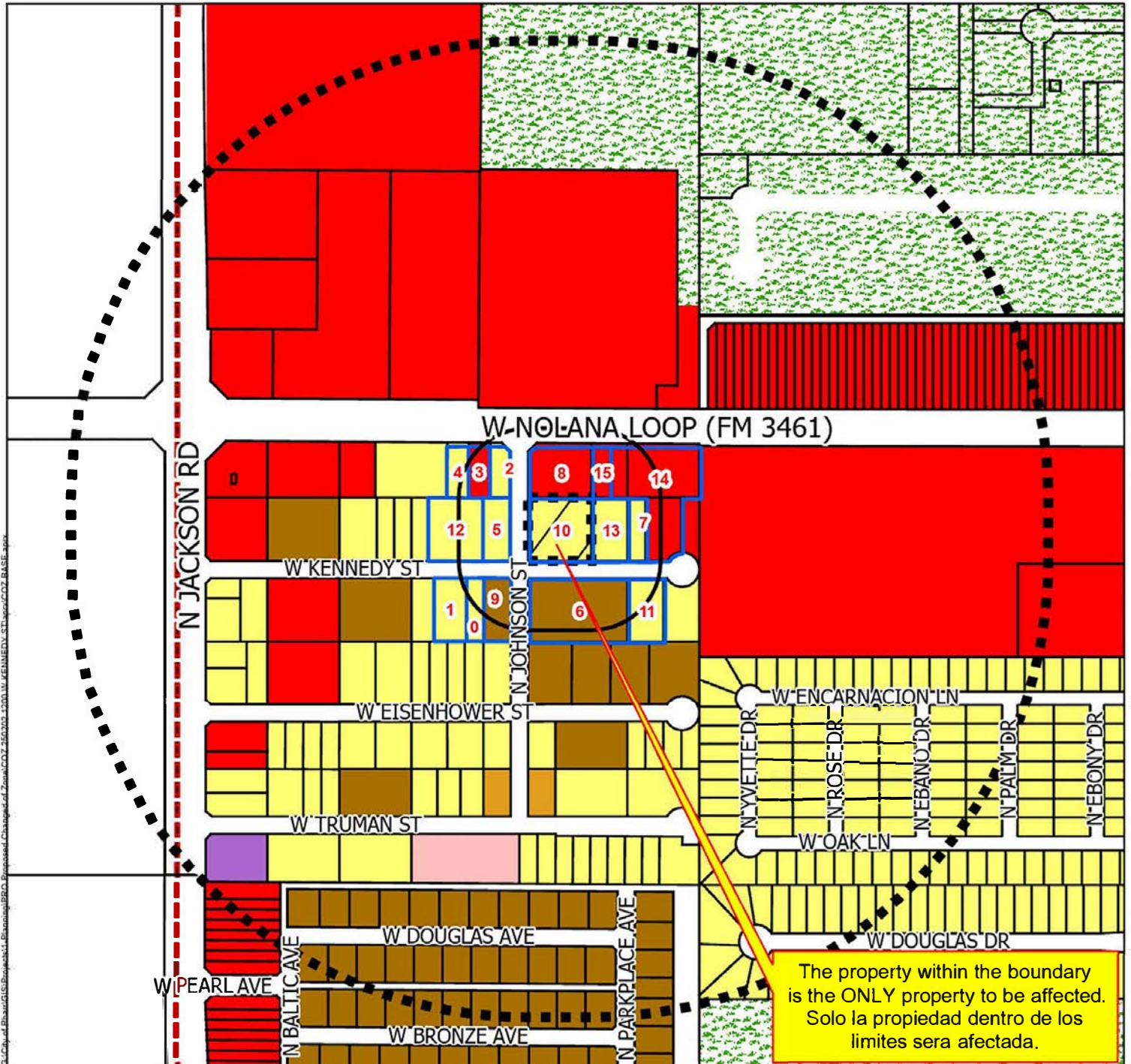


- Subject Property
- 200ft_Buffer
- Quarter Mile Radius
- Notified Properties
- Pharr City Limit

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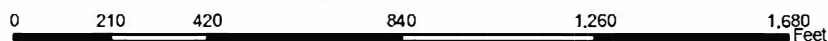
Proposed Change of Zone
1200 W Kennedy St
Marco Garcia
ZONING



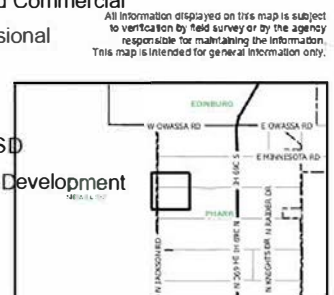
	Subject Property		Zoning		Townhouse		Heavy Industrial
	200ft Buffer		Agricultural Open Space		HUD Code		Limited Industrial
	Quarter Mile Radius		Single Family		Rail Road R.O.W		Neighborhood Commercial
	Notified Properties		Single Family Small Lot		Government Owned		Office Professional
	Pharr City Limit		Residential Multi-Family		General Business		PSJA ISD
			Residential Multi-Family High Density		Business District		Hidalgo ISD
			Mobile Home		Drainage Easement		Valley View ISD
					Heavy Commercial		Planned Unit Development

City of Pharr, Texas
Engineering Department
956.402.4242

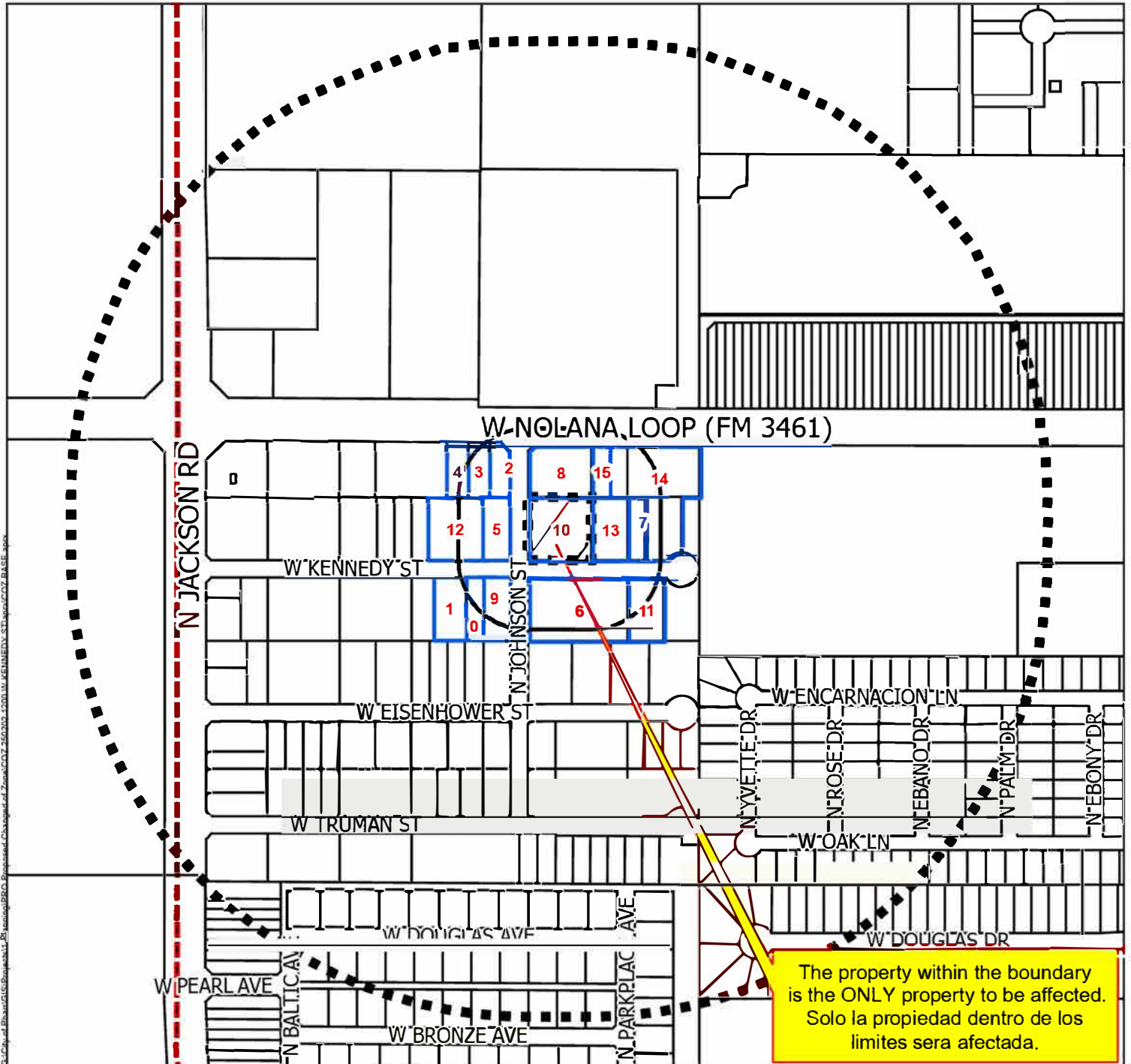
Scale: 1:5,000



Date: 2/18/2025



Proposed Change of Zone
1200 W Kennedy St
Marco Garcia
RADIUS

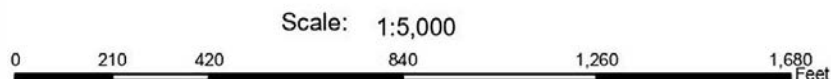


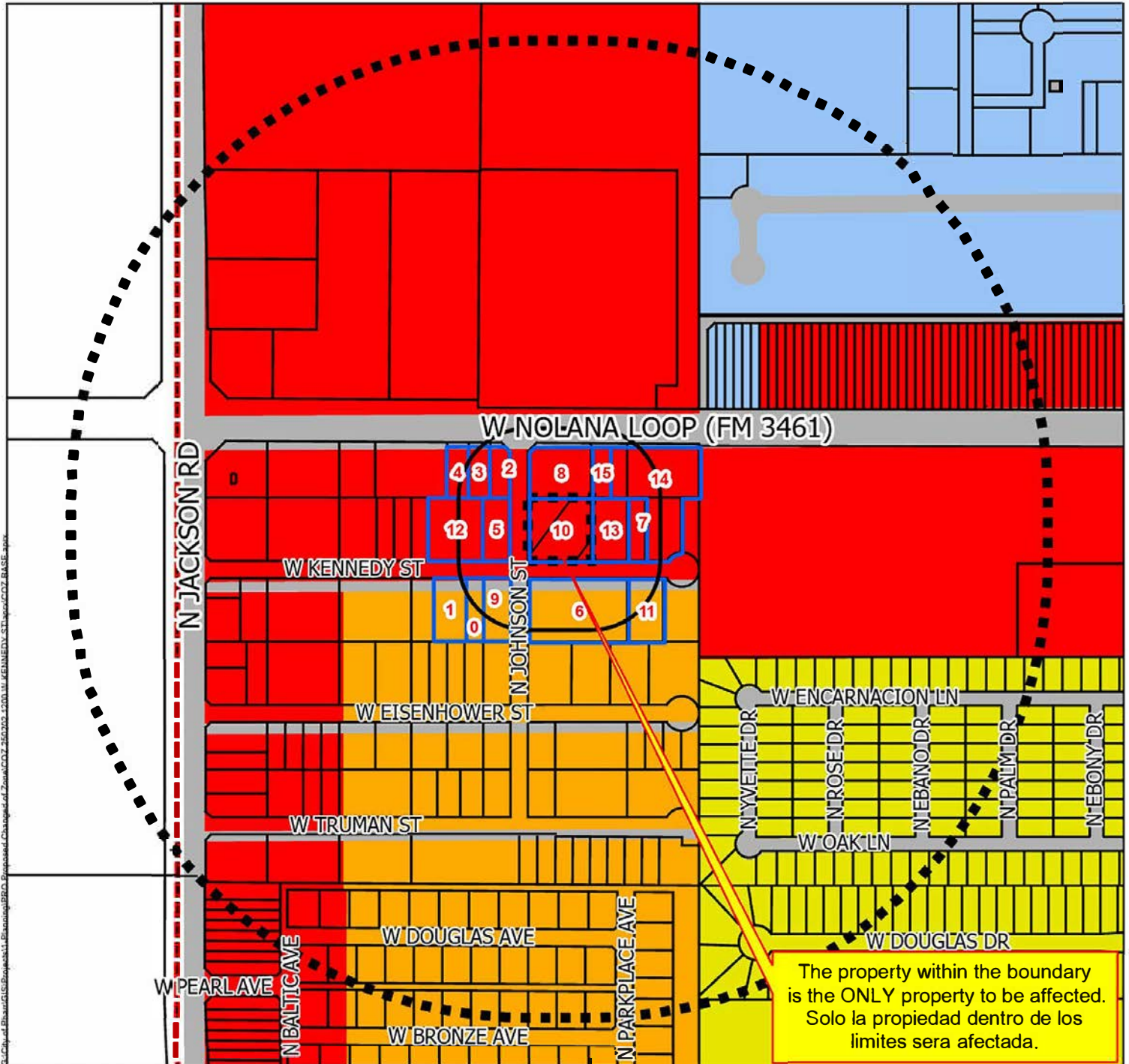
- Subject Property
- 200ft_Buffer
- Quarter Mile Radius
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- Pharr City Limit

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City of Pharr, Texas
Engineering Department
956.402.4242

Date: 2/18/2025





- Subject Property
- 200ft_Buffer
- Quarter Mile Radius
- Notified Properties
- Pharr City Limit

Future Land Use

FUTURELAND

- Irrigation
- Agriculture

Single Family Res.

Multi-Family Res.

Manufactured Homes

Industrial

Commercial

Public/Semi Public

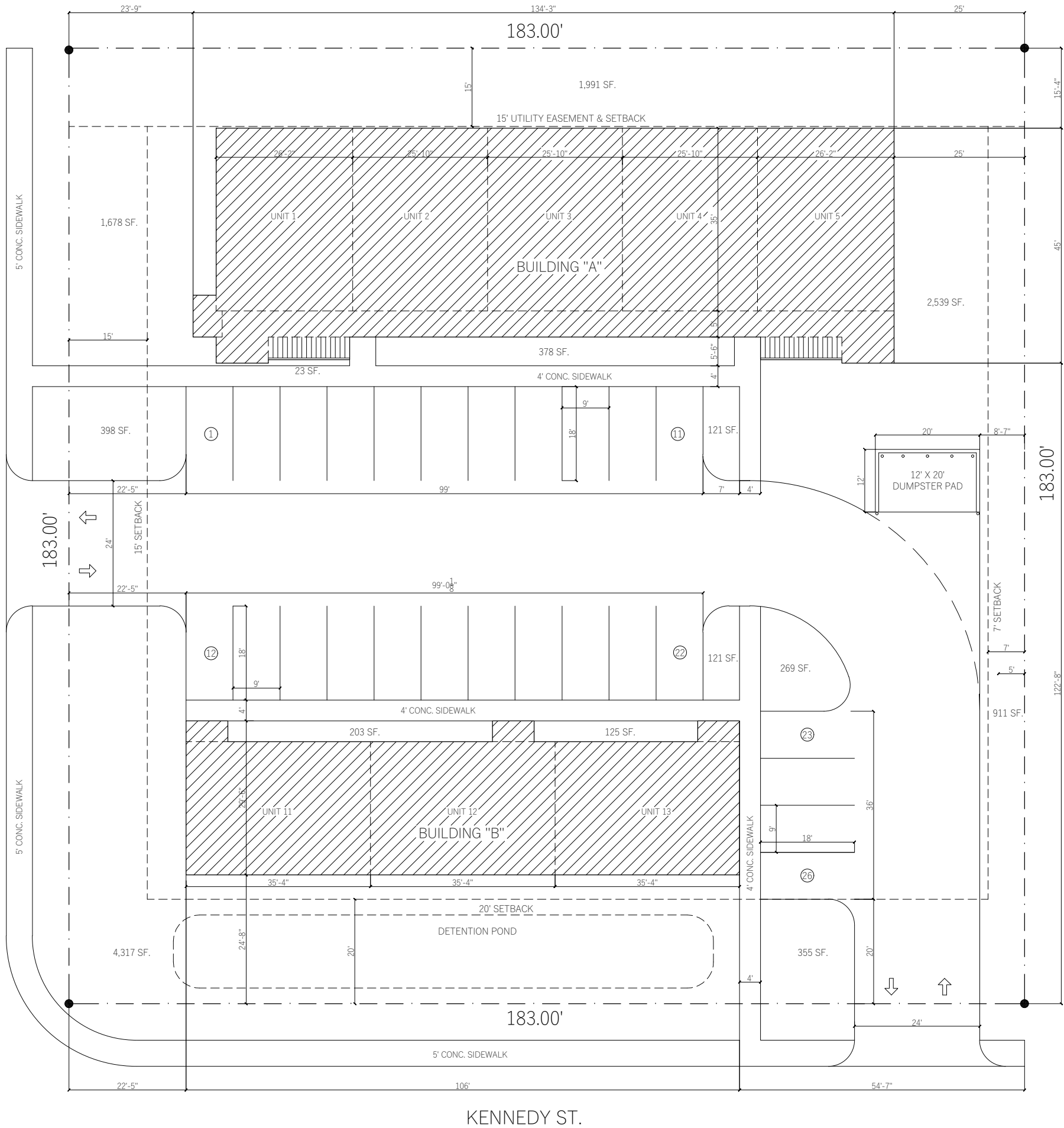
ROW

Parks

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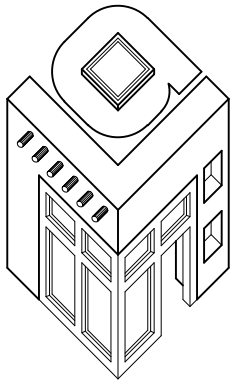
JOHNSON ST.



PROJECT DATA - BUILDING "A"		
APARTMENTS	TYPE	PARKING S.
UNIT 1 - 916 SF.	2 BED/ 1 BTH	2 SPACES REQ.
UNIT 2 - 904 SF.	2 BED/ 1 BTH	2 SPACES REQ.
UNIT 3 - 904 SF.	2 BED/ 1 BTH	2 SPACES REQ.
UNIT 4 - 904 SF.	2 BED/ 1 BTH	2 SPACES REQ.
UNIT 5 - 916 SF.	2 BED/ 1 BTH	2 SPACES REQ.
UNIT 6 - 916 SF.	2 BED/ 1 BTH	2 SPACES REQ.
UNIT 7 - 904 SF.	2 BED/ 1 BTH	2 SPACES REQ.
UNIT 8 - 904 SF.	2 BED/ 1 BTH	2 SPACES REQ.
UNIT 9 - 904 SF.	2 BED/ 1 BTH	2 SPACES REQ.
UNIT 10 - 916 SF.	2 BED/ 1 BTH	2 SPACES REQ.
TOTAL LIVING AREA - 9,088 SF.		
1ST FLR. COV. PATIO - 748 SF.		
2ND FLR. COV. PATIO - 748 SF.		
RISER RM. - 41 SF.		
STAIRS 1 - 68 SF.		
STAIRS 2 - 68 SF.		
TOTAL BLDG. AREA "A" - 10,761 SF.		20 SPACES REQ.
PROJECT DATA - BUILDING "B"		
APARTMENTS	TYPE	PARKING S.
UNIT 11 - 901 SF.	2 BED/ 1 BTH	2 SPACES REQ.
PORCH - 32 SF.		
TOT. AREA = 933 SF.		
UNIT 12 - 901 SF.	2 BED/ 1 BTH	2 SPACES REQ.
PORCH - 32 SF.		
TOT. AREA = 933 SF.		
UNIT 13 - 901 SF.	2 BED/ 1 BTH	2 SPACES REQ.
PORCH - 32 SF.		
TOT. AREA = 933 SF.		
TOTAL BLDG. AREA "B" - 2,799 SF.		
TOTAL PROJECT AREA = 13,560 SF.		26 SPACES REQ.

TOTAL LOT AREA = 33,489 SF.
LANDSCAPE AREA REQ. (40%) = 13,396 SF.
PROPOSED LANDSCAPE A. = 13,429 SF.

OPTI ON 2 - 13 UNITS TOTAL



M / A
Custom Plans

3605 HARVEY MCALLEN, TX
(956) 648.6870

MADESIGNS7 @ GMAIL.COM
WWW.MACUSTOMPLANS.COM

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* VERIFY ALL DIMENSIONS PRIOR TO ANY CONSTRUCTION OR SITE PREP.
* VERIFY COMPLIANCE WITH CITY ORDINANCE CODES & RESTRICTIONS WHERE STRUCTURE IS TO BE BUILT.
* VERIFY COMPLIANCE WITH ALL SUBDIVISION REQUIREMENTS.
*PLANS INDICATE LOCATION ONLY. ENGINEERING ASPECTS SHOULD INCORPORATE ACTUAL SITE CONDITIONS.

PROJECT INFORMATION

DATE : OCT. 24, 2024

OWNER :
MONARCH CONST.

SITE :
LOT NO. 15
BEAMSLEY SUBD.
PHARR, TEXAS

PROJECT DATA

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SHEET No.:

1 of 3

M/A CUSTOM PLANS
PROVIDES A PLAN SERVICE ONLY, AND
RETAINS SOLE PROPRIETORSHIP OF ALL
PLANS, CONSTRUCTION DOCUMENTS,
& ORIGINAL DESIGNS.



Pharr
Development Services



Site Photo

1200 West Kennedy Street





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.3.

DATE SUBMITTED: March 12, 2025

MEETING DATE: March 17, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Red Tape II, Inc., d/b/a Stilettos Cabaret, has filed with the Planning and Zoning Commission a request for a Sexually Oriented Business License. The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas. The property's physical address is 1050 North Sugar Road. SOB#001254 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Red Tape II, Inc., d/b/a Stilettos Cabaret, has filed with the Planning and Zoning Commission a request for a Sexually Oriented Business License in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the Sexually Oriented Business License in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of March 10, 2025, the Board voted unanimously to recommend approval of the Sexually Oriented Business License in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were seven 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 - 3/12/2025
Approved - 3/13/2025
Final Approval - 3/14/2025



MEMORANDUM

DATE: MONDAY, MARCH 17, 2025

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: SEXUALLY ORIENTED BUSINESS LICENSE – FILE NO. SOB#001254 (STILETTOS CABARET)
--

GENERAL INFORMATION:

APPLICANT: Red Tape II, Inc., d/b/a Stilettos Cabaret, has filed with the Planning and Zoning Commission a request for a Sexually Oriented Business License in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1050 North Sugar Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area to the North, South, East and West is zoned General Business District (C). The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
	FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit
	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
	HEALTH:	Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES:

Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLICATION:

Thirty-four (34) surrounding property owners were notified of the request by letter on February 26, 2025, and a legal notice was published in The Advance News Journal on February 26, 2025. Staff received one call for information only and one objection letter.

DEVELOPMENT SERVICES RECOMMENDATIONS:

Development Services recommended **approval** of the Sexually Oriented Business License in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.

PLANNING & ZONING COMMISSION:

At the Planning and Zoning Commission meeting of March 10, 2025, the Board voted unanimously to recommend approval of the Sexually Oriented Business License in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were seven members present and voting.

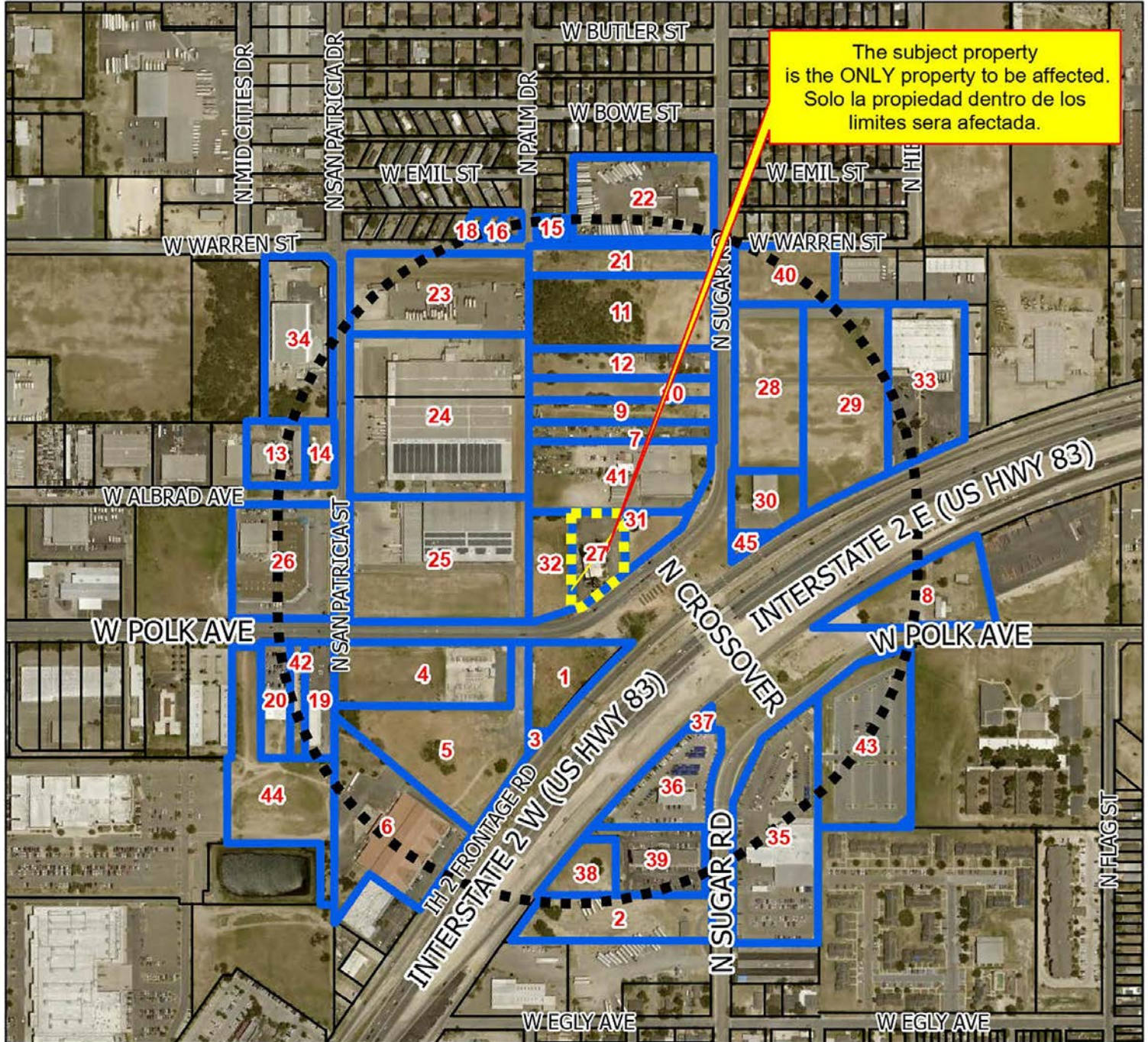
CONDITIONS:

- 1) Applicant shall comply with all Sexually Oriented Business License requirements; any violation will terminate the Sexually Oriented Business License;
- 2) Applicant shall comply with all City of Pharr Ordinance requirements;
- 3) Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Sexually Oriented Business License;
- 4) Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate the Sexually Oriented Business License;
- 5) This Sexually Oriented Business License shall be issued for a period of one (1) year. It shall be the owner's responsibility to apply for renewal ninety (90) days before its expiration date;
- 6) An opaque buffer will be required;
- 7) The premise should not have any public display of any sign, banner, flag, pennant, balloon, photograph, symbol, neon light, fluorescent color indicating that the nature of the use may be a Sexually Oriented Business; and
- 8) All employees must wear name tags or uniforms identifying them as employees of the establishment
- 9) The following shall be considered as grounds for the revocation of the Sexually

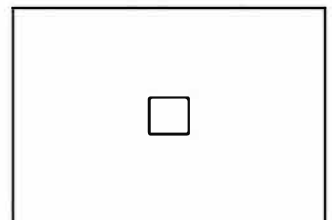
Oriented Business License:

- Any change in use or change in extent of use, area or location of the building being used.
- Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
- Failure to pay the annual renewal fee shall result in the assessment of an additional five dollars (\$5.00) per business day late fee up to thirty (30) days after the date of expiration of the Sexually Oriented Business License; or revocation of the permit if not paid by the 31st day.
- Sexually Oriented Business License that has been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

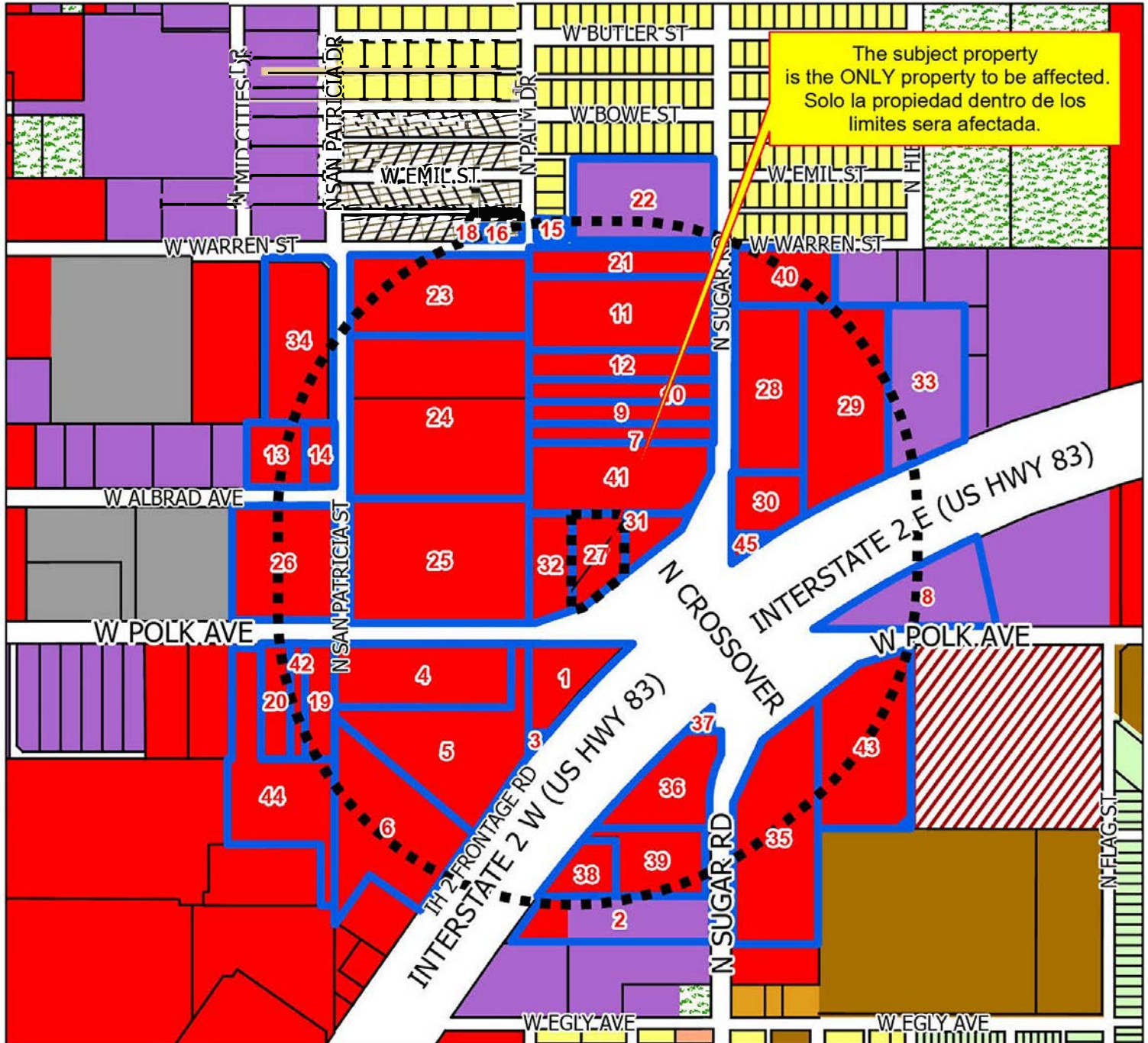
AERIAL



-  Subject Property
-  1,000 ft. Radius
-  Notified Properties



ZONING



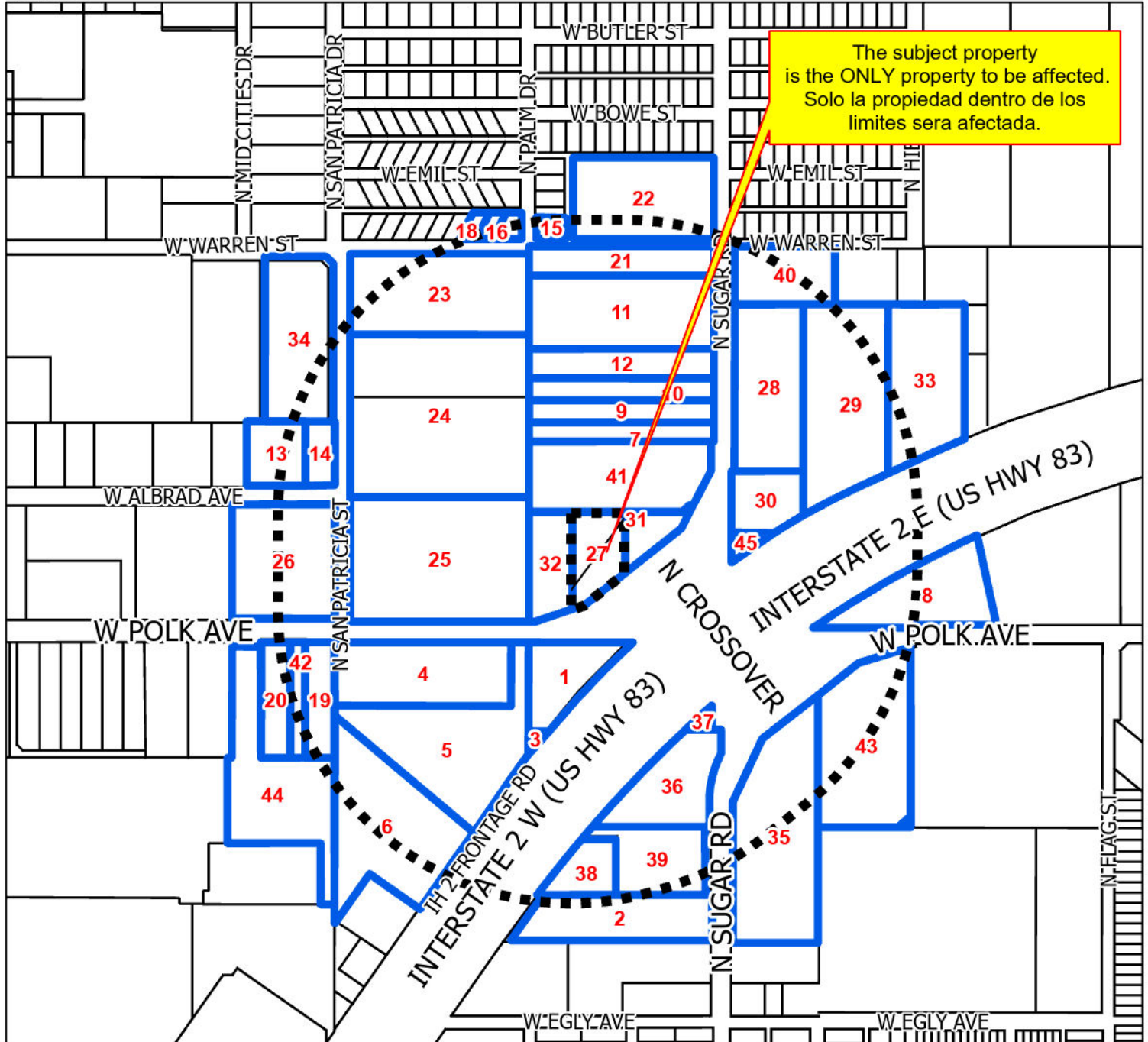
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W

- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional

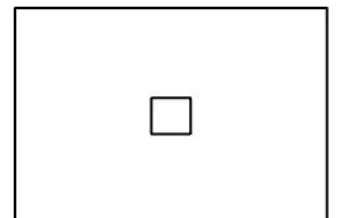
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development
- Subject Property
- 1,000 ft. Radius
- Notified Properties

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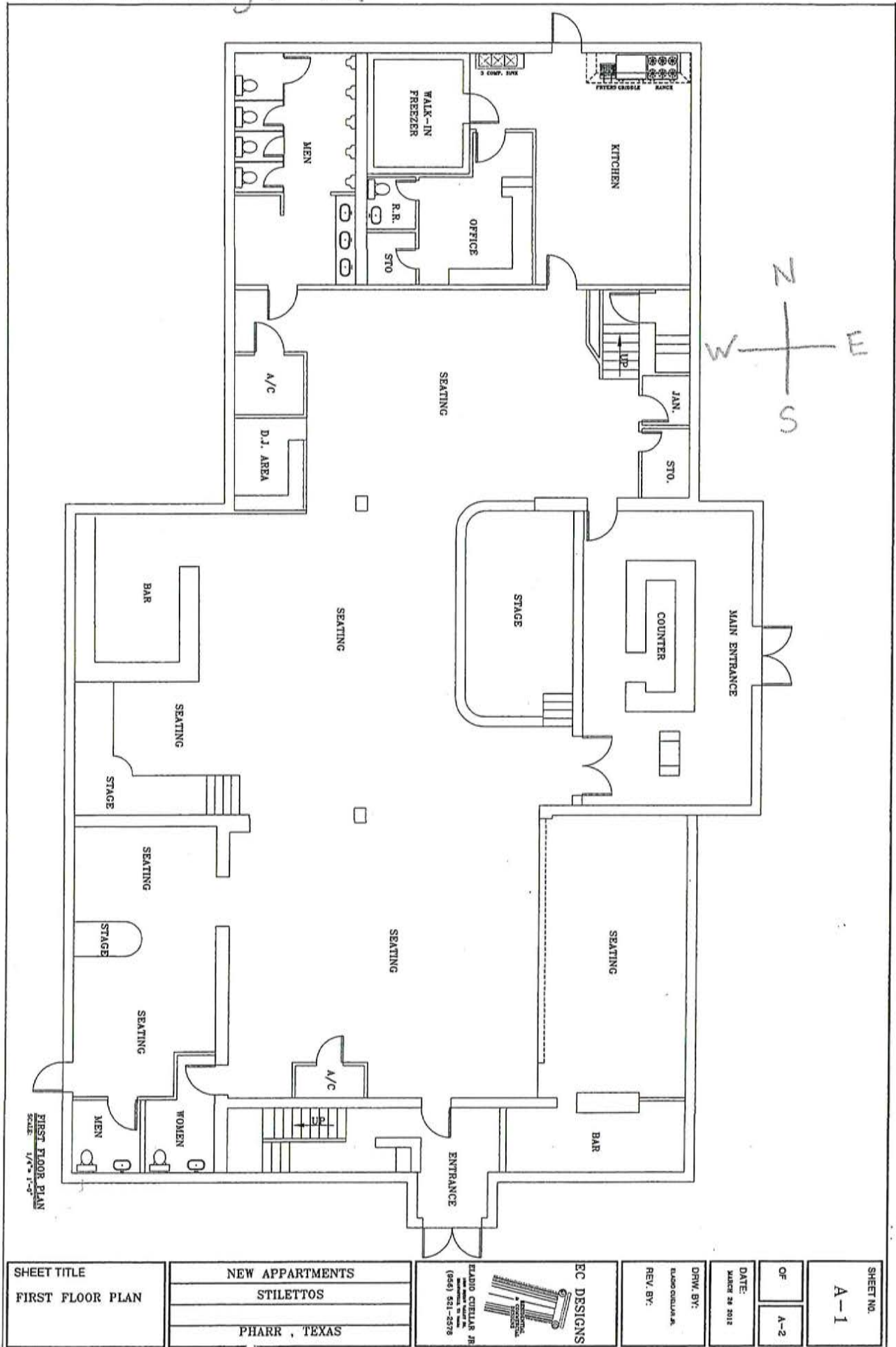
RADIUS



-  Subject Property
-  1,000 ft. Radius
-  Notified Properties



1050 N. Sugar Rd.





Pharr
Development Services



Site Photo

1050 North Sugar Road





March 7th, 2025

Attn: Pharr Planning Department

C/O: Kimberly Mendoza, Michael Pacheco, Roberto Carrillo, Ramiro Caballero, Daniel Chavez, Ricardo Medina, Itza Flores

P.O. Box 1729

Pharr, TX 78577

Subject: SOB #001254 Legal Notice

To Whom it May Concern,

We received notice of SOB#001254, Red Tape II d/b/a Stilettos Cabaret's request for a Sexually Oriented Business License for the address 1050 North Sugar Road. We formally protest this request as the address is right on and fronts the interstate. We believe there are many other places within the city limits that are less conspicuous for this business than the address on the interstate, which represents the city of Pharr.

Sincerely,

A handwritten signature in black ink that reads 'Bob Purvis'.

Bob Purvis

President, Purvis Industries





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.4.

DATE SUBMITTED: March 12, 2025

MEETING DATE: March 17, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Red Tape II, Inc., d/b/a Stilettos Cabaret, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas. The property's physical address is 1050 North Sugar Road. CUP#120418 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Red Tape II, Inc., d/b/a Stilettos Cabaret, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of March 10, 2025, the Board voted unanimously to recommend approval of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Created/Initiated - 3/12/2025

Ricardo Rodriguez
City Management Office

Approved - 3/13/2025
Final Approval - 3/14/2025



MEMORANDUM

DATE: MONDAY, MARCH 17, 2025

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC FILE NO. CUP#120418 (STILETTOS CABARET)

GENERAL INFORMATION:

APPLICANT: Red Tape II, Inc., d/b/a Stilettos Cabaret, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1050 North Sugar Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area to the North, South, East and West is zoned General Business District (C). The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
	FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit
	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
	HEALTH:	Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES:

Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLICATION:

Nine (9) surrounding property owners were notified of the request by letter on February 26, 2025, and a legal notice was published in The Advance News Journal on February 26, 2025. Staff received no response to the letters or the legal notice.

DEVELOPMENT SERVICES RECOMMENDATIONS:

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

PLANNING & ZONING COMMISSION:

At the Planning and Zoning Commission meeting of March 10, 2025, the Board voted unanimously to recommend approval of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were seven members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.
3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.
4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across

intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:

- A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation. The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.
7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the

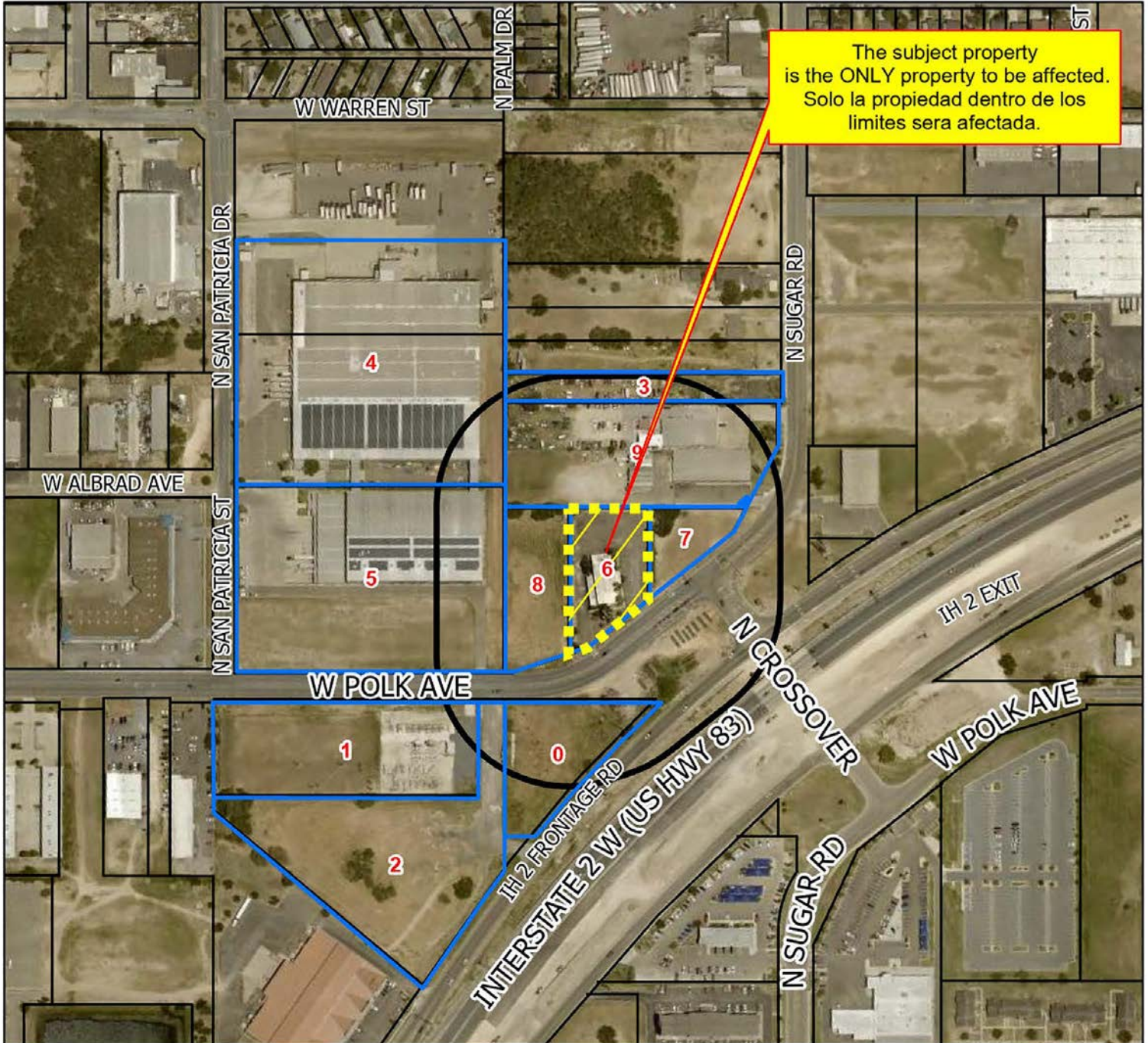
recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.

10.The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.

11.The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.

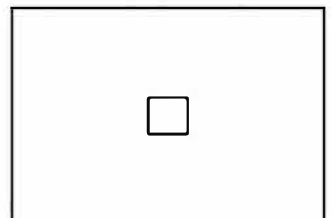
12.Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).

13.The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.



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

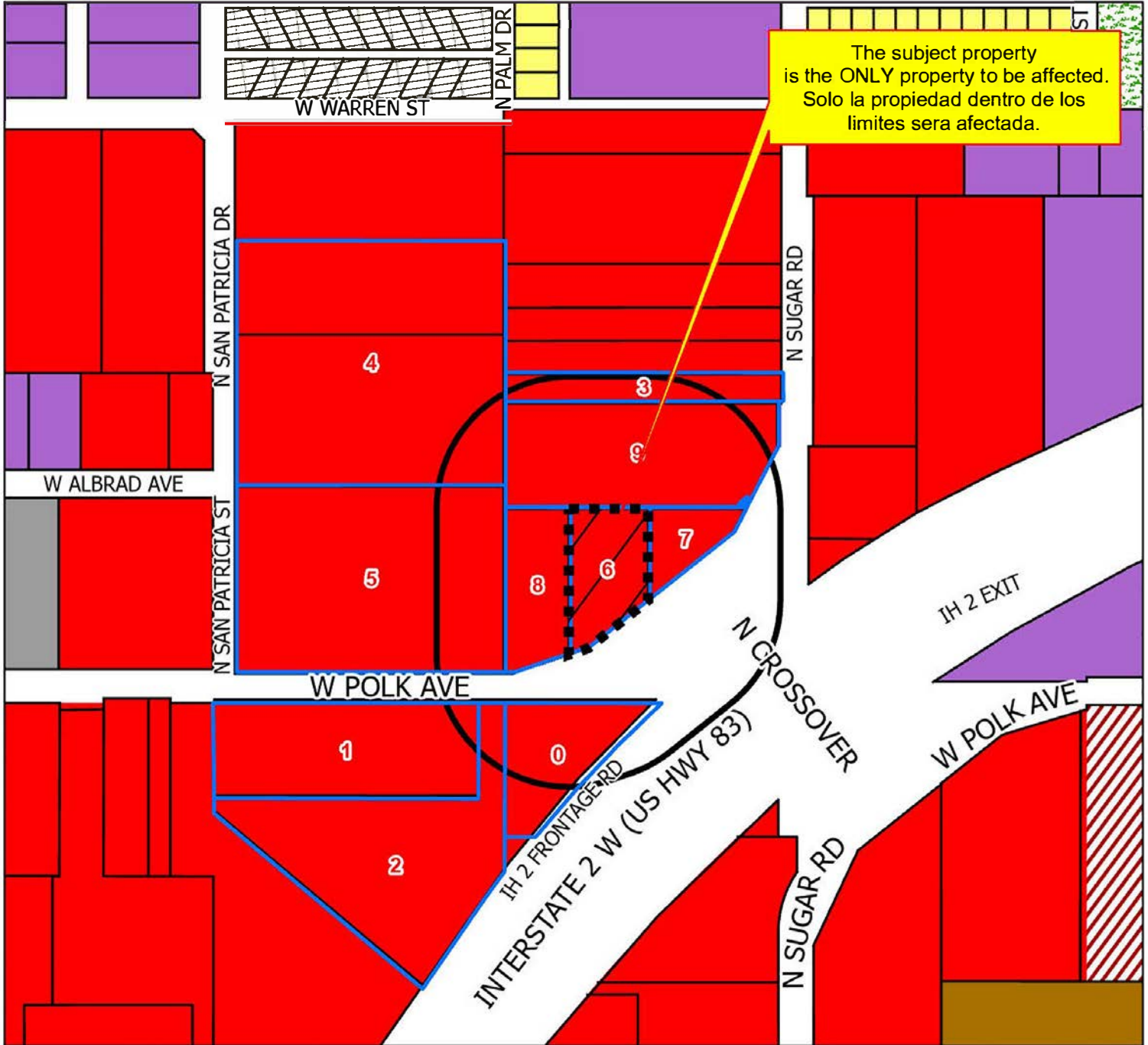
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Conditional Use Permit
1050 N Sugar Rd
Stiletto Cabaret
Ramiro Armendariz
ZONING

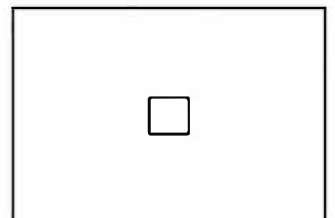


G:\City of Pharr\GIS\Projects\1-Planning\Misc\SOB 001254 1050 N Sugar Rd Stiletto Cabaret's Club\aprx00_BASE Project File.aprx



- | | | |
|---------------------------------------|--------------------|-----------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential Multi-Family | Business District | Hidalgo ISD |
| Residential Multi-Family High Density | Drainage Easement | Valley View ISD |
| Mobile Home | Heavy Commercial | Planned Unit Development |
| Townhouse | Heavy Industrial | Notified Properties |
| HUD Code | Limited Industrial | 300 ft. Notification Buffer |
| | | Subject Property |

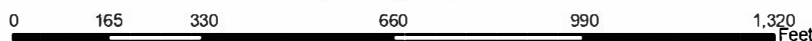
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



City of Pharr, Texas
Engineering Department
956.402.4242

Date: 2/19/2025

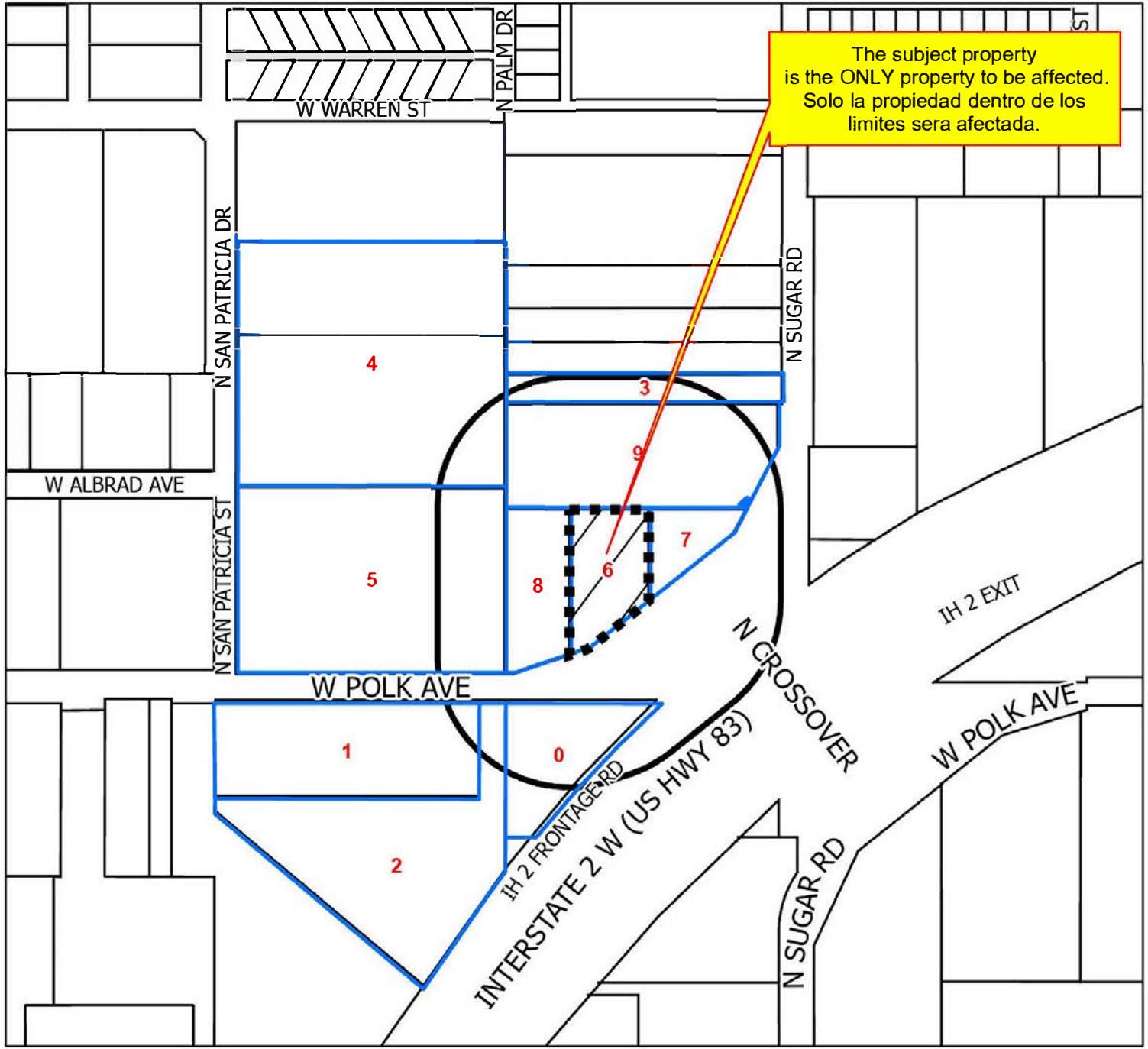
Scale: 1:4,000



Conditional Use Permit
1050 N Sugar Rd
Stiletto's Gentleman's Club
Ramiro Armendariz
RADIUS

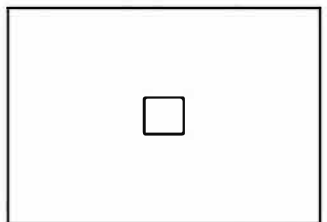
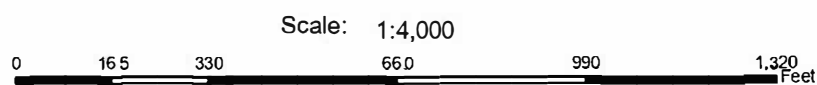


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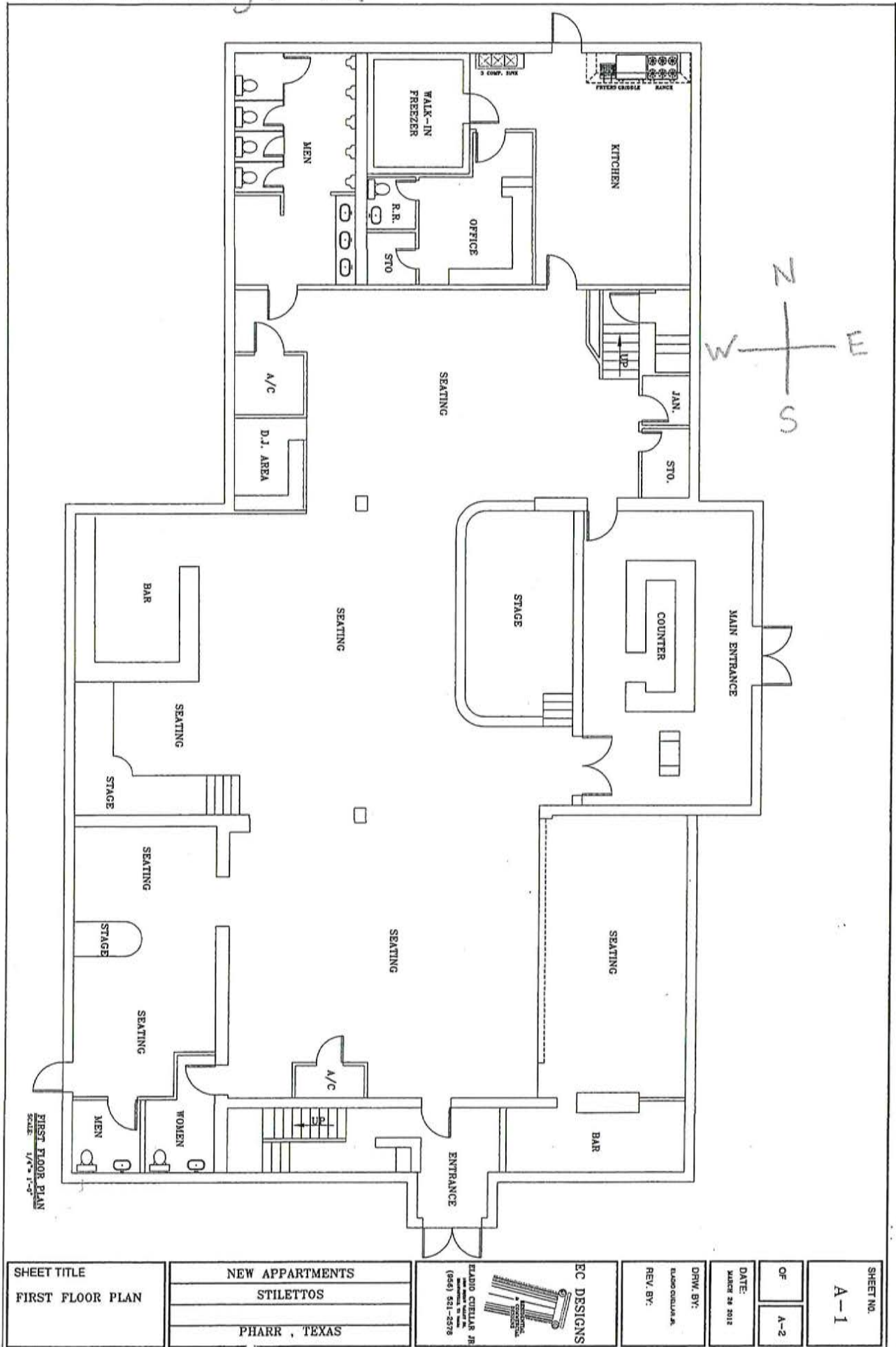


- Notified Properties
- 300 ft. Notification Buffer
- Subject Property

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



1050 N. Sugar Rd.



SHEET NO.

A-1

OF

A-2

DATE:

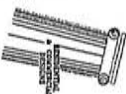
MARCH 28 2012

DRW. BY:

ELIUD CIELIAR JR.

REV. BY:

EC DESIGNS



ELIUD CIELIAR JR.
Architect
(949) 531-2376

NEW APPARTMENTS

STILETTOS

PHARR, TEXAS

SHEET TITLE

FIRST FLOOR PLAN

FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



Pharr
Development Services



Site Photo

1050 North Sugar Road





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.5.

DATE SUBMITTED: March 12, 2025

MEETING DATE: March 17, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 7-Eleven INC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 1, Stripes Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 3501 South Cage Boulevard. CUP#250202 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: 7-Eleven INC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of March 10, 2025, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements. There were seven 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 - 3/12/2025
Approved - 3/13/2025
Final Approval - 3/14/2025



MEMORANDUM

DATE: MONDAY, MARCH 17, 2025

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC - FILE NO. CUP#250202 (7-ELEVEN CONVENIENCE STORE'S AND STRIPES STORES)
--

GENERAL INFORMATION:

APPLICANT: 7-Eleven INC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being Lot 1, Stripes Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 3501 South Cage Boulevard.

ZONING: The property is currently zoned Heavy Commercial District (H-C). The properties to the east are zoned Residential Multi-Family District (R-MF) and Agricultural and/or Open District (A-O). The properties to the north and south are currently zoned Agricultural and/or Open Space District (A-O) and the properties to the west are zoned General Business District (C) and Agricultural and/or Open Space District (A-O). The area is generally designated for commercial in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
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FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
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CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
HEALTH:	Recommends approval of the Conditional Use Permit.
DEVELOPMENT SERVICES:	Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC: Twelve (12) surrounding property owners were notified of the request by letter on February 21, 2025, and a legal notice was published in The Advance News Journal on February 19, 2025. Staff received no response to the letters or the legal notice.

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

PLANNING & ZONING COMMISSION: At the Planning and Zoning Commission meeting of March 10, 2025, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements. There were seven members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

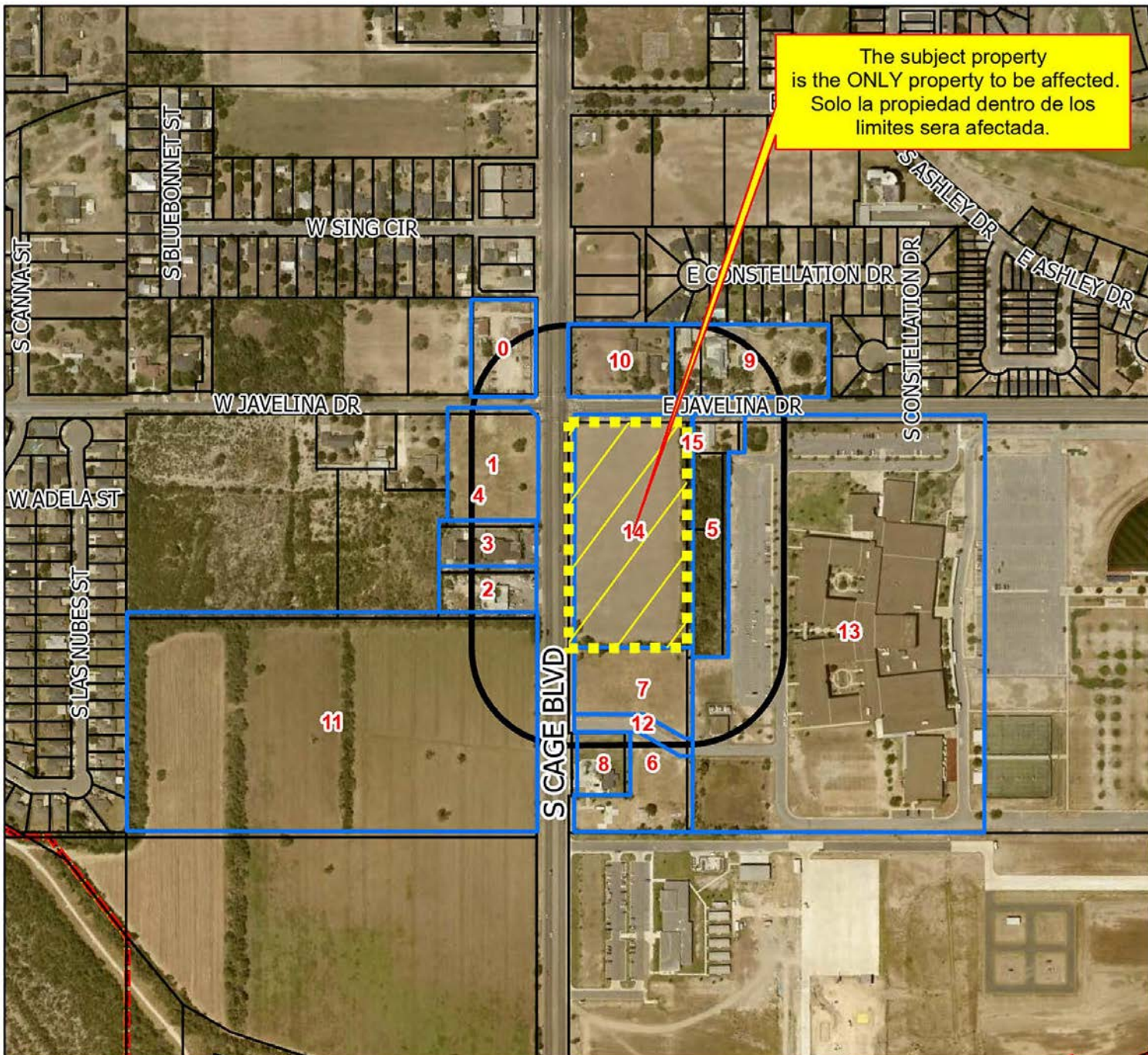
1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.
3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form

of their interest in selling or consuming alcoholic beverages within 300 feet of such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.

4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
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6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation. The above-mentioned businesses, unless located within a private development,

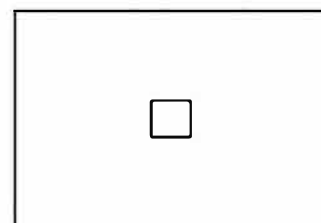
must be adjacent to or abutting a minor arterial street or a street of larger classification.

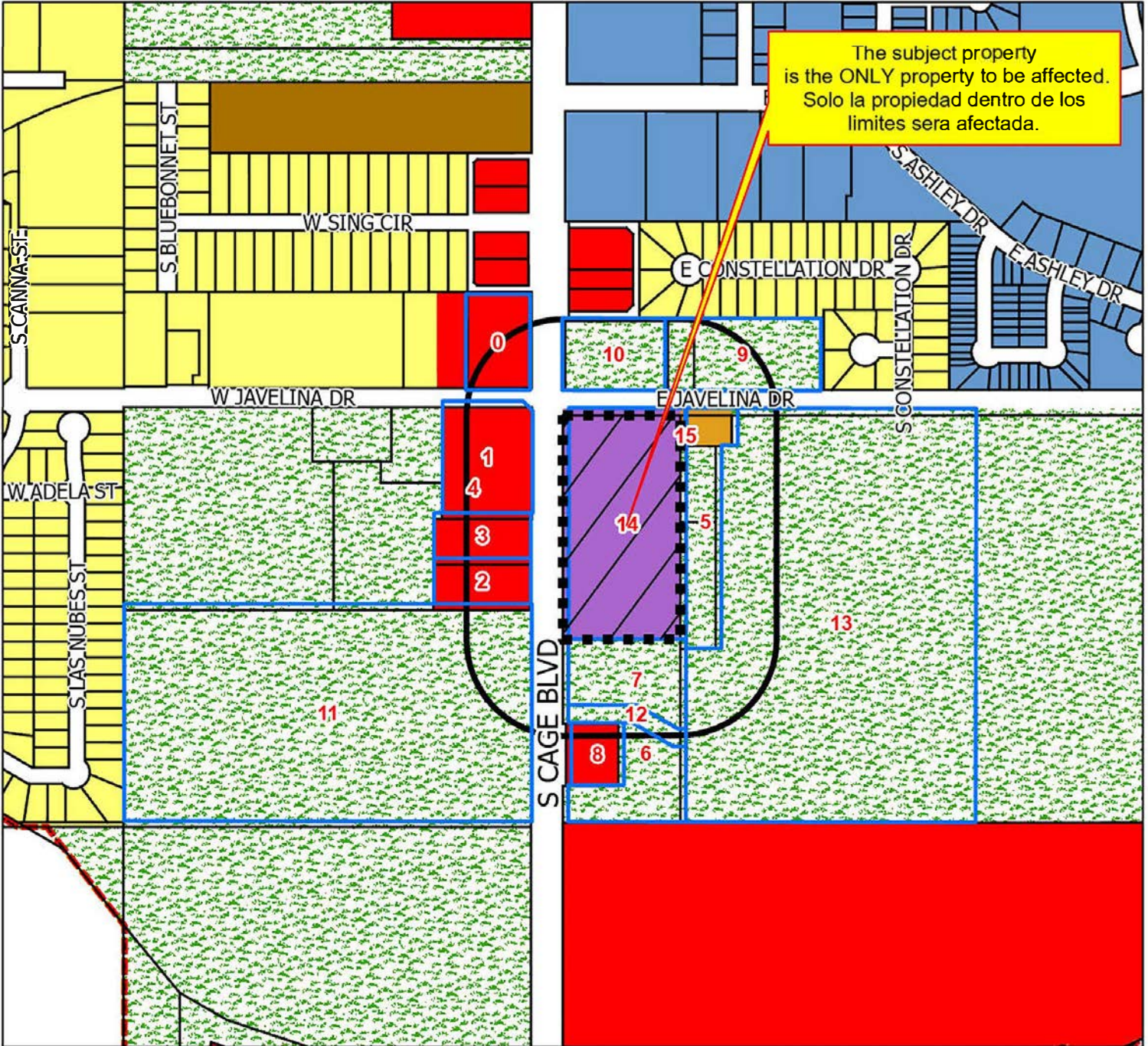
7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.



- ▬ Subject Property
- ▬ Notified Properties
- ▬ 300 ft. Notification Buffer
- ▬ Pharr City Limit

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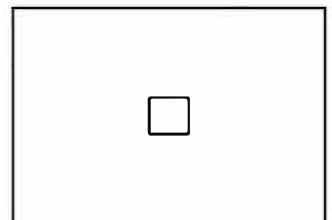




- Subject Property
- Notified Properties
- 300 ft. Notification Buffer
- Zoning**
- ZONE**
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial

- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development
- Pharr City Limit

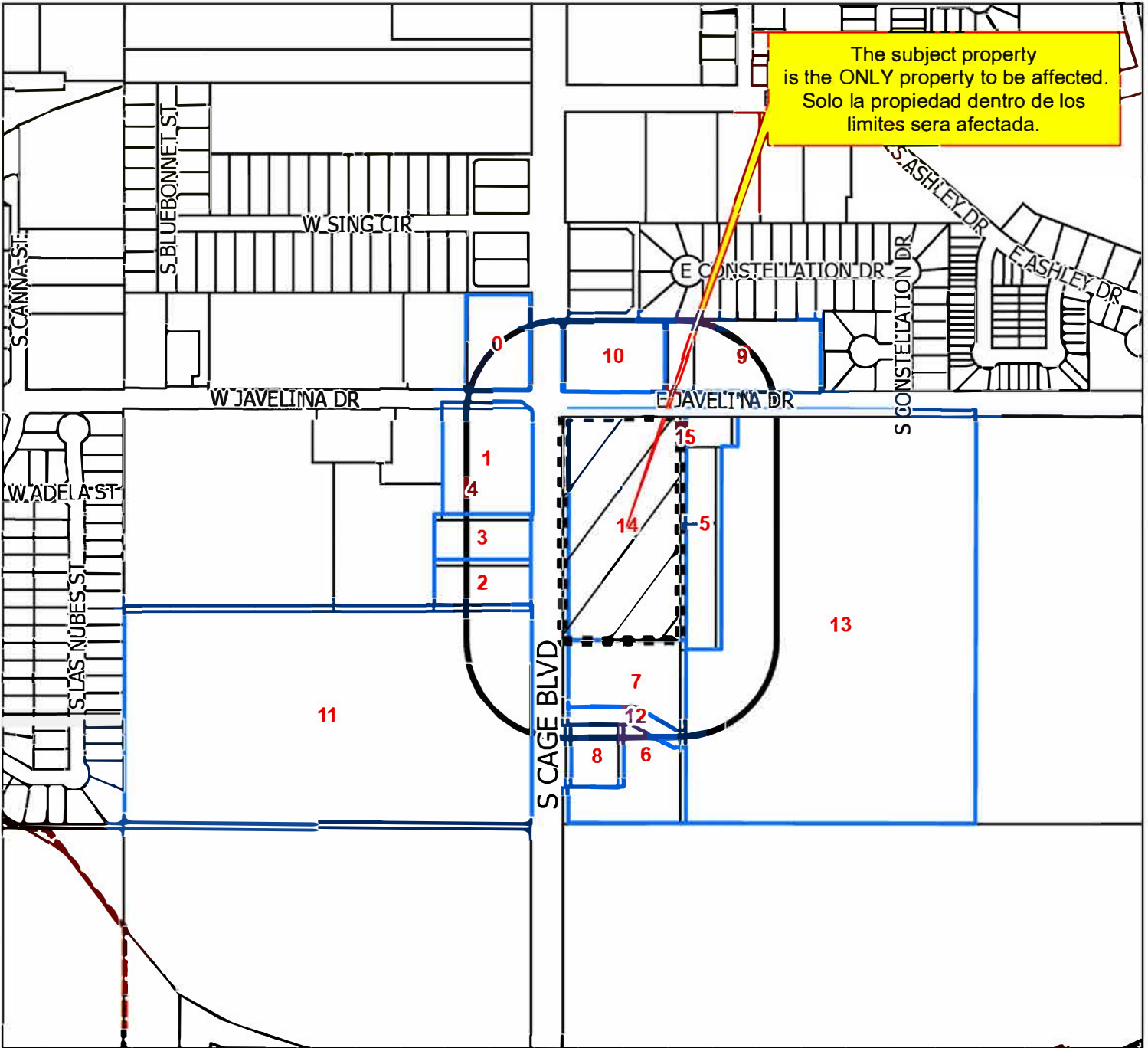
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Proposed CUP 250202
 Lot 1, Stripes Pharr Subdivision, Pharr,
 Hidalgo County, Texas
 7-ELEVEN INC Timothy Ilaoa
 RADIUS



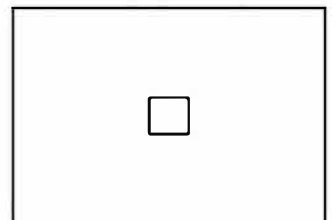
G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 250202 6.137 acres of land, out of 6.319 acre tract in lot 253, Kelly pharr subdivision\aprv00_BASE Project File.aprx



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

- Subject Property
- Notified Properties
- 300 ft. Notification Buffer
- Pharr City Limit

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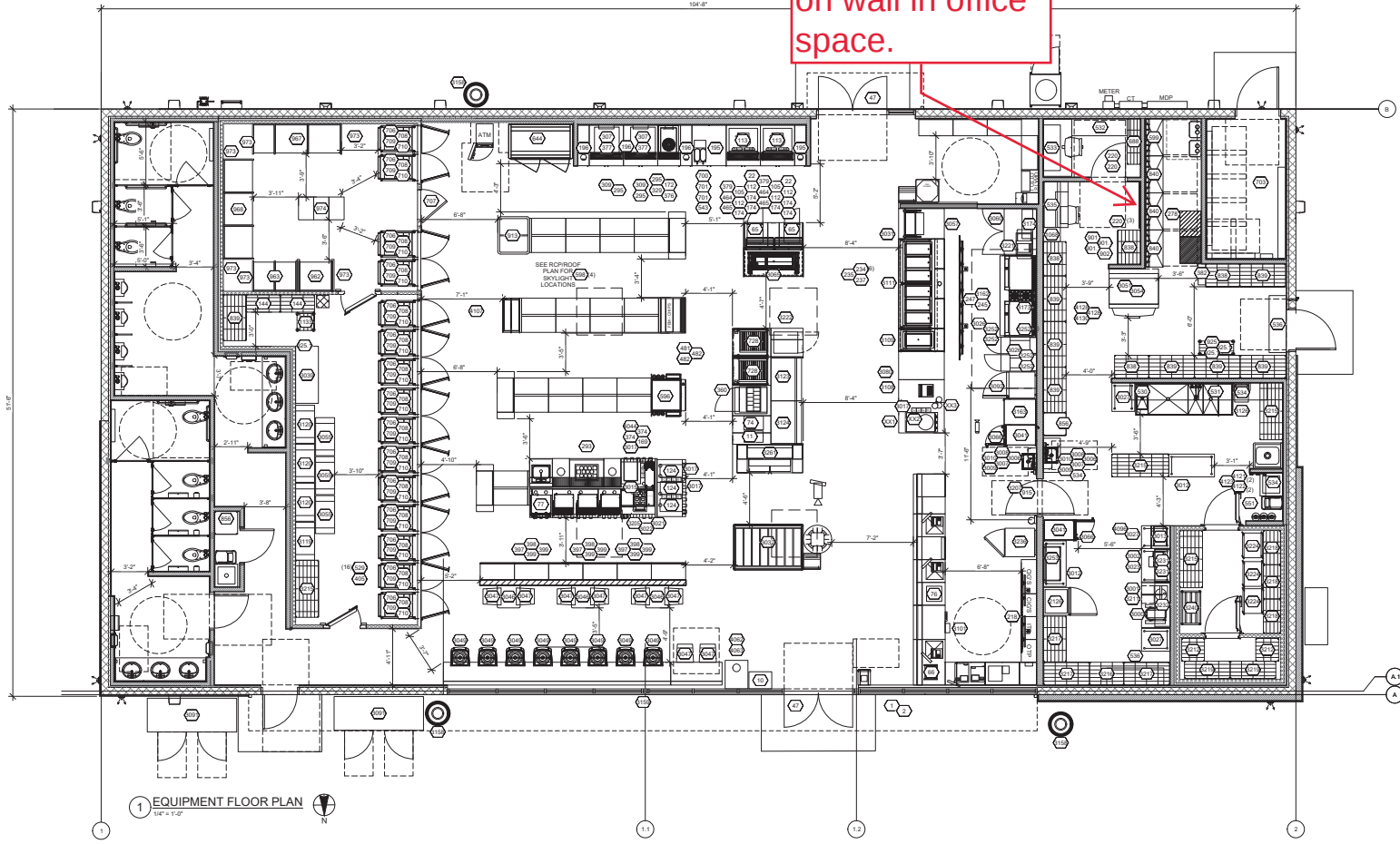


City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 2/19/2025

Scale: 1:5,500





SHEET:
EQ1.0
EQUIPMENT FLOOR PLAN
104x51R LTC CMU

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Scale: AS NOTED
Date: 10-26-2023
Drawn By: DP
Checked By: AM



7-EL EVEN, INC.
3200 HACKBERRY ROAD, IRVING, TX 75063
STRIPES #42387 104x51 LTC/CFL
3501 S. CALE BLVD.
PHARR, TX 78577
EQUIPMENT FLOOR PLAN

Rev. #	Date	Description	Rev. #	Date	Description
1	02/19/24	ACONEX COMMENTS	1	02/19/24	ACONEX
2	03/09/24	ISSUE FOR BID	2	03/09/24	ACONEX
3	03/29/24	ACONEX COMMENTS	3	03/29/24	ACONEX
4	03/29/24	ACONEX COMMENTS	4	03/29/24	ACONEX
5	03/29/24	ACONEX COMMENTS	5	03/29/24	ACONEX
6	03/29/24	ACONEX COMMENTS	6	03/29/24	ACONEX
7	03/29/24	ACONEX COMMENTS	7	03/29/24	ACONEX

PROTO: 8350 LTC-2023-01



PHARR-SAN JUAN-ALAMO ISD

Business Services

Rebecca Gonzales, Assistant Superintendent for Finance

January 30, 2025

David L. Seltzer
Senior Vice President and Chief Financial Officer
7-Eleven
Box 711
Dallas, TX 75201-0711

Dear Mr. Seltzer:

At the regular board meeting of January 27, 2025, the Pharr-San Juan-Alamo Board of Education did not object to your notification of a request for a Wine and Malt Beverage Retailer's on and off Premise Permit for 7-Eleven/d/b/a Stripes Convenience Store #4237OH located at 3501 S. Cage Blvd. Pharr, TX 78577.

Should you have any questions, please call me at 354-2018.

Sincerely,

Rebecca Gonzales
Assistant Superintendent for Finance

START COLLEGE NOW! COMPLETE EARLY! GO FAR!

601 E. Kelly St., Pharr, TX 78577 P.O. Box 769, Pharr, TX 78577 P: (956) 354-2018 F: (956) 354-3002 www.psjaisd.us

It is the policy of Pharr-San Juan-Alamo ISD not to discriminate on the basis of sex, disability, race, color, religion, national origin or age.

Office of Superintendent of Schools
Board Meeting of January 27, 2025

December 18, 2024

Office of Finance
Rebecca Gonzales, Assistant Superintendent for Finance



SUBJECT: NOTICE TO SELL ALCOHOLIC BEVERAGES REQUEST FOR 7-ELEVEN BEVERAGE CO.

David L. Seltzer, Senior Vice President of 7-Eleven Beverage Company Inc. has submitted a request for a permit authorizing the retail sale or service of alcoholic beverages at Stripes Convenience Store located at 3501 S. Cage Blvd. Pharr, TX. This business is located within 1,000 feet of PSJA Southwest ECHS and a requirement of the Texas Alcoholic Beverage Commission is that applicants must notify the district of their permit request.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY OR ADMINISTRATIVE PROCEDURES.

RECOMMENDED: That the Board of Education acknowledges they have been informed of the permit request by David L. Seltzer, 7-Eleven Beverage Company, Inc. to Texas Alcoholic Beverage Commission to sale/service of alcoholic beverages, effective January 28, 2025.



David L. Seltzer
SENIOR VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER
972.828.2755
e: david.se1tzer@7-11.com

EMAIL WITH READ RECEIPT AND ACKNOWLEDGMENT

December 16, 2024

Re: 7-Eleven Beverage Company Inc. d/b/a Stripes Convenience Store #42370H 3501 S Cage
Blvd, Pharr, TX 78577

Dear Dr. Alejandro Elias,

This letter is to notify Psja Southwest Early College High School that application is being made to the Texas Alcoholic Beverage Commission for a Wine and Malt Beverages Retailer's On and Off Premise Permit (BG) for 7-Eleven Beverage Company Inc. d/b/a Stripes Convenience Store #42370H located at 3501 S Cage Blvd, Pharr, TX 78577. This facility is currently licensed with a Wine and Beer Retailer's Off Premise permit (BQ). This new application will enable the store to sell wine-based margaritas at the Laredo Taco restaurant that is part of the facility as well as continue the sale of beer and wine for off premise consumption.

As part of the licensing process, the City of Pharr requires that the licensee 7-Eleven Beverage Company Inc. obtain the school's approval with this change in licenses. 7-Eleven strives to be a good neighbor by participating in various community projects, providing millions of Slurpee coupons to schools, youth programs and community policing efforts throughout the U.S. We have a "Come of Age" training and public awareness program that all store employees are required to participate in to prevent the unlawful sales of alcohol and tobacco.

Please acknowledge the change of permit that allows the Laredo Taco restaurant to serve margaritas and to continue to allow the sale of beer and wine for off premise consumption by signing below and emailing back to us.

Should you have any questions, please contact Tim Ilaoa with Texas Licensing at (214) 901-8788. Thank you.

Very truly yours,

7-Eleven Beverage Company Inc.

David L Seltzer
Senior Vice President

Acknowledge Receipt:

Approved:

☒ Pharr-San Juan-Alamo ISD

Agenda item attached



Pharr
Development Services



Site Photo

3501 South Cage Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.6.

DATE SUBMITTED: March 12, 2025

MEETING DATE: March 17, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as Lot 1, 7-11 Cage Addition, Pharr, Hidalgo County, Texas. The property's physical address is 6024 North Cage Boulevard. CUP#231106 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 1st renewal for 7-Eleven Convenience Store's and Stripes Stores.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 3/12/2025
Approved - 3/13/2025
Final Approval - 3/14/2025



MEMORANDUM

DATE: MONDAY, MARCH 17, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#231106 (7-ELEVEN CONVENIENCE STORE'S AND STRIPE STORES)
--

GENERAL INFORMATION:

APPLICANT: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 1, 7-11 Cage Addition, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6024 North Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The properties to the east are zoned Single-Family Residential District (R-1) and General Business District (C). The adjacent zoning is Limited Industrial District (L-I) to the south and west. The city limits lie to the north. The area is generally designated for commercial use in the Land Use Plan.

**COMMENTS: POLICE
CHIEF:**

Recommends approval of
the Conditional Use Permit.

**FIRE
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**CODE
COMPLIANCE:**

Recommends approval of
the Conditional Use Permit.

HEALTH:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT SERVICES
RECOMMENDATIONS:**

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

March 17, 2025

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

Background:

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

The property is located at 6024 North Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

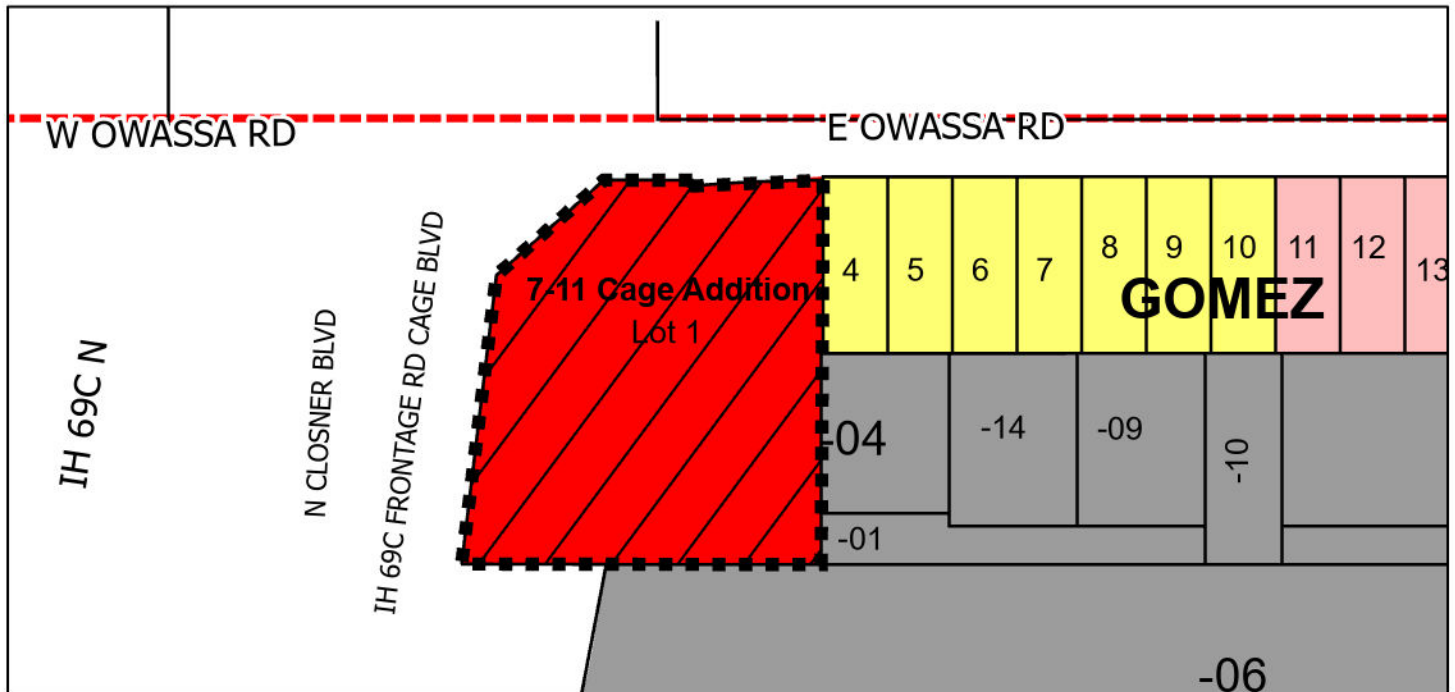
Recommendations:

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

CUP Renewal
6024 N Cage Blvd
7-Eleven
Timothy Ilaoa



G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal 6024 N Cage Blvd 7-ELEVEN\00_Renewal Base.aprx



- | | | | |
|--------------------------|---------------------------------------|--------------------|--------------------------|
| Subject Property | Residential Multi-Family High Density | General Business | Neighborhood Commercial |
| Pharr City Limit | 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 |

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1:1,800

0 75 150 300 450 600 Feet



Date: 2/4/2025



Pharr
Development Services



Site Photo

6024 North Cage Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: March 12, 2025

MEETING DATE: March 17, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of property; determining the estate to be acquired; establishing fair market value for the property to be acquired, and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriating funds, and authorizing condemnation proceedings by City Attorney; ratification of prior acts. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The Resolution presented here is to acquire Right-of-Way located on the east side of the existing 70 ft. City of Pharr Right-of-Way near East Doffing Road for the installation of light poles along the International Bridge as part of the Twin Span Bridge Project. A 0.43-acre tract consisting of a 40 ft. by 498.13 ft. parcel will be required, as depicted in the attached exhibits.

Fiscal Consideration: None at this time. An appraisal is forthcoming following approval of this item.

Staff Recommendation: Staff recommends approval of the Resolution to acquire the necessary Rights-of-Way for the installation of light poles along the International Bridge as part of the Twin Span Bridge Project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Kimberly Mendoza
Maria Rangel
Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 3/12/2025
Approved - 3/13/2025
Approved - 3/14/2025
Approved - 3/14/2025
Final Approval - 3/14/2025

EXHIBIT A
TRACT 1 – 0.43 ACRES
OUT OF PORCION 69
HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING A 0.43 ACRES TRACT OF LAND MORE OR LESS, OUT OF PORCION 69, HIDALGO COUNTY, TEXAS, SAID 0.03 ACRES TRACT BEING A PART OR PORTION OF A CALLED 429.1384 ACRES TRACT OF LAND DESCRIBED A GENERAL WARRANTY GIFT DEED CONVEYED TO ROBERT LA VERE DREIBELBIS, ROLAND CLYDE DREIBELBIS AND JAMES DEAN DREIBELBIS, RECORDED IN DOCUMENT NUMBER 3268460, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 0.43 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF LOT 401, SAME BEING THE SOUTHWEST CORNER OF LOT 400, KELLY-PHARR SUBDIVISION, RECORDED IN VOLUME 3, PAGE 133-134 DEED RECORDS OF HIDALGO COUNTY, TEXAS,

THENCE, S 81° 29' 44" E ALONG THE SOUTH LINE OF SAID LOT 400, A DISTANCE OF 161.39 FEET TO A CALCULATED POINT;

THENCE, S 8° 30' 16" W ACROSS PORCION 69, SAME BEING IN PART ALONG THE WEST BOUNDARY LINE OF THE REMAINDER OF THE SAID 429.1384 ACRE TRACT, SAME BEING IN PART ALONG THE EAST LINE OF A CALLED 70.00 FOOT RIGHT-OF-WAY TO THE CITY OF PHARR, RECORDED IN VOLUME 2536, PAGE 848, OFFICIAL RECORDS OF HIDALGO COUNTY TEXAS, PASSING AT 183.83 FEET A 1/2 -INCH CAPPED IRON ROD FOUND AT THE SOUTHWEST CORNER OF A CALLED 4.714 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO THE UNITED STATES OF AMERICA, RECORDED IN DOCUMENT NUMBER 3095463, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND CONTINUING FOR A TOTAL DISTANCE OF 4540.54 FEET TO A 1/2 - INCH CAPPED IRON ROD SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

THENCE, S 81° 29' 46" E ACROSS THE SAID PORCION 69, SAME BEING ACROSS THE SAID 429.1384 ACRE TRACT, A DISTANCE OF 40.00 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 8° 30' 16" W ACROSS THE SAID PORCION 69, SAME BEING ACROSS THE SAID 429.1384 ACRE TRACT, TO THE NORTH BOUNDARY LINE OF A CALLED 33.55 ACRE TRACT OF LAND DESCRIBED A DEED CONVEYED TO THE CITY OF PHARR, RECORDED IN VOLUME 2536, PAGE 848, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 498.13 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 77° 50' 55" W, ALONG THE NORTH BOUNDARY LINE OF THE SAID 33.55 ACRE TRACT, TO A POINT ON THE EAST LINE OF THE SAID 70.00 FEET CITY OF PHARR RIGHT-OF-WAY, A DISTANCE OF 19.61 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF THE SAID 70.00 RIGHT-OF-WAY TO THE CITY OF PHARR, WITH A CURVE TO THE RIGHT, ARC LENGTH OF 152.60 FEET, RADIUS OF 566.62 FEET, DELTA ANGLE OF 15.43, CHORD BEARING AND DISTANCE N 0° 47' 19" E 152.14 FEET, TO A 1/2 INCH CAPPED IRON ROD SET, FOR A POINT OF CURVATURE OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 30' 16" E, ACROSS THE SAID PORCION 69, SAME BEING ACROSS THE SAID 3.55 ACRE TRACT, AND SAME BEING ALONG THE EAST LINE OF THE SAID 70.00 FOOT CITY OF PHARR RIGHT-OF-WAY A DISTANCE OF 346.12 FEET TO THE **POINT OF BEGINNING**, SAID TRACT CONTAINING 0.43 ACRES OF LAND, MORE OR LESS.

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



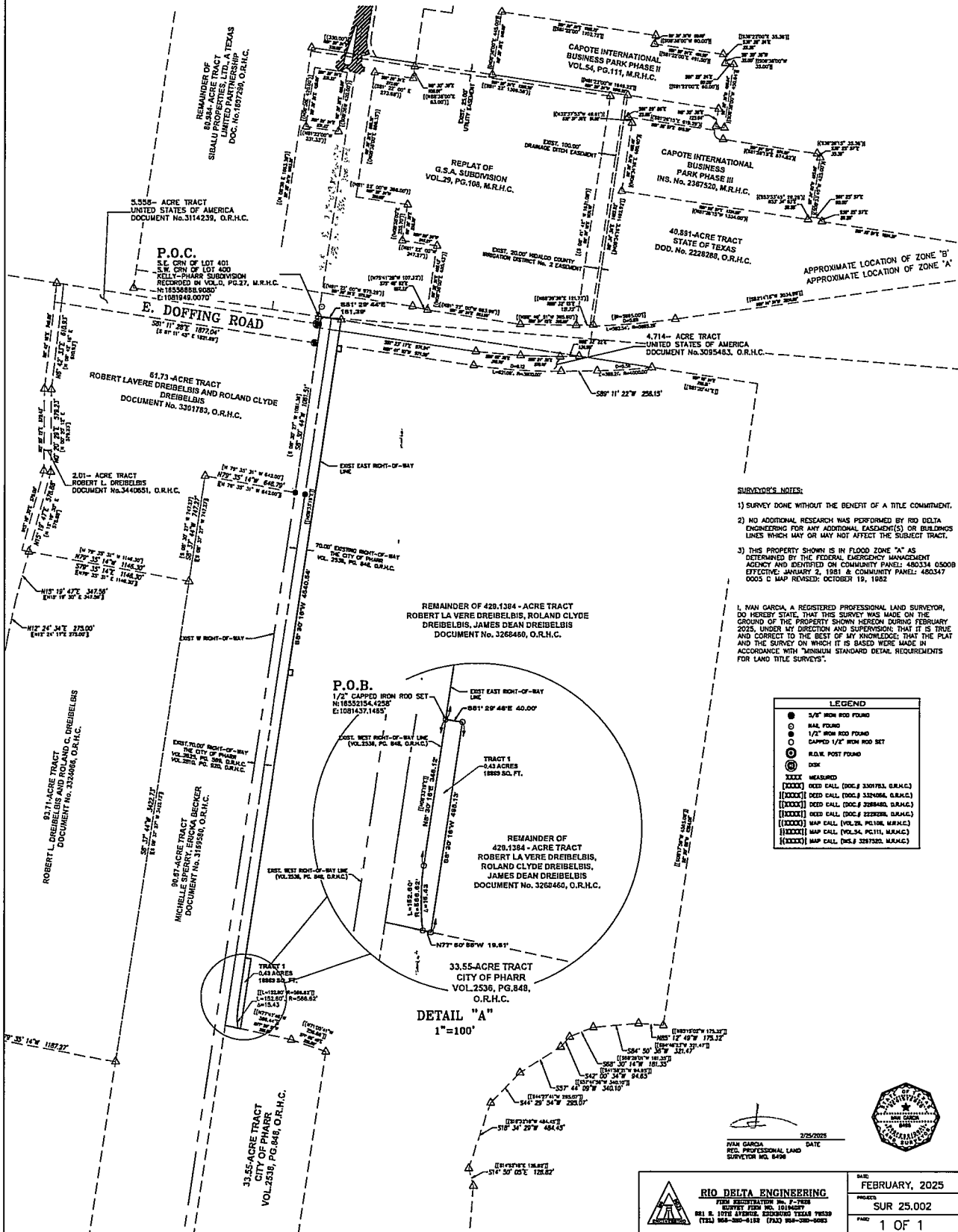
2/25/2025

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539



EXHIBIT "B"
TRACT 1- 0.43 ACRES
OUT OF PORCION 69
HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

SCALE 1" = 200'
 BEARING BASIS
 TX STATE PLANE
 COORDINATES NAD 83
 TEXAS SOUTH ZONE (4205)
 WESTERN DATA
 SYSTEMS NETWORK



RESOLUTION NO. R-2025-_____

A RESOLUTION OF THE CITY OF PHARR, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS

WHEREAS, the City of Pharr, proposes to make certain improvements to roadways and/or city parks and adjacent land including but not limited to rights of way, easements, and property in and about the City of Pharr in Hidalgo County, Texas; and

WHEREAS, the City of Pharr, Texas has determined that certain property is necessary for the furtherance of these improvements and associated projects that are proposed to be made by the City of Pharr, Texas and that such improvements will be beneficial public improvements to the residents and inhabitants of the City Pharr, Texas of Pharr, Texas; and

WHEREAS, the City of Pharr has determined it is necessary to establish procedures for determining the establishment and approval of just compensation for the parcel to be acquired:

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

SECTION 1: That the City of Pharr, Texas hereby officially determines that there is a public necessity for acquiring the following real property for the expansion and construction of roadway and/or city park improvements and adjacent land including but not limited to rights of way, easements, and property, and that the needs of its residents and inhabitants will be served by acquiring the following real property:

LEGAL DESCRIPTION:

EXHIBIT "A": BEING A 0.43 ACRES TRACT OF LAND MORE OR LESS, OUT OF PORCION 69, HIDALGO COUNTY, TEXAS (TRACT 1)

SECTION 2: That the City of Pharr, Texas hereby officially determines based on any opinions and recommendations of professional real estate appraisers, or that may be pending appraisal, that the fair market value of all estates and interest in the specifically described property are fair.

SECTION 3: That the City Manager, or its designee, be hereby authorized and directed to communicate a written offer to all record owners of the property for voluntary purchase of said property in an amount not to exceed the amount determined and established to be just compensation; therefore, and to further negotiate with said owner(s) on behalf of the City of Pharr for the voluntary purchase of the property for an amount not in excess of the amount determined and established to be just compensation.

SECTION 4: That the Mayor, and in his absence, the City Manager or its designee, is and shall hereby be authorized to execute all documents necessary to acquire the property on behalf of the City of Pharr, Texas.

SECTION 5: That should the City of Pharr, Texas and the owner(s) of the property herein described and determined to be acquired are unable to agree upon the value of the land, or should negotiations become futile, that the City Attorney hereby be authorized to initiate condemnation proceedings on behalf of the City of Pharr, Texas and do all legal things necessary, in accordance with state law, to acquire the property.

SECTION 6: That all lawful acts which have heretofore been performed by agents and representatives of the City of Pharr, such as, but not limited to, offers of purchase, negotiations with owners, and notices given to owners, shall hereby be ratified.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 17th day of March, 2025.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.B.

DATE SUBMITTED: March 14, 2025

MEETING DATE: March 17, 2025

FROM: Cynthia Speedon, Administrative Assistant

DEPARTMENT: GMCD

DIRECTOR: Elizabeth Diaz

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-96-40 to decrease the number of Community Development Council board members from eleven (11) members to seven (7) members. ***(Adoption on 1st Reading) This item supports SE - Service Excellence.***

Classification: Regular

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

Issue: The Grants Management & Community Development Department (GMCD) is requesting approval to amend Ordinance No. O-96-40 to reduce the Community Development Council (CDC) board from 11 to 7 members due to ongoing challenges in meeting quorum, which affects timely decision-making and compliance with HUD requirements. This change will improve efficiency and ensure timely decision-making by the CDC board.

Fiscal Consideration: N/A

Staff Recommendation: This request to reduce the CDC board from 11 to 7 members is recommended by Housing and Urban Development (HUD), to improve efficiency, ensure compliance, and allow the board to function more effectively. Additionally, the Grants Management & Community Development (GMCD) department is also recommending approval of this change.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Cynthia Speedon
Elizabeth Diaz
Ricardo Rodriguez
City Management Office

Created/Initiated - 3/14/2025
Approved - 3/14/2025
Approved - 3/14/2025
Final Approval - 3/14/2025

ORDINANCE NO. O-2025-__

AN ORDINANCE AMENDING ORDINANCE O-96-40 AND AMENDING CHAPTER 38, ARTICLE II, SECTION 38-26 TO 38-29 OF THE CODE OF ORDINANCES OF THE CITY OF PHARR; REVISING ARTICLE II, ADVISORY BOARD SEC. 2 MEMBERSHIP COMPOSITION AND SEC. 3 TERMS; PROVIDING FOR A QUORUM; PROVIDING FOR A SEVERABILITY CLAUSE; DECLARING AN EMERGENCY AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE

WHEREAS, an Ordinance creating the City of Pharr Community Development Council has been approved and adopted; and

WHEREAS, currently the Community Development Council consists of eleven (11) members; and

WHEREAS, the number of members shall be decreased from eleven (11) to seven (7); and

WHEREAS, Ordinance O-96-40 is hereby amended and reinstated to read as follows:

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

SECTION A. MODIFICATIONS TO ADVISORY BOARD

ARTICLE II: ADVISORY BOARD

SECTION 1 - Created; Duties.

The community development council for the city of Pharr has been created and shall serve in an advisory capacity to the city commission, and its purpose shall be to gather and coordinate data; to assist in the development of a system of priorities in the area of community development for the city; and otherwise to implement a program of community development in appropriate ways in keeping with relevant federal guidelines.

SECTION 2 – Membership - Composition.

The community development council shall be composed of seven (7) members of which members shall meet the relevant criteria of the Federal Community Development Act, as amended. Two (2) of such members shall be residents of Census Tract No. 213; one (1) of such members shall be residents of Census Tract No. 214; one (1) of such member shall be residents of Census Tract No. 215; one (1) of such member shall be residents of Census Tract No. 216; one (1) of such member shall be residents of Census Tract No. 217; and one (1) member at large shall be a resident of the city and can serve as chairman or vice chairman.

SECTION 3 – Terms; Renewal; Organization.

- A. **Terms.** The terms of office of the members of the Community Development Council shall be as follows:
1. Appointment of terms. The city commission shall appoint three (3) members to a term of two (2) year; four (4) members to a term of three (3) years.
 2. Subsequent terms. Following the expiration of the initial terms, all appointments shall be for a term of two and three years.
 3. Vacancies. In the event a vacancy occurs prior to the expiration of a full term, the city commission shall appoint a new member to complete the unexpired term. All members shall serve until their successors have been appointed and qualified unless they forfeit their office as set out herein.
 4. No term limits. Any member may be reappointed upon the completion of their term. There is no limit to the number of terms any person can serve.
- B. **Quorum.** Any four (4) members of the Community Development Council shall constitute a quorum for the transaction of business. The affirmative vote of a majority of those attending any meeting at which there is a quorum present shall be necessary to pass any motion, recommendation or resolution of the Community Development Council.
- C. **Removal from office.** Any member of the Community Development Council may be removed from office for any cause by the City Commission upon notice and hearing.
- D. **Attendance.** Any member of the community development council who fails to attend three (3) consecutive meetings and whose absence is not excused by the council, or who is absent from more than fifty (50) percent of the meetings in any calendar year will automatically forfeit their position as a member of the Community Development Council. The Chairman or Vice-Chairman of the Community Development Council shall notify the City Commission of such forfeiture and request that a new member be appointed.
- E. **Officers.** The Community Development Council shall elect a Chairman, Vice-Chairman and Secretary at the first meeting of the calendar year for a term of three (3) years. The vice-chairman shall preside in the absence of the chairman.

SECTION B. CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all other ordinances dealing with the subject and other ordinances in direct conflict with this ordinance is herewith repealed and this ordinance shall supersede and provisions in conflict herewith, all other provisions of the above described ordinances shall remain in full force and effect.

SECTION C. SEVERABILITY CLAUSE

If any section, part of provisions of this ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provisions of this Ordinance.

SECTION D. DECLARING AN EMERGENCY CLAUSE

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

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 17th day of March, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: March 11, 2025

MEETING DATE: March 17, 2025

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Change Orders A & B for the purchase of a 2025/26 Alexis/Spartan Chassis Heavy Rescue Truck for the Fire Department from SMJ Equipment, LLC from Spring, Texas for \$38,397.00. (BuyBoard Purchasing Cooperative Contract Number 746-24) **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: On October 21, 2024, the City Commission authorized the City Manager to purchase an Alexis/Spartan Heavy Rescue Apparatus for the Fire Department (FD) from SMJ Equipment in the amount of \$1,986,427.00 utilizing BuyBoard Cooperative Purchasing Contract Number 746-24.

On December 5-6, 2024, FD staff conducted a pre-construction conference with Alexis and Spartan to review shop drawings, specifications and equipment details. As a result of the pre-construction meeting, staff is recommending revisions to the Spartan chassis and Alexis rescue body assembly as noted on the attached Change Orders A & B. Change Order A addresses the chassis in the amount of \$29,568.00 and Change Order B addresses the rescue body in the amount of \$8,829.00. The aggregate cost for the change orders (A + B) is \$38,397.00.

If the proposed change orders are approved in the amount of \$38,397.00, the revised purchase price for the Heavy Rescue is \$2,024,824.00. This apparatus has a lead time to build of 18 months. Payment for the apparatus is anticipated over two (2) fiscal years (FY) in the amounts of \$769,889.00 in FY 25-26 and the balance of \$1,254,935.00 in FY 26-27.

Project No. 2425-01-515-P01-01

Fiscal Consideration: This apparatus has an 18 month lead time to build and will be paid for over two (2) fiscal years.

Staff Recommendation: Based on review by this office, staff recommends approval of Change Orders A and B for the purchase of one new 2025/26 Alexis/Spartan Heavy Rescue Truck in the aggregate amount of \$38,397.00.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez	Created/Initiated - 3/11/2025
Mayra Gomez	Approved - 3/11/2025
Jamison Merrick	Approved - 3/14/2025
Ricardo Rodriguez	Approved - 3/14/2025
City Management Office	Final Approval - 3/14/2025



Change Order A

109 East Broadway
Alexis, IL 61412
800-322-2284 / 309-937-3801 fax

Customer: Pharr Fire Dept.
Job Number: S808
Drawing No: R-G74
Date: 12/17/24

Routing

- ☐ Engineering
☐ Shop
☐ Purchasing
☐ Parts Dept

ITEM	PAGE	DESCRIPTION	CUSTOMER COST
		This change order are for chassis items being done at Spartan.	Clarification
A1	*	The cab and chassis shall be designed and built to the standards and requirements of the United States Environmental Protection Agency (EPA). The design, testing, service, and manufacturing process shall be certified compliant to these standards and requirements set forth by the agency to meet the regulated level of exhaust emissions for the model manufactured year 2021-2026. The chassis shall also comply with the EPA model manufactured years 2024-2026 greenhouse gas regulations for CO2 emissions in the applicable model years.	Price difference to be provided by Spartan. Pricing to be provided on Change order B.
A2	*	In lieu of five group 31 Odyssey batteries, the single start electrical system shall include six Harris BCI 31 925 CCA batteries with a 210 minute reserve capacity and 4/0 welding type dual path starter cables per SAE J541. The batteries shall be held in place by non-conducting phenolic resin hold down boards.	(\$2,835.00)
A3	*	The exhaust system shall include an end-in end-out horizontally mounted single module after treatment device, and downpipe from the charge air cooled turbo. The system shall utilize 0.07 inch thick stainless steel exhaust tubing between the engine turbo and the DPF. Zero leak clamps seal all system joints between the turbo and DPF. The single module after treatment through the end of the tailpipe shall be connected with zero leak clamps. The discharge shall terminate horizontally on the right side of the vehicle ahead of the rear tires. The exhaust system after treatment module shall be mounted below the frame in the outboard position.	Clarification
A4	*	The exhaust system shall include a molded cross linked polyethylene tank for Diesel Exhaust Fluid (DEF). The tank shall have a capacity of six usable gallons and shall be mounted on the left hand side of the chassis frame behind the batteries below the frame. The tank fill tube shall be routed under the rear of the cab with the fill neck and splash guard accessible in the top rear step.	Clarification

A5		The rear gross axle weight rating (GAWR) of the chassis shall be 44,000 pounds, in lieu of 40,000 pounds. This rear gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.	Clarification
A6		With this Rescue apparatus, no water and foam tank provisions and capacity shall be provided.	Clarification
A7		The cab exterior shall be painted a single color Red PPG paint color. Paint chip sample to be sent to customer for approval. All paint brake provisions shall be deleted.	(\$1,850.00)
A8		In lieu of dark red, the visible interior cab structure surfaces shall feature a black spray on bedliner coating which shall mold to each surface of the cab interior.	Clarification
A9		All visible cab structure surfaces and painted interior components shall feature a black spray on bedliner coating. All interior cab surfaces shall be black in color, in lieu of dark red.	Clarification
A10		The cab shall be a custom, fully enclosed, ELFD model with a 20.00 inch raised roof over the driver, officer, and crew area.	\$14,023.00
A11		The cab shall offer an exterior compartment on the left side of the cab behind the rear door. The compartment opening shall be 17.00 inches wide X 31.19 inches high. The compartment size shall be 17.34 inches wide X 31.19 inches high, and shall be split by the cab floor so the transverse section is full width.	Clarification
A12		The interior of the right and left hand exterior compartment shall have a DA sanded finish.	(\$473.00)
A13		The specified additional set of power and ground studs shall be provided and shipped loose with a 40 amp breaker. The studs shall be 0.38 inch diameter and capable of carrying up to a 40 amp battery direct load. The circuit for the studs shall be routed to the area behind the officer seat.	Clarification
A14		The fuel tank shall be constructed of 12 gauge stainless steel. The exterior of the fuel tank shall be natural finish. The fuel tank straps shall be constructed of #304 stainless steel. The fuel tank straps shall be powder coated black and then painted to match the frame components if possible	\$4,250.00
A15		In lieu of Meritor, the front axle shall be a Hendrickson STEERTEK Non-drive front axle, NXT Fire/Rescue model. The axle shall include a 3.74 inch drop and a 70.87 inch king pin intersection (KPI). The axle shall be a box-shaped fabricated beam with integrated suspension. The axle shall include a conventional style hub with a standard knuckle. The weight capacity for the axle shall be rated to 24,000 pounds. The front suspension shall include a parabolic leaf spring pack integrated into the Hendrickson STEERTEK NXT axle consisting of 58.40 inches long and 4.00 inches wide tapered leaf springs and shall feature a military double wrapped front eye. Spring eyes shall have Hendrickson's proprietary threaded pin bushings to increase roll stiffness. The spring capacity shall be rated specifically to the axle configuration from 18,000 and up to 24,000 pounds.	\$3,776.00

A16		The rear axle shall be a Meritor model RT-46-160 tandem drive axle. The axle shall include precision forged, single reduction differential gearing, and shall have a fire service rated capacity of 44,000 pounds.	Clarification
A17		In lieu of Goodyear, The front tires shall be Michelin 425/65R22.5 "L" tubeless radial XZE regional tread.	Clarrification
A18		On lieu of Goodyear, The rear tires shall be Michelin 12R-22.5 16PR "H" tubeless radial X® Works™ Z mixed service tread.	Clarification
A19		The front wheels shall include stainless steel lug nut covers and stainless steel baby moons shipped loose with the chassis for installation by the apparatus builder. The baby moons shall have cutouts for oil seal viewing when applicable. The rear wheels shall include stainless steel lug nut covers and band mounted spring clip stainless steel high hats shipped loose with the chassis for installation by the apparatus builder. The lug nut covers, baby moons, and high hats shall be RealWheels® brand constructed of 304L grade, non-corrosive stainless steel with a mirror finish.	\$469.00
A20		The left and right hand front bumper compartments shall include a cover constructed of 0.19 inch thick bright embossed aluminum tread plate.	\$982.00
A21		In lieu of 21", two Hadley brand E-Tone air horns which shall measure 24.00 inches long with a 6.00 inch round flare. The air horns shall be trumpet style with a chrome finish on the exterior and a painted finish deep inside the trumpet.	\$285.00
A22		The two chrome plated tow eyes shall be installed above the front bumper. The eyes shall be fabricated from 0.75 inch thick #1020 ASTM-A36 hot rolled steel. The inside diameter of the eye shall be 3.00 inch and shall include inside/outside chamfered edges	\$788.00
A23		The ceiling mounted A/C and heating tunnel shall extend to the rear of the cab. Six adjustable louvers will provide comfort for the front seat occupants and ten adjustable louvers will provide comfort for the rear crew occupants	\$698.00
A24		The 9" horizontally mounted interior door grab handle shall feature a textured black powder coat finish, in lieu of yellow.	Clarification
A25		The seat backs shall include the Pharr Fire Department logo. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.	\$650.00
A26		In lieu of Non-ABTS, the driver's seat shall be an H.O. Bostrom 500 Series Firefighter Sierra model seat with air suspension. The four-way seat shall feature a 3.00 inches vertical travel air suspension and manual fore and aft adjustment with 5.00 inches of travel. The suspension control shall be located on the seat below the left front corner of the bottom cushion. The seat shall also feature integral springs to isolate shock. The driver's seat shall include a standard seat back incorporating the all belts to seat feature (ABTS). The seat back shall feature a contoured head rest.	\$563.00

A27		The forward facing center seating positions shall include a full width seat frame located and installed at the rear wall. The seat frame shall span the available space on the rear wall. The seat frame shall be 12.38 inches high X 22.00 inches deep.	\$345.00
A28		In lieu of two separate doors, there shall be one access point to the storage area centered on the front of the seat frame. This access point shall be covered by a hinged door to allow access for storage in the seat box.	\$313.00
A29		The crew area shall include two rear facing crew seats, H.O. Bostrom 500 Series Firefighter model seats, which include one located directly behind the left side front seat and one located directly behind the right side front seat. The rear facing outboard seat shall feature a Bostrom SecureAll™ self contained breathing apparatus (SCBA) locking system which shall store most U.S. and International SCBA brands and bottle sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.	\$4,368.00
A30		The scuff plate on the cab door hardware shall be deleted.	(\$273.00)
A31		In lieu of one piece, the cab shall include one 18.00 inch three-piece knurled aluminum installed behind each cab door, total of four. The assist handle shall be made of extruded aluminum with a knurled finish to enable non-slip assistance with a gloved hand. The grab rails shall include a 12 volt, 17.00 inch long red LED light to provide an increased margin of safety for night time cab entry and egress. The lights shall only be activated when the parking brake is set and the ignition is on.	\$619.00
A32		In lieu of Ramco 6015-FFHR-750R bus style mirrors, Retractable Aerodynamic West Coast style dual vision mirror heads model 613305 shall be provided and installed on each of the front cab doors.	(\$890.00)
A33		The rear corner exterior trim scuff plate shall be deleted.	(\$394.00)
A34		The charging system shall include a 430 amp Delco Remy 55SI 12 volt alternator, in lieu of a Leece-Neville 320A. The alternator shall include a self-exciting integral regulator.	\$1,984.00
A35		The additional 120 volt 30 amp auto eject shall be deleted.	(\$1,139.00)
A36		Two red push button type momentary type siren brakes shall be provided in the switch panel on the dash. One push button shall be mounted on the driver side switch panel and one on the center panel on the officer side.	Clarification
A37		The siren activation shall be interlocked with the park brake and shall only be active when master warning switch is on to prevent accidental engagement.	Clarification
A38		The auxiliary Federal Signal Pathfinder PF400Q electronic siren control head shall be deleted.	(\$2,685.00)
A3		There shall be two speakers installed in the front portion of the cab recessed overhead and two speakers installed in the rear portion of the cab overhead. The speakers shall be provided for connection to the sound system.	\$533.00

A40		A Jensen brand heavy-duty radio with weather band, AM/FM stereo receiver and Bluetooth capabilities shall be installed in a customer specified location. Radio shall be the current, commercially available heavy-duty single-DIN automotive model at time of vehicle manufacturing date. The radio shall be installed in the right hand overhead position above the officer. A small antenna shall be located on the right hand side of the cab roof for AM/FM and weather band reception.	\$964.00
A41		A 1.50 inch diameter radio wire conduit with a pull wire included shall be installed and routed from behind the dash to under the officer's seat for radio installation by the customer. The officer's under seat storage area shall include an access hole for the conduit cut into the rear face of the seat box as not to interfere with the officer seat mounting. The cab overhead shall include six drop points for power and ground, accessible without removal of the interior trim, to charge a wireless headset. The power for the headsets shall be battery direct and pre-routed and terminate with one dropout circuit for all six headsets. The circuit shall be capable of carrying up to a maximum 10 amp load.	\$894.00
A42		An antenna shall be installed on the cab. The antenna shall be a Motorola HAF4013A. The antenna shall be mounted on the right hand front corner of the cab roof so not to interfere with light bars or other roof mounted equipment installed by chassis builder. The antenna shall be chassis builder supplied. The antenna cable shall be routed from the antenna base mounted on the roof to the area behind and underneath the right hand front seat.	\$478.00
A43		The single left and right hand camera, and camera display monitor option shall be deleted.	(\$1,140.00)
A44		In lieu of Alexis Fire Equipment, Spartan shall provided an FRC branded inView 360-HD™ heavy duty 360° camera system powered by SEON shall be supplied. Three HD cameras with box shaped housing shall be shipped loose for OEM installation in the body to afford the driver a clear view to the rear and sides of the vehicle and one HD camera shall be mounted on the front of the cab, above the windshield. The camera system shall be integrated with an event recording system. The camera system shall be wired to two vehicle display and control screens located on the driver's and officer's side dash. The camera system display can be activated through the vehicle display and control screens. The cab shall also include a Safety Vision 4401-HVR event recording system integrated with front and cabin view cameras. The video recording system shall be capable of recording event based video from the front view AHD camera and cabin view AHD camera. Video recording can also be activated manually with a momentary rocker switch located on the center dash rocker switch panel.	\$4,265.00
Accepted By: TOTAL			\$29,568.00

Customer Representative _____

DATE: _____

Alexis Representative _____

DATE: _____

NOTE: The contracted delivery date on the apparatus will be extended based upon the receipt of the approved change order



Change Order B

109 East Broadway
Alexis, IL 61412
800-322-2284 / 309-937-3801 fax

Customer: Pharr Fire Dept.
Job Number: S808
Drawing No: R-G74
Date: 02/25/25

Routing

- ☐ Engineering
☐ Shop
☐ Purchasing
☐ Parts Dept

ITEM	PAGE	DESCRIPTION	CUSTOMER COST
B1		The vehicle top speed shall be set at 68 MPH, in lieu of 60 MPH. A Statement of Exceptions shall be signed by the customer for this change from NFPA standards.	Clarification
B2		The crew area SCBA Bracket shall be deleted.	(\$245.00)
B3		The cab tilt pendant shall be mounted in the R1 compartment (storage module).	Clarification
B4		A boxed compartment shall be provided over the driver-side and officer-side rear facing seats. Each storage compartment shall be fabricated of SA7 aluminum and incorporate a drop down door for access. The exterior of each storage box shall be spatter finished to match the cab interior. The interior of each shall remain natural finish aluminum.	\$4,520.00
B5		In lieu of behind the officer and driver seat, two EMS compartments shall be provided one on each side of the forward facing rear seats along the rear wall. The EMS compartments shall be mounted on top of the seat frame and shall be built as high as possible to the cab ceiling. Each EMS compartment shall incorporate a ROM series roll up door with a satin finish.	Clarification
B6		The top of the EMS compartments shall feature a 1" lip and incorporate Die Cut black Hypalon webbing to help keep stored items in place during travel.	\$680.00
B7		One EMS compartment shall be located over the forward facing seats on the rear cab wall. The compartment shall be as large as possible and shall incorporate a black die cut Hypalon cover to retain the stored contents. The cover shall be retained with nylon clips at the top of the opening allowing the netting to drop down out of the way when not in use.	\$3,820.00
B8		- Two Buyers Products Molded Rubber Bumper B4500 shall be mounted one on each side of the front bumper winch. - Two additional rubber bumpers shall be mounted horizontally on the rear face of the tail step one on each side above the rear hitches.	\$1,965.00
B9		Stainless steel trim shall be provided above the front bumper Ramsey winch.	\$511.00

B10		One eyelet shall be mounted under the front bumper Ramsey winch.	\$880.00
B11		Custom rear rubber mud flaps with the department's logo shall be provided.	\$415.00
B12		A .190" smooth aluminum plate shall be mounted on the engine doghouse, on the top surface only. The plate shall provide a mounting surface and shall be spaced approximately ¾" up from the surface of the doghouse. The full mounting area of the smooth aluminum plate shall incorporate additional ¾" spacers throughout the length and width to deter deflection.	\$1,674.00
B13		One dual poly cup holder P/N TCO-P12000W shall be mounted on top of the dog house.	\$885.00
B14		Six 2½" hitch receivers shall be provided in the specified location on the apparatus body. The hitch assembly shall utilize 2½" square tubing. 12-volt electrical connections for a portable winch shall be provided on each hitch receiver. LOCATION: <u>Two under the rear tail step, one under each front body corner (total 2), one under each rear body corner (total 2)</u>	\$9,822.00
B15		The top front body rigging points shall be mounted on the top front of the storage module, one on each side. The rigging points shall be a swivel style.	Clarification
B16		In lieu of the storage module, AFE stainless steel top access ladder shall be mounted on the rear of the apparatus, officer side.	Clarification
B17		A recessed landing area approximately 20" deep x 17" wide x 20 high shall be provided at the top of the body on the officer side for ease of access to the upper storage containers.	\$2,670.00
B18		A ROM series roll up door with a painted finish shall be provided in the officer side of the storage module.	\$1,018.00
B19		The landing area and railing on top of the storage module shall be deleted.	(\$3,850.00)
B20		The front storage module height shall be raised to be flush/even with the body height. The storage module shall incorporate a width dunnage compartment located over the of the module. The dunnage compartment shall be left open, allowing full accessibility to stored equipment.	\$3,892.00
B21		The fold down steps mounted on each side of the storage module shall be deleted.	(\$1,783.00)

B22		The side compartment ROM series IV roll up doors shall feature a painted finish, in lieu of satin finish. Each roll-up door shall incorporate a stainless steel guard. The guard shall be located at the top of the compartment around the roll-up door header to protect the finish of the roll-up door when the door is in the up position. The door opening height will be reduced by approximately 2" to accommodate the door guard. The roll-up door side tracks and top drip rail shall painted to match the doors.	\$9,141.00
B23		Each roll up door shall incorporate a ROM elastic pull strap to assist in closing the door.	\$1,100.00
B24		- The fire extinguisher wheel well compartment on the officer side shall be deleted. - The triple air bottle compartment on the driver side shall be deleted. - The compartment floors located above the tandem wheels shall be lowered. The L3 & R3 compartment shall have a door opening of 48" wide x 62" high. The L4 & R4 compartments shall have a door opening of 55" wide x 27" high. - One vertical storage compartment shall be provided behind the rear wheel on the driver side. The compartment shall be manufactured a poly material and shall measure approximately 12" wide x 28" high x 18" deep. The compartment shall incorporate a vertically hinged stainless steel door with a black push button latch. The compartment shall remain open for general storage.	(\$465.00)
		OR	
B24	-	Two general storage compartment shall be located in the center of the wheel well assemblies in between the tandem wheels, one on each side. The compartment shall incorporate a vertically hinged stainless steel door with a black push button latch. Each compartment shall remain open for general storage. One vertical storage compartment shall be provided behind the rear wheel on the driver side. The compartment shall be manufactured a poly material and shall measure approximately 12" wide x 28" high x 18" deep. The compartment shall incorporate a vertically hinged stainless steel door with a black push button latch. The compartment shall remain open for general storage.	Declined
B25		All compartments shall be transverse compartments.	Clarification
B26		The customers' backboards that measure approximately 42x18 shall be stored in the L1 compartment transverse area.	Clarification
B27		One vertical PacTrac pull out tool board shall be provided in the L5 compartment for storage of the customers various chains. The Slide Master model SM3-SP-TB shall have full 100% extension and shall be rated at 1000#'s. One slide master shall be mounted on the floor of the compartment and a second shall be mounted on the roof of the compartment.	\$4,330.00

B28		Four upper storage compartments shall be provided on the roof of the body, in lieu of 5. The storage compartments shall be set vertically with two 10-foot containers towards the front of the body and one 8-foot container on the driver side rear and one 7-foot container on the officer side rear. These containers shall sit on strips of 3/16" Tivar 1000 polymer material that's spaced out on the roof of the body.	Clarification
B29		One 7 foot storage containers (officer side rear) shall feature one removable storage boxes. The storage box shall be manufactured of SA7 smooth aluminum and shall measure approximately 28" wide x 30" long. A compartment divider shall be mounted next to the box to help keep it in place during travel.	\$752.00
B30		One 8 foot storage container (driver side) shall incorporate three removable boxes within the container. The storage boxes shall be manufactured of SA7 smooth aluminum and shall measure approximately 28" wide x 30" long. These removable boxes shall incorporate false floors for item storage separation.	\$1,856.00
B31		One storage compartment shall be provided under the Palfinger Knuckle crane, driver side. The compartment shall incorporate a drop down door and shall be retained with cable. The door when in the open position shall be utilized as an access step to the crane platform.	\$2,016.00
B32		The drop down steps on each side under the crane shall be deleted.	(\$480.00)
B33		In lieu of the officer side wheel well location, the oil dry hopper compartment shall be provide in a pull-out style compartment under the Palfinger Knuckle crane on the officer side.	Clarification
B34		The awnings shall be black in color.	Clarification
B35		The Firecom wireless 5100D intercom system shall be for 6 people, in lieu of 4.	\$1,741.00
B36		In lieu of strip lights, two Whelen M6B blue LED lights and two M6R red LED lights shall be mounted two on each side over the rear wheels. The forward light shall be blue and the rearward light shall be red on each side. These lights will be mounted on chrome bezels and incorporate clear lenses.	Clarification
B37		The customer shall provide the desired flash pattern information for programing of the warning lights.	\$1,800.00
B38		There shall be one Britax L427 end outline marker Red/Amber LED light provided on the rear lower corner of the body on each side. The lights shall activate with the balance of the ICC lighting.	\$1,327.00
B39		The specified electric backup alarm shall be deleted. The backup alarm shall be Chassis supplied.	(\$170.00)
B40		The chassis supplied Q2B siren shall be pedestal mounted on the driver side of the front bumper.	\$2,660.00
B41		The Norcold refrigerator shall be deleted.	(\$1,541.00)

B42		In addition to the in-cab switch for the rear scene lights, the rear FireTech Guardian lights and the BG2 scene light shall be wired with the back-up light circuitry to illuminate whenever the apparatus is placed in "Reverse".	\$355.00
B43		In lieu of Blue Sea, the two specified USB charging ports shall be two Kussmaul Dual USB-C & USB-A SVR Part # 091-264 charging ports located in the console with constant power for charging phones. The USB charging port shall have the maximum output current of 63 watts allowing the charging of two devices at the same time.	Clarification
B44		Two additional Kussmaul Dual USB-C & USB-A SVR Part # 091-264 charging ports shall be one on each side of the rear forward facing seats. The ports shall be on constant power for charging phones.	\$1,695.00
B45		The Smart Power hydraulic generator shall be a 15kw generator	Clarification
B46		The Smart Power generator and 10 gallon oil tank shall be mounted in the storage module dunnage area, in lieu of the body open storage compartment.	Clarification
B47		The Vanair mobile power system exhaust shall exit out the officer side under body.	Clarification
B48		The reels in the storage module shall be mounted as follows: • The 2 welder lead reels on the L1 compartment floor • Electric cord reel on the top of L1 • Electric air reel on the top of R1	Clarification
B49		The Hannay ECR1616-17-18 electric cord reel shall incorporate have 100' of 10/3 black SO cord, in lieu of 12/4 SO cord.	Clarification
B50		The two Hannay Spring welder lead reels shall incorporate 100' of 10/4 cable, in lieu of 1/0 cable.	Clarification
B51		The specified 120 volt power strip shall be mounted in a specified compartment provided by the customer at a later date.	Clarification
B52		There shall be one RV Cams Voyager Color Observation back-up camera system installed on the apparatus. The system includes one color camera, three camera input receiver, and camera cable. The camera shall display using the Vista Display inside the cab. • The camera shall be mounted on rear top of the chassis cab. • The camera shall feature one-way audio from the top of the apparatus to the cab.	\$2,954.00
B53		The cascade control panel and fill station shall be moved to the officer side storage module compartment (R1). A barrier wall shall be provided in the compartment to separate the cascade system from the rest of the compartment.	Clarification
B54		The cascade air cylinders shall be located at the rear of the body along the rear side wall of the L5 compartment.	Clarification
B55		The 24" knurled stainless steel grab handle located on the officer side rear of the body shall be deleted.	(\$219.00)

B56		One 48" knurled stainless steel grab handle shall be mounted on the officer side of the body next to the rear access ladder.	\$286.00
B57		The entire rear shall be chevroned. This includes the rear of the crane platform.	Clarification
B58		Spartan credit for engine emission change.	(\$47,183.00)
Accepted By:			TOTAL \$8,829.00

Customer Representative _____

DATE: _____

Alexis Representative _____

DATE: _____

NOTE: The contracted delivery date on the apparatus will be extended based upon the receipt of the approved change order



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.A.

DATE SUBMITTED: March 13, 2025

MEETING DATE: March 17, 2025

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an affiliation agreement with the City of Weslaco for EMS student clinical rotations. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The City of Weslaco teaches EMT for the regional fire academy regional, They are in need of support with their EMS students doing their clinical rideouts.
(Project No. 2425-62-525-A13-01)

Fiscal Consideration: There is no fiscal spending required.

Staff Recommendation: Staff recommends the approval of this affiliation agreement.

Alternatives: The alternative would be not to approve this agreement.

Exclude Material from Public Packet? No

Reason: This item is not excluded.

ROUTING:

Daniel Ramirez

Mayra Gomez

Ricardo Rodriguez

City Management Office

Created/Initiated - 3/13/2025

Approved - 3/13/2025

Approved - 3/13/2025

Final Approval - 3/14/2025

AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE (“Agreement”) is made as of March 17, 2025 (the “Effective Date”) by and between City of Pharr, Texas, (“Affiliate”) and the City of Weslaco Fire Prevention - EMT Program (“Educational Institution”). the EDUCATIONAL INSTITUTION and Affiliate may be referred to herein individually as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

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

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

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

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

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

1. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION.

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

- (i) Ensure the adequacy of Accredited Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Accredited Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a “Participating Student”).

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

(b) Responsibility.

- (i) EDUCATIONAL INSTITUTION will retain ultimate responsibility: for the appointment of faculty from the Accredited Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students’ performance with respect to the Clinical Program.

- (ii) Without limiting the foregoing, all Participating Students, Accredited Program faculty and other EDUCATIONAL INSTITUTION representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Affiliate's Administrator or other designated personnel while onsite at the Facility.
- (iii) EDUCATIONAL INSTITUTION will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, EDUCATIONAL INSTITUTION's Program Representative will follow-up with Affiliate's Program Representative to address unresolved issues.
- (c) **Compliance with Program Requirements.** EDUCATIONAL INSTITUTION acknowledges that compliance by EDUCATIONAL INSTITUTION and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code, Meals, Transportation.** EDUCATIONAL INSTITUTION will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. EDUCATIONAL INSTITUTION will cause Program Participants to pay for their own meals at the Facility. EDUCATIONAL INSTITUTION acknowledges and will regularly inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.
- (e) **Use of Facility.** EDUCATIONAL INSTITUTION will ensure that Program Participants use the Facility solely for the purpose of providing Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EDUCATIONAL INSTITUTION will cause each Program Participant to timely complete and save in Affiliate's systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. The Affiliate will provide EDUCATIONAL INSTITUTION a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EDUCATIONAL INSTITUTION will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Accredited Program faculty (*e.g.*, state licensure, board certification in the relevant Specialty, *etc.*), background checks and drug screens as determined reasonably necessary in Affiliate's discretion from time to time.

(h) Program Participant Statements. EDUCATIONAL INSTITUTION shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

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

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

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

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

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

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years.
- (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR.

- (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization.
- (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC).
- (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.

(k) Performance. All faculty provided by EDUCATIONAL INSTITUTION to support the Clinical Program shall be faculty members of the Accredited Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting rules and regulations of EDUCATIONAL INSTITUTION as may be in effect from time to time. Neither EDUCATIONAL INSTITUTION nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.

(l) Background Checks. EDUCATIONAL INSTITUTION will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Program Faculty and make this information available to Affiliate.

(m) Student Documentation. EDUCATIONAL INSTITUTION will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.

(n) Access to Resources. EDUCATIONAL INSTITUTION shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

(o) Education. EDUCATIONAL INSTITUTION shall provide 1 (one) spot for every EMT and Advanced EMT class held at no cost to Affiliate.

2. RESPONSIBILITIES OF AFFILIATE.

(a) Affiliate will make Facility access reasonably available to Program Participants and reasonably cooperate with EDUCATIONAL INSTITUTION's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.

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

Program. Such inspections must be always accompanied by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.

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

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

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EDUCATIONAL INSTITUTION's Program Representative shall be a faculty member who will be responsible for teaching and assessments provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) EDUCATIONAL INSTITUTION will provide qualified and competent Accredited Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both EDUCATIONAL INSTITUTION and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.

- (d) EDUCATIONAL INSTITUTION acknowledges and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or EDUCATIONAL INSTITUTION. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
 - (e) Any courtesy appointments to faculty or staff by either EDUCATIONAL INSTITUTION or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.
 - (f) Both EDUCATIONAL INSTITUTION and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.
 - (g) EDUCATIONAL INSTITUTION, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.
4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate operations and/or Affiliate's patients. In such events, EDUCATIONAL INSTITUTION will immediately remove the Participating Student from the Clinical Program. It is understood that only EDUCATIONAL INSTITUTION can dismiss the Participating Student from the Clinical Program. EDUCATIONAL INSTITUTION may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.
5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. EDUCATIONAL INSTITUTION on behalf of itself and each Program Participant hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If EDUCATIONAL INSTITUTION or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, EDUCATIONAL INSTITUTION will and will cause Program Participants to immediately deliver and endorse over to Affiliate all such amounts. EDUCATIONAL INSTITUTION will and will cause Program Participants not to bill Affiliate patients for services provided. EDUCATIONAL INSTITUTION will and will cause Program Participants to take all actions and execute all documents reasonably requested by Affiliate for Affiliate to collect fees and payments for health care services provided by Program Participants.

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

- (a) The Parties hereby acknowledge that they are independent contractors, and neither EDUCATIONAL INSTITUTION nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. EDUCATIONAL INSTITUTION shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or EDUCATIONAL INSTITUTION for any purpose. Participating Students will not be entitled to receive any compensation from Affiliate or EDUCATIONAL INSTITUTION or any benefits of employment from Affiliate or EDUCATIONAL INSTITUTION, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EDUCATIONAL INSTITUTION acknowledges that Affiliate has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EDUCATIONAL INSTITUTION or Program Participants.

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

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

9. CONFIDENTIALITY. EDUCATIONAL INSTITUTION will, and will advise Program Participants, to keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant

to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. EDUCATIONAL INSTITUTION shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. TERM; TERMINATION.

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

11. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

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

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

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

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

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

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

If to Affiliate:

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

Copy to:

Attention:

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

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

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

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

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

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

26. EQUITABLE REMEDIES. EDUCATIONAL INSTITUTION acknowledges that the injury which might be suffered by Affiliate in the event of any breach by EDUCATIONAL INSTITUTION or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a

recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

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

(City of Weslaco Fire Prevention – EMT Program)

By: _____
Martin Garza

Title: City Manager

Date: _____

AFFILIATE

City of Pharr

By: _____
Dr. Jonathan Flores

Title: City Manager

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Signature of Program Participant/Print Name

Date

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

Date

EXHIBIT B

Confidentiality and Security Agreement

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

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

General Rules:

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

Protecting Confidential Information:

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

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

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

Following Appropriate Access:

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

Using Portable Devices and Removable Media:

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

- b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Affiliate data regardless of it being an Affiliate or personally owned device.
- d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Affiliate network.

Doing My Part – Personal Security:

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

Upon Termination:

- 1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Affiliate.
- 2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Affiliate.

3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Affiliate.

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

Signature	Pharr EMS	Date:
Printed Name:	EDUCATIONAL INSTITUTION:	