



**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, APRIL 21, 2025**

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

1. CALL TO ORDER:

- A) Roll call and possible action on the excusing of any absent member of the governing board.
- B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

- A) Proclamation proclaiming April 21 - 25, 2025 as National Community Development Week.
- B) Proclamation proclaiming the month of April as Fair Housing Month
- C) Proclamation proclaiming the month of April as Autism Awareness Month.
- D) Proclamation proclaiming the month of April as Child Abuse Prevention 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) 2025 Healthier Texas Community Challenge Presentation

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 April 7, 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. **(3rd and Final Reading) This item supports SG - Sound Governance and Fiscal Sustainability.** (PARKS)

C) Consideration and action, if any, authorizing City Manager to enter into an Interlocal Agreement with the City of Edinburg for landfill services. **This item supports QL - Quality of Life.** (PURCHASING)

D) Consideration and action, if any, ratifying Right-Of-Entry for survey and site assessment on Tract No. RGV-WSL-1032 between City of Pharr and United States of America for Border Infrastructure project. **This item supports IF - Infrastructure.** (ADMINISTRATION)

E) Consideration and action, if any, ratifying emergency sewer main trunk line repairs performed by Saenz Brothers Construction in the amount of \$170,000.00, located at Flag St. and Bell Ave. **This item supports IF - Infrastructure.** (PURCHASING)

F) Consideration and action, if any, authorizing City Manager to enter into a Service Contract for Entertainment Services for Avocado Festival with AAE Holdings Inc dba All American Entertainment from Durham, NC. **This item supports SE - Service Excellence.** (PURCHASING)

G) Consideration and action, if any, authorizing City Manager to advertise for a Request for Qualifications (RFQ) for Professional Construction Management Services. **This item supports IF - Infrastructure** (ENGINEERING)

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

1. O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2. CUP#160633 **This item supports EV - Economic Vitality.**

2. Topgolf USA Pharr, LLC., is requesting 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 a 1.48 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1901 West Interstate Highway 2. CUP#170846 **This item supports EV - Economic Vitality.**

3. Sr. Cruda Ceviche and Micheladas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.035 acres, more or less, out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1501 South Cage Boulevard, Suite A. CUP#211065 **This item supports EV - Economic Vitality.**

4. Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.28 acres, more or less, out of Lot A, H E B Futurama Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1300 East Business Highway 83, Suite 6. CUP#201258 **This item supports EV - Economic Vitality.**

5. Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. CUP#161155 **This item supports EV - Economic Vitality.**

I) PLATS:

1. Rio Delta Engineering, representing Thomas F. Phillips, owner is requesting final plat approval of the proposed Jackson Place Commercial Subdivision. The property is legally described as being a 1.99 acre tract of land, more or less, out of Lot 6, Block 5, A. J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2700 Block of North Jackson Road. SUB#240206 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution appointing/re-appointing seven (7) board members to the Community Development Council Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (GMCD)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into a five (5) year Agreement for Public Safety Video Surveillance with Related Equipment, Software and Accessories with Axon Enterprises, Inc. from Scottsdale, AZ. in the amount of \$69,200.30 through BuyBoard Cooperative Purchasing Program No. 743-24. **This item supports SSC - Safe and Secure Community.** (PURCHASING)

B) Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$50,929.65, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase II Project. **This item supports IF - Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$568,367.48, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase III Project. **This item supports IF - Infrastructure. (ENGINEERING)**

D) Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$608,453.02, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase IV Project. **This item supports IF - Infrastructure (ENGINEERING)**

E) Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$324,633.64, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase V Project. **This item supports IF - Infrastructure (ENGINEERING)**

F) Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$132,879.28, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase 5-A Project. **This item supports IF - Infrastructure (ENGINEERING)**

G) Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$294,456.54, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase VI Project. **This item supports IF - Infrastructure (ENGINEERING)**

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

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

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

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

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

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

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

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

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 17th day of April 2025 @ 5:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 17th day of April 2025



ALESSANDRA GARCIA, CPM
ASSISTANT CITY CLERK

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

Name: _____

Title: _____

Proclamation



WHEREAS, the City of Pharr participates in the Community Development Block Grant (CDBG) program, which provides funding for a wide range of social and public services, community development projects and housing programs; and

WHEREAS, in the city and in communities throughout the nation, forty-eight years of Community Development Block Grant (CDBG) Program funding has developed a strong network of working relationships between local government, residents of CDBG target neighborhoods, and numerous nonprofit agencies, all of which provide vital services and help advance our commitment to these communities; and

WHEREAS, that during National Community Development Week, the city will extend special thanks and recognition to all participants whose hard work and dedication to their neighborhoods and to low- and moderate-income residents help ensure the continued quality and effectiveness of the Community Development Block Grant Program.

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 the week of April 21 - April 25, 2025, as:

“National Community Development Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 21st day of April 2025.

City of Pharr

Ambrosio Hernandez, Mayor

Attest:

Imelda Perez, City Clerk

Proclamation



WHEREAS, April is observed as Fair Housing Month across the country; and

WHEREAS, the Fair Housing Act recognizes, supports, and encourages the right of every person, regardless of race, color, creed, gender, national origin, family status, or disability to live in the housing of the individual's choice; and

WHEREAS, Fair Housing organizations and partners will observe the month of April with special activities and events in recognition of the Federal Fair Housing Act and the important role it plays in our community; and

WHEREAS, in Pharr, Texas we encourage all of our citizens to join in this national effort to assure housing opportunities for all Americans in all neighborhoods throughout the nation.

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 Commission, do hereby proclaim the month of April 2025 as:

“Fair Housing Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 21st day of April 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

Proclamation



WHEREAS, autism is a lifelong disability resulting in significant impairment of an individual’s ability to communicate, understand social interactions, and develop appropriate interactive behaviors; and

WHEREAS, more health professionals become proficient in diagnosing autism, more children are being diagnosed on the autism spectrum resulting in rates as high as 1 in 36 children nationally and over 449,643 individuals in Texas alone; and

WHEREAS, while there is no cure for autism, it is well-documented that if individuals with autism receive treatment early in their lives, it is often possible for those individuals to lead significantly improved lives; and

WHEREAS, individuals with autism often require a lifetime of specialized and community support services to ensure their health and safety and to support families’ resilience as they manage the psychological and financial burdens autism presents; and

WHEREAS, the City of Pharr urges all citizens to become educated about autism and support organizations who bring hope to all who struggle with this disorder.

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 April 2025 as:

“Autism 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 21st day of April 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

Proclamation



WHEREAS, children are vital to our state’s future success, prosperity, and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their growth and development; and

WHEREAS, child abuse and neglect are a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnership created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

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 Commission, do hereby proclaim the month of April 2025 as:

“Child Abuse and Prevention Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 21st day of April 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 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 - 4/16/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 2025

FROM: Abel Molina, Special Events
Director

DEPARTMENT: Special Events

DIRECTOR: Abel Molina

Agenda Item: 2025 Healthier Texas Community Challenge Presentation

Classification: Regular

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

Issue: City of Pharr receives recognition for the Healthier Texas Challenge. This marks the 8th time the City of Pharr has won this award.

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Abel Molina
City Management Office

Created/Initiated - 4/16/2025
Final Approval - 4/16/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 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 - 4/16/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: April 17, 2025

MEETING DATE: April 21, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for April 7, 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 April 7, 2025 - Regular Called Meeting.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends approval of minutes as presented.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia
City Management Office

Created/Initiated - 4/17/2025
Final Approval - 4/17/2025

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, APRIL 7, 2025
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, April 7, 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
Sabrina Solis, Finance Comp. of Operations
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Javier Martinez, Assistant Bridge Director
Mayra Gomez, Purchasing Dept. Director
Danny Ramirez, 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

April 7, 2025

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

Alternate Mayor Pro Tem Carrillo called the meeting to order at 4:00 p.m. Roll call established a quorum.

Mayor Hernandez was not present at the time of roll call but arrived at 4:25 p.m. Comm. Chavez was not present at the time of roll call but arrived at 4:08 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

David Friedlein, Assistant City Manager, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING APRIL 6–12, 2025 AS NATIONAL LIBRARY WEEK.

Jonathan Flores, City Manager, introduced the item.

Adolfo Garcia, Library Director, introduced his staff and thanked the City Commission for their continued support in offering the many resources for the library.

Olga Cardoza, Library Board President, thanked the City Commission for the proclamation and thanked the library employees for all their hard work and dedication.

Comm. Flores read the proclamation proclaiming April 6–12, 2025 as National Library week. Adolfo Garcia and staff received the proclamation.

B) PROCLAMATION PROCLAIMING APRIL 13-19, 2025, AS ANIMAL CONTROL APPRECIATION WEEK.

Jonathan Flores, City Manager, introduced the item.

Niko Tapangan, Public Health Director, and staff were present to receive proclamation. Mr. Tapangan thanked the City Commission for the proclamation and their continued support. He further recognized the employees of the Animal Care Services Division and thanked them for their hard work and dedication.

Comm. Pacheco read the proclamation proclaiming April 13-19, 2025, at Animal Control Appreciation Week. Niko Tapangan and staff received proclamation.

C) PROCLAMATION PROCLAIMING APRIL 13–19, 2025 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK.

Jonathan Flores, City Manager, introduced the item.

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Kenneth Ennis, Public Safety Communications Director, introduced his staff and stated they do an amazing job with the dispatching services. He further thanked the City Commission for the recognition.

Comm. Carrillo read the proclamation proclaiming April 13-19, 2025, as National Public Safety Telecommunicators Week. Kenneth Ennis and staff received proclamation.

D) PROCLAMATION PROCLAIMING APRIL 17, 2025, AS TESTICULAR CANCER AWARENESS DAY.

Jonathan Flores, City Manager, introduced the item.

Mario Lizcano, DHR Administration of Corporate Affairs, and Clara Chapa, DHR Community Outreach Coordinator, were present to receive proclamation. Mr. Lizcano thanked the City Commission for allowing a platform for Doctors Hospital Renaissance Health to provide awareness and screenings and testing for all the community.

Comm. Caballero read the proclamation proclaiming April 17, 2025, as Testicular Cancer Awareness Day. Mario Lizcano and Clara Chapa received the proclamation.

At this time, Jonathan Flores, City Manager, stated they would deviate from the agenda and go to Item 5.D. There was no objection.

ITEM 5. CITY MANAGER'S REPORTS

D) CITY EVENTS OF INTEREST

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

Yuri Gonzalez, Chief Communications Officer, presented video recaps of HOLI Festival Event, Author Talks: Dr. Jonathan Flores, First Responders in action during recent floods and City of Pharr collaboration work with Salvation Army and American Red Cross for recovery efforts in South Pharr. She also presented a promotional video for the upcoming Warrior Race event taking place on May 10, 2025.

Yuri Gonzalez, Chief Communications Officer, reported the Easter Eggstravaganza event would take place on Saturday, April 12, 2025, at Pharr Sports Complex Park from 10:00 a.m. to 12:00 p.m. She stated there would be an egg hunt with over 15,500 eggs, games, prizes, snacks and extended an invitation for everyone to attend.

Yuri Gonzalez, Chief Communications Officer, reported the Easter Scavenger Hunt event would take place on Saturday, April 12, 2025. She reported this was a city-wide event from 12:30 p.m. to 2:00 p.m. She further stated there were forty-five (45) teams already registered, and these teams would be visiting eleven (11) businesses throughout the City.

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April 7, 2025

Yuri Gonzalez, Chief Communications Officer, also reported the Meet our Pharr Public Safety Dispatch Team event would take place on Wednesday, April 16, 2025, at the Pharr Public Safety Communications building from 6:00 p.m. to 8:00 p.m. She stated this was a free event and mentioned there would be a tour of the facility and extended an invitation to the public to come out and meet the people working behind the scenes.

Yuri Gonzalez, Chief Communications Officer, further reported the Community Development Block Grant 51st Birthday Celebration would take place at The Hub at Downtown Park from 5:30 p.m. to 7:30 p.m. on Thursday, April 24, 2025. At this time, she called upon Elizabeth Diaz, CDBG Director, to further elaborate on this event.

Elizabeth Diaz, CDBG Director, and Sandra Regalado, CDBG Manager, stated there were two (2) programs being offered to the citizens of Pharr, those programs being the Flood Disaster Relief program and the Emergency Repair Program. They further encouraged the community to attend the event for additional information and details.

Lastly, Yuri Gonzalez, Chief Communications Officer, stated the Media Department would be working closely with the Community Development Block Grant Department to release information to newsrooms, media advisories, and social media outlets to inform the public of these available resources and programs.

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR MARCH 2025.

Jonathan Flores, City Manager, introduced the item. He briefly reported the City of Pharr showed a 13.27% year-to-date true growth.

B) CITY ENGINEER'S REPORT

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

Mayor Hernandez asked for a status on Moore Road Project. Maria Rangel, City Engineer, briefly reported they were expecting environmental clearance by the end of the month, followed by surveys for parcels, and the acquisition of Right-of-Way was pending. She further stated construction would begin in 2026.

C) RECOGNITION OF JENAFIER CARREON ON RECEIVING THE STATE OF TEXAS SILENT HERO AWARD.

Jonathan Flores, City Manager, introduced the item and called upon Kenneth Ennis, Public Safety Communications Director.

Kenneth Ennis, Public Safety Communications Director, stated Jenafer Carreon, Telecommunicator Officer, was awarded the Silent Hero Award for the state of Texas at

April 7, 2025

the recent State Conference for Texas Safety Communications. Ms. Carreon thanked the City of Pharr for allowing her the opportunity to grow in her career.

ITEM 3. PUBLIC TESTIMONY

Tom Bruce who resides at 5908 N. Ebony St., registered for public testimony, but it was not related to an agenda item. Therefore, arrangements were made with Mr. Bruce to meet with the City Manager at a later time to discuss the matter further.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 6. 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, RATIFYING RENEWAL OF THE 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, RATIFYING LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR FIVE (5) 2025 CHEVY COLORADOS FOR THE I.T. DEPARTMENT. (SOURCEWELL COOPERATIVE CONTRACT NO. 030122-EFM) THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)**
- E) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT WITH HIDALGO COUNTY AND THE CITY OF PHARR FOR LIBRARY SERVICES FOR COUNTY CALENDAR YEAR 2025. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (LIBRARY)**

April 7, 2025

- F) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT AGREEMENT WITH J&R ENGINEERING, LLC, FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND PROJECT ADMINISTRATION OF THE 24-INCH WATERLINE IMPROVEMENTS PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**
- G) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
- 1. JAVIER HINOJOSA, REPRESENTING SENDERO ESTATES, LLC., OWNER, REQUESTED 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, REQUESTED 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, REQUESTED 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, REQUESTED 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., REQUESTED 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, 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, 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.**

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7. **RIO DELTA ENGINEERING, REPRESENTING AGUIRRE FAMILY LIMITED PARTNERSHIP LP., OWNER, REQUESTED A CHANGE OF ZONE FROM HEAVY COMMERCIAL DISTRICT (H-C) TO LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 2.13 ACRES, MORE OR LESS, OUT OF LOT 1, BLACKBIRD SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1908 WEST SHARM DRIVE. COZ#250203 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
8. **OSCAR GARZA, OWNER, REQUESTED A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.98 ACRES, MORE OR LESS, OUT OF LOT 180, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 324 SOUTH VETERANS BOULEVARD. COZ#250204 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
9. **DIANA L. BOJORQUEZ DE ROBLES, DBA ROYAL GARDEN, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.21 ACRES, MORE OR LESS, OUT OF LOTS 12 AND 13, MACO BUSINESS CENTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 213 EAST FERGUSON AVENUE, SUITE C. CUP#240101 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
10. **SHOTS MAIN EVENT, LLC., D/B/A MAIN EVENT ENTERTAINMENT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.34 ACRE TRACT OF LAND MORE OR LESS, OUT OF LOT 4A, REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 & 4 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE C. CUP#140101 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
11. **AIESTY, INC., D/B/A SEOUL ASIAN MARKET, 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 A 0.30 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 4A, REPLAT OF VACATED CARMEL SUBDIVISION, VACATED EL CENTRO SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE M. CUP#191272 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. Flores seconded the motion and when put to a vote, it carried unanimously.

Ordinance No's. O-2025-09, O-2025-10, O-2025-11 and O-2025-12 are filed with the City Clerk's Office.

Comm. Chavez left the meeting at this point of the agenda. The time being 4:36 p.m.

April 7, 2025

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) 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)**

Jonathan Flores, City Manager, introduced the item.

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

Ordinance No. O-2025-13 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPOINTING AN ALTERNATE MUNICIPAL JUDGE (ADOPTION ON 1ST READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item and recommended the appointment of Daniel Gonzalez as Alternate Municipal Judge.

Comm. Carrillo **moved** to appoint Daniel Gonzalez as Alternate Municipal Judge. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2025-14 is filed with the City Clerk's Office.

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING / REAPPOINTING ONE (1) ALTERNATE MEMBER TO THE PLANNING AND ZONING COMMISSION. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (DEVELOPMENT SERVICES)**

Jonathan Flores, City Manager, introduced the item and recommended reappointment of Mercedes Guillen as alternate member to the Planning and Zoning Commission.

Comm. Carrillo **moved** to reappoint Mercedes Guillen as alternate member to the Planning and Zoning Commission. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2025-15 is filed with the City Clerk's Office.

April 7, 2025

- D) **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)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2025-16 is filed with the City Clerk's Office.

- E) **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. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2025-17 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

- A) **CONSIDERATION AND ACTION, IF ANY, RATIFYING ORDER EXTENDING THE DECLARATION OF DISASTER FOR THE CITY OF PHARR, TEXAS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)**

April 7, 2025

Jonathan Flores, City Manager, introduced the item.

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

ITEM 9. 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)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 10. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, ON AFFILIATION AGREEMENT WITH THE CITY OF WESLACO FOR EMS STUDENT CLINICAL ROTATIONS. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (EMERGENCY MEDICAL SERVICES)**

Jonathan Flores, City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ECONOMICALLY DISADVANTAGED COUNTY (EDC) PROGRAM APPLICATION FOR EAST MOORE ROAD, FROM CAGE BLVD. TO I ROAD (CSJ# 0921-02-437). THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON SERVICE CONTRACT WITH HERRCON FROM ALAMO, TEXAS FOR BUILDING RENOVATIONS AT 100 W. FERGUSON. (BUYBOARD CONTRACT NO. 728-24) THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)**

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Jonathan Flores, City Manager, introduced the item.

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

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND EXECUTE LEASE AGREEMENT FOR PHARR EMS HEADQUARTERS. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item.

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

- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICE CONTRACT FOR DESIGN SERVICES FOR THE PHARR EVENTS CENTER IMPROVEMENTS PROJECT. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item.

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

- F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE PHARR EVENTS CENTER IMPROVEMENTS PROJECT. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 11. CLOSED SESSION

None

ITEM 12. RECONVENE

None

ITEM 13. ADJOURNMENT

MINUTES: REGULAR CALLED MEETING

April 7, 2025

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:06 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR**

ON THIS THE 7th DAY OF APRIL 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: April 16, 2025

MEETING DATE: April 21, 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. **(3rd and Final 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 - 4/16/2025
Approved - 4/16/2025
Approved - 4/16/2025
Approved - 4/17/2025
Approved - 4/17/2025
Final Approval - 4/17/2025

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: April 15, 2025

MEETING DATE: April 21, 2025

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an Interlocal Agreement with the City of Edinburg for landfill services. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The City of Pharr is currently in need of landfill services and the City of Edinburg has agreed to continue services. This ILA will be for a period of ten (10) years with an automatic renewal for an additional five (5) years. The landfill services are utilized in conjunction with the City's Catastrophic Debris Removal Contract, which are for events that have been declared a disaster such as hurricanes, floods, tornadoes, and any other event that would generate waste that exceeds normal daily collection volumes.

The tipping fees at the Edinburg landfill are:

Municipal Solid Waste - \$21.50 per ton (including all state fees and taxes)

Construction/demolition/brush - \$19.50 per ton (including all state fees and taxes)

Sludge - \$14.00 per ton

TIRES IN WASTE STREAM AS FOLLOWS:

1. Passenger (16" wheel size or less) - \$ 5.00 each
2. Truck (17" to 24" wheel size) - \$ 8.00 each
3. Tractor (25" to 30" wheel size) - \$ 20.00 each
4. Heavy Equipment (over 30" in size) - \$ 150.00 each

TIRES DELIVERED:

1. Tires 20 yard open top - \$ 377.00 each
2. Tires 30 yard open top - \$ 395.00 each
3. Tires 40 yard open top - \$ 490.00 each

Project No. 2425-01-510-ILA06-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Pilar Rodriguez

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 4/15/2025

Approved - 4/15/2025

Approved - 4/15/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Final Approval - 4/17/2025

STATE OF TEXAS § INTERLOCAL AGREEMENT BETWEEN
§ CITY OF EDINBURG AND THE CITY OF PHARR
HIDALGO COUNTY § FOR THE HANDLING OF
NON-HAZARDOUS MUNICIPAL SOLID WASTE

This Agreement is made and entered into, pursuant to Texas Government Code, Title 7 Chapter 791 (Vernon's Tex. Stat. and Codes Ann.) as of **April __, 2025** by and between **CITY OF PHARR**, a municipal home-rule Texas corporation with offices situated at 118 S. Cage Blvd, Pharr, Hidalgo County, Texas ("**COP**"), and the City of Edinburg, a municipal home-rule Texas corporation situated in Edinburg, Hidalgo County, Texas ("**COE**"), owner and operator of the Department of Solid Waste Management - Waste Collection and Disposal Services, situated at 8601 North Jasman Road in Edinburg, Texas ("**SWM**"), pursuant to the provisions of the Texas Interlocal Cooperation Act.

WHEREAS, COP desires to contract with the **COE** for the handling, processing and/or disposal of non-hazardous solid waste material(s), subject to the terms and conditions of this Agreement; and

WHEREAS, the accumulation of garbage, litter, rubbish, junk and other deleterious substances constitutes a public hazard and nuisance; greatly increasing the danger of the spread of infectious, contagious and epidemic diseases; and

WHEREAS, COP collects and/or arranges for disposal of non-hazardous solid wastes from within **COP**; and

WHEREAS, COP requires the handling, processing or disposal of such garbage, litter, rubbish, junk and other deleterious substances; and

WHEREAS, COE owns and operates a landfill, more specifically a Regional Type I and Type IV Sanitary Landfill(s) (the "Landfill"), pursuant to Permit No. 956C and/or Permit No. 2302, issued by the Texas Commission on Environmental Quality ("**TCEQ**"); and

WHEREAS, COE has the capability and capacity, for the collection and disposal of such garbage, litter, rubbish, junk and other deleterious substances.

NOW, THEREFORE, for and in consideration of the premises and mutual promises,

covenants and agreements hereinafter set forth, and intending to be legally bound, the **COE** and **COP** agree as follows:

I. OBLIGATIONS OF COE OF EDINBURG

A. Type of Waste: During the term of this Agreement, **COE** shall accept for disposal at the Landfill non-hazardous solid waste delivered to the Landfill from **COP**, including, but not limited to, trash, scrap food, leaves, grass, brush, bottles, cans, cardboard boxes, glass, and small dead animals (hereinafter said acceptable solid waste referred to as the "Waste Material"), but excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous waste. In addition, the **COE** will not accept for disposal any liquid waste, or any article exceeding one (1) cubic yard in size, or any matter in violation of its operating permit. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency ("EPA") or any agency of the State of Texas pursuant to the Resource Conservation and Recovery Act of 1976, as amended and including future amendments thereto, and any applicable state or federal regulations or laws. Title to the Waste Material delivered to the Landfill shall be transferred to and rest with **COE** at the time the Waste Material is unloaded at the working face of the Landfill. All risks and responsibilities associated with the Waste Material shall be borne by **COP** until the time the Waste Material is unloaded at the working face. If unacceptable material is delivered to the Landfill, it shall be the sole responsibility of **COP**, under the **COE's** or its representative's direction, to contract the removal, hauling and disposal of the unacceptable material to an approved disposal site at the expense of **COP**. If fines, penalties, or other similar assessments ("Fines") are levied against the **COE** by any governmental, regulatory, or other similar entity due to **COP's** noncompliance, **COP** shall pay such Fines.

B. Compliance: Edinburg agrees to accept from **COP** for disposal at the Landfill all Waste Material delivered from **COP**. **COE** agrees to operate in compliance with all applicable laws and regulations.

C. Hours of Operation: The minimum hours of operation of the Landfill shall extend from **7:00 a.m. to 6:00 p.m., Monday through Friday**, and **7:00 a.m. to 1:00 p.m. on Saturdays**. Edinburg agrees to accept Waste Material transported from **COP** to the

Landfill at all other times, at **COP's** request, subject to payment by **COP** of an additional sum per ton for such "off-hour" operations as provided in **Paragraph II-E**. **COP** shall notify **COE** at least 24 hours in advance of such a request.

II. OBLIGATIONS OF CITY OF PHARR

A. Rates for Disposal: **COP** agrees to deliver to the Landfill for disposal non-hazardous solid waste which is collected, processed or produced by **COP**. Individual vehicle billing shall be based on tare weight.

COP agrees to pay Edinburg the following all-inclusive sums for such disposal:

1. **Municipal Solid Waste**-----\$21.50 per ton (including all state fees and taxes)
2. **Construction/demolition/brush**-----\$19.50 per ton (including all state fees and taxes)
3. **Sludge** ----- \$14.00 per ton
4. **TIRES IN WASTE STREAM AS FOLLOWS:**
 1. **Passenger (16" wheel size or less)** ----- \$ 5.00 each
 2. **Truck (17" to 24" wheel size)** ----- \$ 8.00 each
 3. **Tractor (25" to 30" wheel size)** ----- \$ 20.00 each
 4. **Heavy Equipment (over 30" in size)** ----- \$ 150.00 each
5. **TIRES DELIVERED:**
 1. **Tires 20 yard open top** ----- \$ 377.00 each
 2. **Tires 30 yard open top** ----- \$ 395.00 each
 3. **Tires 40 yard open top** ----- \$ 490.00 each

B. Class II, RACM, dry sludge's, or other regulated wastes for which **COE** possesses TCEQ acceptance authorization may be accepted at a rate formally approved by letter of agreement by both entities.

- C. Prior to initial acceptance and re-evaluation, all Class II Waste or other regulated wastes shall be tested and the resulting analytical constituent data re-evaluated once a year, or as requested by the COE, for compliance with the COE of Edinburg Landfill's Special Waste Acceptance Plan, prior to its acceptance or continued acceptance, every December 1.
- D. **Adjustments to Rates:** Such rates may be adjusted to reflect any increase or decrease in the cost of operations. Such rate adjustments may occur every **twelve (12) months**, on each anniversary date of this Agreement. Such rate adjustments shall be reflected by fluctuations in the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. COE Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) ("**CPI-U**"). Beginning with year one (**1**) of this Agreement, and continuing every subsequent year during the term of this Agreement, the rates identified in Paragraph II.A, may be adjusted based on the percentage change in the CPI Index pursuant to the fluctuation of the All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted; however, in no event shall the Rates fall below the initial Rates specified in **Paragraph II; Sections A&B**. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice (which notice shall include evidence of such rise in the CPI-U) to **COP** so that **COP** may adjust their budget accordingly. Additionally, such rates may be adjusted to reflect any changes in local, state, or federal regulations governing the operation of the Landfill that become effective or are implemented after the execution and delivery of this Agreement, and any new taxation or extraordinary factors relevant to the operation of the landfill.
- E. **Transportation Costs:** **COP** shall pay all its costs necessary to collect and transport the Waste Material to the Landfill.
- F. **Off-Hours Disposal:** **COP** shall pay **COE** an amount per ton of Waste Material disposed of at the Landfill during off-hours at a rate equal to **120 percent** of the normal contract rate in effect at such time. Off-hour rates would not be applicable under a

natural disaster emergency, provided **COE** has authorization from TCEQ for such emergency situation.

III. TIME OF BILLING AND PAYMENT

COE shall bill **COP** for all amounts due for disposal at the Landfill at the end of the month in which services are performed. **COP** shall pay all invoices received no later than **thirty (30) days** following receipt.

IV. TERM OF AGREEMENT AND TERMINATION

A. Term. This Agreement shall be for an initial term, effective on **April** _____, **2025**, and shall continue in full-force and effect through **December** _____, **2035**. This Agreement shall automatically be extended for an additional **five-year term** at the then current rates pursuant to the terms of this Agreement or at mutually agreed upon rates, unless either party notifies the other party in writing, not less than **sixty (60) days** prior to the expiration of the Agreement term, of its intention to terminate this Agreement, at which time both parties shall have a minimum of **two (2) years** to effectively manage the impact of termination of this contract in order to project, arrange, and manage for the proper disposal of all municipal solid waste.

B. Termination. This Agreement may be terminated by either party without cause upon sixty (60) days written notice prior to the end of the original or any renewal term, at which time both parties shall have a minimum of **two (2) years** to effectively manage the impact of termination of this contract in order to project, arrange, and manage for the proper disposal of all municipal solid waste. This Agreement shall terminate automatically if: **(1)** the Landfill is filled to capacity; **(2)** if for any reason whatsoever, **COE** is permanently prevented from accepting Waste Material for disposal at the Landfill due to causes over which it has no control; or **(3)** **COP** is prohibited by any federal or state law from disposing of Waste Material at the Landfill. Additionally, if **COP** fails to promptly make payments for amounts due hereunder, or if either party shall violate any laws, ordinances or governmental regulations or materially breach any provisions of this Agreement, the non-breaching party may terminate this Agreement by giving written notice of default to the other party and if the defaulting party fails to cure such default within 30 days after receipt of such notice (provided, if such default is of a nature that it cannot be cured within such

30 day period). The non-defaulting party shall not have the right to terminate this Agreement if the defaulting party commences the curing of such default within such 30 day period, and diligently pursues the curing thereof.

C. Appropriations. In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then either party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees; however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't. Code. Ann. 271.903.

V. INSURANCE

A. COE's Obligations: COE shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the minimum amount of **\$500,000** (with a deductible there under of not more than **\$250,000**), covering the operation and maintenance of the Landfill. If requested, COE shall furnish COP with a certificate evidencing such insurance coverage. COE shall notify COP of the cancellation of or any material change in such insurance coverage.

B. CITY OF PHARR's Obligations: COP shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the amount of **\$500,000** (with a deductible there under of not more than **\$250,000**), covering COP's transportation of the Waste Material. If requested, COP shall furnish COE with a certificate evidencing such insurance coverage. COP shall notify COE of the cancellation of or any material change in insurance policy.

VI. DEFENSE, HOLD HARMLESS AND INDEMNITY CLAUSE

A. General Indemnification: To the extent permitted by law, COE and COP agree that should an act and/or omission of either party cause or incur, directly or indirectly, damage, loss, destruction, liability or claims against the other party as a result of willful misconduct or negligence, the party who so acted or failed to act shall assume and pay for any and all defense in said matter, hold harmless and indemnify the other party

from any and all losses, obligations, liabilities, causes of action, lawsuits, damages or assessments, as a result of said party's acts and/or omissions, including reasonable expenses and legal fees, to the extent caused by the negligent act or omission of such party.

B. Limitation of Liability: COE and COP agree to limit liability arising from either party's acts, errors, or omissions such that the total liability of either party shall not exceed the total annual fees paid by COP to COE pursuant to the terms of this Agreement during the earliest year in which the act(s), error(s), or omission(s) occurred giving rise to liability. Neither COE nor COP will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, even if COE or COP has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of COE or COP liability, regardless of the cause of action under which such damages are sought

C. Waste Material Indemnification: Notwithstanding the foregoing, COP agrees that if it delivers or causes to be delivered to the Landfill any waste material or product excluded from the definition of Waste Material in Paragraph I-A, COP shall assume and pay for all reasonable costs and expenses necessary to locate, isolate, remove from the Landfill and properly dispose of such waste. Further, COP shall defend, indemnify, and hold harmless COE from any and all losses, liabilities, damages, claims, penalties, fines or litigation expense arising from and caused by aforesaid described delivery of such excluded waste. This indemnification shall survive this Agreement and be enforceable as a separate agreement in the event such indemnification becomes necessary.

VII. INDEPENDENT STATUS

It is agreed and understood that each party hereto is considered an independent contractor. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed; either expressed or implied a joint venture or partnership.

VIII. FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to, strikes, riots, war, fire, acts of God, weather, compliance with any law, regulation or order, of the United States of America or any other governmental body or instrument thereof, whether now existing or hereafter created.

IX. SUCCESSORS AND ASSIGNS

COE and COP each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither the COE nor COP shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

X. GENERAL AND ADMINISTRATIVE PROVISIONS

- A. **Authority:** Each party represents to the other that this Agreement, the transaction contemplated herein, and the execution and delivery hereof, has been duly authorized by all necessary proceedings and actions.
- B. **Time Limit:** Time is of the essence of this Agreement; and accordingly, all time limits shall be strictly construed and enforced.
- C. **No Waiver:** The failure or delay in the enforcement of the rights detailed therein shall not constitute a waiver of those rights or be considered as a basis for estoppel. The parties may exercise their rights herein despite said delay or failure to enforce said rights.
- D. **Dispute or Contest:** In the event that a dispute occurs or an action in law or equity arises out of the operation, construction or interpretation of this Agreement, the party prevailing shall be entitled to reasonable attorney's fees and cost arising there from.
- E. **Paragraph Headings:** The paragraph headings used herein are descriptive only and shall have no legal force or effect whatsoever.
- F. **Choice of Law and Venue:** This Agreement shall be governed by the laws of the

State of Texas and is performable in Hidalgo County, Texas.

- G. Severability and Survival:** If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect, unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be terminated. The provisions of paragraphs **I-A, IV-B, V-A, V-B, VI-A, VI-B, and VI-C** shall specifically survive the expiration or termination of this Agreement and any renewal thereof.
- H. Notices:** All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party to whom notice is to be given at the address set forth below or to such address as either party hereto may designate to the other by notice from time to time for this purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

XI. MISCELLANEOUS

- A. Disposal:** Residential and Commercial Refuse will be collected, transported, and deposited at THE COE OF EDINBURG REGIONAL SANITARY LANDFILL FACILITY, LOCATED AT 8601 NORTH JASMAN ROAD EDINBURG, TEXAS 78542.
- B. Emergencies:** COE agrees to use commercially reasonable efforts to assist COP in the event of an emergency situation on such terms and conditions as may be mutually agreed between COE and the COP.
- C. Hauling:** All Residential, Commercial and Brush Refuse hauled by COP shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented.
- D. Notification:** COE shall notify the COP and all Customers about complaint procedures, regulations and days for scheduled Residential Refuse collection.
- E. Licenses:** COE shall, at COE's expense, obtain all licenses and permits necessary for the performance of COE's services.

XII. ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A.** If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.
- B.** If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of the Parties. Unless the Parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with paragraph (C) below.
- C.** After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas

IN WITNESS WHEREOF, EXECUTED by **Edinburg** and **CITY OF PHARR** acting under the authority of their respective governing bodies in Duplicate Originals on the date indicated above.

CITY OF PHARR

118 S. CAGE BLVD
PHARR, TEXAS 78577-1632

BY: _____
Dr. Jonathan B. Flores
City Manager

Date: _____

COE OF EDINBURG

P.O. BOX 1079
EDINBURG, TEXAS 78540
PHONE:(956) 383-5661;
FAX (956) 383-7111

BY: _____
Ramiro Garza, Jr., Mayor
City of Edinburg

Date: _____

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Ricardo Rodriguez Jr.
City Attorney

APPROVED AS TO FORM:

By: _____
Josephine Ramirez
COE Attorney



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.

DATE SUBMITTED: April 9, 2025

MEETING DATE: April 21, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, ratifying Right-Of-Entry for survey and site assessment on Tract No. RGV-WSL-1032 between City of Pharr and United States of America for Border Infrastructure project. **This item supports IF - Infrastructure.**

Classification: Consent

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

Issue: The United States of America needs Right-of-Entry for survey and site assessment on Tract No. RGV-WSL-1032 for the purpose of conducting environmental assessments and property survey, appraisals and any other such work which may be necessary and incidental to the government's assessment of the property for possible acquisition in support of U.S. Customs and Border Protection's (CBP) construction of border infrastructure.

By approving this item, the City is granting written permission to the U.S. Government, the agents, employees, and contractors to conduct the assessment activities described.

Fiscal Consideration: N/A

Staff Recommendation: Approval of Right-of-Entry

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/9/2025
Approved - 4/17/2025
Final Approval - 4/17/2025

U.S. CUSTOMS AND BORDER PROTECTION

DEPARTMENT OF HOMELAND SECURITY

Right-of-Entry For Survey and Site Assessment

The undersigned, hereinafter called the "Owner", hereby grants to the United States of America, hereinafter called the "Government", a temporary right-of-entry upon Owner's property described below, hereinafter called the "Property." This right-of-entry is granted upon the following terms and conditions:

1. The Government's officers, employees, agents, and contractors shall have the right to enter upon the Property for the purpose of conducting environmental assessments and property surveys, including the right to temporarily store, move and remove necessary equipment and supplies; survey, stake out, appraise, bore and take soil and/or water samples, and perform any other such work which may be necessary and incidental to the Government's assessment of the Property for the construction of border barriers, gates, and roads in the Rio Grande Valley Sector area of responsibility.
2. This right-of-entry is irrevocable for a period of eighteen (18) months from the date of this instrument.
3. The rights granted herein include the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary to access the Property and is not otherwise conveniently available to the Government.
4. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
5. If any action of the Government's officers, employees, agents, or contractors in the exercise of this right-of-entry results in damage to real property, an administrative claim can be made using a Standard Form (SF) 95 (Claim for Injury, Damage, or Death). The SF 95 must include supporting documentation and state a claim for monetary damages in a sum certain amount for any alleged loss or damage of property and must be filed within two years after the claim accrues. Please submit the SF 95 and supporting documentation to the CBP Port of Entry or United States Border Patrol station nearest to where the alleged damages occurred.
6. The land affected by this right-of-entry is located in the State of Texas, County of Hidalgo, and is shown in the enclosed exhibit A.
7. I affirm that I, the undersigned, have the authority to grant this right-of-entry onto the Property described above.

Border Infrastructure Project(s)

DACW63-9-25-_____

Tract No: RGV-WSL-1032

Dated this 7th day of April, 2025

THE UNITED STATES OF AMERICA

Owner's signature

Jonathan B. Flores

Owner's printed name

Owner's mailing address:

City of Pharr

118 S. Cage Blvd.

Pharr, Texas 78571

Home Telephone: _____

Work Telephone: (956) 402-4100

By: _____

Paul Enriquez
Acquisition Program Manager
Wall Program Management Office
U.S. Border Patrol Program
Management Office Directorate
U.S. Border Patrol
U.S. Customs and Border
Protection
Department of Homeland Security

Owner requires notification prior to entry. ☒ Yes ☐ No (please circle one)

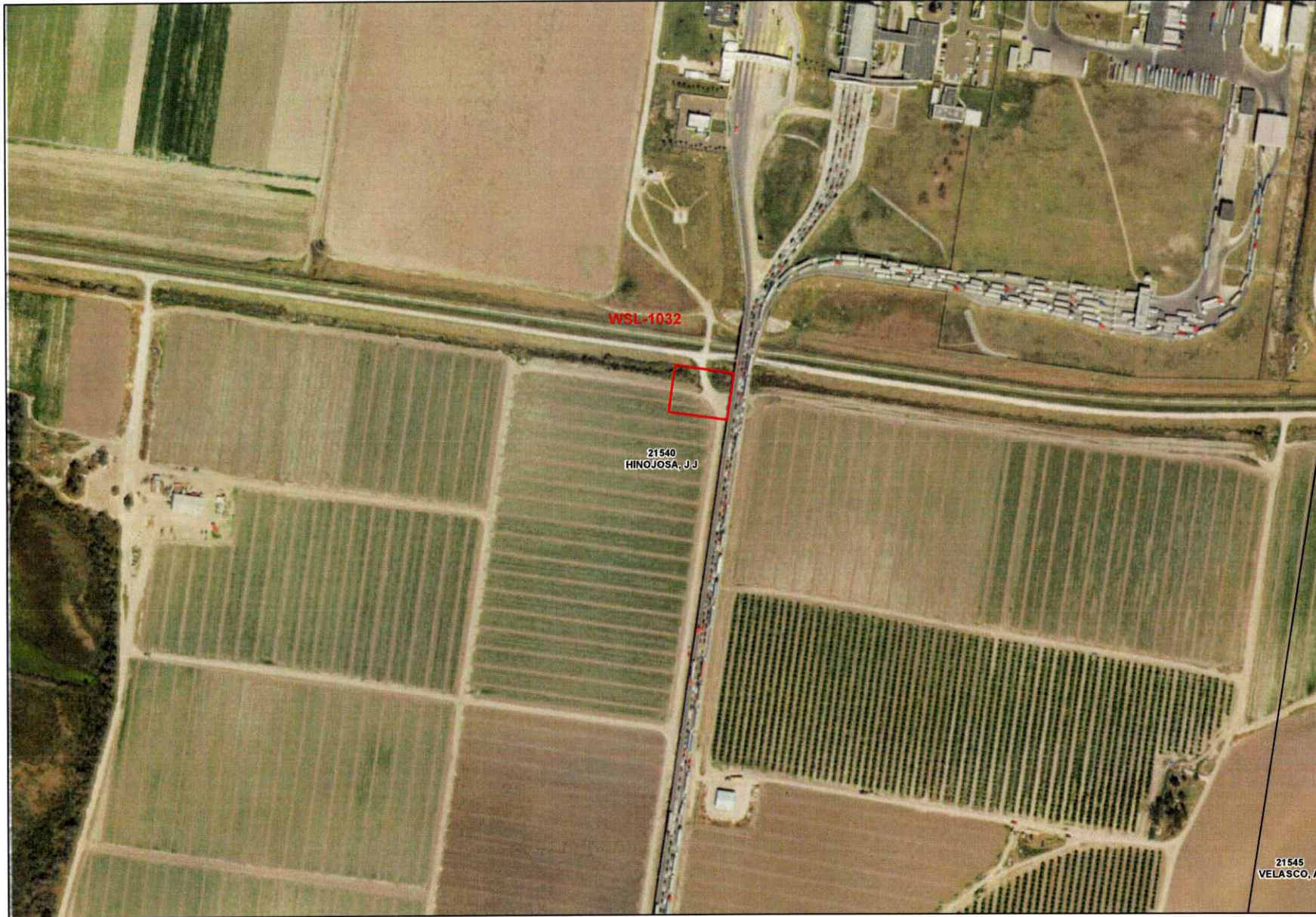
If yes, please provide the primary and alternate point of contact (POC) and phone number and/or email.

Primary POC: Maria Rangel maria.rangel@pharr-tx.gov

Alternate POC: Luis Bazan luis.bazan@pharr-tx.gov

Border Infrastructure Project- RGV - WSL 1000s

RGV Sector / Hidalgo County



Legend	
XXXX	Proposed Project Area
XXXX	Parent Tracts for Surveying Purposes
XXXX XXX	OTLS
CITY OF PHARR	
Reference	
County ID	Tracts
0	WSL-1032
Warning: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official.	
21545 VELASCO, A 11/21/2018 TCM	

CERTIFICATE OF AUTHORITY
(applicable for Corporations and Organizations)

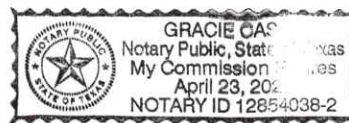
I, Gracie Casas (name), certify that I am the Senior Exec. Asst.
(position held in organization) of the City of Pharr (organization), duly organized
and registered in the State of Texas; that Jonathan B. Flores (executor of
instrument), who signed the foregoing instrument on behalf of the grantee, was then
City Manager (position of executor of instrument) of said
City of Pharr (organization). I further certify that the said officer was acting
within the scope of powers delegated to this officer by the governing body of the grantee in
executing said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the
Notary Public for Texas (organization), this 7th day of April,
2025.

By: Gracie Casas

Typed Name: Gracie Casas

Title: Senior Executive Assistant



NOTE: THE PERSON SIGNING THE ABOVE CERTIFICATE CANNOT BE THE SAME
PERSON THAT SIGNED THE RIGHT-OF-ENTRY.

Border Infrastructure Project(s)

DACW63-9-25-_____

Tract No: RGV-WSL-1032

CONSENT OF TENANT: *(if applicable)*

I hereby consent to the use of the property by the Government in accordance with this right-of-entry.

Tenant's Signature

Tenant's Printed Name

Owner's Mailing Address:

Home Telephone: _____

Work Telephone: _____

Tenant requires notification prior to entry. Yes No (please circle one)

If yes, please provide the primary and alternate point of contact (POC) and phone number and/or email.

Primary POC: _____

Alternate POC: _____



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.

DATE SUBMITTED: April 15, 2025

MEETING DATE: April 21, 2025

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, ratifying emergency sewer main trunk line repairs performed by Saenz Brothers Construction in the amount of \$170,000.00, located at Flag St. and Bell Ave. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: On March 14, 2025, Main sewer line collapsed causing a sewer blockage which affected directly approximately 1 square mile and 2 - lift stations. The depth of the main line exceeded Public Utilities equipment's depth and trench/shoring safety. Saenz Brother construction was called for emergency repairs to the main trunk line. Contractor had to set up bypass and street closures for several days. Main Trunk line needed to be repaired for safety, human health and to avoid Potential Violations with TCEQ. Certificate of Insurance verified; current and compliant. - Project No. 2425-60-582-S22-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 4/15/2025

Mayra Gomez

Approved - 4/15/2025

Ruben Rosales

Approved - 4/15/2025

Hilda Pedraza

Approved - 4/17/2025

Ricardo Rodriguez

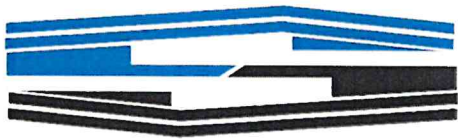
Approved - 4/17/2025

Jamison Merrick

Approved - 4/17/2025

City Management Office

Final Approval - 4/17/2025



SAENZ BROTHERS CONSTRUCTION

3226 N Victoria Rd Donna, TX 78537 Phone (956) 464-3400 Fax (956) 464-3401

saenzbrothers@yahoo.com

karla@saenzbrothers.com

To: City of Pharr
 Attn: Ruben Rosales
 Address: 801 E. Sam Houston
 City, TX: Pharr, TX 78577
 Phone: (956) 402-4300

Invoice No.: **2112**
 Date: **3/24/2025**

Project Name
Emergency at Flag St and Bell Ave

DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
From March 17, 2025, to March 22, 2025: Emergency sanitary sewer main lane collapse at Flag St and Bell Ave. The 15" main lane was damaged and bypassed. Pavement repair included backfilling, stabilized sand, gravel, and asphalt. Mobilization, equipment, materials, confined space safety gear, traffic control, and labor.	LS	1	\$ 170,000.00	\$ 170,000.00
Please Make all Checks Payable to Saenz Brothers Construction, LLC			SUBTOTAL	\$ 170,000.00
THANK YOU FOR YOUR BUSINESS!			SALES TAX	\$ -
			TOTAL	\$ 170,000.00





Pharr

Public Utilities



~~CONFIDENTIAL MEMORANDUM~~

DATE: March 24, 2025
TO: Mayra Gomez, Purchasing Director
FROM: Ruben Rosales, Public Utilities Director -RR.

SUBJECT: Emergency Sewer Main Trunk Line Repair
--

On March 14, 2025, Main sewer line collapsed causing a sewer blockage which affected directly approximately 1 square mile and 2 – lift stations. The depth of the main line exceeded Public Utilities equipment's depth and trench/shoring safety. Saenz Brother construction was called for emergency repairs to the main trunk line. Contractor had to set up bypass and street closures for several days. Main Trunk line needed to be repaired for safety, human health and to avoid Potential Violations with TCEQ.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.

DATE SUBMITTED: April 17, 2025

MEETING DATE: April 21, 2025

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Contract for Entertainment Services for Avocado Festival with AAE Holdings Inc dba All American Entertainment from Durham, NC. **This item supports SE - Service Excellence.**

Classification: Consent

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

Issue: The City of Pharr is hosting the annual Avocado Festival and would like to enter into a service contract with AAE Holdings dba All American Entertainment for the event for the amount of \$100,000 - Project No. 2425-01-510-S23-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Carlos Sanchez

Abel Molina

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Final Approval - 4/17/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.G.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 2025

FROM: Miranda Garcia, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for a Request for Qualifications (RFQ) for Professional Construction Management Services. **This item supports IF - Infrastructure**

Classification: Regular

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

Issue: There is a need to advertise a Request for Qualifications for Construction Management services. Once RFQs are received, staff will review, score, and rank the submittals and make a recommendation to the City Commission for the pool of construction management firms. Project No. 2425-01-528-S24-179

Fiscal Consideration: No fiscal considerations at this time except cost to advertise.

Staff Recommendation: Staff recommends approval to advertise the RFQ for construction management services.

Alternatives: The alternative is to procure these services individually, per project, at the time they are needed.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Miranda Garcia
Maria Rangel
Mayra Gomez
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/16/2025
Approved - 4/16/2025
Approved - 4/17/2025
Approved - 4/17/2025
Final Approval - 4/17/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.H.

DATE SUBMITTED: April 17, 2025

MEETING DATE: April 21, 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 - 4/17/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.H.1.

DATE SUBMITTED: April 15, 2025

MEETING DATE: April 21, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2. CUP#160633 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This constitutes the 8th renewal for Bar B Cutie Smokehouse.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/15/2025
Approved - 4/17/2025
Final Approval - 4/17/2025



MEMORANDUM

DATE: MONDAY, APRIL 21, 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#160633 (BAR B CUTIE SMOKEHOUSE)
--

GENERAL INFORMATION:

APPLICANT: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

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

LOCATION: The property is physically located at 1933 West Interstate 2.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services recommends **approval** of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to 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

April 21, 2025

Conditional Use Permit **Renewal** for ABC –

Bar B Cutie Smokehouse

Background:

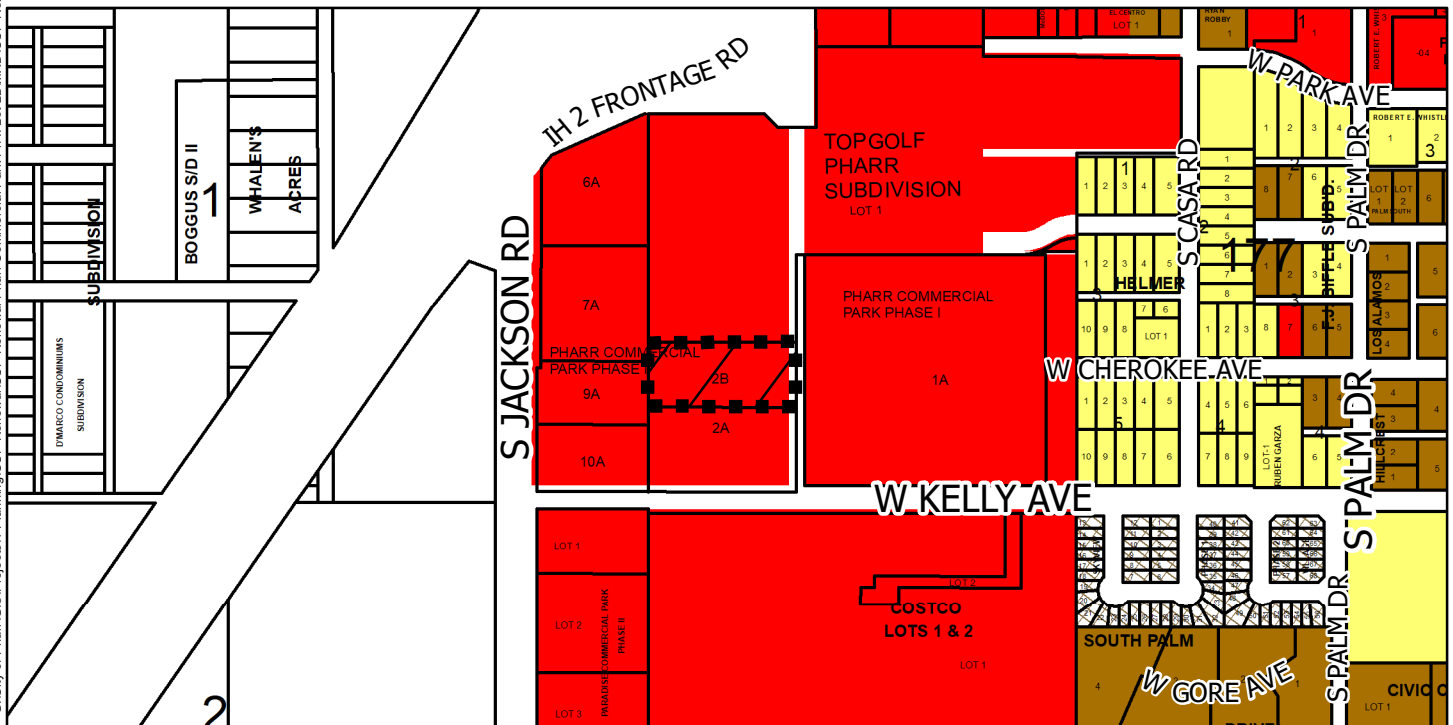
O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Bar B Cutie Smokehouse.

The property is located at 1933 West Interstate 2. 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.

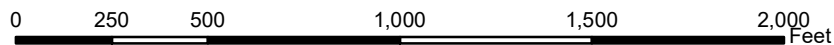
2025 Conditional Use Permit Renewal
 Pharr Commercial Park Ph II Lot 2B
 O&C Bar B Que, LLC d/b/a Bar B Cutie Smokehouse
 Orlando Ochoa



Zoning	Residential Multi-Family High Density	General Business	Neighborhood Commercial
ZONE	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
 956.402.4221

Scale: 1 inch = 500 feet



Date: 4/2/2025



Pharr
Development Services



Site Photo

1933 West Interstate 2





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.H.2.

DATE SUBMITTED: April 15, 2025

MEETING DATE: April 21, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Topgolf USA Pharr, LLC., is requesting 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 a 1.48 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1901 West Interstate Highway 2. CUP#170846 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 6th renewal for Topgolf USA Pharr, LLC.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/15/2025
Approved - 4/17/2025
Final Approval - 4/17/2025



MEMORANDUM

DATE: MONDAY, APRIL 21, 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#170846 (TOPGOLF USA PHARR, LLC)
--

GENERAL INFORMATION:

APPLICANT:	Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).		
LEGAL DESCRIPTION:	The property is legally described as being a 1.48 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas.		
LOCATION:	The property is located within the 1901 West Interstate Highway 2.		
ZONING:	The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south, east and southwest portion of the property and City of Pharr limits lie to the northwest portion of the property. This area is generally designated for commercial use in the Land Use Plan.		
COMMENTS:	<table><tr><td>POLICE CHIEF:</td><td>Recommends approval of the Conditional Use Permit.</td></tr></table>	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
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
RECOMMENDATION:**

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

April 21, 2025

Conditional Use Permit for **Renewal** for ABC –

Topgolf USA Pharr, LLC

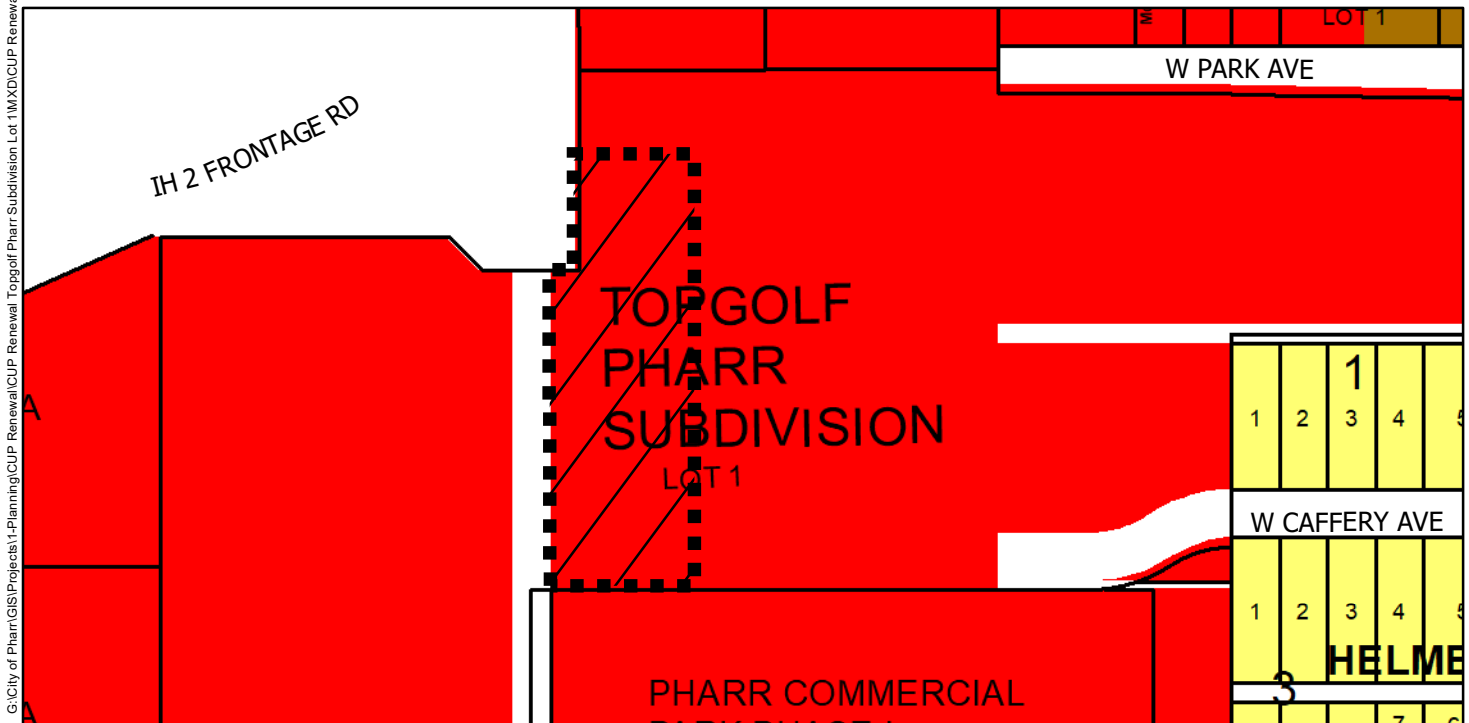
Background:

Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Topgolf USA Pharr, LLC.

The property is located at 1901 West Interstate Highway 2. 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 and Late Hours 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.



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

Scale: 1 inch = 200 feet





Pharr
Development Services



Site Photo

1901 West Interstate Highway 2





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.H.3.

DATE SUBMITTED: April 15, 2025

MEETING DATE: April 21, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Sr. Cruda Ceviche and Micheladas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.035 acres, more or less, out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1501 South Cage Boulevard, Suite A. CUP#211065 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Sr. Cruda Ceviche and Micheladas, LLC., 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 3rd renewal for Sr. Cruda Ceviche & Micheladas, LLC.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/15/2025
Approved - 4/17/2025
Final Approval - 4/17/2025



MEMORANDUM

DATE: MONDAY, APRIL 21, 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#211065 (SR. CRUDA CEVICHE AND MICHELADAS, LLC.)
--

GENERAL INFORMATION:

APPLICANT: Sr. Cruda Ceviche and Micheladas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.035 acres, more or less, out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1501 South Cage Boulevard, Suite A.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south and west and the property to the east is Residential Multi-Family High Density District (R-MFHD). This area is generally designated for Commercial Use in the Land Use Plan.

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

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

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

HEALTH: Recommends approval of
the Conditional Use Permit.

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

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

April 21, 2025

Conditional Use Permit **Renewal** for ABC – Sr. Cruda Ceviche & Micheladas, LLC

Background:

Sr. Cruda Ceviche & Micheladas, LLC is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Sr. Cruda Ceviche & Micheladas, LLC.

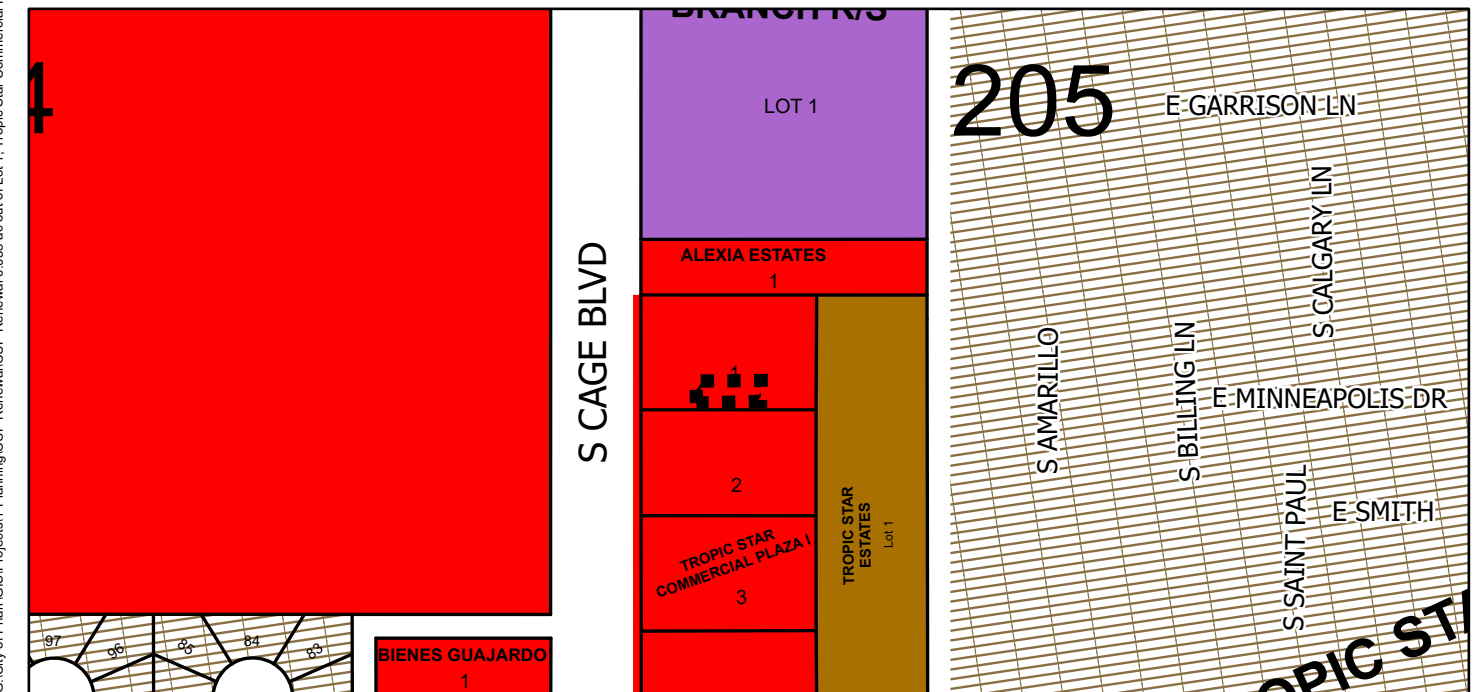
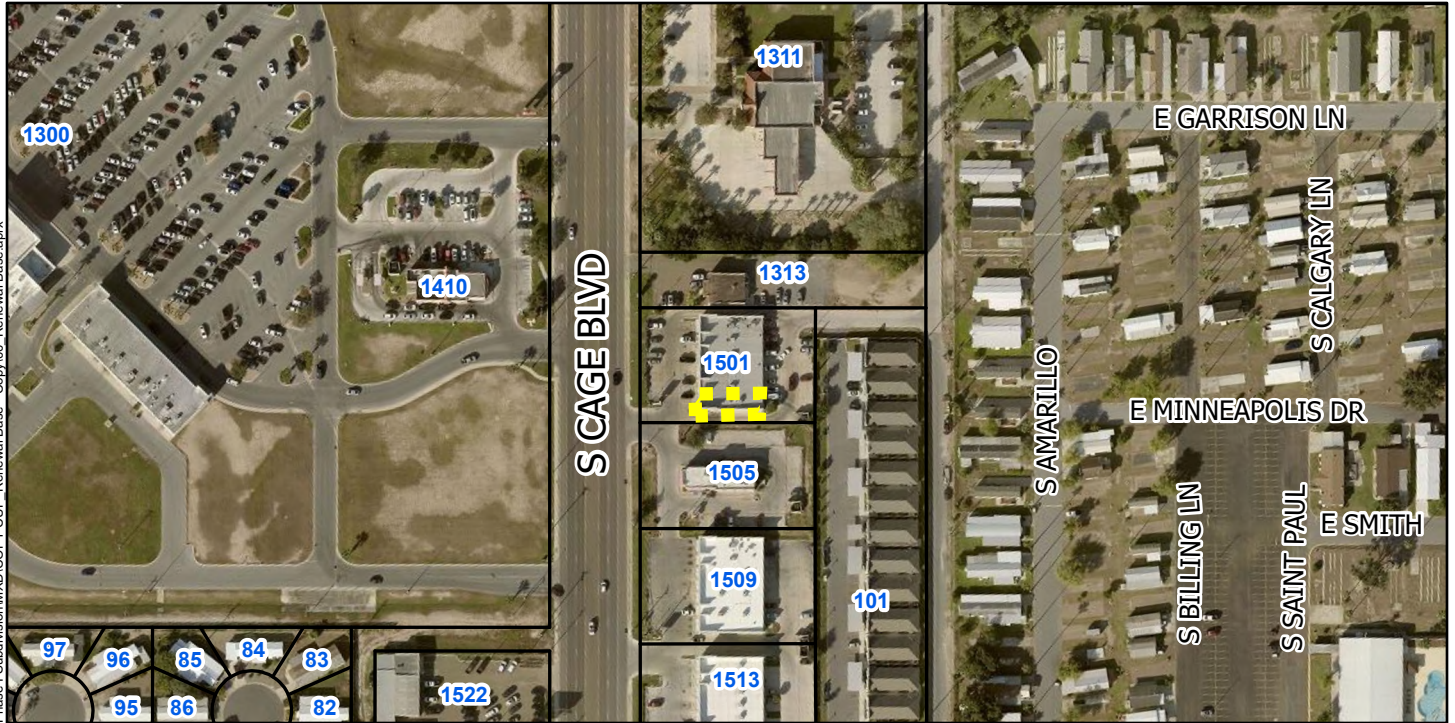
The property is located at 1501 South Cage Boulevard, Suite A. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

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

0.035 ac. out of Lot 1, Tropic Star Commercial Plaza, Phase I
SR Cruda Ceviche & Micheladas/ Heriberto Villareal



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

City of Pharr, Texas
Engineering Department
956.402.4221

Scale: 1:2,900

0 120 240 480 720 960 Feet



Date: 3/26/2025



Pharr
Development Services



Site Photo

1501 South Cage Boulevard, Suite A





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.H.4.

DATE SUBMITTED: April 15, 2025

MEETING DATE: April 21, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.28 acres, more or less, out of Lot A, H E B Futurama Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1300 East Business Highway 83, Suite 6. CUP#201258 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Mariscos El Muelle, LLC, d/b/a Muelle 37, 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 4th renewal for Muelle 37.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the request for renewal of the Conditional Use Permit to allow 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.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/15/2025
Approved - 4/17/2025
Final Approval - 4/17/2025



MEMORANDUM

DATE: MONDAY, APRIL 21, 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#201258 (MUELLE 37)

GENERAL INFORMATION:

APPLICANT: Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.28 acres, more or less, out of Lot A, H E B Futurama Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1300 East Business Highway 83, Suite 6.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Heavy Industrial District (H-I) to the north, General Business District (C) to the west, Single-Family Residential District (R-1) and Neighborhood Commercial District (N-C) to the south and City of Pharr limits lie to the east. This area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services recommends **approval** of the request for renewal of the Conditional Use Permit to allow 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.



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

April 21, 2025

Conditional Use Permit **Renewal** for ABC - Mariscos El Muelle, LLC, d/b/a Muelle 37

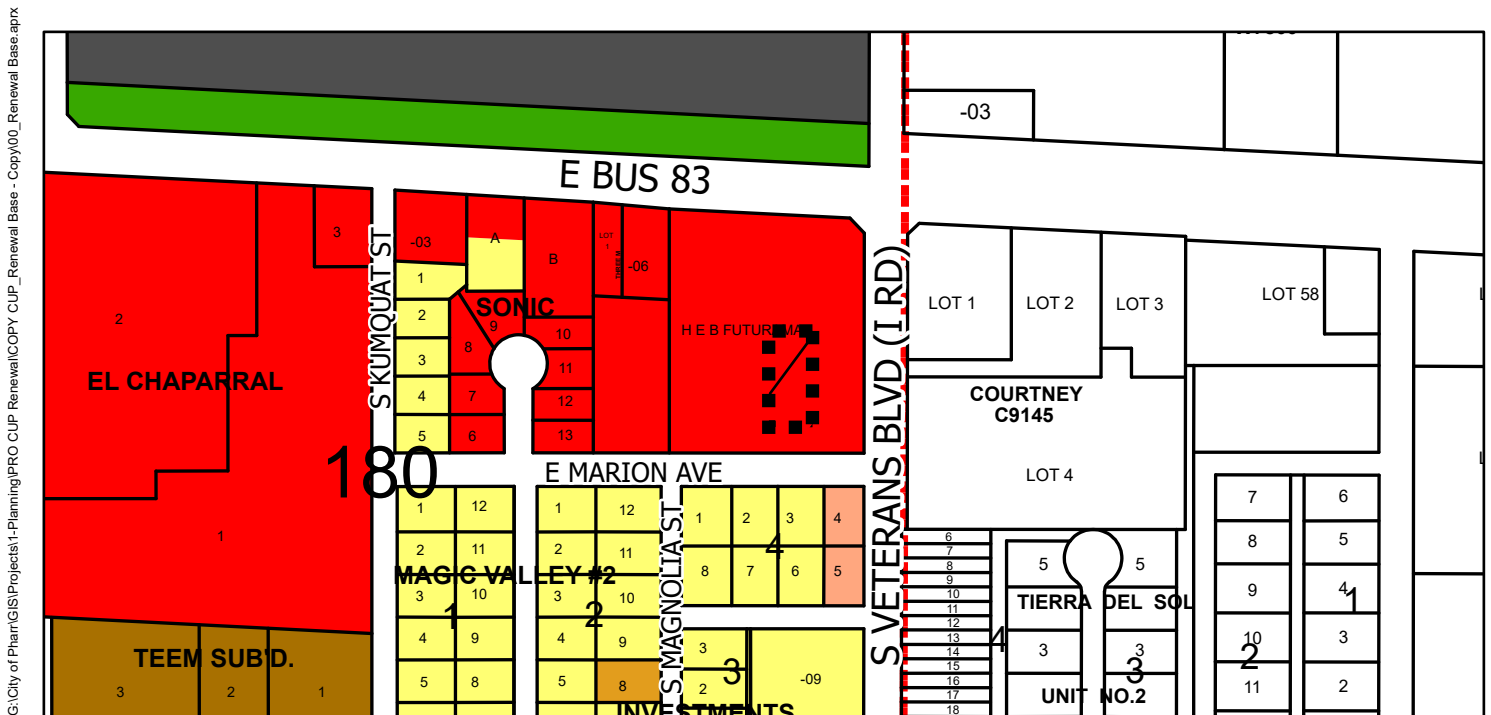
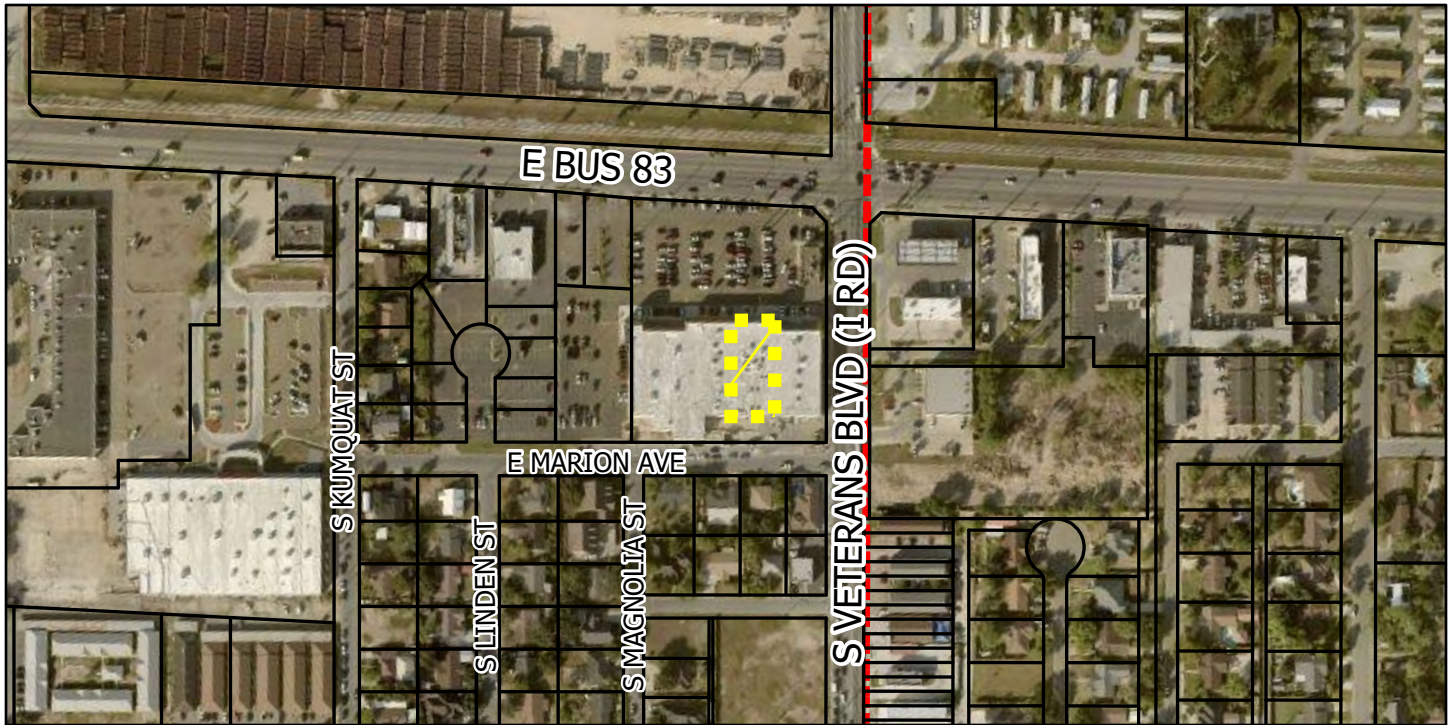
Background:

Mariscos El Muelle, LLC, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for Muelle 37.

The property is located at 1300 East Business Highway 83, Suite 6. 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.



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





Pharr
Development Services



Site Photo

1300 East Business Highway 83, Suite 6





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.H.5.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. CUP#161155 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). This request constitutes the 9th renewal for Regency Hall.

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 Heavy Commercial District (H-C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 4/16/2025
Approved - 4/17/2025
Final Approval - 4/17/2025



MEMORANDUM

DATE: MONDAY, APRIL 21, 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#161155 (REGENCY HALL)
--

GENERAL INFORMATION:

APPLICANT: Regency Hall is requesting renewal of the 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 Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 207 East Ferguson Avenue.

ZONING: The property is currently zoned Heavy-Commercial District (H-C). The property to the north is zoned Single-Family Residential District for small lots (R-1A), the property to the south is zoned General Business District (C) and Single-Family Residential District (R-1) and the property to the east and west is zoned Heavy-Commercial District (H-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.

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 Heavy Commercial District (H-C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

April 21, 2025

Conditional Use Permit **Renewal** for ABC –

Regency Hall

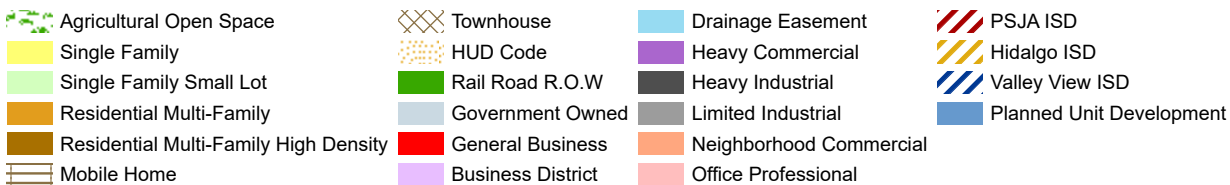
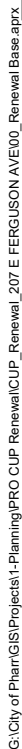
Background:

Regency Hall, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 9th renewal for Regency Hall.

The property is located at 207 East Ferguson Avenue. It is zoned Heavy Commercial District (H-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.



Date: 4/7/2025



Pharr
Development Services



Site Photo

207 E Ferguson Ave





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.I.

DATE SUBMITTED: April 17, 2025

MEETING DATE: April 21, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Alessandra Garcia

Created/Initiated - 4/17/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.I.1.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Rio Delta Engineering, representing Thomas F. Phillips, owner is requesting final plat approval of the proposed Jackson Place Commercial Subdivision. The property is legally described as being a 1.99 acre tract of land, more or less, out of Lot 6, Block 5, A. J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2700 Block of North Jackson Road. SUB#240206 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Rio Delta Engineering, representing Thomas F. Phillips, owner is requesting final plat approval of the proposed Jackson Place Commercial Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Jackson Place Commercial Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: Being no discussion, the Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Jackson Place Commercial Subdivision at their meeting on April 14, 2025. There were eight 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 - 4/16/2025
Approved - 4/17/2025
Final Approval - 4/17/2025



MEMORANDUM

DATE: MONDAY, APRIL 21, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: JACKSON PLACE COMMERCIAL SUBDIVISION
FILE NO. **SUB#240206**

GENERAL INFORMATION:

APPLICANT: Rio Delta Engineering, representing Thomas F. Phillips, Owner is requesting final plat approval of the proposed Jackson Place Commercial Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.99 acre tract of land, more or less, out of Lot 6, Block 5, A. J. McColl Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 2700 Block of North Jackson road.

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

PROPERTY PROPOSED USE: Stripes and gas station store.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Jackson Place Commercial Subdivision subject to the following conditions set before you.

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

1. Project engineer to provide a letter from TxDot if additional R.O.W. will be requested.
2. Permits shall be obtained from TxDot for sidewalks and driveways.
3. Shall obtain U.I.R's from TxDot for any utility installed within the R.O.W., if any.

EASEMENTS:

1. Provide 15' exclusive easement to City of Pharr for water & sewer lines.
2. Easements shall not overlap other easements.
3. See attached comments from H.C.I.D.#2 and address them.
4. Label and show all existing easements north of proposed site.

**SIDEWALK:
ADA:**

1. Follow City of Pharr standards.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. See attached comments.
2. Provide all crossing conflicts details for sewer and water.
3. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attached comments.
2. Provide all crossing conflicts details for sewer and water.
3. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. Drainage report to be reviewed by HCDD 1, for approval.

OTHER:

1. Fix north arrow on plat layout to show true north.
2. Update cover sheet to show recorded subdivisions.
3. Location map show City limits and scale 1" = 500'.
4. Plat note number 9, remove wording after Area.
5. Verify plat note #11, confusing.
6. Add plat note: Enforcement of all plat notes and dedications shall be the responsibility of the agency or entity to whom the dedication is granted.
7. Provide engineer and surveyor signature, standard note.
8. Developer has provided a bond for recording: Bond No. 80017452
9. Staff notes are attached.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve final plat of the proposed Jackson Place Commercial Subdivision at their meeting on April 14, 2025.

STAFF REVIEW MEETING FOR: *JACKSON PLACE COMMERCIAL SUBDIVISION*

COMMENTS:

Initials: J.R.

JULY 29, 2024

WATER:

- Easements will need to be 15' exclusive to the City of Pharr.
- The water line will need to be looped.
- Will need to get UIR permit form TxDot for water line installation.
- Will need to get HCID. Permit for water crossing.
- Will need to install one water service for irrigation.
- Will need to show all water crossing details.
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need to verify all surrounding utilities in the area.
- Sewer connection will need to be discuss during plat review meeting.
- Will need to show manhole rim and lid detail.
- Will need to show all sewer crossing details.
- Manhole rim and lid will need to be composite base with City of Pharr logo.
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual.

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

Print Name: _____

Signature: _____

Date: _____



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

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

Subdivision: Jackson Place Commercial Subdivision Staff Meeting Preliminary

Reviewed by: MIKE NAVARRO

August 7, 2024

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

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

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

Additional Comments: Pharr Fire marshal office reviewed plans for Jackson Place Commercial Subdivision meeting and the following items will need to added the plans:

- 1. Shall provide Re-locate Fire Hydrant within the Property to Jackson Road entrance to have sufficient distance to the building.**
- 2. Shall provide a Fire hydrant detail**
- 3. Shall provide a Concrete collar detail for the Hydrant valves to be 30x 30x6**
- 4. Shall Provide a True Loop for the Fire protection needs with 12inch water line to be connected to the existing on Jackson Road.**
- 5. No plat notes for this plan # 5 already covers the needs.**



Staff Pre-Construction Meeting

DATE: 07/29/2024

Jackson Place Commercial Subdivision

1.99 Acre

Pharr TX, 78577

Plat Notes:

- **No comments**

General Notes:

- **Silt fence must surround the whole property during construction phase.**
- **Obtain a small construction notice from TCEQ.**
- **Must submit (1) digital copy in (USB) to review and must be approved prior to any earthwork disturbance or Notice to Proceed (N.T.P.) is issued. Must submit (3) three hard copies of the Finalized Stormwater Pollution Prevention Plan (S.W.P.P.P.) at Pre-Construction Stage.**

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Jackson Place
Commercial Subdivision

DATE: August 2, 2024

REVIEW: Preliminary (comments plans dated 7-18-2024)

PLAT

1. Signature from P.E.
2. Signature from R.P.L.S.
3. Provide a drainage easement for detention area.
4. Add note---Owners to maintain ROW and perimeter of subdivision.
5. Add note--- 5'-ft sidewalk shall be required to be constructed along all streets at building permit phase.

SITE PLAN

1. Bore permit from Public Works shall be required for waterline tie-in. waterline shall be required to be a true loop.
2. Provide all pertinent City of Pharr details for water, sewer, storm, paving, etc.
3. Provide a utility profile of the proposed sanitary sewer line. Verify the existing sanitary sewer line on the east side of the proposed lot.
4. Ensure water line has a depth of 4'-ft minimum from natural ground.
5. Provide additional valves on all tees. 2 gate valves for the run and one for the branch.
6. Provide a crossing permit for HCID No. 2.

DRAINAGE

1. Drainage plan to be reviewed and approved at building permit stage.
2. Drainage report to be reviewed and approved by HCDD No. 1.
3. Pending if tie-in is located on Jackson Rd., TX-Dot discharge permit may be required
4. Detention ponds with depths of 3'-ft and below require a perimeter fence.

CLOSEOUT DOCUMENTS

- All As-builts must have the following requirements:

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

STANDARD REQUIREMENTS

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

From: [John Salinas](#)
To: [Eddie Martinez](#)
Cc: jl_hcid2@att.net
Subject: Proposed P.V. Subd.; Jackson Place Commercial; Love's Travel Stop
Date: Tuesday, July 30, 2024 12:00:23 PM

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

Hello Eddie,

HCID2 comments, claims and updates as needed for approval:

Proposed Jackson Place Commercial:

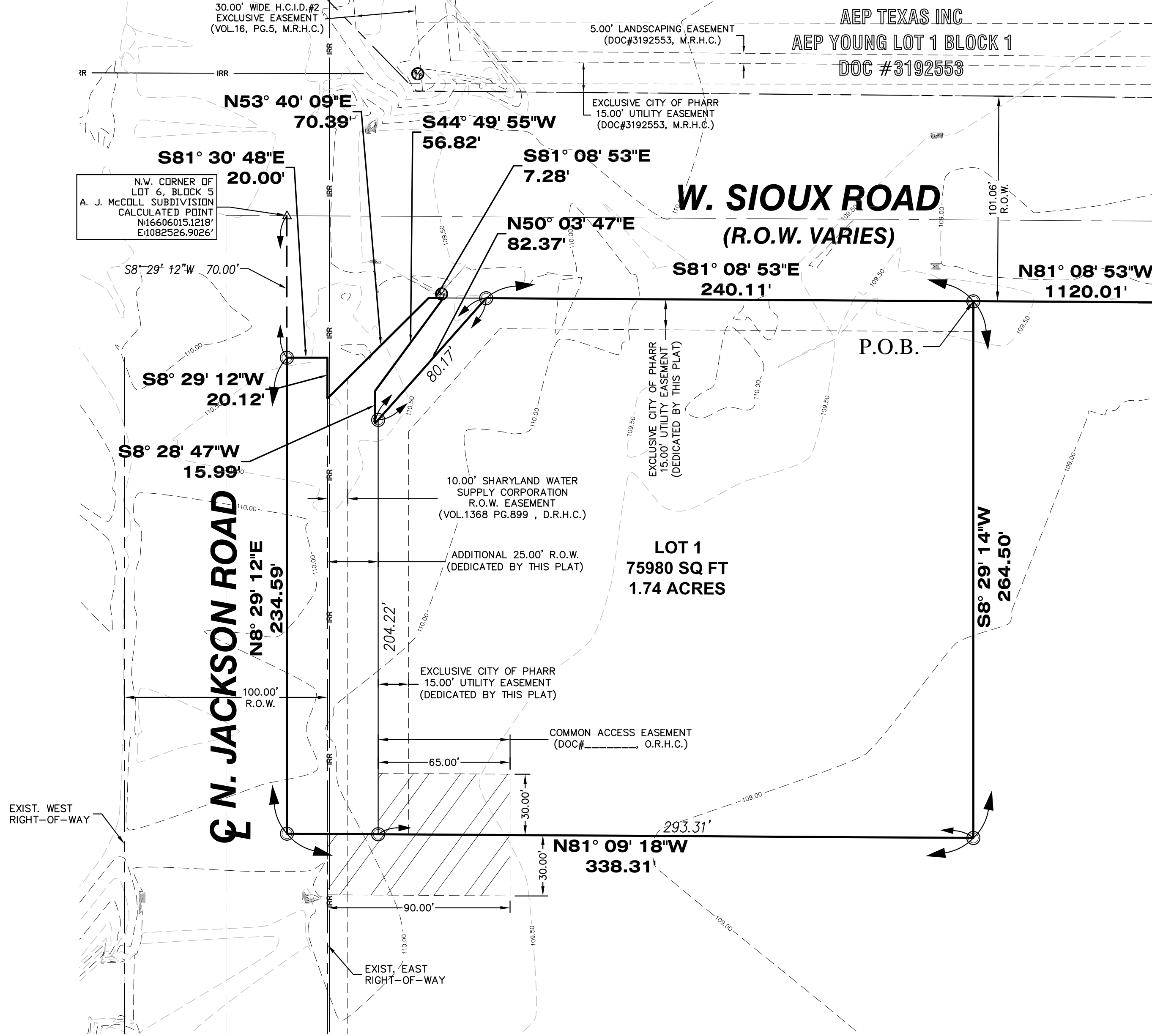
1. We have the general right of way covering all the lot V. 19, Pg. 297 – no action is required.
2. We have an irrigation pipeline on the west side of the development as shown V. 16, Pg. 5 – pipeline will need to be either replaced or capped and release the pipeline easement.
3. The petition to exclude from the District the 1.99 acre development must be submitted.

If there are any questions, please advise. Sorry for the delay in responding Eddie, Thank you.

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

JACKSON PLACE COMMERCIAL SUBDIVISION

BEING A 1.99 ACRES TRACT OF LAND, MORE OR LESS, OUT OF LOT 6, BLOCK 5, A. J. MCCOLL SUBDIVISION OF PORCION 66, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 21, PAGE 597, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 1.99 ACRES TRACT BEING A PART OR PORTION OF THE SAME LAND DESCRIBED IN A WARRANTY DEED CONVEYED TO THOMAS F. PHILLIPS, DATED JANUARY 31, 2007, RECORDED IN DOCUMENT# 1720637, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.



SCALE: 1"=40'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

P.O.C.
NE CORN OF LOT 1
JACKSON PLACE SUBDIVISION
RECORDED IN INSTRUMENT NUMBER 2787139, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 1.99 ACRES TRACT BEING A PART OR PORTION OF THE SAME LAND DESCRIBED IN A WARRANTY DEED CONVEYED TO THOMAS F. PHILLIPS, DATED JANUARY 31, 2007, RECORDED IN DOCUMENT# 1720637, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

ABBREVIATION LEGEND	
F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
U.E.	UTILITY EASEMENT
E&U.E.	ELECTRICAL AND UTILITY EASEMENT
C.L.	CENTER LINE
L	LOT LINE

LEGEND	
○	SET 1/2 INCH IRON ROD
●	FOUND 1/2 INCH IRON ROD
⦿	FOUND 5/8 INCH IRON ROD
⦿	FOUND COTTON PICKER SPINDLE
⦿	FOUND 60-D NAIL
⦿	SET COTTON PICKER SPINDLE
⦿	POWER POLE
⦿	GUY WIRE
⦿	FOUND FENCE POST
⦿	TRAFFIC SIGN
⦿	WATER METER
⦿	WATER VALVE
⦿	IRRIGATION STAND PIPE
⦿	DEED RECORD CALL
XXXX	NATURAL GROUND
△	CALCULATED POINT
—	ELECTRICAL & UTILITY EASEMENT

METES AND BOUNDS:

BEING 1.99 ACRES TRACT OF LAND MORE OR LESS SITUATED IN THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, SAID 1.99 ACRES TRACT BEING OUT OF LOT 6, BLOCK 5, A.J. MCCOLL SUBDIVISION, RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 1.99 ACRES TRACT BEING A PART OR PORTION OF A CALLED 33.01 ACRES TRACT OF LAND RECORDED IN DOCUMENT NUMBER 1720637, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS TO THOMAS F. PHILLIPS, TRUSTEE, AND SAID 1.99 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, JACKSON PLACE SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 2787139, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAME BEING A POINT ON THE EAST LINE OF THE SAID LOT 6, BLOCK 5, AND SAME BEING A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF W. SIOUX ROAD;

THENCE N 81° 08' 53" W ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF W. SIOUX ROAD, SAME BEING IN PART ALONG THE NORTH BOUNDARY LINE OF THE SAID LOT 1, SAME BEING IN PART ALONG THE NORTH BOUNDARY LINE OF A CALLED 2.56 ACRES TRACT CONVEYED TO LIMAN VENTURES, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NUMBER 3403628, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, PASSING A 1/2-INCH IRON ROD FOUND AT NORTHEAST CORNER OF THE SAID 2.56 ACRES TRACT AT A DISTANCE OF 520.01 FEET, PASSING A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF THE SAID 2.56 ACRES TRACT, AT A DISTANCE OF 800.01 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1,120.01 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE S 8° 29' 14" W ACROSS THE SAID LOT 6, BLOCK 5, SAME BEING ACROSS THE SAID 33.01 ACRES TRACT, A DISTANCE OF 264.50 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 81° 09' 18" W ACROSS THE SAID LOT 6, BLOCK 5, SAME BEING ACROSS THE SAID 33.01 ACRES TRACT, TO A POINT ON THE EAST LINE OF THE SAID LOT 6, BLOCK 5, PASSING AT 318.31 A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF N. JACKSON ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 338.31 FEET TO A 60-D NAIL SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 8° 29' 12" E ALONG THE WEST LINE OF THE SAID LOT 6, BLOCK 5, SAME BEING THE WEST BOUNDARY LINE OF THE SAID 33.01 ACRES TRACT, AND SAME BEING ACROSS THE SAID RIGHT-OF-WAY OF N. JACKSON ROAD, A DISTANCE OF 234.59 FEET TO A 60-D NAIL SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 81° 30' 48" E ACROSS THE SAID LOT 6, BLOCK 5, SAME BEING ALONG THE NORTH BOUNDARY LINE OF THE SAID 33.01 ACRES TRACT, TO THE MOST WESTERLY NORTHWEST CORNER OF A CALLED 1.454 ACRES TRACT CONVEYED TO THE CITY OF PHARR, RECORDED IN DOCUMENT NUMBER 2030248, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAME BEING A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF N. JACKSON ROAD, A DISTANCE OF 20.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE S 8° 29' 12" W ACROSS THE SAID LOT 6, BLOCK 5, SAME BEING ALONG THE WEST BOUNDARY LINE OF THE SAID 1.454 ACRES TRACT, TO THE SOUTHWEST CORNER OF THE SAID 1.454 ACRES TRACT, A DISTANCE OF 20.12 FEET TO A 5/8-INCH IRON ROD FOUND, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 53° 40' 09" E ACROSS THE SAID LOT 6, BLOCK 5, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 1.454 ACRES TRACT, TO A CORNER POINT OF THE SAID 1.454 ACRES TRACT, A DISTANCE OF 70.39 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE S 81° 08' 53" E ACROSS THE SAID LOT 6, BLOCK 5, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 1.454 ACRES TRACT, TO THE NORTHWEST CORNER OF A CALLED 0.021 ACRES TRACT CONVEYED TO THE CITY OF PHARR, RECORDED IN DOCUMENT NUMBER 2030249, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 7.28 FEET TO A 5/8-IRON ROD FOUND, FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE S 44° 49' 55" W ACROSS THE SAID LOT 6, BLOCK 5, SAME BEING ALONG THE WEST BOUNDARY LINE OF THE SAID 0.021 ACRES TRACT, TO THE SOUTHWEST CORNER OF THE SAID 0.021 ACRES TRACT, A DISTANCE OF 56.82 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE S 8° 28' 47" W ACROSS THE SAID LOT 6, BLOCK 5, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 0.021 ACRES TRACT, TO THE SOUTHEAST CORNER OF THE SAID 0.021 ACRES TRACT, A DISTANCE OF 15.99 FEET TO A 5/8-INCH IRON ROD FOUND FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

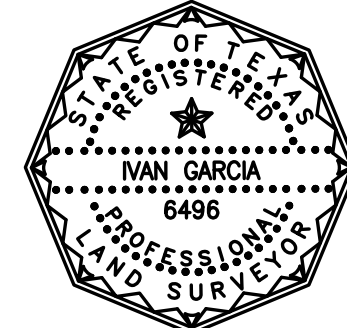
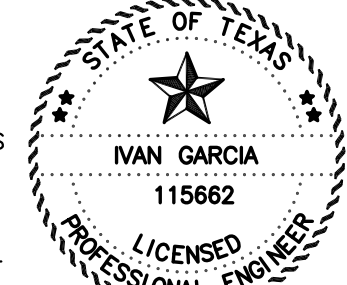
THENCE N 50° 03' 47" E ACROSS THE SAID LOT 6, BLOCK 5, SAME BEING ALONG THE EAST BOUNDARY LINE OF THE SAID 0.021 ACRES TRACT, TO THE NORTHEAST CORNER OF THE SAID 0.021 ACRES TRACT, SAME BEING A POINT ON THE SOUTH BOUNDARY LINE OF THE SAID 1.454 ACRES TRACT, AND SAME BEING A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF W. SIOUX ROAD, A DISTANCE OF 82.37 FEET TO A 1/2-INCH IRON ROD FOUND, FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE S 81° 08' 53" E ACROSS THE SAID LOT 6, BLOCK 5, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 1.454 ACRES TRACT, AND SAME BEING ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF W. SIOUX ROAD, A DISTANCE OF 240.11 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 1.99 ACRES OF LAND, MORE OR LESS, OUT OF WHICH THE WEST 20.00 FEET (0.11 ACRES) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF N. JACKSON ROAD.

STATE OF TEXAS COUNTY OF HIDALGO

I, IVAN GARCIA P.E., R.P.L.S., A REGISTERED PROFESSIONAL ENGINEER AND PUBLIC SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSIONS OF ENGINEERING AND PUBLIC SURVEYING. I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION, AND I FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

IVAN GARCIA, P.E., R.P.L.S. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 115662
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027



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

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

LOCATION MAP

SCALE: 1"= 2000'

GENERAL NOTES:

- FINISHED FLOOR ELEVATION SHALL BE AT LEAST 18" FROM TOP OF CURB OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.
- THE SUBDIVISION IS IN ZONE "B" (MEDIUM SHADING) AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0425 C, REVISED DATE NOVEMBER 16, 1982.
- NO VERTICAL STRUCTURES SHALL BE BUILT ON TOP OF ANY EASEMENTS DEDICATED BY THIS PLAT.
- CITY OF PHARR BENCHMARK No. 54, ELEVATION = 107.35 FOUND MONUMENT ON THE NORTH SIDE OF W. SIOUX ROAD GRID COORDINATES N:16605744.213, E:1084164.334
- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING BUILDING REVIEW TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
- LANDSCAPING REQUIREMENT SHALL BE AS PER CITY OF PHARR ORDINANCE.
- MINIMUM BUILDING SETBACKS SHALL BE AS PER CITY OF PHARR ORDINANCE.
- STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.401 ACRE FEET AND A VOLUME OF APPROXIMATELY 17,477 CUBIC FEET WILL BE REQUIRED FOR THE SUBDIVISION. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.
- NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
- OWNERS ARE TO MAINTAIN DETENTION/RETENTION AREAS DESIGNATED ON THIS PLAT, IF ANY, PURSUANT TO A SEPARATE WRITTEN AGREEMENT.
- EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEMS (TPDES).
- OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
- LOT 1 SHALL ONLY HAVE ACCESS VIA COMMON ACCESS EASEMENT (DOC NO. _____ O.R.H.C.) AND PERMITTED TxDOT ENTRANCE FOR LOT 1.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.

STATE OF TEXAS – COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), THE UNDERSIGNED, OWNER(S) THOMAS F. PHILLIPS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE JACKSON PLACE COMMERCIAL SUBDIVISION AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, SEWER LINES, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

THOMAS F. PHILLIPS, TRUSTEE DATE
910 E. BUSINESS 83
SAN JUAN, TEXAS 78589

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THOMAS F. PHILLIPS PERSONALLY APPEARED AND PROVED, THROUGH HIS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED, ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS THE _____ DAY OF _____, 20____.

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

PRESIDENT

ATTEST: SECRETARY

STATE OF TEXAS CITY OF PHARR

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

AMBROSIO HERNANDEZ DATE
MAYOR, CITY OF PHARR

ATTEST: CITY CLERK DATE

STATE OF TEXAS CITY OF PHARR

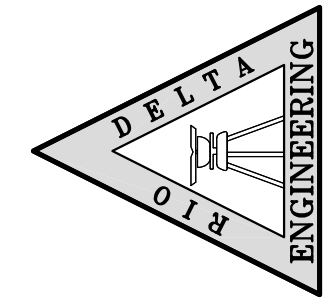
I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT OF JACKSON PLACE COMMERCIAL SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE DATED THIS _____ DAY OF _____, 2024.

DANNY WYLE CHAIRMAN, PLANNING & ZONING COMMISSION

PRINCIPAL CONTACTS:			
NAME	ADDRESS		PHONE & FAX
OWNER: THOMAS F. PHILLIPS, TRUSTEE	910 EAST BUSINESS 83	SAN JUAN, TX 78589	
ENGINEER: IVAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE.	EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR: IVAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE.	EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083

RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

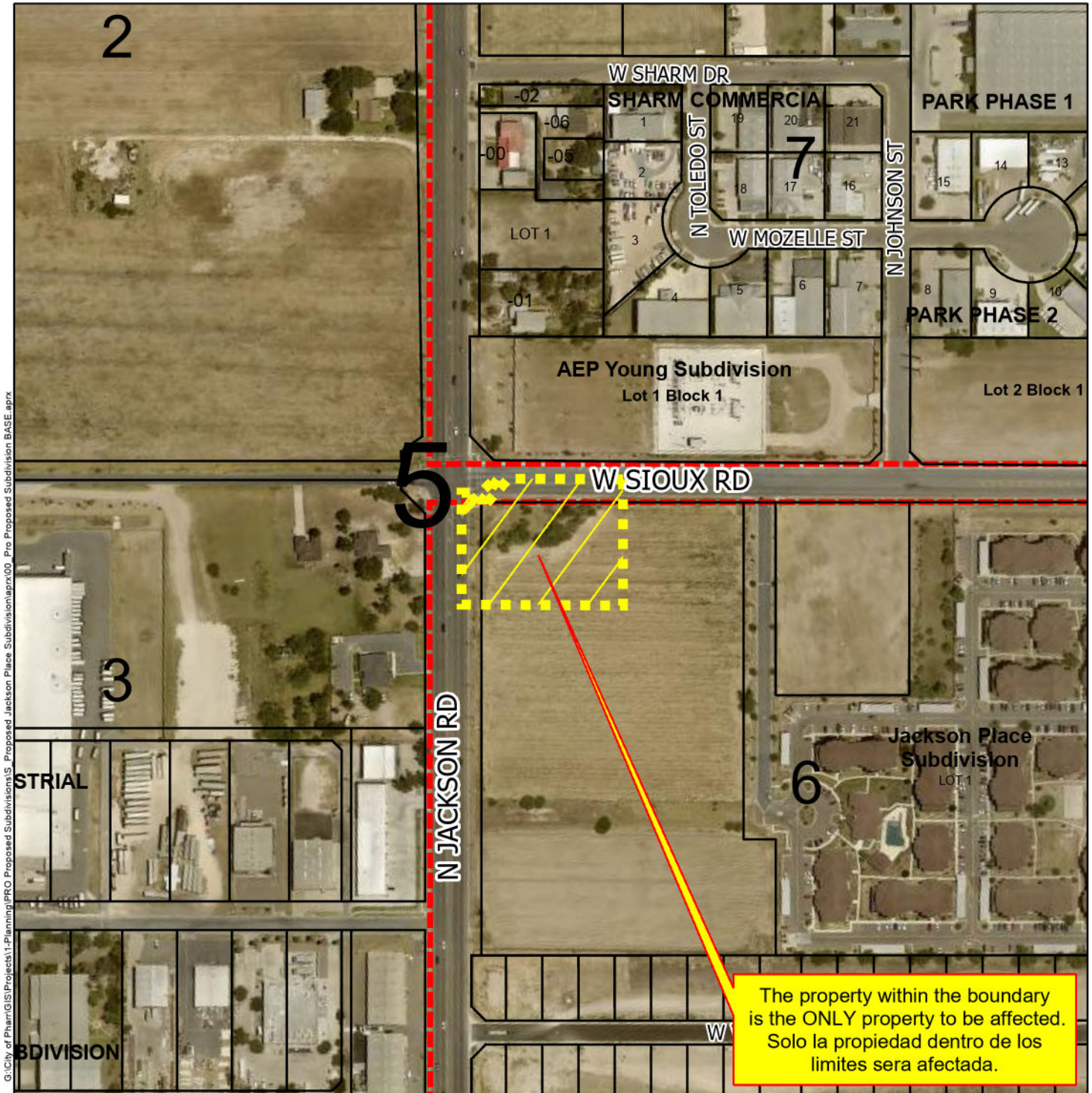


THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF IVAN GARCIA, P.E. 115662 ON DATE: _____
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

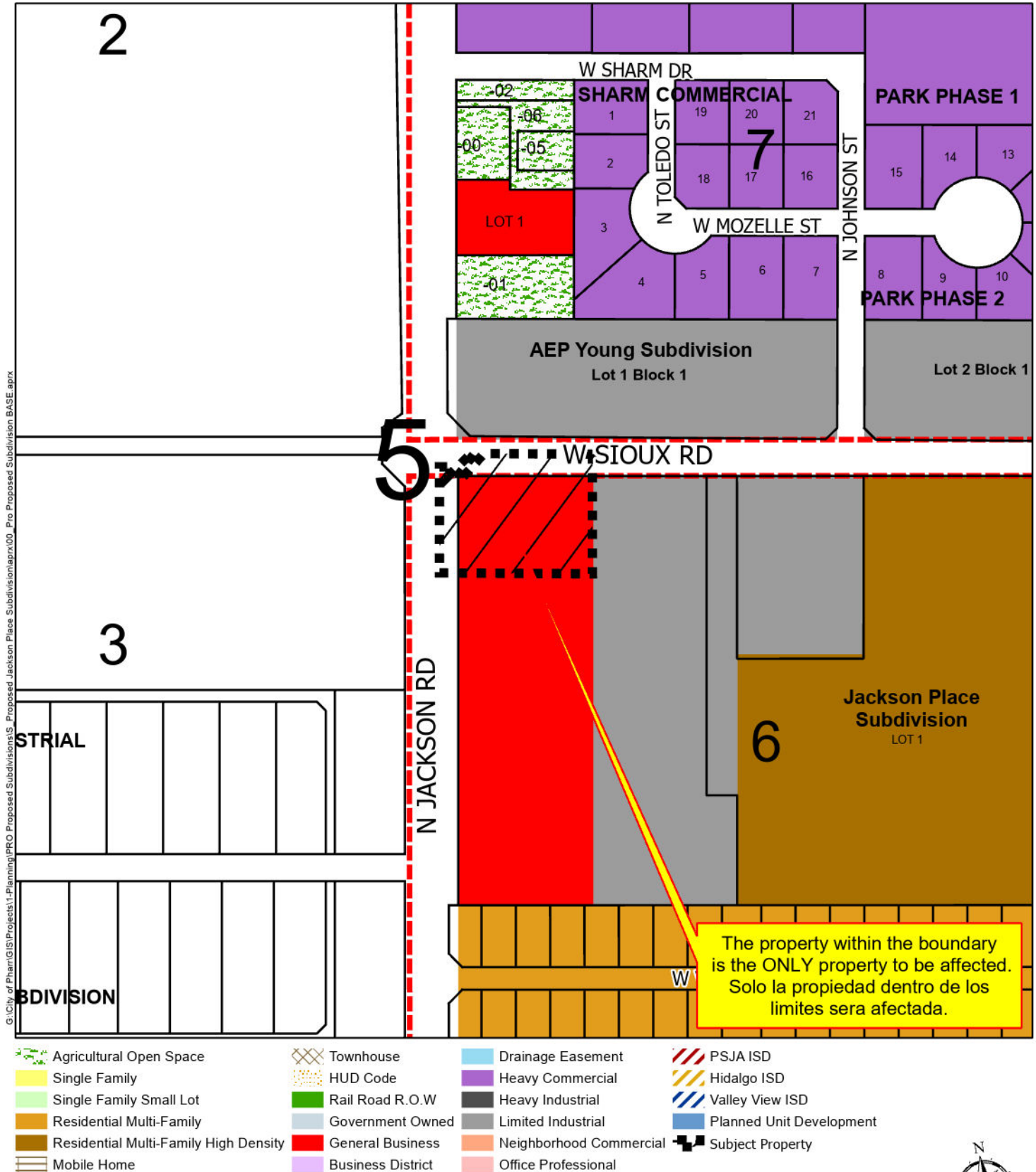
ISSUED FOR:
PRELIMINARY

PLAT SHEET
JACKSON PLACE COMMERCIAL SUBDIVISION
CITY OF PHARR
HIDALGO COUNTY, TEXAS

ENGINEER: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
DRAWN: DANIEL RODRIGUEZ, E.I.T.
SCALE: 1" = 40'
DATE: AUGUST 6, 2024
PROJECT: SUB 22 019
REVISIONS:
PAGE NO: 1-OF-1



 Subject Property





Pharr
Development Services



Site Photo

2700 Block of North Jackson Rd.





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 2025

FROM: Cynthia Speedon, Administrative Assistant

DEPARTMENT: GMCD

DIRECTOR: Elizabeth Diaz

Agenda Item:

Consideration and action, if any, on Resolution appointing/re-appointing seven (7) board members to the Community Development Council Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The following Board Members Victor Alvarez (CT 213), VACANT (CT 213), Olga Cardoza (CT 214), Norma Trevino (CT 215), Marco Gonzalez (CT 216), Sabrina Garcia (CT 217) and Lucio Gaytan member at large terms expired on 03/19/2025, and they are seeking re-appointment at this time.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Board Members

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Cynthia Speedon
Elizabeth Diaz
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 4/16/2025
Approved - 4/16/2025
Approved - 4/17/2025
Approved - 4/17/2025
Final Approval - 4/17/2025

RESOLUTION NO. R-2025-_____

WHEREAS, there is hereby created a City Community Development Council which serves in an advisory capacity to the Board of Commissioners, and its purpose is to review and coordinate data, vote on agenda items and to assist in the development of a system of priorities in Community Development for the City of Pharr; and

WHEREAS, the Board of Commissioners on March 17, 2025, by ordinance amended the Community Development Council to be composed of seven (7) members; and

WHEREAS, the terms of Victor Alvarez (CT 213), Olga Cardoza (CT 214), Norma Treviño (CT 215), Marco Gonzalez (CT 216), Sabrina Garcia (CT 217), and Lucio Gaytan (At Large) expired on March 19, 2025; and

WHEREAS, a vacancy has occurred in CT 213; and

WHEREAS, appointment of one (1) member (CT 213) and the re-appointment of six (6) members is needed at this time.

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

The following residents of the City of Pharr are hereby appointed/re-appointed members of the Community Development Council:

	NAME	CENSUS TRACT	LENGTH OF TERM
1.	_____	213	3-Year term (expiring 03/19/2028)
2.	_____	213	2-Year term (expiring 03/19/2028)
3.	_____	214	2-Year term (expiring 03/19/2027)
4.	_____	215	2-Year term (expiring 03/19/2027)
5.	_____	216	3-Year term (expiring 03/19/2028)
6.	_____	217	3-Year term (expiring 03/19/2028)
7.	_____	Member at Large	3-Year term (expiring 03/19/2028)

PASSED AND APPROVED this 21st day of April 2025, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: April 15, 2025

MEETING DATE: April 21, 2025

FROM: Daniela Villarreal, Buyer II

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a five (5) year Agreement for Public Safety Video Surveillance with Related Equipment, Software and Accessories with Axon Enterprises, Inc. from Scottsdale, AZ. in the amount of \$69,200.30 through BuyBoard Cooperative Purchasing Program No. 743-24. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The City of Pharr Fire Department requests authorization to enter into a five (5) year agreement for Public Safety Video Surveillance Body Cameras with Related Equipment, Software and Accesories with Axon Enterprises, Inc. from Scottsdale, AZ through BuyBoard Cooperative Purchasing Program No. 743-24.

The body cameras will be utilized by the peace officers in the Fire Marshal's Office as part of their law enforcement duties.

The cost of the body cameras will be paid over five (5) years with an annual payment of \$13,840.06. The total expense is \$69,200.30.

Project No. 2425-01-515-S20-01

Fiscal Consideration: Five (5) annual payments in the amount of \$13,840.06.

Staff Recommendation: Staff recommends to enter into Agreement

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Daniela Villarreal

Mayra Gomez

Pilar Rodriguez

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

Created/Initiated - 4/15/2025

Approved - 4/15/2025

Approved - 4/15/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

City Management Office

Final Approval - 4/17/2025



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-659430-45751.794TM

Issued: 04/04/2025

Quote Expiration: 05/01/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 500244

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Pharr Fire Department 118 S Cage Blvd Pharr, TX 78577-4855 USA	Pharr Fire Department - TX 118 S Cage Blvd Pharr TX 78577-4855 USA Email:	Tyler McArthur Phone: Email: tmcArthur@axon.com Fax:	Mike Navarro Phone: (956) 402-4400 Email: jose.navarro@fd.pharr-tx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$69,200.30
ESTIMATED TOTAL W/ TAX	\$69,200.30

Discount Summary

Average Savings Per Year	\$3,019.44
TOTAL SAVINGS	\$15,097.20

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	\$13,840.06	\$0.00	\$13,840.06
Jun 2026	\$13,840.06	\$0.00	\$13,840.06
Jun 2027	\$13,840.06	\$0.00	\$13,840.06
Jun 2028	\$13,840.06	\$0.00	\$13,840.06
Jun 2029	\$13,840.06	\$0.00	\$13,840.06
Total	\$69,200.30	\$0.00	\$69,200.30

DRAFT

Quote Unbundled Price:	\$84,297.50
Quote List Price:	\$69,204.50
Quote Subtotal:	\$69,200.30

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	9	60	\$127.61	\$99.66	\$99.66	\$53,816.40	\$0.00	\$53,816.40
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
H00003	AB4 1-Bay Dock Bundle	1			\$229.00	\$229.00	\$229.00	\$0.00	\$229.00
H00001	AB4 Camera Bundle	9			\$899.00	\$899.00	\$8,091.00	\$0.00	\$8,091.00
A la Carte Software									
ProLicense	Pro License Bundle	1	60		\$48.82	\$48.75	\$2,925.00	\$0.00	\$2,925.00
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
Total							\$69,200.30	\$0.00	\$69,200.30

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	1	1	06/01/2025
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	1	1	06/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	9	1	06/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	10	1	06/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	10	1	06/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	10	1	06/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	06/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	06/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	06/01/2025
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	9	1	12/01/2027
BWC Unlimited with TAP	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	1	1	12/01/2027
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	12/01/2027
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	9	1	06/01/2030
BWC Unlimited with TAP	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	1	1	06/01/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	06/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	9	07/01/2025	06/30/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	07/01/2025	06/30/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	07/01/2025	06/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	07/01/2025	06/30/2030

Services

Bundle	Item	Description	QTY
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	9	06/01/2026	06/30/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	06/01/2026	06/30/2030
BWC Unlimited with TAP	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	1	06/01/2026	06/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	118 S Cage Blvd	Pharr	TX	78577-4855	USA

Payment Details

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$500.00	\$0.00	\$500.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	9	\$10,763.28	\$0.00	\$10,763.28
Year 1	H00001	AB4 Camera Bundle	9	\$1,618.20	\$0.00	\$1,618.20
Year 1	H00002	AB4 Multi Bay Dock Bundle	1	\$327.78	\$0.00	\$327.78
Year 1	H00003	AB4 1-Bay Dock Bundle	1	\$45.80	\$0.00	\$45.80
Year 1	ProLicense	Pro License Bundle	1	\$585.00	\$0.00	\$585.00
Total				\$13,840.06	\$0.00	\$13,840.06

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$500.00	\$0.00	\$500.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	9	\$10,763.28	\$0.00	\$10,763.28
Year 2	H00001	AB4 Camera Bundle	9	\$1,618.20	\$0.00	\$1,618.20
Year 2	H00002	AB4 Multi Bay Dock Bundle	1	\$327.78	\$0.00	\$327.78
Year 2	H00003	AB4 1-Bay Dock Bundle	1	\$45.80	\$0.00	\$45.80
Year 2	ProLicense	Pro License Bundle	1	\$585.00	\$0.00	\$585.00
Total				\$13,840.06	\$0.00	\$13,840.06

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$500.00	\$0.00	\$500.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	9	\$10,763.28	\$0.00	\$10,763.28
Year 3	H00001	AB4 Camera Bundle	9	\$1,618.20	\$0.00	\$1,618.20
Year 3	H00002	AB4 Multi Bay Dock Bundle	1	\$327.78	\$0.00	\$327.78
Year 3	H00003	AB4 1-Bay Dock Bundle	1	\$45.80	\$0.00	\$45.80
Year 3	ProLicense	Pro License Bundle	1	\$585.00	\$0.00	\$585.00
Total				\$13,840.06	\$0.00	\$13,840.06

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$500.00	\$0.00	\$500.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	9	\$10,763.28	\$0.00	\$10,763.28
Year 4	H00001	AB4 Camera Bundle	9	\$1,618.20	\$0.00	\$1,618.20
Year 4	H00002	AB4 Multi Bay Dock Bundle	1	\$327.78	\$0.00	\$327.78
Year 4	H00003	AB4 1-Bay Dock Bundle	1	\$45.80	\$0.00	\$45.80
Year 4	ProLicense	Pro License Bundle	1	\$585.00	\$0.00	\$585.00
Total				\$13,840.06	\$0.00	\$13,840.06

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$500.00	\$0.00	\$500.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	9	\$10,763.28	\$0.00	\$10,763.28
Year 5	H00001	AB4 Camera Bundle	9	\$1,618.20	\$0.00	\$1,618.20
Year 5	H00002	AB4 Multi Bay Dock Bundle	1	\$327.78	\$0.00	\$327.78
Year 5	H00003	AB4 1-Bay Dock Bundle	1	\$45.80	\$0.00	\$45.80
Year 5	ProLicense	Pro License Bundle	1	\$585.00	\$0.00	\$585.00
Total				\$13,840.06	\$0.00	\$13,840.06

DRAFT

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract **BuyBoard Contract 743-24** is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/4/2025





Vendor Contract Information Summary

Vendor	Axon Enterprises
Contact	Ashley Forbrich
Phone	301-356-5253
Email	contracts@axon.com
Vendor Website	www.axon.com
TIN	86-0741227
Address Line 1	17800 North 85th Street
Vendor City	Scottsdale
Vendor Zip	85255
Vendor State	AZ
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Law Enforcement Body Cameras, Supplies and Equipment
Contract No.	743-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes

4/10/2025 3:28 PM



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.B.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 2025

FROM: Miranda Garcia, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$50,929.65, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase II Project. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Final change order No. 1, release of retainage in the amount of \$50,929.65, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase II Project.
(Project# 2021-01-510-C006-001)

Fiscal Consideration:

Original Agreement: \$1,019,593.00

Change Order No. 1: -\$1,000.00

Revised Agreement: \$1,018,593.00

Amount Paid to Date: \$967,663.35

Retainage (Amount Due): \$50,929.65

Staff Recommendation: Staff recommends approval of Final Change Order No. 1, release of retainage in the amount of \$50,929.65, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase II Project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Miranda Garcia

Maria Rangel

Jose Pena

Mayra Gomez

Jamison Merrick

Ricardo Rodriguez

Created/Initiated - 4/16/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

City Management Office

Final Approval - 4/17/2025



CHANGE ORDER

Contractor: STX Underground

Change No.: 1

Project: TeamPharr.net Phase II

Date: 3-Feb-22

Project # 1819-35-510-CO11-051

Notice to Proceed Date: 30-Aug-21

Change Order Amount: (\$1,000.00)

You are directed to make the following changes in the Contract Documents:

1. Deduct of \$1,000.00 from the contract documents.
2. Add eighty-seven (87) days to the Contract Documents reflecting delays in the IBWC and TXDOT permits. IBWC permit was granted 12/17/2022. The Owner requested that Phase III Bridge East PON 1 and corresponding Data Center / POP scope of work be accelerated in order to have lit home by 1/20/22.

Reason for Change Order:

1. There were three (3) ISP line items which were not required as part of the final build. There line items totalling (\$1,000) are being removed from the contract documents.
2. TeamPharr.net Package C work was completely halted on 11/2/22. Permission from TXDOT granted to re-start work on 11/9/22. 10 days of stoppage including 3 days for locates on new plan sets. Exhibit A.
3. Phase 2 work significantly slowed as of 11/23/22 due to lack of IBWC permit. Reduced labor force of 1 skeleton crew on site daily.
4. TeamPharr.net Phase 2 IBWC permit granted 12/17/22. Exhibit B.

	Contract Price		Contract Time(Calendar Days)
Original Contract:	\$ 1,019,593.00	Original Completion Date:	30-Aug-21
Previous Change Order: (+/-)	\$ -	Additional Days:	87
This Change Order: (+/-)	\$ (1,000.00)	Revised Completion Date:	3-Feb-22
Remaining Contract Amount:	\$ 1,018,593.00		

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Rolando Martinez

Contractor

[Signature]
Authorized Signature

4-1-25
Date

Recommended:

Carlos Del Angel Brownstone

Construction Manager/Architect

[Signature]
Authorized Signature

4-1-25
Date

Maria Rangel, PE

City Engineer

Authorized Signature

Date



**ENGINEER'S
CERTIFICATE OF FINAL COMPLETION**

Project: Pharr Optic Network Phase II

Bid Number 2122-01-510-C003-001

Contractor: STX Underground, LLC

CERTIFICATION OF COMPLETION

This is to certify that all construction work associated with the above-referenced project has been completed in accordance with the approved plans, specifications, and contractual obligations. The project has been inspected and verified to be in compliance with all applicable regulations, codes, and standards.

CERTIFICATION STATEMENT

I, the undersigned, confirm that the project has been successfully completed and meets all specified engineering requirements.

Completion Date: 02/02/2022

Brownstone Construction Manager

Guillermo Aguilar Signature:  Date: 4-1-25

Contractor STX Underground, LLC

Rolando Martinez Signature:  Date: 4-1-25

City Engineer

Maria Rangel Signature: _____ Date: _____

Payment Request No. 12/01/2021 5-Ret to 01/31/2022

Period: 12/01/2021 to 01/31/2022

Owner: City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Contractor: STX Underground, LLC
144 Country Club Rd. #2
Brownsville, TX 78520

Project: 2021-01-510-C006-001 Fiber Optic Network

Original Contract Amount: \$1,019,593.00

Change Orders: ~~\$1,000.00~~

Contract Amount to Date: \$1,018,593.00

Total to Date: \$1,018,593.00

Total Stored to Date: \$1,018,593.00

Total to Date: \$0.00

Retainage: \$1,018,593.00

Total Due Less Retainage: \$967,663.35

Less Previous Payments: \$50,929.65

Current Payment Due: 100.00%

Original Contract Time (Days): 70

Change Orders (days): 87 Days

Notice to Proceed 8/30/2021

Substantial Completion Date 11/8/2021

Contract Time Used 1502.86%

Change Order Summary				
No.	Contract Amount		Contract Time	
	Addition	Deduction	Addition	Deduction
		\$1,000.00	87 days	
Total				

* Provide Documentation

Attachment "B"



Contractor:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Progress Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Progress Payment were issued and payments received from the Owner, and that current payment shown herein is now due:

Signature: [Signature] Date: 3/1/25

Subscribed and sworn before me this 1st day of March, 2025

The above person appeared before me, the undersigned notary public and provided satisfactory evidence of identification to be the person signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: Martha Roman Notary ID 12474421 My Commission Expires: 27

Attachment "A" *

Construction Manager or Engineer of Record

In accordance with the Contract Documents, based on on-site observation and the data comprising this progress payment, the Construction Manager certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to progress payment.

Signature: [Signature] Date: 4-1-25

Approved:

Jose Pena
 I.T. Director

Maria Rangel
 City Engineer

Mayra Gomez
 Purchasing Director

Dr. Jonathan Flores
 City Manager

Jamison Merrick
 Interim Finance Director



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

PROJECT:
City of Pharr Fiber Optic Network
Core Build Project

FROM CONTRACTOR:
STX Underground LLC
144 Country Club Rd#2
Brownsville, TX 78520

VIA ARCHITECT/ENGINEER:

CONTRACT FOR: 2021-01-510-C006-001 Fiber Optic Network - Core Build Project

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION #: 5 - Ret

PERIOD TO: 01/31/22

PROJECT NOS:

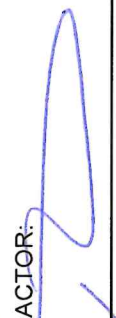
CONTRACT DATE: 08/13/21

Distribution to:

☒	Owner
☒	Const. Mgr
☒	Engineer
☐	Contractor

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: 

Date: _____

State of: Texas

County of: Hidalgo

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 50,929.65

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER/CONSTRUCTION MANAGER:

By: 

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

1. ORIGINAL CONTRACT SUM

\$ 1,019,593.00

2. Net change by Change Orders

\$ -1,000.00

3. CONTRACT SUM TO DATE (Line 1 +/- 2)

\$ 1,018,593.00

4. TOTAL COMPLETED & STORED TO DATE-\$

(Column G on Continuation Sheet)

\$ 1,018,593.00

5. RETAINAGE:

a. 5.0% of Completed Work

(Columns D+E on Continuation Sheet)

\$

b. 5.0% of Stored Material

(Column F on Continuation Sheet)

\$

Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)

\$ 1,018,593.00

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

\$ 967,663.35

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$ 50,929.65

8. CURRENT PAYMENT DUE

\$

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$1,000.00
Total approved this Month		
TOTALS		\$1,000.00
NET CHANGES by Change Order	\$1,000.00	

SCHEDULE OF VALUES

ATTACHMENT TO PAY APPLICATION

PROJECT NO: 2021-01-510-C006-001

City of Pharr Fiber Optic Network - Core Build Project

APPLICATION NUMBER: 5 - Ret

APPLICATION DATE: 02/01/22

PERIOD TO: 01/31/22

ENGINEER'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)				Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	OSP A									
2	432 Fiber - single mode fiber	21,647.50	21,647.50				21,647.50	100%		1,082.38
3	2" SDR 11 HDPE Orange T10 Smooth	190,034.00	190,034.00				190,034.00	100%		9,501.70
4	Split lid Polymer Concrete Handholes	8,100.00	8,100.00				8,100.00	100%		405.00
5	Isolation test station lever									
6	Isolation test station lever bracket									
7	FOSC 450Fiber Optic Splice Closure	250.00	250.00				250.00	100%		12.50
8	FOSC 45 - Gel Drop Seal	250.00	250.00				250.00	100%		12.50
9	Fusion Splice	49,248.00	49,248.00				49,248.00	100%		2,462.40
10	OSP B									
11	432 Fiber - single mode fiber	31,185.00	31,185.00				31,185.00	100%		1,559.25
12	2" SDR 11 HDPE Orange T10 Smooth	272,324.00	272,324.00				272,324.00	100%		13,616.20
13	Split lid Polymer Concrete Handholes	12,000.00	12,000.00				12,000.00	100%		600.00
14	Isolation test station lever									
15	Isolation test station lever bracket									
16	FOSC 450Fiber Optic Splice Closure	500.00	500.00				500.00	100%		25.00
17	FOSC 45 - Gel Drop Seal	500.00	500.00				500.00	100%		25.00
18	Fusion Splice	65,664.00	65,664.00				65,664.00	100%		3,283.20
19	OSP C									
20	432 Fiber - single mode fiber	23,471.25	23,471.25				23,471.25	100%		1,173.56
21	2" SDR 11 HDPE Orange T10 Smooth	202,800.25	202,800.25				202,800.25	100%		10,140.01
22	Split lid Polymer Concrete Handholes	9,300.00	9,300.00				9,300.00	100%		465.00
23	Isolation test station lever									
24	Isolation test station lever bracket									
25	FOSC 450Fiber Optic Splice Closure	500.00	500.00				500.00	100%		25.00
26	FOSC 45 - Gel Drop Seal	500.00	500.00				500.00	100%		25.00
27	Fusion Splice	65,664.00	65,664.00				65,664.00	100%		3,283.20
28										
SUBTOTALS PAGE 2		953,938.00	953,938.00				953,938.00	100%		47,696.90

SCHEDULE OF VALUES

Page 3 of 3 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT NO: 2021-01-510-C006-001

City of Pharr Fiber Optic Network - Core Build Project

APPLICATION NUMBER: 5 - Ret

APPLICATION DATE: 02/01/22

PERIOD TO: 01/31/22

ENGINEER'S PROJECT NO:

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage	
			From Previous Application (D + E)	This Period						
29	ISP Bridge Administration									
30	432 Fiber - single mode fiber	1,875.00	1,875.00			1,875.00	100%			93.75
31	2" SDR 11 HDPE Orange T10 Smooth	15,600.00	15,600.00			15,600.00	100%			780.00
32	4" SDR 11 HDPE Smooth	3,750.00	3,750.00			3,750.00	100%			187.50
33	Split lid Polymer Concrete Handholes	600.00	600.00			600.00	100%			30.00
34	Building Cable Entrance	1,600.00	1,600.00			1,600.00	100%			80.00
35	EMT Conduit 4in	560.00	560.00			560.00	100%			28.00
36	ISP HDPE less than or = 1.5in conduit	2,080.00	2,080.00			2,080.00	100%			104.00
37	Junction box less than or = 24inx24in	100.00						100.00		
38										
39	ISP Communication Center									
40	432 Fiber - single mode fiber	625.00	625.00			625.00	100%			31.25
41	4" SDR 11 HDPE Smooth	4,400.00	4,400.00			4,400.00	100%			220.00
42	Building Cable Entrance	800.00						800.00		
43	ISP HDPE less than or = 1.5in conduit	2,400.00	2,400.00			2,400.00	100%			120.00
44	Junction box less than or =12inx12in	100.00						100.00		
45										
46	ISP Library DRC									
47	432 Fiber - single mode fiber	1,875.00	1,875.00			1,875.00	100%			93.75
48	4" SDR 11 HDPE Smooth	3,850.00	3,850.00			3,850.00	100%			192.50
49	Split lid Polymer Concrete Handholes	300.00	300.00			300.00	100%			15.00
50	ISP HDPE less than or = 1.5in conduit	4,080.00	4,080.00			4,080.00	100%			204.00
51										
52	ISP Police Department									
53	432 Fiber - single mode fiber	3,125.00	3,125.00			3,125.00	100%			156.25
54	4" SDR 11 HDPE Smooth	15,235.00	15,235.00			15,235.00	100%			761.75
55	Split lid Polymer Concrete Handholes	300.00	300.00			300.00	100%			15.00
56	ISP HDPE less than or = 1.5in conduit	2,400.00	2,400.00			2,400.00	100%			120.00
SUBTOTALS PAGE 3		1,019,593.00	1,018,593.00			1,018,593.00	100%	1,000.00		50,929.65



Engineer's
Certificate of Substantial Completion

PROJECT: Pharr Optic Network Phase II
BID NUMBER: 2021-01-510-C006-001
CONTRACTOR: STX Underground, LLC.

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of issuance.

Carlos Del Angel
Guillermo Aguilar

Engineer/Construction Mngr.

Signature

02/03/2022

Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Rolando Martinez
Contractor

Signature

4-1-25
Date

The City of Pharr accepts the Work or designated portion as substantially complete and will assume full possession on _____.

Maria Rangel
City Engineer – City of Pharr

Signature

Date



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.C.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 2025

FROM: Miranda Garcia, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$568,367.48, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase III Project. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Final Change Order No. 1, release of retainage in the amount of \$568,367.48, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase III Project.
(Project# 2122-01-510-C003-001)

Fiscal Consideration:

Original Contract Amount: \$11,872,796.98

Change Order No.1: -\$505,447.48

Revised Agreement: \$11,367,349.50

Total Paid to Date: \$10,798,982.02

Retainage (Amount Due): \$568,367.48

Staff Recommendation: Staff recommends approval of Final Change Order No. 1, release of retainage in the amount of \$568,367.48, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase III Project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Miranda Garcia

Maria Rangel

Jose Pena

Mayra Gomez

Jamison Merrick

Ricardo Rodriguez

Created/Initiated - 4/16/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

City Management Office

Final Approval - 4/17/2025



CHANGE ORDER

Contractor: STX Underground LLC

Change Order No.: 1

Project: City of Pharr Fiber Optic Network - Phase III Labor

Date: 5/10/2023

Contract No. 2122-01-510-C003-001

Notice to Proceed Date: 27-Dec-21

Change Order Amount: \$ (505,447.48)

You are directed to make the following changes in the Contract Documents:

1. (\$798,475.00) - Credit for 63,878 LF of Construction - Place NEW 2-1.25" HDPE
2. (\$109,925.00) - Credit for 8,794 LF of Construction - Place NEW 1-2" HDPE
3. (\$41,700.00) - Credit for 139 EA of Construction - Place NEW 40"x38"x46" (Hand hole)
4. (\$221,961.50) - Credit for 443,923 LF of Construction - Place Tracer Wire
5. (\$2,688.00) - Credit for 96 EA - Splicing - Fusion Splice Ribbon
6. (\$12,500) - Credit for 50 EA - Drop Service
7. (\$18,850) - Credit for Contingency - Construction - New Remove and Restore Sidewalk
8. (\$25,000) - Credit for Contingency - Construction - New Remove and Restore Asphalt

9. \$725,652.02- Add for Contingency - Design / Owner Contingency

Reason for Change Order: Final Change Order to Renconcile Amounts & Close-out Contract

1. Credit due to design engineer overestimating quantity.
2. Credit due to design engineer overestimating quantity.
3. Credit due to design engineer overestimating quantity.
4. Credit due to design engineer overestimating quantity.
5. Credit due to design engineer overestimating quantity.
6. Credit due to design engineer overestimating quantity.
7. Credit due to design engineer overestimating quantity.
8. Credit due to design engineer overestimating quantity.
9. Overage due to design engineer underestimating quantities.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 11,872,796.98	Current Completion Date: 25-Jun-22
Previous Change Order: (+/-)	\$ -	Additional Days: 263
This Change Order: (+/-)	\$ (505,447.48)	New Completion Date: 14-Mar-23
Revised Contract Amount:	\$ 11,367,349.50	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Contractor

Authorized Signature

Date

Recommended:

Guillermo Aguiar
Construction Manager

Authorized Signature

Date

Maria Rangel

City Engineer

Authorized Signature

Date

Approved:

Dr. Jonathon B. Flores

Interim City Manager

Authorized Signature

Date



**ENGINEER'S
CERTIFICATE OF FINAL COMPLETION**

Project: Pharr Optic Network Phase III

Bid Number 2122-01-510-C003-001

Contractor: STX Underground, LLC

CERTIFICATION OF COMPLETION

This is to certify that all construction work associated with the above-referenced project has been completed in accordance with the approved plans, specifications, and contractual obligations. The project has been inspected and verified to be in compliance with all applicable regulations, codes, and standards.

CERTIFICATION STATEMENT

I, the undersigned, confirm that the project has been successfully completed and meets all specified engineering requirements.

Completion Date: 05/10/2023

Brownstone Construction Manager

Carlos Del Angel Signature:  Date: 4-1-25

Guillermo Aguilar

Contractor STX Underground, LLC

Rolando Martinez Signature:  Date: 4-1-25

City Engineer

Maria Rangel Signature: _____ Date: _____

Payment Request Number: **17 RETAINAGE** to 03/13/2025
 Period: 02/07/2025 to 03/13/2025
 Owner: City of Pharr
 118 S. Cage Blvd.
 Pharr, TX 78577
 Contractor: STX Underground, LLC
 144 Country Club Rd. #2
 Brownsville, TX 78520
 Project: 2122-01-510-C003-001 Pharr Optic Network
 PO Number:

Original Contract Amount: \$11,872,796.98
 *Change Orders: ~~-\$505,447.48~~
 Contract Amount to Date: \$11,367,349.50
 Total to Date: \$11,367,349.50
 *Total Stored to Date:
 Total to Date: \$11,367,349.50
 Retainage: \$0.00
 Total Due Less Retainage: \$10,798,982.02
 Less Previous Payments: \$10,798,982.02
 Current Payment Due: \$568,367.48

Percent Completed: 100%
 Original Contract Time (days): 180
 Change Orders (days): 0
 Notice to Proceed: 12/27/2021
 Substantial Completion Date: 6/25/2022
 Contract Time Used: 100%

Change Order Summary			
No.	Contract Amount		Contract Time
	Addition	Deduction	Deduction
		\$505,447.48	
Total			

* Provide Documentation



Contractor

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Progress Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Progress Payment were issued and payments received from the Owner, and that current payment shown herein is now due:

STX Underground, LLC., Rolando Martinez 3/1/25
 Contractor Signature Date

Subscribed and sworn before me this 1st day of March 2025

The above person appeared before me, the undersigned notary public and provided satisfactory evidence of identification to be the person signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Martha Roman
 Notary Public Signature

 Commission Expires 12-01-27

Construction Manager

In accordance with the Contract Documents, based on on-site observation and the data comprising this progress payment, the Construction Manager certifies to the Owner that to the best of the Construction Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to progress payment.

Brownstone Consultants, Guillermo Aguilar 4-1-25
 Construction Manager Signature Date

Approved:

Jose Pena 4-3-25
 IT Director Signature Date

Maria Rangel
 City Engineer

Signature Date

Mayra Gomez
 Purchasing Director

Signature Date

Dr. Jonathon B. Flores
 City Manager

Signature Date

Merrick Jamison
 Finance Director

Signature Date

Pay Application Form										Invoice Number:	17 RETAINAGE
City of Pharr Fiber Optic Network - Phase III Labor										Invoice Date:	3/13/2025
South Pharr											
Pay Estimate Number:	17 RETAINAGE	Performance Period	02/07/25	thru	03/13/25		Progress Payment		Final Payment	X	
Contract Award Date	12/13/21	Initial Contract Calendar Days To Complete	180	Revised Contract Calendar Days To Complete	180	Notice To Proceed Date	12/27/21	Number of Contract Calendar Days Elapsed		1,172	
Contract #:	2122-01-510-C003-001		Original Contract Completion Date:		06/25/22	Revised Completion Date:		06/25/22			
Contractor:	STX Underground LLC, 144 Country Club Rd#2, Brownsville, TX 78520						Original Contract Amount:		\$ 11,872,796.98		
Project:	Fiber Optic Network - South Build Phase III						Total Change Orders:		\$ 505,447.48		
Location:	South Pharr						Revised Contract Amount:		\$ 11,367,349.50		
		CONTRACT				THIS PERIOD		TOTAL TO DATE			
Price Schedule Contract Line Item Number (CLIN)	DESCRIPTION		CONTRACT QUANTITY	UNIT PRICE	TOTAL CONTRACT PRICE FOR LINE ITEM	QUANTITY-THIS PERIOD	AMOUNT PAYABLE THIS PERIOD	QUANTITY-TO DATE	AMOUNT PAYABLE TO DATE		
1	Construction - Place NEW 1-1.25" HDPE		283,500	FT	\$12.50	\$3,543,750.00	\$0.00	283,500	\$3,543,750.00		
2	Construction - Place NEW 2-1.25" HDPE		185,000	FT	\$12.50	\$2,312,500.00	\$0.00	121,122	\$1,514,025.00		
3	Construction - Place NEW 1-2" HDPE		17,100	FT	\$12.50	\$213,750.00	\$0.00	8,306	\$103,825.00		
4	Construction - Place NEW 2-2" HDPE		50,000	FT	\$13.00	\$650,000.00	\$0.00	50,000	\$650,000.00		
5	Construction - Install Coupler 1.25" - 4"		1,542	EA							
6	Construction - Place 1 NEW 24F-576F Cable		241,400	FT	\$1.17	\$282,438.00	\$0.00	284,029	\$332,313.93		
7	Construction - Place MST's (50' to 750') in conduit (\$1.30/FT)		3,375	EA	\$471.75	\$1,592,156.25	\$0.00	3,415	\$1,611,026.25		
8	Construction - Place NEW 17"x30"x30" (Handhole)		3,315	EA	\$275.00	\$911,625.00	\$0.00	3,315	\$911,625.00		
9	Construction - Place NEW 40"x38"x46" (Handhole)		605	EA	\$300.00	\$181,500.00	\$0.00	466	\$139,800.00		
10	Placement of Fiber Distribution Hubs (FDH) Vault Mounted (Incl. Splitter Install)		31	EA	\$800.00	\$24,800.00	\$0.00	35	\$28,000.00		
11	Construction - Place NEW Cable Marker		20	EA							
12	Construction - Place Tracer Wire		539,100	FT	\$0.50	\$269,550.00	\$0.00	95,177	\$47,588.50		
13	Construction - Place Flat Drop Kits		844	EA	\$35.00	\$29,540.00	\$0.00	844	\$29,540.00		
14	Splicing - Prep Splice Closure		340	EA	\$250.00	\$85,000.00	\$0.00	340	\$85,000.00		
15	Splicing - Fusion Splice Ribbon		96	EA	\$28.00	\$2,688.00					
16	Splicing - Fusion Splice Loose Tube		17,800	EA	\$35.00	\$623,000.00	\$0.00	23,288	\$815,080.00		
17	Drop Service		100	EA	\$250.00	\$25,000.00	\$0.00	149	\$15,757.00		
18	Building Cable Entrance		2	EA	\$350.00	\$700.00	\$0.00	2	\$700.00		
19	Construction Materials-AUG24-494		1	EA	\$0.00	\$0.00			\$10,811.00		
20	Construction Materials-AUG24-488		1	EA	\$0.00	\$0.00			\$42,029.80		
CON	Contingency - Construction - NEW Remove and Restore Sidewalk		1	EA	\$25,000.00	\$25,000.00	\$0.00	1.00	\$6,150.00		
CON	Contingency - Construction - NEW Remove and Restore Asphalt		1	EA	\$25,000.00	\$25,000.00					
CON	Contingency -Design / Owner Contingency (10% of Subtotal)		1	EA	\$1,074,799.73	\$1,074,799.73	1.00	1.00	\$1,074,799.73		
**CPI-Line 1	Additional Fusion Splice Loose Tube, Home Installations, & Testing		1	EA	\$262,626.85	\$262,626.85	1.00	1.00	\$262,626.85		
CP2-Line 2	Additional Fusion Splice Loose Tube, Home Installations, & Testing		1	EA	\$142,901.44	\$142,901.44	1.00	1.00	\$142,901.44		
Total					\$12,278,325.27	\$	-	\$11,367,349.50			
(*) A single asterisk by the line number indicates a revised line item. (**) A double asterisk by the line number indicates a new line item.											
Percent \$ Complete (Total To Date / Rev Contract Amt)					100%						
Percent Contract Construction Period Elapsed					100%						
SUMMARY											
Total To Date:					\$11,367,349.50						
Less: Retained Amount					0.00						
Subtotal					\$11,367,349.50						
Less: Previous Payments					10,798,982.02						
Less: Liquidated Damages					0.00						
AMOUNT DUE					\$ 568,367.48						



Engineer's
Certificate of Substantial Completion

PROJECT: Pharr Optic Network Phase III
BID NUMBER: 2122-01-510-C003-001
CONTRACTOR: STX Underground, LLC.

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of issuance.

Guillermo Aguilar
Engineer/Construction Mngr.

[Signature]
Signature

03/14/2023
Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Rolando Martinez
Contractor

[Signature]
Signature

4-1-25
Date

The City of Pharr accepts the Work or designated portion as substantially complete and will assume full possession on _____.

Maria Rangel
City Engineer – City of Pharr

Signature

Date



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.D.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 2025

FROM: Miranda Garcia, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$608,453.02, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase IV Project. **This item supports IF - Infrastructure**

Classification: Regular

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

Issue: Final Change Order No. 1, release of retainage in the amount of \$608,453.02, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase IV Project.
Project# (2122-01-510-C007-001)

Fiscal Consideration:

Original Agreement: \$12,169,621.35

Change Order: -\$503.89

Revised Agreement: \$12,169,117.46

Amount Paid to Date: \$11,560,661.59

Retainage (Amount Due): \$608,453.02

Staff Recommendation: Staff recommends approval of Final Change Order No. 1, release of retainage in the amount of \$608,453.02, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase IV Project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Miranda Garcia

Maria Rangel

Jose Pena

Mayra Gomez

Jamison Merrick

Ricardo Rodriguez

Created/Initiated - 4/16/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

City Management Office

Final Approval - 4/17/2025



CHANGE ORDER

Contractor: STX Underground LLC

Change Order No.: 1

Project: City of Pharr Fiber Optic Network - Phase IV Labor

Date: 7/17/2024

Contract No. 2122-01-510-C007-001

Notice to Proceed Date: 16-May-22

Change Order Amount: \$ (503.89)

You are directed to make the following changes in the Contract Documents:

1. (\$363,600) - Credit for 29,088 LF of Construction - Place New 1-2" HDPE
2. (\$214,617) - Credit for 16,509 LF of Construction - Place New 2-2" HDPE
3. (\$1,996) - Credit for 499 LF of Construction - Place 1 NEW 24F-864F Aerial Cable (Includes Stack)
4. (\$23,200) - Credit for 29 EA of Placement of Fiber Distribution Hubs (FDH) Vault Mounted (incl. Splitter Install)
5. (\$5,433.50) - Credit for 10,867 LF of Construction - Place Tracer Wire
6. (\$630) - Credit for 18 EA of Construction - Place Flat Drop Kits
7. (\$3,250) - Credit for 13 EA of Splicing - Prep Splice Closure
8. (\$2,800) - Credit for 100 EA of Splicing - Fusion Splice Ribbon
9. (\$3,850) - Credit for 11 EA of Building Cable Entrance
10. (\$700) - Credit for 7 EA of Place Hoffman Box
11. (\$341,600) - Credit for 610 EA of Place EMT
12. (\$496) - Credit for 16 EA of Contingency - Construction - NEW Remove and Restore Sidewalk

13. \$84,637.50 - Add for 6,771 LF of Construction - Place NEW 1-1.25" HDPE
14. \$52,112.50 - Add for 4,169 LF of Construction - Place NEW 2-1.25" HDPE
15. \$20,280.00 - Add for 1,560 LF of Construction - Place NEW 3-2" HDPE
16. \$7,303.14 - Add for 6,242 LF of Construction - Place 1 NEW 24F-576F Cable
17. \$513,264.00 - Add for 1,088 EA of Construction - Place MST's (50' to 750') in conduit
18. \$37,950.00 - Add for 138 EA of Construction - Place NEW 17"x30"x30" (Handhole)
19. \$23,100.00 - Add for 77 EA of Construction - Place NEW 30"x48"x36" (Handhole)
20. \$145,705.00 - Add for 4,163 EA of Splicing - Fusion Splice Loose Tube
21. \$52,341.72 - Add for Contingency - Design / Owner Contingency
22. \$24,974.75 - Add for ISP Pharr City Buildings Construction

Reason for Change Order: Final Change Order to Renconcile Amounts & Close-out Contract

1. Credit due to design engineer overestimating quantity.
2. Credit due to design engineer overestimating quantity.
3. Credit due to design engineer overestimating quantity.
4. Credit due to design engineer overestimating quantity.
5. Credit due to design engineer overestimating quantity.
6. Credit due to design engineer overestimating quantity.
7. Credit due to design engineer overestimating quantity.
8. Credit due to design engineer overestimating quantity.
9. Credit due to design engineer overestimating quantity.
10. Credit due to design engineer overestimating quantity.
11. Credit due to design engineer overestimating quantity.
12. Credit due to design engineer overestimating quantity.
13. Add due to design engineer underestimating quantity.
14. Add due to design engineer underestimating quantity.
15. Add due to design engineer underestimating quantity.
16. Add due to design engineer underestimating quantity.
17. Add due to supply chain shortage. Alternate material & construction methods used to maintain project schedule
18. Add due to design engineer underestimating quantity.
19. Add due to design engineer underestimating quantity.
20. Add due to design engineer underestimating quantity.
21. Add due to design engineer underestimating quantity.
22. Add due to ISP work not paid on contactor payment applications.

Contract Price

Contract Time(Calendar Days)

Original Contract:	\$ 12,169,621.35
Previous Change Order: (+/-)	\$ -
This Change Order: (+/-)	\$ (503.89)
Revised Contract Amount:	\$ 12,169,117.46

Current Completion Date:	12-Nov-22
Additional Days:	349
New Completion Date:	27-Oct-23

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Rolando Martinez

Contractor

Authorized Signature

Date

Recommended:

Guillermo Aguilar

Construction Manager

Authorized Signature

Date

Maria Rangel

City Engineer

Authorized Signature

Date

Approved:

Dr. Jonathan Flores

City Manager

Authorized Signature

Date



**ENGINEER'S
CERTIFICATE OF FINAL COMPLETION**

Project: Pharr Optic Network Phase IV

Bid Number 2122-01-510-C003-001

Contractor: STX Underground, LLC

CERTIFICATION OF COMPLETION

This is to certify that all construction work associated with the above-referenced project has been completed in accordance with the approved plans, specifications, and contractual obligations. The project has been inspected and verified to be in compliance with all applicable regulations, codes, and standards.

CERTIFICATION STATEMENT

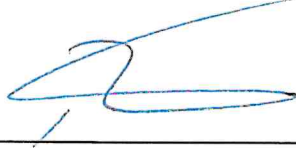
I, the undersigned, confirm that the project has been successfully completed and meets all specified engineering requirements.

Completion Date: 07/17/2024

Brownstone Construction Manager

Guillermo Aguilar Signature:  Carlos Del Angel Date: 4-1-25

Contractor STX Underground, LLC

Rolando Martinez Signature:  Date: 4-1-25

City Engineer

Maria Rangel Signature: _____ Date: _____

Payment Request Number: **14- RETAINAGE** to 03/13/2025

Period: 02/07/2025 to 03/13/2025

Owner: City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Contractor: STX Underground, LLC
144 Country Club Rd. #2
Brownsville, TX 78520

Project: 2122-01-510-C007-001 Pharr Optic Network

PO Number:

Original Contract Amount: \$12,169,621.35

*Change Orders: ~~-\$503.89~~

Contract Amount to Date: \$12,169,117.46

Total to Date: \$12,169,117.46

*Total Stored to Date:

Total to Date: \$12,169,117.46

Retainage: \$0.00

Total Due Less Retainage: \$12,169,117.46

Less Previous Payments: \$11,560,661.59

Current Payment Due: \$608,455.87

Percent Completed: 100.00%

Original Contract Time (days): 180

Change Orders (days): 0

Notice to Proceed: 5/16/2022

Substantial Completion Date: 11/12/2022

Contract Time Used: 100%

Change Order Summary			
No.	Contract Amount		Contract Time
	Addition	Deduction	Deduction
		\$503.89	
Total			

* Provide Documentation



Contractor

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Progress Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Progress Payment were issued and payments received from the Owner, and that current payment shown herein is now due:

STX Underground, LLC., Rolando Martinez
Contractor
Signature
Date 3/23/21

Subscribed and sworn before me this 23rd day of March 2025

The above person appeared before me, the undersigned notary public and provided satisfactory evidence of identification to be the person signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public Signature
MARTHA ROMAN
Notary Public, State of Texas
Comm. Expires 12-01-2027
Notary ID 124744214
My Commission Expires 12-01-2027

Construction Manager

In accordance with the Contract Documents, based on on-site observation and the data comprising this progress payment, the Construction Manager certifies to the Owner that to the best of the Construction Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to progress payment.

Guillermo Aguilar
Construction Manager Brownstone Consultants
Signature
Date 03/23/2025

Approved:

Jose Pena
IT Director
Signature
Date 4-3-25

Maria Rangel
City Engineer
Signature
Date

Mayra Gomez
Purchasing Director
Signature
Date

Dr. Jonathon B. Flores
City Manager
Signature
Date

Merrick Jamison
Finance Director
Signature
Date

Pay Application Form										Invoice Number: 14- RETAINAGE	
City of Pharr Fiber Optic Network - Phase IV Labor										Invoice Date: 3/13/2025	
Mid Pharr											
Pay Estimate Number:	14- RETAINAGE	Performance Period	02/07/25	thru	03/13/25		Progress Payment		Final Payment	YES	
Contract Award Date	05/16/22	Initial Contract Calendar Days To Complete	180	Revised Contract Calendar Days To Complete	180	Notice To Proceed Date	05/16/22	Number of Contract Calendar Days Elapsed		1,032	
Contract #:	2122-01-510-C007-001			Original Contract Completion Date:		11/12/22	Revised Completion Date:		11/12/22		
Contractor:	STX Underground LLC, 144 Country Club Rd#2, Brownsville, TX 78520						Original Contract Amount:		\$ 12,169,621.35		
Project:	Fiber Optic Network - Mid Build Phase IV						Total Change Orders:		\$ -503.89		
Location:	Mid Pharr						Revised Contract Amount:		\$ 12,169,117.46		
Price Schedule Contract Line Item Number (CLIN)	DESCRIPTION	CONTRACT			THIS PERIOD		TOTAL TO DATE				
		CONTRACT QUANTITY	UNIT PRICE	TOTAL CONTRACT PRICE FOR LINE ITEM	QUANTITY-THIS PERIOD	AMOUNT PAYABLE THIS PERIOD	QUANTITY-TO DATE	AMOUNT PAYABLE TO DATE			
		Qty	Unit								
1	Construction - Place NEW 1-1.25" HDPE	280,842	FT	\$12.50	\$3,510,525.00		\$0.00	287,613	\$3,595,162.50		
2	Construction - Place NEW 2-1.25" HDPE	80,375	FT	\$12.50	\$1,004,687.50		\$0.00	84,544	\$1,056,800.00		
3	Construction - Place NEW 3-2" HDPE	7,228	FT	\$13.00	\$93,964.00		\$0.00	8,788	\$114,244.00		
4	Construction - Place NEW 1-2" HDPE	40,889	FT	\$12.50	\$511,112.50		\$0.00	11,801	\$147,512.50		
5	Construction - Place NEW 2-2" HDPE	157,601	FT	\$13.00	\$2,048,813.00		\$0.00	141,092	\$1,834,196.00		
6	Construction - Install Coupler 1.25" - 4"	1,421	EA					0			
7	Construction - Place 1 NEW 24F-576F Cable	402,417	FT	\$1.17	\$470,827.89		\$0.00	408,659	\$478,131.03		
8	Construction - Place 1 NEW 24F-864F Aerial Cable (Includes Slack)	499	FT	\$4.00	\$1,996.00		\$0.00	0	\$0.00		
9	Construction - Place MST's (50' to 750') in conduit	2,781	EA	\$471.75	\$1,311,936.75		\$0.00	3,869	\$1,825,200.75		
10	Construction - Place NEW 17"x30"x30" (Handhole)	2,644	EA	\$275.00	\$727,100.00		\$0.00	2,782	\$765,050.00		
11	Construction - Place NEW 24"x36"x36" (Handhole)	41	EA	\$300.00	\$12,300.00		\$0.00	41	\$12,300.00		
12	Construction - Place NEW 30"x48"x36" (Handhole)	615	EA	\$300.00	\$184,500.00		\$0.00	692	\$207,600.00		
13	Placeent of Fiber Distribution Hubs (FD) Vault Mounted (incl. Splitter Install)	32	EA	\$800	\$25,600.00		\$0.00	3	\$2,400.00		
14	Construction - Place NEW Cable Marker	30	EA					0			
15	Construction - Place Tracer Wire	10,867	FT	\$0.50	\$5,433.50		\$0.00	0	\$0.00		
16	Construction - Place Flat Drop Kits	945	EA	\$35.00	\$33,075.00		\$0.00	927	\$32,445.00		
17	Splicing - Prep Splice Closure	423	EA	\$250.00	\$105,750.00		\$0.00	410	\$102,500.00		
18	Splicing - Fusion Splice Ribbon	100	EA	\$28.00	\$2,800.00		\$0.00	0			
19	Splicing - Fusion Splice Loose Tube	19,035	EA	\$35.00	\$666,225.00		\$0.00	23,198	\$811,930.00		
20	Drop Service	0	EA	\$250.00	\$0.00		\$0.00	0	\$0.00		
21	Building Cable Entrance	11	EA	\$350.00	\$3,850.00		\$0.00	0			
22	Place Hoffman Box	7	EA	\$100.00	\$700.00		\$0.00	0			
23	Place EMT	610	EA	\$560.00	\$341,600.00		\$0.00	0			
24	Phase IV Optic Project- JL23-233		EA	\$0.00	\$0.00		\$0.00		\$960.25		
25	Memorial Library- JL23-229		EA	\$0.00	\$0.00		\$0.00		\$1,161.00		
26	Library ISP- JL23-219		EA	\$0.00	\$0.00		\$0.00		\$730.00		
27	Aquatic Center ISP- JL23-216		EA	\$0.00	\$0.00		\$0.00		\$1,087.00		
28	PD Aquatic Center ISP- JL23-224		EA	\$0.00	\$0.00		\$0.00		\$784.75		
29	City Hall- JL23-232		EA	\$0.00	\$0.00		\$0.00		\$971.00		
30	City Hall ISP- JL23-212		EA	\$0.00	\$0.00		\$0.00		\$530.00		
31	International Bridge Substation ISP- JL23-214		EA	\$0.00	\$0.00		\$0.00		\$455.00		
32	BA-BB ISP Substation- JL23-231		EA	\$0.00	\$0.00		\$0.00		\$678.00		

33	HCRMA ISP- JL23-215	EA	\$0.00	\$0.00	\$0.00	\$315.00
34	Kelly BB HCRMA-JL23-226	EA	\$0.00	\$0.00	\$0.00	\$1,129.90
35	Dev Services ISP- JL23-217	EA	\$0.00	\$0.00	\$0.00	\$280.00
36	Kelly BB Dev Services JL23-228	EA	\$0.00	\$0.00	\$0.00	\$971.00
37	Public Utilities- JL23-227	EA	\$0.00	\$0.00	\$0.00	\$1,256.50
38	Jones Box ISP- JL23-211	EA	\$0.00	\$0.00	\$0.00	\$1,365.00
39	PD Kelly BB Firestation #2 ISP-JL23-230	EA	\$0.00	\$0.00	\$0.00	\$1,011.75
40	East Wasterwater- JL23-225	EA	\$0.00	\$0.00	\$0.00	\$515.65
41	Alan and William Park ISP- Quote	EA	\$0.00	\$0.00	\$0.00	\$4,282.95
42	PD BB Extension- JL23-206	EA	\$0.00	\$0.00	\$0.00	\$350.00
43	Re-enter Moore Rd Loop- JL23-218	EA	\$0.00	\$0.00	\$0.00	\$175.00
44	Dicker Ring Loop- JL23-213	EA	\$0.00	\$0.00	\$0.00	\$175.00
45	PD Bistro Panel- JL23-207	EA	\$0.00	\$0.00	\$0.00	\$2,400.00
46	Re-enter PD Extension- JL23-206	EA	\$0.00	\$0.00	\$0.00	\$800.00
47	PD Kelly BB Distro- JL23-204	EA	\$0.00	\$0.00	\$0.00	\$550.00
48	PD Jackson Loop JL23-209	EA	\$0.00	\$0.00	\$0.00	\$275.00
49	PD NE BB 1- JL23-208	EA	\$0.00	\$0.00	\$0.00	\$275.00
50	Mid Sheath- JL23-205	EA	\$0.00	\$0.00	\$0.00	\$275.00
51	West BB Distro- JL23-203	EA	\$0.00	\$0.00	\$0.00	\$800.00
52	PD SW Pon 2- JL23-210	EA	\$0.00	\$0.00	\$0.00	\$415.00
CON	Contingency - Construction - NEW Remove and Restore Sidewalk	16 EA	\$31.00	\$496.00	\$0.00	0
CON	Contingency - Construction - NEW Remove and Restore Asphalt	0 EA	\$0.00	\$0.00	\$0.00	0
CON	Contingency -Design / Owner Contingency (10% of Subtotal)	1 EA	\$1,106,329.21	\$1,106,329.21	\$0.00	0
Total				\$12,169,621.35	\$ -	\$12,169,117.46

(*) A single asterisk by the line number indicates a revised line item.

(**) A double asterisk by the line number indicates a new line item.

Percent \$ Complete (Total To Date / Rev Contract Amt)	100%
Percent Contract Construction Period Elapsed	100%

SUMMARY	
Total To Date:	\$12,169,117.46
Less: Retained Amount	0.00
Subtotal	\$12,169,117.46
Less: Previous Payments	11,560,661.59
Less: Liquidated Damages	0.00
AMOUNT DUE	\$608,455.87

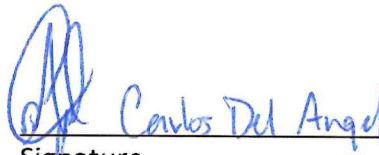


Engineer's
Certificate of Substantial Completion

PROJECT: Pharr Optic Network - Phase IV
BID NUMBER: 2122-01-510-C007-001
CONTRACTOR: STX Underground, LLC.

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of issuance.

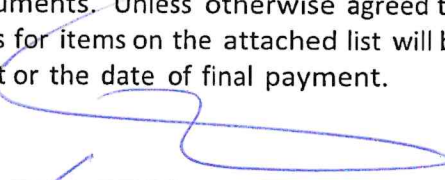
Guillermo Aguilar
Engineer/Construction Mngr.


Signature

10/27/2024
Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Rolando Martinez
Contractor


Signature

4-1-25
Date

The City of Pharr accepts the Work or designated portion as substantially complete and will assume full possession on _____.

Maria Rangel
City Engineer – City of Pharr

Signature

Date



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.E.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 2025

FROM: Miranda Garcia, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$324,633.64, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase V Project. **This item supports IF - Infrastructure**

Classification: Regular

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

Issue: Final Change Order No. 1, release of retainage in the amount of \$324,633.64, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase V Project.
Project# (2223-01-510-C001-001)

Fiscal Consideration:

Original Agreement: \$9,813,027.07

Change Order No. 1: -\$3,320,354.33

Revised Agreement: \$6,492,627.74

Amount Paid to Date: \$6,168,039.10

Retainage: \$324,633.64

Staff Recommendation: Staff recommends approval of Final Change Order No. 1, release of retainage in the amount of \$324,633.64, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase V Project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Miranda Garcia

Maria Rangel

Jose Pena

Mayra Gomez

Jamison Merrick

Ricardo Rodriguez

Created/Initiated - 4/16/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

City Management Office

Final Approval - 4/17/2025



CHANGE ORDER

Contractor: STX Underground LLC Change Order No.: 1
Project: City of Pharr Fiber Optic Network - Phase V Labor Date: 5/26/2023
Contract No. 2122-01-510-C003-001
Notice to Proceed Date: 21-Nov-22 Change Order Amount: \$ (3,320,354.33)

You are directed to make the following changes in the Contract Documents:

1. Credit \$3,320,354.33 For remaining construction costs due to ARPA funds now being applied.

Reason for Change Order: Final Change Order to Renconcile Amounts & Close-out Contract

1. Phase V is closed and reopened as Phase V-A.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$9,813,027.07	Current Completion Date: <u>20-May-23</u>
Previous Change Order: (+/-)	\$ -	Additional Days: <u>6</u>
This Change Order: (+/-)	\$ (3,320,354.33)	New Completion Date: <u>26-May-23</u>
Revised Contract Amount:	\$ 6,492,672.74	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Contractor
Recommended:

Authorized Signature

Date

Guillermo Aguiar
Construction Manager

Authorized Signature

Date

Maria Rangel
City Engineer
Approved:

Authorized Signature

Date

Dr. Jonathon B. Flores
Interim City Manager

Authorized Signature

Date



ENGINEER'S

CERTIFICATE OF FINAL COMPLETION

Project: Pharr Optic Network Phase V

Bid Number 2122-01-510-C003-001

Contractor: STX Underground, LLC

CERTIFICATION OF COMPLETION

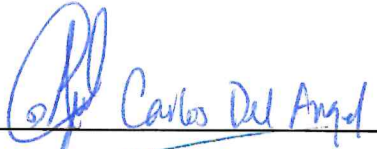
This is to certify that all construction work associated with the above-referenced project has been completed in accordance with the approved plans, specifications, and contractual obligations. The project has been inspected and verified to be in compliance with all applicable regulations, codes, and standards.

CERTIFICATION STATEMENT

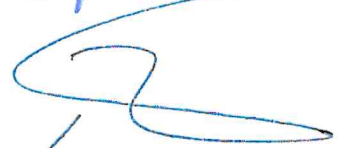
I, the undersigned, confirm that the project has been successfully completed and meets all specified engineering requirements.

Completion Date: 05/26/2023

Brownstone Construction Manager

Guillermo Aguilar Signature:  Carlos Del Angel Date: 4-1-25

Contractor STX Underground, LLC

Rolando Martinez Signature:  Date: 4-1-25

City Engineer

Maria Rangel Signature: _____ Date: _____

Change Order Summary					
No.	Contract Amount		Contract Time		
	Addition	Deduction	Addition	Deduction	
		\$3,320,354.33			
Total					

Finance Director

Date _____

Pay Application Form							Invoice Number:		Final/Retainage															
City of Pharr Fiber Optic Network - Phase V Labor							Invoice Date:		5/11/2023															
North Pharr																								
Pay Estimate Number:	Final/Ret	Performance Period	05/01/23	thru	05/31/23		Progress Payment		Final Payment	X														
Contract Award Date	11/21/22	Initial Contract Calendar Days To Complete	180	Revised Contract Calendar Days To Complete	180	Notice To Proceed Date	11/21/22	Number of Contract Calendar Days Elapsed		191														
Contract #:	2223-01-510-C001-001		Original Contract Completion Date:		05/20/23		Revised Completion Date:																	
Contractor:	STX Underground LLC, 144 Country Club Rd#2, Brownsville, TX 78520						Original Contract Amount:		\$ 9,813,027.07															
Project:	Fiber Optic Network - North Build Phase V						Total Change Orders:		\$ 3,320,354.33															
Location:	North Pharr						Revised Contract Amount:		\$ 6,492,672.74															
			CONTRACT			THIS PERIOD			TOTAL TO DATE															
Price Schedule Contract Line Item Number (CLIN)	DESCRIPTION	CONTRACT QUANTITY	UNIT PRICE	TOTAL CONTRACT PRICE FOR LINE ITEM	QUANTITY-THIS PERIOD	AMOUNT PAYABLE THIS PERIOD	QUANTITY-TO DATE	AMOUNT PAYABLE TO DATE																
		Qty	Unit																					
1	Construction - Place NEW 1-1.25" HDPE	255,526	FT	\$12.50	\$3,194,075.00		\$160,231.88	256,371	\$3,204,637.50															
2	Construction - Place NEW 2-1.25" HDPE	58,613	FT	\$12.50	\$732,662.50		\$36,667.50	58,668	\$733,350.00															
3	Construction - Place NEW 3-1.25" HDPE	608	FT	\$13.00	\$7,904.00		\$358.80	552	\$7,176.00															
4	Construction - Place NEW 1-2" HDPE	2,149	FT	\$12.50	\$26,862.50		\$81.25	130	\$1,625.00															
5	Construction - Place NEW 2-2" HDPE	100,431	FT	\$13.00	\$1,305,603.00		\$51,938.25	79,905	\$1,038,765.00															
6	Construction - Place NEW 3-2" HDPE	260	FT	\$13.00	\$3,380.00		\$169.00	260	\$3,380.00															
7	Construction - Place NEW 1-4" HDPE		FT					0																
8	Construction - Place NEW 2-4" HDPE		FT					0																
9	Construction - Install Coupler 1.25" - 4"	1,176	EA	Included in conduit price				0																
10	Construction - Place 1 NEW 24F-144F Cable	182,705	FT	\$1.17	\$213,764.85		\$5,437.81	92,954	\$108,756.18															
11	Construction - Place 1 NEW 288F-432F Cable	93,305	FT	\$1.17	\$109,166.85		\$401.78	6,868	\$8,035.56															
12	Additional Cable Installation Adder		FT					0																
13	Construction - Place MST's (50' to 750') in conduit	857,900	EA	\$1.30	\$1,115,270.00		\$15,952.63	245,425	\$319,052.50															
14	Construction - Place NEW 17"x30"x30" (Handhole)	2,549	EA	\$275.00	\$700,975.00		\$36,080.00	2,624	\$721,600.00															
15	Construction - Place NEW 24"x36"x36" (Handhole)	0	EA	\$300.00	\$0.00		\$0.00	0	\$0.00															
16	Construction - Place NEW 30"x48"x36" (Handhole)	405	EA	\$300.00	\$121,500.00		\$6,420.00	428	\$128,400.00															
17	Placement of Fiber Distribution Hubs (FD) Vault Mounted (incl. Splitter Install)	24	EA	\$800	\$19,200.00		\$0.00	0	\$0.00															
18	Construction - Place NEW Cable Marker	0	EA					0																
19	Construction - Place Tracer Wire	0	FT	\$0.50	\$0.00		\$0.00	0	\$0.00															
20	Construction - Place Flat Drop Kits	602	EA	\$35.00	\$21,070.00		\$0.00	0	\$0.00															
21	Splicing - Prep Splice Closure	278	EA	\$250.00	\$69,500.00		\$0.00	0	\$0.00															
22	Splicing - Fusion Splice Ribbon	0	EA	\$28.00	\$0.00		\$0.00	0																
23	Splicing - Fusion Splice Loose Tube	18,000	EA	\$35.00	\$630,000.00		\$0.00	0	\$0.00															
24	Drop Service	0	EA	\$250.00	\$0.00		\$0.00	0	\$0.00															
25	Building Cable Entrance	0	EA	\$350.00	\$0.00		\$0.00	0																
26	Place Hoffman Box	0	EA	\$100.00	\$0.00		\$0.00	0																
27	Place EMT	0	EA	\$560.00	\$0.00		\$0.00	0																
28	Construction - Place /Attach NEW Aerial Packages	26	EA	\$25,000.00	\$650,000.00		\$1,219.38	0	\$24,387.50															
CON	Contingency - Construction - NEW Remove and Restore Sidewalk	0	EA	\$31.00	\$0.00		\$0.00	0																
CON	Contingency - Construction - NEW Remove and Restore Asphalt	0	EA	\$0.00	\$0.00		\$0.00	0																
CON	Contingency -Design / Owner Contingency (10% of Subtotal)	1	EA	\$892,093.37	\$892,093.37		\$9,675.38	0	\$193,507.50															
Total					\$9,813,027.07	\$	324,633.64		\$6,492,672.74															
(*) A single asterisk by the line number indicates a revised line item. (**) A double asterisk by the line number indicates a new line item. <table border="1"> <tr> <td>Percent \$ Complete (Total To Date / Rev Contract Amt)</td> <td>100%</td> </tr> <tr> <td>Percent Contract Construction Period Elapsed</td> <td>100%</td> </tr> </table>											Percent \$ Complete (Total To Date / Rev Contract Amt)	100%	Percent Contract Construction Period Elapsed	100%										
Percent \$ Complete (Total To Date / Rev Contract Amt)	100%																							
Percent Contract Construction Period Elapsed	100%																							
<table border="1"> <thead> <tr> <th colspan="2">SUMMARY</th> </tr> </thead> <tbody> <tr> <td>Total To Date:</td> <td>\$6,492,672.74</td> </tr> <tr> <td>Less: Retained Amount</td> <td></td> </tr> <tr> <td>Subtotal</td> <td>\$6,492,672.74</td> </tr> <tr> <td>Less: Previous Payments</td> <td>6,168,039.10</td> </tr> <tr> <td>Less: Liquidated Damages</td> <td>0.00</td> </tr> <tr> <td>AMOUNT DUE</td> <td>\$324,633.64</td> </tr> </tbody> </table>											SUMMARY		Total To Date:	\$6,492,672.74	Less: Retained Amount		Subtotal	\$6,492,672.74	Less: Previous Payments	6,168,039.10	Less: Liquidated Damages	0.00	AMOUNT DUE	\$324,633.64
SUMMARY																								
Total To Date:	\$6,492,672.74																							
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Less: Liquidated Damages	0.00																							
AMOUNT DUE	\$324,633.64																							

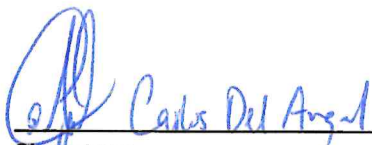


**Engineer's
Certificate of Substantial Completion**

PROJECT: Pharr Optic Network - Phase V
BID NUMBER: 2223-01-510-C001-001
CONTRACTOR: STX Underground, LLC.

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of issuance.

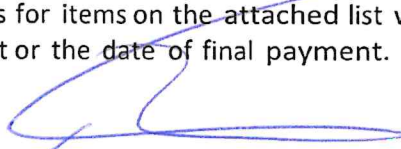
Guillermo Aguilar
Engineer/Construction Mngr.


Signature

05/20/2023
Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Rolando Martinez
Contractor


Signature

4-1-25
Date

The City of Pharr accepts the Work or designated portion as substantially complete and will assume full possession on _____.

Maria Rangel
City Engineer – City of Pharr

Signature

Date



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.F.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 2025

FROM: Miranda Garcia, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$132,879.28, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase 5-A Project. **This item supports IF - Infrastructure**

Classification: Regular

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

Issue: Final Change Order No. 1, release of retainage in the amount of \$132,879.28, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase 5-A Project.
Project# (2223-01-510-C07-01)

Fiscal Consideration:

Original Agreement: \$3,320,354.33

Change Order No. 1: -\$662,768.67

Revised Agreement: \$2,657,585.66

Amount Paid to Date: \$2,524,706.38

Retainage (Amount Due): \$132,879.28

Staff Recommendation: Staff recommends approval of Final Change Order No. 1, release of retainage in the amount of \$132,879.28, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase 5-A Project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Miranda Garcia

Maria Rangel

Jose Pena

Mayra Gomez

Jamison Merrick

Ricardo Rodriguez

Created/Initiated - 4/16/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

City Management Office

Final Approval - 4/17/2025



CHANGE ORDER

Contractor: STX Underground LLC

Change Order No.: 1

Project: City of Pharr Fiber Optic Network - Phase V-A Labor

Date: 8/31/2024

Contract No. 2122-01-510-C003-001

Notice to Proceed Date: 24-Aug-23

Change Order Amount: \$ (662,768.67)

You are directed to make the following changes in the Contract Documents:

1. (\$728.00) - Credit for 56 LF of Construction - Place NEW 3-1.25" HDPE
2. (\$20,375.00) - Credit for 1,630 LF of Construction - Place NEW 1-2" HDPE
3. (\$29,237) - Credit for 2,249 LF of Construction - Place NEW 2-2" HDPE
4. (\$650,000.00) Credit for Place EMT Construction 26 Aerial Packages

5. \$37,571.33- Add for Contingency - Design / Owner Contingency

Reason for Change Order: Final Change Order to Renconcile Amounts & Close-out Contract

1. Credit due to design engineer overestimating quantity.
2. Credit due to design engineer overestimating quantity.
3. Credit due to design engineer overestimating quantity.
4. Credit due to design engineer overestimating quantity.

5. Overage due to design engineer underestimating quantities.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 3,320,354.33	Current Completion Date: 21-Dec-23
Previous Change Order: (+/-)	\$ -	Additional Days: 254
This Change Order: (+/-)	\$ (662,768.67)	New Completion Date: 31-Aug-24
Revised Contract Amount:	\$ 2,657,585.66	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Contractor

Authorized Signature

Date

Recommended:

Guillermo Aguiar
Construction Manager

Authorized Signature

Date

Maria Rangel

City Engineer

Authorized Signature

Date

Approved:

Dr. Jonathon B. Flores

City Manager

Authorized Signature

Date



**ENGINEER'S
CERTIFICATE OF FINAL COMPLETION**

Project: Pharr Optic Network Phase V-A

Bid Number 2122-01-510-C003-001

Contractor: STX Underground, LLC

CERTIFICATION OF COMPLETION

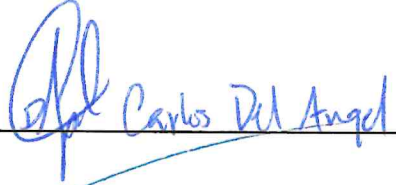
This is to certify that all construction work associated with the above-referenced project has been completed in accordance with the approved plans, specifications, and contractual obligations. The project has been inspected and verified to be in compliance with all applicable regulations, codes, and standards.

CERTIFICATION STATEMENT

I, the undersigned, confirm that the project has been successfully completed and meets all specified engineering requirements.

Completion Date: 08/31/2024

Brownstone Construction Manager

Guillermo Aguilar Signature:  Date: 4-1-25

Contractor STX Underground, LLC

Rolando Martinez Signature:  Date: 4-1-25

City Engineer

Maria Rangel Signature: _____ Date: _____

Signature _____ Date _____



**Engineer's
Certificate of Substantial Completion**

PROJECT: Pharr Optic Network Phase V-A
BID NUMBER: 2122-01-510-C003-001
CONTRACTOR: STX Underground, LLC.

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of issuance.

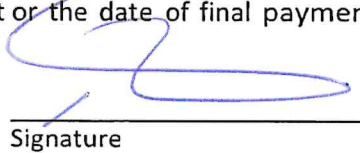
Guillermo Aguilar
Engineer/Construction Mngr.


Signature

07/12/2024
Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Rolando Martinez
Contractor


Signature

4-1-25
Date

The City of Pharr accepts the Work or designated portion as substantially complete and will assume full possession on _____.

Maria Rangel
City Engineer – City of Pharr

Signature

Date



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.G.

DATE SUBMITTED: April 16, 2025

MEETING DATE: April 21, 2025

FROM: Miranda Garcia, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Change Order No. 1 and release of retainage in the amount of \$294,456.54, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase VI Project. **This item supports IF - Infrastructure**

Classification: Regular

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

Issue: Final Change Order No. 1, release of retainage in the amount of \$294,456.54, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase VI Project.
Project# (2223-01-510-C05-01)

Fiscal Consideration:

Original Agreement: \$5,890,006.77

Change Order No.1: -\$876.01

Revised Agreement: \$5,889,130.76

Amount Paid to Date: \$5,594,674.22

Retainage (Amount Due): \$294,456.54

Staff Recommendation: Staff recommends approval of Final Change Order No. 1, release of retainage in the amount of \$294,456.54, and to accept the project as complete and authorization to close out the Fiber Optic Network Phase VI Project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Miranda Garcia

Maria Rangel

Jose Pena

Mayra Gomez

Jamison Merrick

Ricardo Rodriguez

Created/Initiated - 4/16/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

Approved - 4/17/2025

City Management Office

Final Approval - 4/17/2025



CHANGE ORDER

Contractor: STX Underground LLC

Change Order No.: 1

Project: City of Pharr Fiber Optic Network - Phase VI Labor

Date: 8/31/2024

Contract No. 2122-01-510-C003-001

Notice to Proceed Date: 12-Jun-23

Change Order Amount: \$ (876.01)

You are directed to make the following changes in the Contract Documents:

1. (\$90,062.50) - Credit for 7,205 LF of Construction - Place NEW 1-1.25" HDPE
2. (\$29,237) - Credit for 2,249 LF of Construction - Place NEW 2-2" HDPE
4. Add 118,423.49 for Contingency - Design / Owner Contingency

Reason for Change Order: Final Change Order to Renconcile Amounts & Close-out Contract

1. Credit due to design engineer overestimating quantity.
2. Credit due to design engineer overestimating quantity.
3. Overage due to design engineer underestimating quantities.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 5,890,006.77	Current Completion Date: 9-Dec-23
Previous Change Order: (+/-)	\$ -	Additional Days: 266
This Change Order: (+/-)	\$ (876.01)	New Completion Date: 31- Aug- 24
Revised Contract Amount:	\$ 5,889,130.76	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Contractor

Authorized Signature

Date

Recommended:

Guillermo Aguliar
Construction Manager

Authorized Signature

Date

Maria Rangel

City Engineer

Authorized Signature

Date

Approved:

Dr. Jonathon B. Flores

Authorized Signature

Date

City Manager



ENGINEER'S

CERTIFICATE OF FINAL COMPLETION

Project: Pharr Optic Network Phase VI

Bid Number 2122-01-510-C003-001

Contractor: STX Underground, LLC

CERTIFICATION OF COMPLETION

This is to certify that all construction work associated with the above-referenced project has been completed in accordance with the approved plans, specifications, and contractual obligations. The project has been inspected and verified to be in compliance with all applicable regulations, codes, and standards.

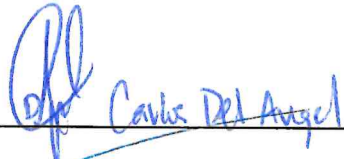
CERTIFICATION STATEMENT

I, the undersigned, confirm that the project has been successfully completed and meets all specified engineering requirements.

Completion Date: 08/31/2024

Brownstone Construction Manager

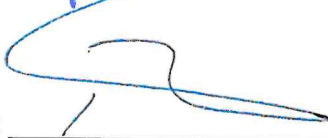
Guillermo Aguilar

Signature: 

Date: 4-1-25

Contractor STX Underground, LLC

Rolando Martinez

Signature: 

Date: 4-1-25

City Engineer

Maria Rangel

Signature: _____

Date: _____

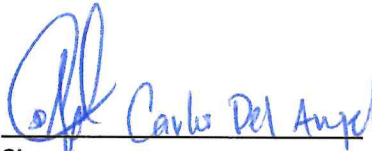


**Engineer's
Certificate of Substantial Completion**

PROJECT: Pharr Optic Network Phase VI
BID NUMBER: 2122-01-510-C003-001
CONTRACTOR: STX Underground, LLC.

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of issuance.

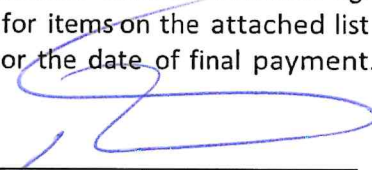
Guillermo Aguilar
Engineer/Construction Mngr.


Signature

08/07/2024
Date of Issuance

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Rolando Martinez
Contractor


Signature

4-1-25
Date

The City of Pharr accepts the Work or designated portion as substantially complete and will assume full possession on _____.

Maria Rangel
City Engineer – City of Pharr

Signature

Date