



**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, JUNE 16, 2025**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

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

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

A) Public hearing on development services cases

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

A) Recognition of Police Chief Juan Gonzalez for his Academic Achievement.

B) Recognition of graduates from the Certified Public Manager Program.

C) City Events of Interest

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

A) Approval of Minutes for June 02, 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-2021-09 Standards Manual Construction and Development Guide. **(2nd Reading) This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, authorizing City Manager to advertise to Request for Proposals (RFP's) for Construction Manager at Risk for Pharr Events Center Project. **This item supports SE - Service Excellence.** (PURCHASING)

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

1. Melden & Hunt, Inc., representing Homero Rivas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH). The property is legally described as being 17.196 acres, more or less, out of Lot 106, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located at 4300 North Sugar Road. COZ#250511 **This item supports EV - Economic Vitality.**

2. Crisandra Alaniz, representing Centro De Alabanza Oasis, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a Limited Industrial District (L-I). The property is legally described as being all of Principle Subdivision, an Addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 5224 North Cage Boulevard, Suites 4-5. CUP#250505 **This item supports EV - Economic Vitality.**

3. Quinta Real Events, 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 Lots 1 and 2, Save and Except the South 32 ft. out of Lot 2, Sing's Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2620 South Gardenia Street. CUP#201042 **This item supports EV - Economic Vitality.**

4. Antonio Muraira, owner, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the outside storage of materials and/or equipment for an existing towing company in a Heavy Commercial District (H-C). The property is legally described as being Lot 4, Albrad Business Park Subdivision, an addition to the City of Pharr, Hidalgo County, Texas. The property's physical address is 1106 West Albrad Avenue. CUP#250404 **This item supports EV - Economic Vitality.**

E) PLATS:

1. R. E. Garcia & Associates, representing Ramiro Rivas, owner, is requesting final plat approval of the proposed Rivas Subdivision. The property is legally described as being a 10.00 acre tract of land being the East 10.00 acres of the West 20.00 acres of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block of West Hi-Line Road. SUB#230822 **This item supports EV - Economic Vitality.**

2. Windrose Land Surveying and Platting, representing Marcella B. Rocha, Assistant Secretary of Circle K Stores, Inc., is requesting final plat approval of the proposed Circle-K #2709238 Subdivision. The property is legally described as being a 1.987 acre tract of land out of the Juan Jose Hinojosa survey and being a portion out of Lot 340, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 8000 Block of South Cage Boulevard. SUB#241236 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Moore Road between Cage Boulevard and "I" Road (CSJ: 0921-02-437). **This item supports IF - Infrastructure.** (ENGINEERING)

B) Consideration and action, if any, on Resolution authorizing the submission of an application to the Federal Emergency Management Agency for the Staffing for Adequate Fire and Emergency Response grant program to fund six (6) firefighter positions. **This item supports SSC - Safe and Secure Community.** (FIRE)

7. ADMINISTRATIVE:

A) Presentation on the City of Pharr's Second Quarter Financial Performance (FINANCE)

8. PURCHASING:

A) Consideration and action, if any, on the purchase of Pneumatic Shoring Equipment for the Fire Department from Metro Fire Apparatus Specialists from Houston, Texas in the amount of \$238,607.00 (BuyBoard Cooperative Purchasing Program #746-24). **This item supports SSC - Safe and Secure Community.** (PURCHASING)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to negotiate and enter into a Service Contract with ViaPlus from Carrollton, Texas for the Pharr International Bridge Toll Collection System. **This item supports SE - Service Excellence.** (PURCHASING)

B) Consideration and action, if any, authorizing City Manager to negotiate the sale of real property located at 9901 S. Cage Blvd. **This item supports SSC - Safe and Secure Community.** (ENGINEERING)

C) Consideration and action, if any, on Amendment No. 3 in the amount of \$148,526.00 to the Professional Engineering Services Agreement with GDJ Engineering, LLC., for the Moore Road Project. **This item supports IF - Infrastructure.** (ENGINEERING)

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

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

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 13th day of June 2025 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 13th day of June 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: _____



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 3.A.

DATE SUBMITTED: June 13, 2025

MEETING DATE: June 16, 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 - 6/13/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: June 13, 2025

MEETING DATE: June 16, 2025

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of Police Chief Juan Gonzalez for his Academic Achievement.

Classification: Regular

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

Issue: Recognition of Juan Gonzalez for earning a Bachelor's Degree in Organization Leadership from South Texas College. This academic achievement reflects his dedication to personal and professional growth and serves as an inspiration to City staff and the community.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends acknowledging and congratulating Juan Gonzalez for his academic accomplishment in earning a Bachelor's Degree in Organizational Leadership.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Hilda Pedraza

Created/Initiated - 6/13/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.B.

DATE SUBMITTED: June 13, 2025

MEETING DATE: June 16, 2025

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

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

Classification: Regular

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

Issue: Recognition of Danny Ramirez, Jose Pena, Juan Gonzalez, Kimberly Mendoza, Luis Marin, Roland Gomez, Ruben Rosales, Sergio Alanis, and Sergio Vasquez for their successful completion of the Certified Public Manager Program at the University of Texas Rio Grande Valley.

Fiscal Consideration: N / A

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

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Hilda Pedraza

Created/Initiated - 6/13/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.C.

DATE SUBMITTED: June 13, 2025

MEETING DATE: June 16, 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 - 6/13/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: June 10, 2025

MEETING DATE: June 16, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for June 02, 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 June 02, 2025 - Regular Called Meeting.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends approval on minutes as presented.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia
City Management Office

Created/Initiated - 6/10/2025
Final Approval - 6/13/2025

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

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, June 2, 2025 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Michael Pacheco
Comm. Roberto Carrillo
Comm. Daniel Chavez

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

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

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

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

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

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 JUNE 2025 AS ALZHEIMER'S & BRAIN AWARENESS MONTH

Jonathan Flores, City Manager, introduced the item.

Laura Karam, Chairperson for the Walk in Alzheimer's in the Upper Valley, introduced everyone with her and expressed her heartfelt appreciation to Mayor Hernandez and the Commissioners for their dedication to the fight against Alzheimer's disease. She highlighted the city's ongoing support for awareness, research, and community initiatives such as The Walk to End Alzheimer's, which continued to make a meaningful impact. She stated millions were affected by the disease and encouraged the community to come together on October 4 for the Walk to End Alzheimer's, working toward a future where families no longer face this challenge alone.

At this time, Comm. Caballero read the proclamation proclaiming June 2025 as Alzheimer's & Brain Awareness Month and presented proclamation to Niko Tapangan, Maxine Vieyra and Laura Karam.

B) PROCLAMATION PROCLAIMING JUNE 2, 2025, AS NATIONAL GUN VIOLENCE AWARENESS DAY

Jonathan Flores, City Manager, introduced the item.

Rebecca Obregon, Moms Demand Action Local Group Lead introduced everyone with her and thanked Mayor Hernandez and Commissioners for supporting National Gun Violence Awareness Day and the Wear Orange movement to honor victims and raise awareness. She shared the group's advocacy for addressing gun violence as an ongoing crisis, emphasizing the collective responsibility of parents, community leaders, law enforcement, and responsible gun owners in protecting families. She encouraged the

public to wear orange on June 6, 2025, and take part in the event in McAllen Common Space from 6:00 p.m. to 9:00 p.m. to honor victims and drive meaningful action.

At this time, Comm. Caballero read the proclamation proclaiming June 2, 2025, as National Gun Violence Awareness Day and presented the proclamation to Rebecca Obregon.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

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

B) 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 highlighting the New IT Building Ribbon Cutting Ceremony, the Mayor's Prayer and Public Works and Keep Pharr Beautiful Committee Beautify Pharr events.

Yuri Gonzalez, Chief Communications Officer, reported on the Mounted Patrol's first meet up as part of a new summer series. She stated the event would feature free snow cones for the first 100 attendees and it would take place on Friday, June 6, 2025, from 4:00 p.m. to 6:00 p.m. at Snow-Wiz, providing an opportunity to connect with the community.

Yuri Gonzalez, Chief Communications Officer, reported the Aquatic Center would be offering free entries to the first 100 visitors on its official opening day on June 9, 2025. She stated the grand opening event, Splash-A-Palooza, would take place from 12:00 p.m. to 5:00 p.m. and there would be music, food, raffles, and a variety of games for attendees to enjoy.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported Cody's Birthday Bash, a new celebration introduced by Code Compliance, would take place on June 13,

2025, outside City Hall from 5:30 p.m. to 8:00 p.m., featuring food, music, raffles, and family-friendly fun – all free for the community to enjoy.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR MAY 19, 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-2019-37 PRESCRIBING NEW RATES FOR SEWER SERVICES. *(3RD AND FINAL READING)* THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (FINANCE)**
- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2020-07 PRESCRIBING NEW RATES FOR WATER SERVICES *(3RD AND FINAL READING)*. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (FINANCE)**
- D) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING (MOU) WITH SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT FOR THE USE OF THE CITY OF PHARR SPORTS COMPLEX PARKING LOT. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PARKS)**
- E) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NO. 1 TO THE CARBYNE SUBSCRIPTION AGREEMENT FOR ADDITIONAL SERVICES TO INCLUDE THE EVENT ASSIST PRODUCT THROUGH NPPGOV COOPERATIVE PURCHASING PROGRAM AND CONTRACT NO. PS20300. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (PURCHASING)**
- F) CONSIDERATION AND ACTION, IF ANY, ON LINTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF PHARR AND HIDALGO COUNTY FOR RURAL EMERGENCY SERVICES. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (PURCHASING)**
- G) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. HALFF ASSOCIATES, INC., REPRESENTING ZUKO FAMILY LIMITED PARTNERSHIP, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 56.59 ACRES, MORE OR LESS, OUT OF LOTS 371 AND 372, MAP OF THE SUBDIVISION OF PORCIONES 66, 67, 69 AND 70, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 400 EAST HI-LINE ROAD. COZ#250407 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

2. HALFF ASSOCIATES, INC., REPRESENTING ECS-MCALLEN PROPCO, LLC. REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 3.45 ACRES, MORE OR LESS, OUT OF LOTS 361, AND 376, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1529 WEST ANAYA ROAD. COZ#250408 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
3. MICHAEL L. ROSALES, REQUESTED A SPECIAL USE PERMIT TO ALLOW A TOWING COMPANY IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 3.38 ACRES OF LOT 1, DURA SUBDIVISION NO. 2, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1403 NORTH SUGAR ROAD. SUP#250501 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
4. ANTONIO MURAIRA, OWNER, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE OUTSIDE STORAGE OF MATERIALS AND/OR EQUIPMENT FOR AN EXISTING TOWING COMPANY IN A HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 4, ALBRAD BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1106 WEST ALBRAD AVENUE. CUP#250404 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
5. RAUL FONG, D/B/A D'S PARADISE LOUNGE, 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 14, BLOCK 1, J. T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 107 EAST PARK AVENUE. CUP#040213 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
6. FUERA DE LUGAR, LLC, D/B/A FUERA DE LUGAR RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS 0.071 OF AN ACRE TRACT OF LAND, MORE OR LESS, OUT OF PLAZA SPORTS CENTER PHASE 1, LOT 1 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1101 EAST NOLANA LOOP. CUP#150101 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
7. TAQUERIA BORREGO PINTO, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 212, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6615 SOUTH JACKSON ROAD. CUP#180208 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
8. CARLOS R. ELIZONDO, D/B/A SEPI'S, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 22, BLOCK 30, PHARR ORIGINAL TOWNSITE, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 212 WEST STATE STREET. CUP#190641 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
9. IMPERIUM EVENT CENTER, LLC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, VACATING PLAT OF LA QUINTA SUBDIVISION LOTS 52-55, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS

5952 SOUTH CAGE BOULEVARD. CUP#240611 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

Jonathan Flores, City Manager, introduced the consent agenda and recommended removal of Item 6-G.4.

Comm. Medina **moved** to remove Item 6-G.4 from consent agenda. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

Jonathan Flores, City Manager, recommended denial of Item 6-G.4.

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

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

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

Ordinance No.'s O-2025-17, O-2025-18, O-2025-19 and O-2025-20 are filed with the City Clerk's Office.

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

ITEM 10. CLOSED SESSION

The time being 4:38 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 5:32 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON AMENDING ORDINANCE NO. O-2021-09 STANDARDS MANUAL CONSTRUCTION AND DEVELOPMENT GUIDE. (1ST READING) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)**

Jonathan Flores, City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING TWO (2) MEMBERS TO THE PHARR MEMORIAL LIBRARY BOARD. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (LIBRARY)

Jonathan Flores, City Manager, introduced the item and recommended the reappointment of Anita Vela and Delia Soza as members to the Library Board.

Comm. Flores **moved** to reappoint Anita Vela and Delia Soza as members of the Library Board. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously

Resolution No. R-2025-24 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE PARKS AND RECREATION ADVISORY BOARD. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (PARKS)

Jonathan Flores, City Manager, introduced the item. He recommended the reappointment of Hector Trevino, Mario Lizcano, Rudy Beltran and the appointment of Rolando Galvan as members to the Parks and Recreation Advisory Board.

Comm. Medina **moved** to reappoint Hector Trevino, Mario Lizcano, Rudy Beltran and the appointment of Rolando Galvan as members to the Parks and Recreation Advisory Board. Comm. Flores seconded the motion and when put to a vote, it carried unanimously

Resolution No. R-2025-25 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE KEEP PHARR BEAUTIFUL BOARD. THIS TIME SUPPORTS SG- SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (PARKS)

Jonathan Flores, City Manager, introduced the item. He recommended the reappointment of Rolando Perez, Laura De La Garza and Jessica Trevino as members to the Keep Pharr Beautiful Committee.

Comm. Medina **moved** to reappoint Rolando Perez, Laura De La Garza and Jessica Trevino as members of the Keep Pharr Beautiful Committee. Comm. Flores seconded the motion and when put to a vote, it carried unanimously

Resolution No. R-2025-26 is filed with the City Clerk's Office.

ITEM 8. CONTRACTS/AGREEMENTS

- A) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH HALFF ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR UPDATES TO THE PHARR MASTER DRAINAGE PLAN. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 9. LEGAL

- A) **DISCUSSION ON STEVEDORE OPERATIONS AT THE PHARR INTERNATIONAL BRIDGE. (ADMINISTRATION)**

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

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:34 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 2nd DAY OF JUNE 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 #: 5.B.

DATE SUBMITTED: June 3, 2025

MEETING DATE: June 16, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2021-09 Standards Manual Construction and Development Guide. **(2nd Reading)** This item supports EV - Economic Vitality.

Classification: Regular

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

Issue: In order to streamline the development process, City staff is proposing that the Right-of-Way (ROW) widths for single family residential and townhouse districts remain at a total of 50 ft. of ROW with a proposed paving width of 34 ft. back to back, as opposed to the current pavement width requirement of 40 ft. back to back.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

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

ORDINANCE NO. O-2025-

**AN ORDINANCE AMENDING O-2021-09 OF THE CITY OF PHARR, TEXAS
CHAPTER 118, SUBDIVISIONS AMENDING ARTICLE VI. – STANDARDS MANUAL:
CONSTRUCTION AND DEVELOPMENT GUIDE SEC. III – STREETS, SECTION III –
RIGHT-OF WAYS AND PAVING WIDTHS, IS AMENDED AT TABLE III – 1 DESIGN
STREET REQUIREMENTS. PROVIDING AN EFFECTIVE DATE, PROVIDING FOR
PUBLICATION, PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER
PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF. NOW THEREFORE
BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**

**SECTION 1. CHAPTER 118, ARTICLE VI. – STANDARDS MANUAL: CONSTRUCTION AND
DEVELOPMENT GUIDE SEC. II – DRAINAGE IS HEREBY AMENDED BY ADDING II – 14 AS
FOLLOWS:**

II – 14 Supplemental Requirements

A. Property Owners or Homeowner's Associations

1. When a Subdivision contains either common private property or other private improvements which are not intended to be dedicated to the City of Pharr for public use, such as private streets, detention ponds, a private recreation facility or open space, or other private amenities, a Homeowner's Association shall be established for the purpose of maintaining the areas. The Homeowner's Association shall be created consistent with State and other appropriate laws. Copies of the Homeowner's Association Agreement must be submitted with the Preliminary Plat Application and reviewed by the City Attorney.
2. In the case of an individual one-lot subdivision, the Property Owner shall dedicate, by plat, a swale/detention pond in the form of a private easement. Single lot subdivisions do not require submission of a Homeowner's Agreement or Conditions, Covenants and Restrictions ("CCRs").
3. For Homeowner's Associations, the Conditions, Covenants and Restrictions (CCRs) and the Homeowner's Association documents, such as the Articles of Incorporation and Homeowners Association by-laws, shall be submitted to the City for review along with the Preliminary Plat Application, and shall be recorded, with the Final Subdivision Plat, in the deed records of Hidalgo County in order to ensure that there is an entity in place for long-term maintenance of these improvements.
4. The City, its agents, and employees, shall have the right of immediate access to the common elements, private property and private improvements, at all times, if necessary, for the preservation of public health, safety and welfare. Should the Property Owners or Homeowner's Association fail to maintain the common elements to City specifications for an unreasonable time, not to exceed 30 days after written request to do so, the City may elect to take any action necessary or required and levy any assessment on the Property Owners or Homeowner's Association to cover the cost of maintenance or repairs.

5. The Property Owners or Homeowner's Association must register a contact person with the Development Services Department. The City shall be notified of any change in said contact person. Such contact person must be authorized to receive and distribute information to the Property Owner or Board of Directors of the Homeowner's Association.
6. If there is any change or dissolution of Homeowner's Association, notice shall be given to the City within ten (10) days of the date of any change or dissolution. The City shall also be provided with all updated CCRs and Homeowner's Association documentation within the ten (10) days.

B. Drainage Design

1. The difference between the 50-year storm post development runoff and the 10-Year Pre-Development runoff shall be detained on-site. Engineered detention calculations shall be submitted to the City Engineer.
2. On-site detention methods shall include ponds or engineered sub-surface systems. Alternative methods of detention shall be reviewed and approved by the City Engineer.
3. Where the outfall facilities are located more than 300 feet outside the development boundaries, an alternative method of drainage and conveyance may be submitted to the City Engineer for approval. Any on-site retention areas must contain the 50-year storm runoff volume for the development and dissipate it into the subsurface within a 48-hour period. A geotechnical report, in accordance with the requirements of the detention/retention ponds established in the subsequent sections, must be submitted.

C. Detention Design

1. Design Considerations
 - a. On-site detention facilities shall be situated in privately dedicated areas. Existing drainage facilities (i.e. City of Pharr Drainage Ditches, Regional Stormwater Detention Facilities, etc.) shall not take place of dedicated facilities unless previously included in the City of Pharr's Master Drainage Plan. Detention areas may be incorporated into landscape and greenbelt areas, if vegetation does not adversely affect required design volumes or impede hydraulic efficiency. Areas designated as dual use areas (detention/landscape, detention/green space, etc.) shall display appropriate signage indicating so.
 - b. Storm water runoff shall be conveyed to detention areas via storm sewer networks, flumes and curb cuts within dedicated right-of-way or flowage easements.
 - c. Side slopes shall not exceed 3:1 (H:V). In areas with a potential for vehicular or pedestrian activity, detention pond depths exceeding 2.5 feet shall require a safety buffer in the form of benching or fencing around the perimeter of the pond. The bottom of the basin shall be graded to drain towards the outlet structure. A pilot channel shall be placed along the flow line from inlet to outlet to ensure positive flow. Trash racks

shall be incorporated into outlet structure design. A minimum of 10 feet shall be maintained around the perimeter of the pond to allow for routine maintenance and/or repair.

- d. Detention area design shall consider proximity and elevation of adjacent building structures. Bank areas shall be graded to drain away from such structures. A minimum of 1-foot of freeboard above design pool elevation shall be required. The design of detention areas shall incorporate diversion of overflows into street rights-of-way or drainage/flowage easements in the event of an extreme event or outlet structure failure.
- e. Detention pond areas shall be vegetated to prevent erosion and deposition of silts. Common Bermuda, Winter Rye or a combination of the grasses may be used. Vegetated areas shall include provisions for irrigation systems.

D. Detention Pond Details

- 1. Refer to Details DR-10 thru DR-16A

E. Detention Pond Operation and Maintenance

- 1. Detention ponds shall be maintained by the owner(s) of record for commercial, institutional, and multi-family developments. For single-family residential developments Property Owners and/or Homeowner's Association shall maintain the detention pond(s).
 - a. The Property Owners or the Homeowner's Association or their designated representative shall be responsible for routinely inspecting ponds to ensure that all components of the pond are maintained and are in good working condition.
 - b. Failure to adequately maintain the detention pond(s) in reasonable order and condition, constitutes a violation of this section. The City is hereby authorized to give notice, by personal service or by United States mail, to the Homeowners Association, Property Owners or occupant, as the case may be, of any violation, directing the Homeowners Association or Property Owners to remedy the same within ten (10) days. The Property Owners or the Homeowners Association will also be subject to a fine of \$2,000.00 per day if not remedied by the tenth (10th) day. Each day of violation shall constitute a separate offense.

F. Parkland Dedication

- a. Land dedicated to the city under this section may be utilized for park and recreation uses, contingent on approval of design requirements.
- b. Whenever a plat is filed for approval with the city for the development of residential and/or multifamily, such plat shall meet the requirements in accordance with Chapter 90, Parks and Recreation, City of Pharr's Code of Ordinances.

SECTION 2, CHAPTER 118, ARTICLE VI. – STANDARDS MANUAL: CONSTRUCTION AND DEVELOPMENT GUIDE SEC. III – STREETS, SECTION III – RIGHT-OF WAYS AND PAVING WIDTHS, IS AMENDED AT TABLE III – 1 DESIGN STREET REQUIREMENTS AS FOLLOWS:

TABLE III DESIGN STREET REQUIREMENTS				
R.O.W WIDTH	STREET WIDTH (B-B)	INTERSECTION CURB RADII (MINIMUM)	CITY WIDTH (DISCRETION)	PAVING SECT ESCROW
Local 50' (w/5' U.E) Single Family Residential & Townhomes Districts	34'	15'	10'	8"/2"
Local 50' (w/5' U.E)	40'	20'	7' C & G 1 side	8"/2"
Collector 60' (w/10' U.E.)	50' 4-lanes	20'	13' C & G 1 side	8"/2"
Commercial 60'	42 2-lanes, 1CLTL	20'	9' C & G 1 side	10"/3"
Industrial 60'	44 2-lanes, 1 CLTL	35'	10' C & G 1 side	12"/4"
Minor Arterial 70' (w/10'U.E.)	60' 4 lanes, 2 BL	25'	18' C & G 1 side	10"/2"
Major Arterial 80' (w/10' U.E.)	66' 4 lanes, 1 CLTL	25'	24' C & G 1 side	10"/2"
100' (w/10' U.E.)	82' 4 lanes, 1 CLTL, 2 BL	25'	30' C & G 1 side	10"/3"
120' (w/10' U.E.)	100' 6 lanes, 1 Divided median, 2 BL	25'	39' C & G 1 side	10"/3"

Notes:

1. Travel Lanes: 10 feet wide; parking lanes: 7 feet wide.
2. Curb and gutter: 2 feet wide each side of a total of 4 feet.
3. Continuous left-turn lane (CLTL) & Occasional left (OL) turns lanes: 14-16 feet wide
Divided Median-16 feet wide
Bicycle lane (BL) 5-8 feet wide
4. Drainage must be provided for the perimeter street of the subdivision.
5. Escrow amounts shall be submitted to the City of Pharr and sealed by a professional engineer for approval by the City Engineer.

6. Pavement section to be designed by a professional engineer.
7. City width-For widening of existing streets.

SECTION 3: PENALTY CLAUSE

In the event the Property Owners or Homeowner's Association fails to comply with the maintenance requirements, the City may perform the work necessary to abate the violation of maintaining the detention areas at the Property Owner's or Homeowner's Association expense. If such becomes a necessary emergency to preserve public health, safety and welfare or to ease maintenance burden of the detention pond(s) for the emergency, then the Property Owner or Homeowner's Association shall be fined up to \$2000.00 per day.

SECTION 4: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 5: REPEALING CLAUSE

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6: CUMULATIVE

This ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

SECTION 7: PUBLICATION; EFFECTIVE DATE

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 8: 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** BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR,
TEXAS, on this the 2nd day of June, 2025

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA PEREZ

PASSED and **APPROVED** BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR,
TEXAS, on this the 16th day of June, 2025

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA PEREZ

PASSED and **APPROVED** BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR,
TEXAS, on this the 7th day of July, 2025

CITY OF PHARR

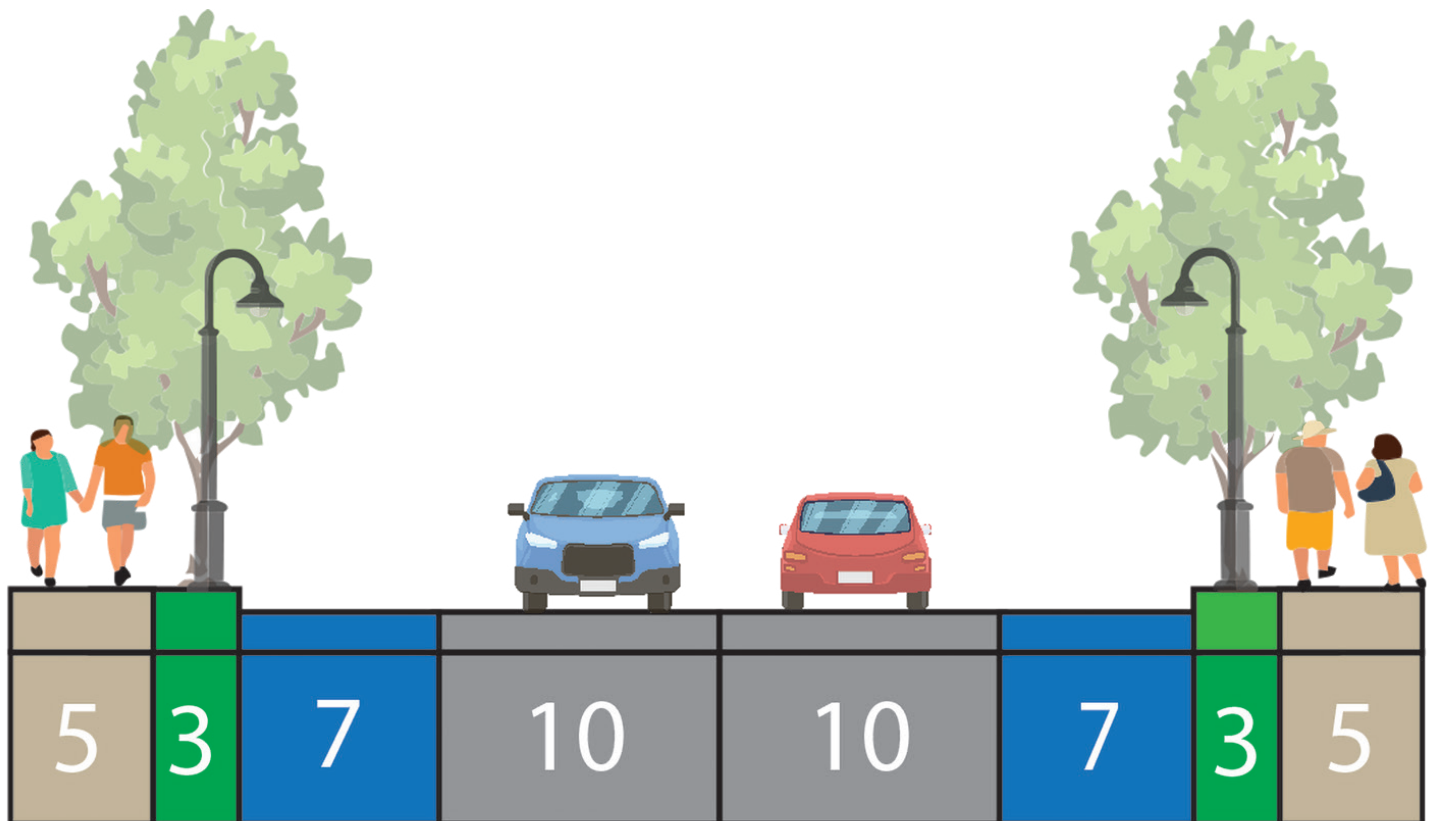
AMBROSIO HERNANDEZ

MAYOR

ATTEST:

IMELDA PEREZ

Exhibit
City of Pharr
Local Single Family Residential &
Townhomes Districts
Street Cross Section



50 ft Right-of-Way Width | 34 ft Pavement Width





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.

DATE SUBMITTED: June 9, 2025

MEETING DATE: June 16, 2025

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Maritza Magallan

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise to Request for Proposals (RFP's) for Construction Manager at Risk for Pharr Events Center Project. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: The city is in need of advertisement to request for proposals for construction manager at risk services for the Pharr Events Center Improvements Project.
Project No. 2425-01-528-S29-519

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to advertise

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Maritza Magallan

Maria Rangel

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 6/9/2025

Approved - 6/9/2025

Approved - 6/12/2025

Approved - 6/13/2025

New -



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.

DATE SUBMITTED: June 13, 2025

MEETING DATE: June 16, 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:

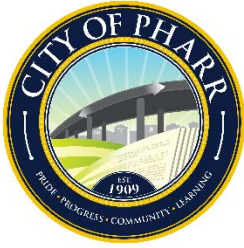
Exclude Material from Public Packet? No

Reason:

ROUTING:

Alessandra Garcia

Created/Initiated - 6/13/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.1.

DATE SUBMITTED: June 11, 2025

MEETING DATE: June 16, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden & Hunt, Inc., representing Homero Rivas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH). The property is legally described as being 17.196 acres, more or less, out of Lot 106, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located at 4300 North Sugar Road. COZ#250511 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Melden & Hunt, Inc., representing Homero Rivas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) in order to develop and construct townhomes.

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of June 9, 2025, one surrounding property owner appeared in opposition of the request and cited concerns with regards to privacy, an increase in traffic and the alley separation. The applicant's represent was present and stated that the proposed development would comply with land use and development requirements.

Following discussion, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) at the meeting of June 9, 2025. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Ricardo Rodriguez

City Management Office

Created/Initiated - 6/11/2025

Approved - 6/12/2025

Final Approval - 6/13/2025



MEMORANDUM

DATE: MONDAY, JUNE 16, 2025
TO: MAYOR AND CITY COMMISSION
FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH). The property is legally described as being 17.196 acres, more or less, out of Lot 106, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located at 4300 North Sugar Road. COZ#250511
--

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

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

DESCRIPTION OF PROPERTY:

Melden & Hunt, Inc., representing Homero Rivas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) in order to develop and construct townhomes.

The subject site is situated on the east side of North Sugar Road, just south of West Nolana Loop, with the physical address of 4300 North Sugar Road. The property is legally described as being 17.196 acres, more or less, out of Lot 106, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Sugar Road, a 70 ft. minor collector street which runs north and south with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property was zoned Agricultural and/or Open Space District upon annexation on September 4, 1990. The property to the north was zoned General Business District (C) upon annexation on September 4, 1990. The property to the east was rezoned from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density District (R-MFHD) on April 26, 2021. The property to the south was zoned Single-Family Residential District upon annexation on September 4, 1990. A portion of the property to the west was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on September 20, 1994. The remaining portion of the west was rezoned from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) on May 21, 1991. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for commercial use in the Land Use Plan.

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

Thirty (30) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on May 23, 2025, and a legal notice was published in the Advance News Journal on May 21, 2025. Staff received one call in opposition and one response to the letters or the legal notice for information only.

Development Services recommended approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH), as the property meets all required lot area specifications, complies with surrounding nearby residential uses, and provides sufficient ingress and egress for accessibility.

At the Planning and Zoning Commission meeting of June 9, 2025, one surrounding property owner appeared in opposition of the request and cited concerns with regards to privacy, an increase in traffic and the alley separation. The applicant's represent was present and stated that the proposed development would comply with land use and development requirements.

Following discussion, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH) at the meeting of June 9, 2025. There were seven members present and voting.

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Melden & Hunt, Inc., representing Homero Rivas, owner
APPLICANT

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

4300 North Sugar Road
ADDRESS

Townhouse Residential District (R-TH)
PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

Development Services recommends approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Townhouse Residential District (R-TH), as the property meets all required lot area specifications, complies with surrounding nearby residential uses, and provides sufficient ingress and egress for accessibility.

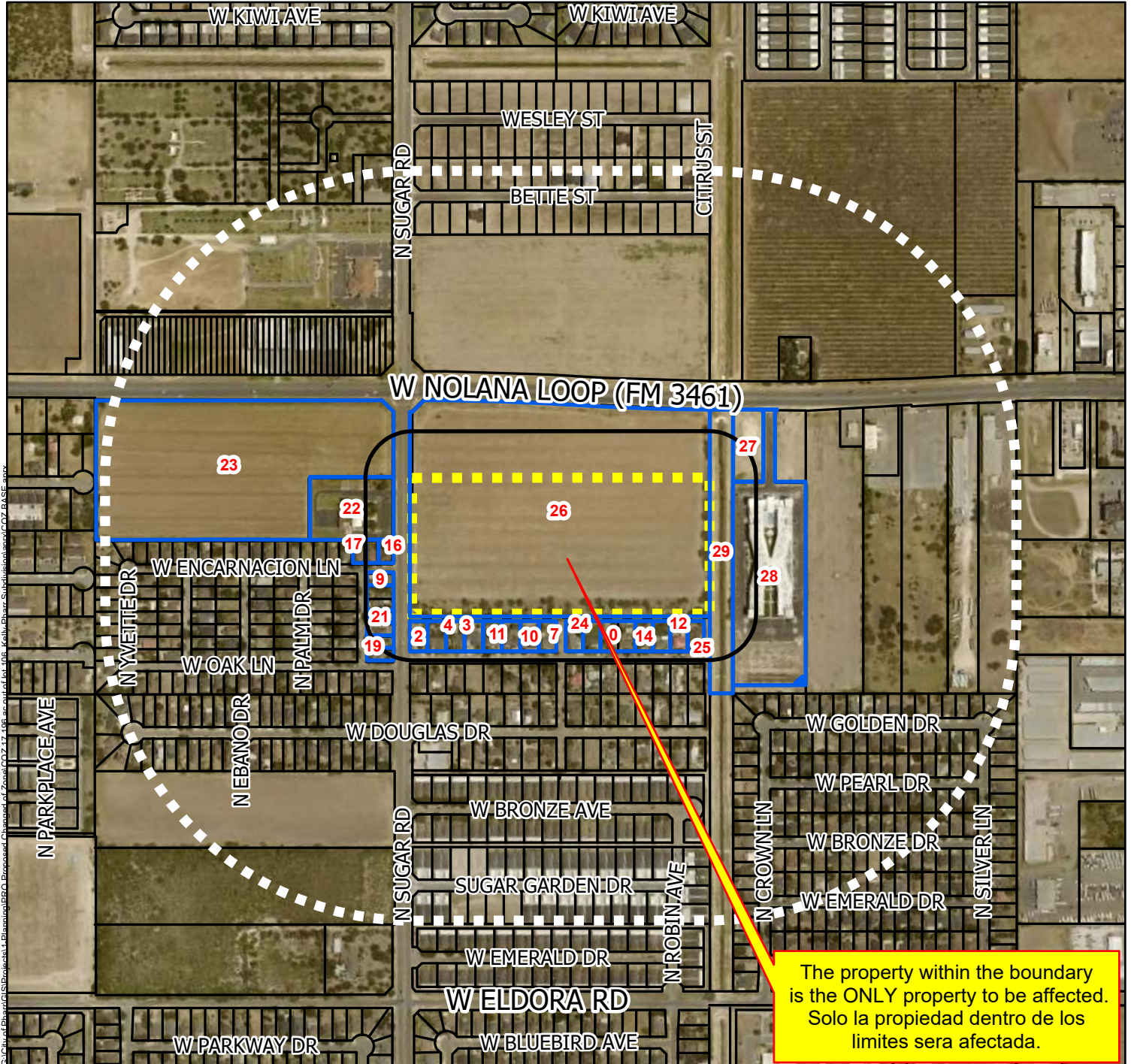
Laura Fonseca, Planner II
PREPARED BY

May 28, 2025
DATE

Proposed Change of Zone
17.196 Ac out of lot 106,
Kelly Pharr Subdivision



AERIAL



Quarter Mile Radius

200ft_Buffer

Notify

Location

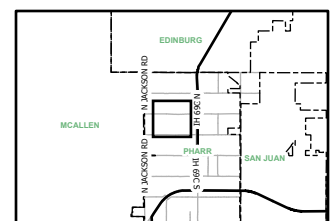
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 5/19/2025

Scale: 1:7,449

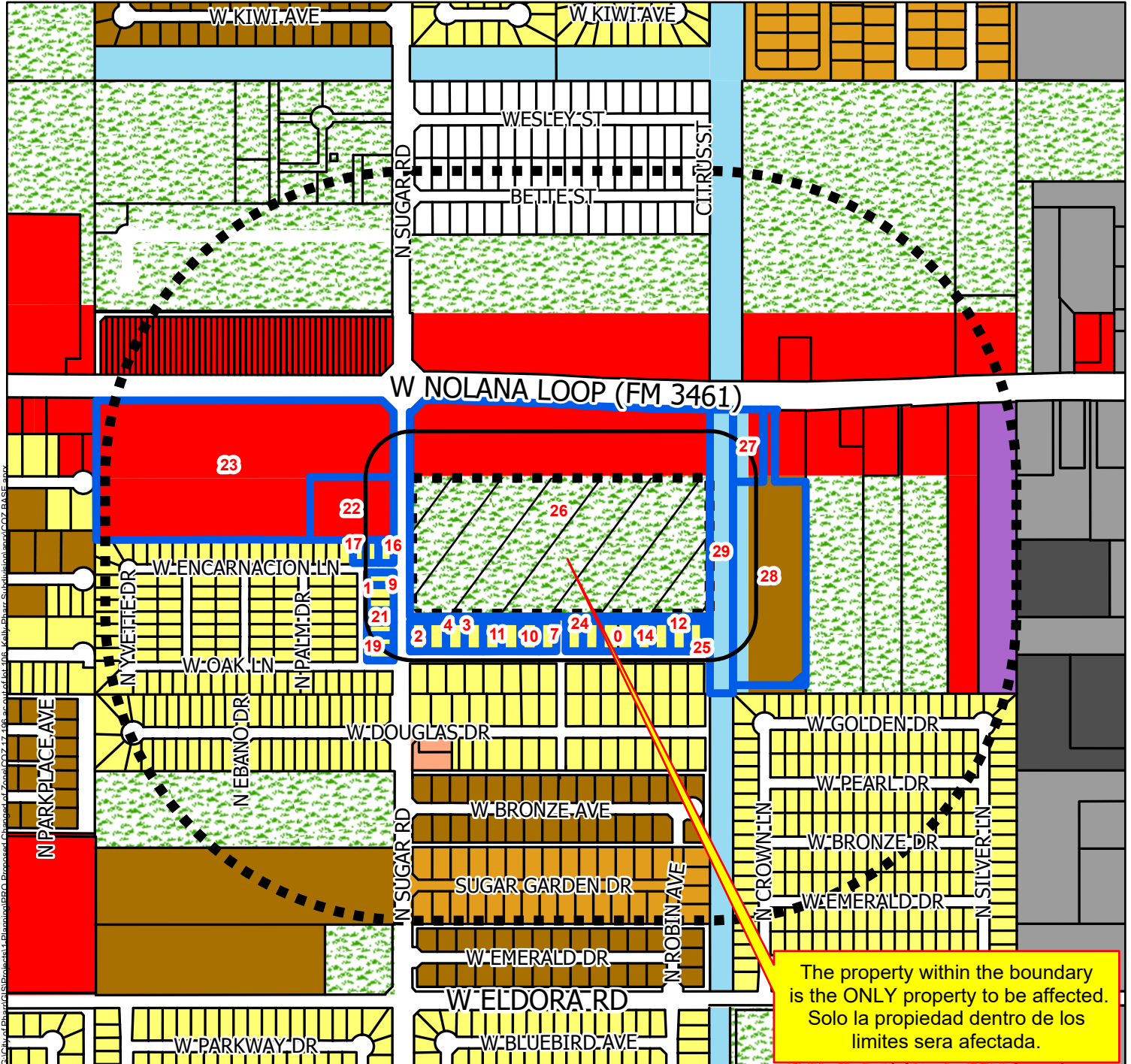
0 310 620 1,240 1,860 2,480 Feet



Proposed Change of Zone
17.196 Ac out of lot 106,
Kelly Pharr Subdivision

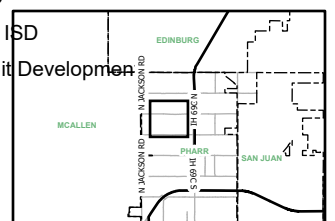


ZONING



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

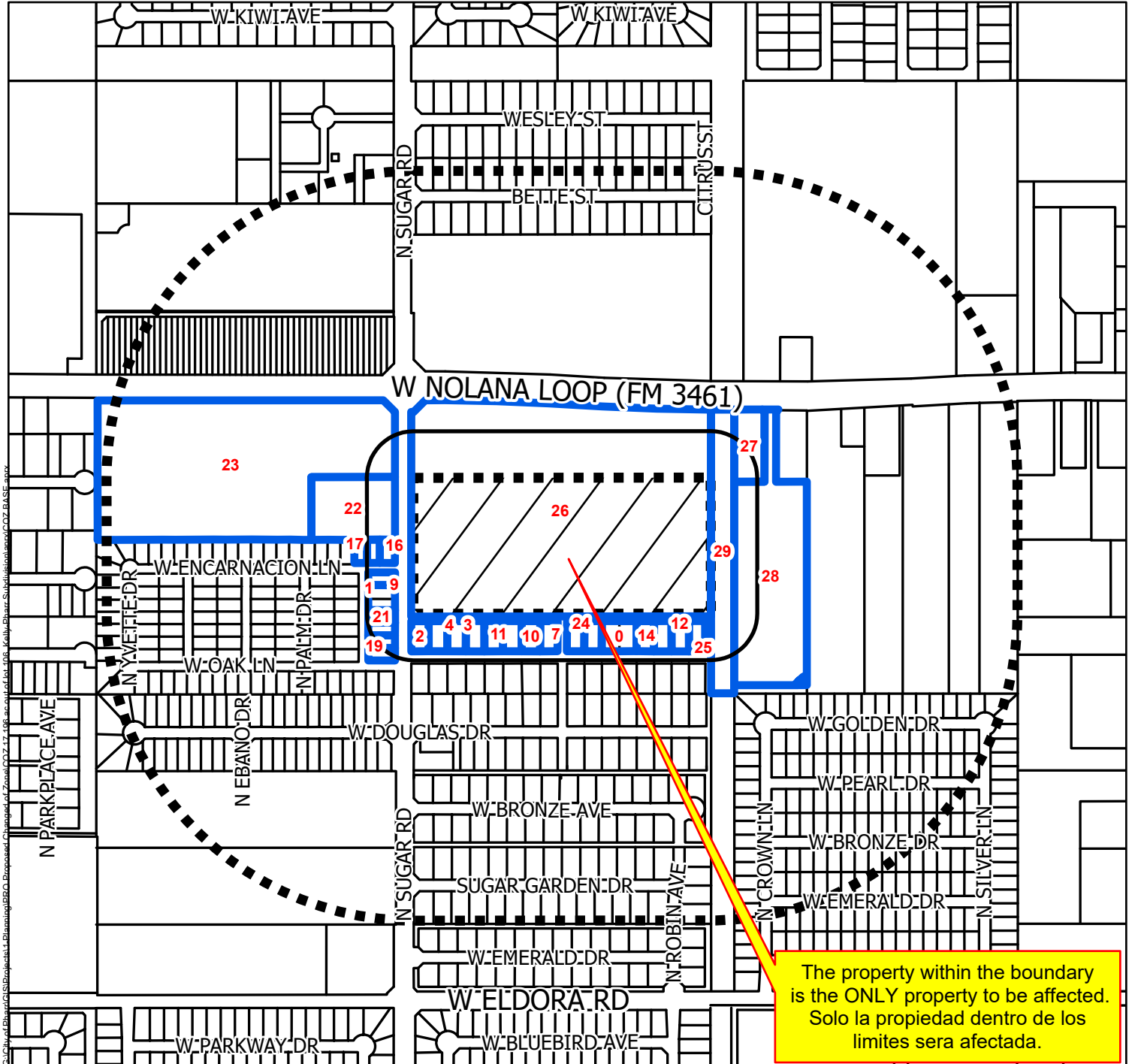
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Proposed Change of Zone
17.196 Ac out of lot 106,
Kelly Pharr Subdivision



RADIUS



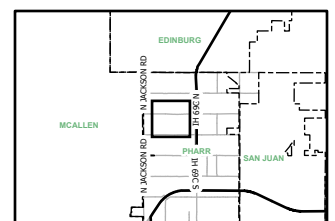
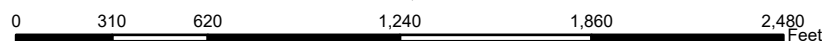
- Quarter Mile Radius
- 200ft_Buffer
- Notify
- Location

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

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 5/19/2025

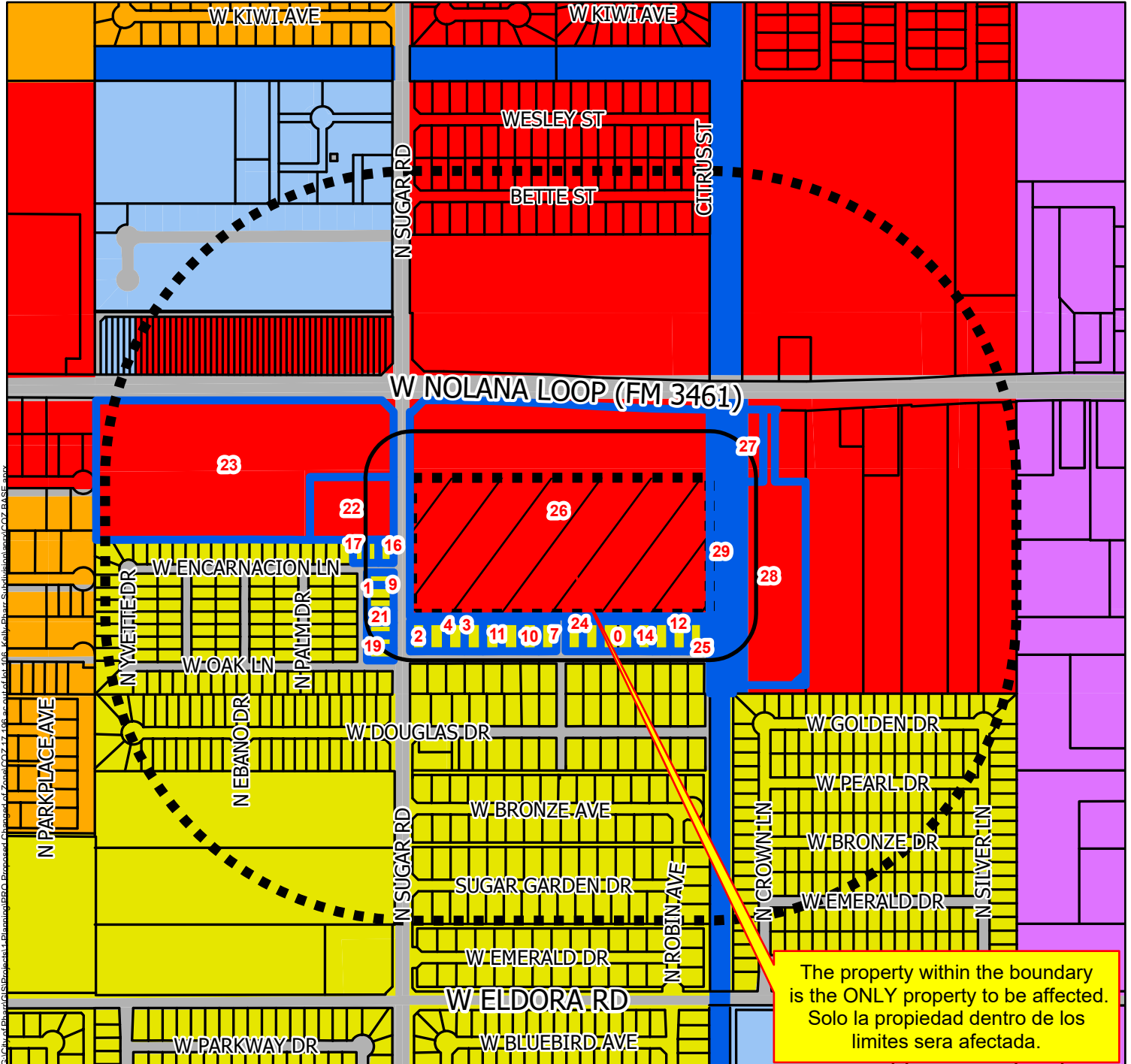
Scale: 1:7,449



Proposed Change of Zone
17.196 Ac out of lot 106,
Kelly Pharr Subdivision



FUTURE LAND USE



- Quarter Mile Radius
- 200ft_Buffer
- Notify
- Location

Future Land Use

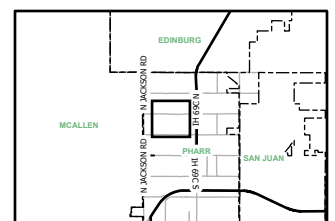
FUTURELAND

- Irrigation
- Agriculture

- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial

- Commercial
- Public/Semi Public
- ROW
- Parks

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





Pharr
Development Services



Site Photo

4300 NORTH SUGAR ROAD





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.2.

DATE SUBMITTED: June 11, 2025

MEETING DATE: June 16, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Crisandra Alaniz, representing Centro De Alabanza Oasis, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a Limited Industrial District (L-I). The property is legally described as being all of Principle Subdivision, an Addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 5224 North Cage Boulevard, Suites 4-5. CUP#250505 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Crisandra Alaniz, representing Centro De Alabanza Oasis, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a Limited Industrial District (L-I).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a Limited Industrial District (L-I). If approved, the applicant shall comply with the listed conditions.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of June 9, 2025, the Board voted unanimously to recommend approval of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a Limited Industrial District (L-I) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 6/11/2025
Approved - 6/12/2025
Final Approval - 6/13/2025



MEMORANDUM

DATE: MONDAY, JUNE 16, 2025

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH FILE NO. CUP#250505 (CENTRO DE ALABANZA OASIS)

GENERAL INFORMATION:

APPLICANT: Crisandra Alaniz, representing Centro De Alabanza Oasis, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow a church in a Limited Industrial District (L-I).

LEGAL DESCRIPTION: The property is legally described as being all of Principle Subdivision, an Addition to the City of Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 5224 North Cage Boulevard, Suites 4-5.

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

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

Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC:

Five (5) surrounding property owners were notified of the request by letter on May 23, 2025, and a legal notice was published in the Advance News Journal on May 21, 2025. Staff received no response to the letter or legal notice.

DEVELOPMENT SERVICES RECOMMENDATION:

Development Services is recommending **approval** of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a Limited Industrial District (L-I). If approved, this item must comply with the following conditions:

PLANNING & ZONING COMMISSION:

At the Planning and Zoning Commission meeting of June 9, 2025, the Board voted unanimously to recommend approval of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a Limited Industrial District (L-I) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements. There were seven members present and voting.

1. This permit shall be for the Life-of-the Use and issued to the applicant only;
2. Parking requirements as per Ordinance is one parking space for every four seats in the main sanctuary. Based on the proposed seating of 80 seats, a total of 20 parking spaces is required. The parking spaces provided is 27.
3. No living amenities shall be installed in unit;
4. Applicant shall comply with all City of Pharr Ordinances and codes, any violation will terminate this Conditional Use Permit;
5. Applicant must acquire a building permit before start of construction;
6. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
7. The following shall be considered as grounds for the revocation of the Conditional Use Permit:
 - Any change in use or change in extent of use, area or location.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.

- Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

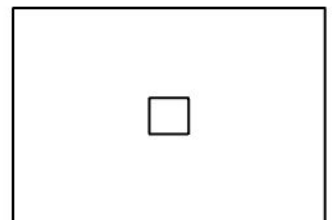
NOTE: This item will go before the City Commission Meeting of **June 16, 2025** at **4:00 p.m.**

AERIAL



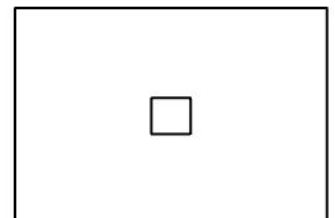
- Pharr City Limit
- 300 ft. Notification Buffer
- Notified Properties
- Location

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

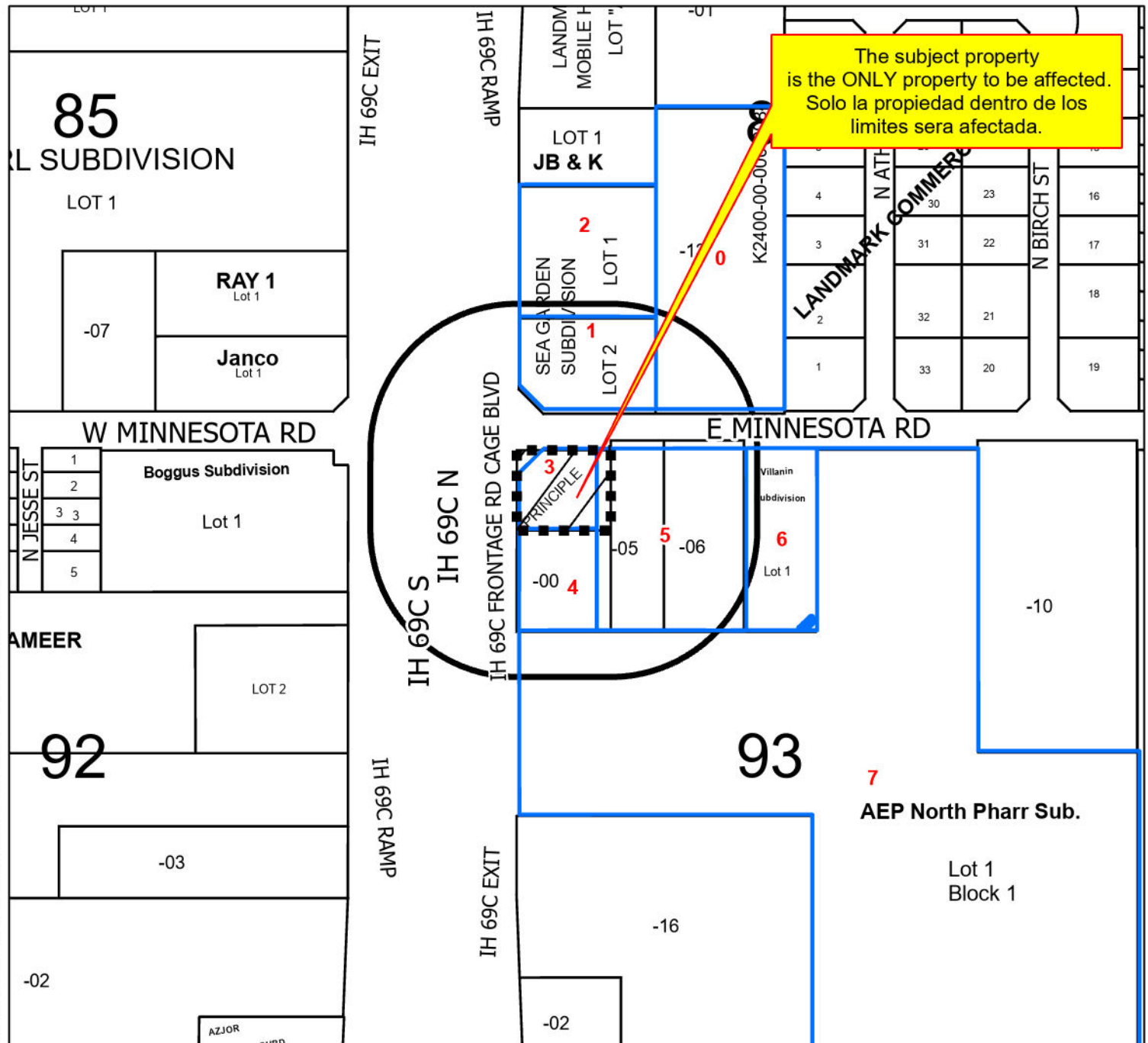


Scale: 1:3,600

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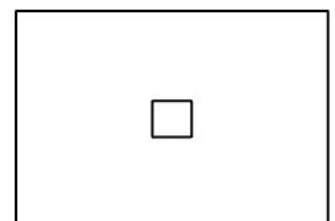


RADIUS



- Pharr City Limit
- 300 ft. Notification Buffer
- Notified Properties
- Location

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

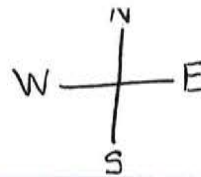


MINNESOTA RD. 4, 834 VPD

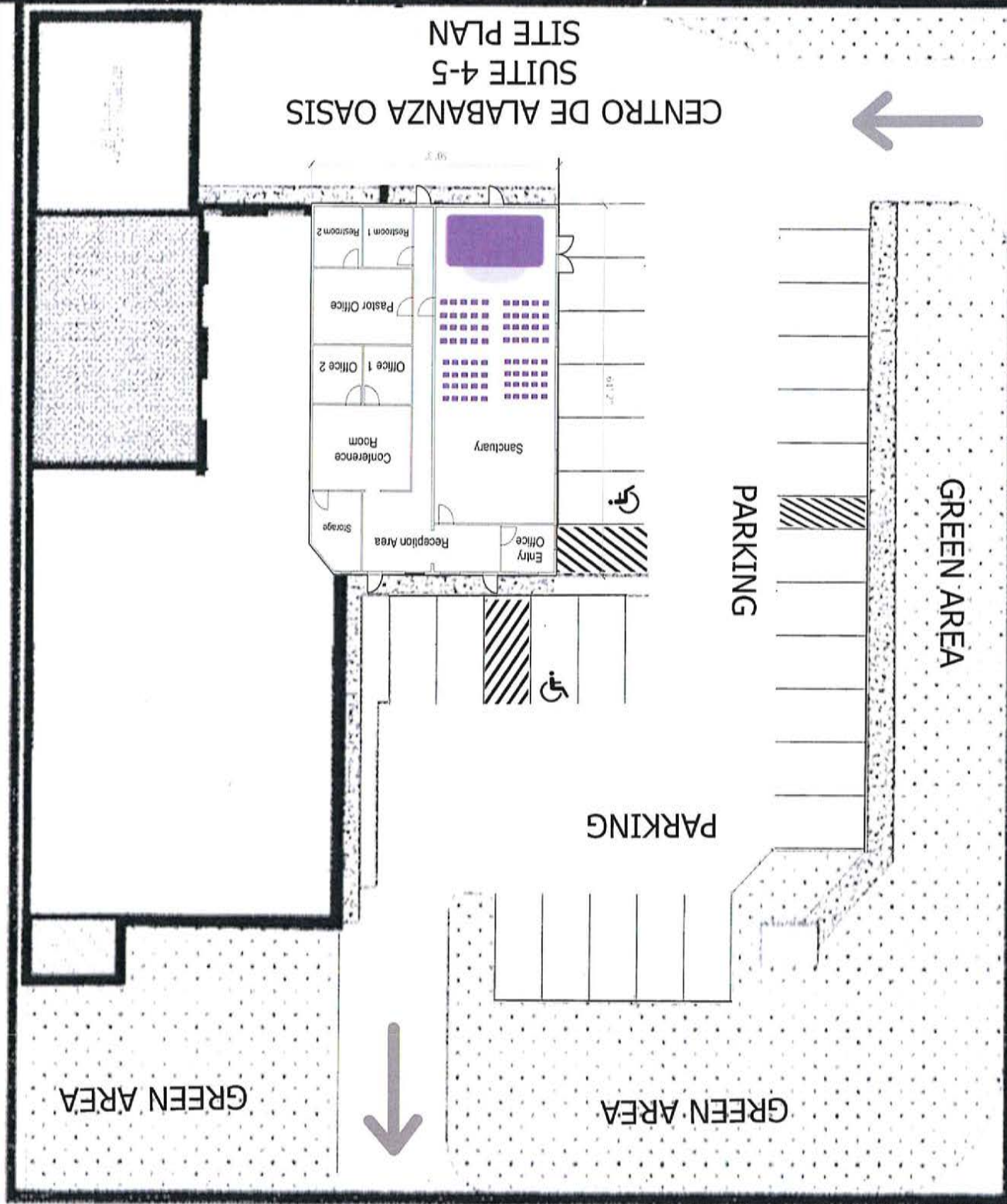


5224 N. CAGE

25,738 VPD



CENTRO DE ALABANZA OASIS
SUITE 4-5
SITE PLAN





Pharr
Development Services



Site Photo

5224 North Cage Boulevard, Suites 4-5





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.3.

DATE SUBMITTED: June 5, 2025

MEETING DATE: June 16, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Quinta Real Events, 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 Lots 1 and 2, Save and Except the South 32 ft. out of Lot 2, Sing's Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2620 South Gardenia Street. CUP#201042 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Quinta Real Events, 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 4th renewal for Quinta Real Events, LLC.

Fiscal Consideration: N/A

Staff Recommendation: Development Services 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 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 - 6/5/2025
Approved - 6/6/2025
Final Approval - 6/6/2025



MEMORANDUM

DATE: MONDAY, JUNE 16, 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#201042 (QUINTA REAL EVENTS, LLC)
--

GENERAL INFORMATION:

APPLICANT: Quinta Real Events, 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 Lots 1 and 2, Save and Except the South 32 ft. out of Lot 2, Sing's Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2620 South Gardenia Street.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Single-Family Residential District (R-1) to the north, south and west and Single-Family Residential District (R-1) and General Business District (C) to the east. This area is generally designated for single-family residential use in the Land Use Plan.

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

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services 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 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

June 16, 2025

Conditional Use Permit **Renewal** for ABC –

Quinta Real Events, LLC

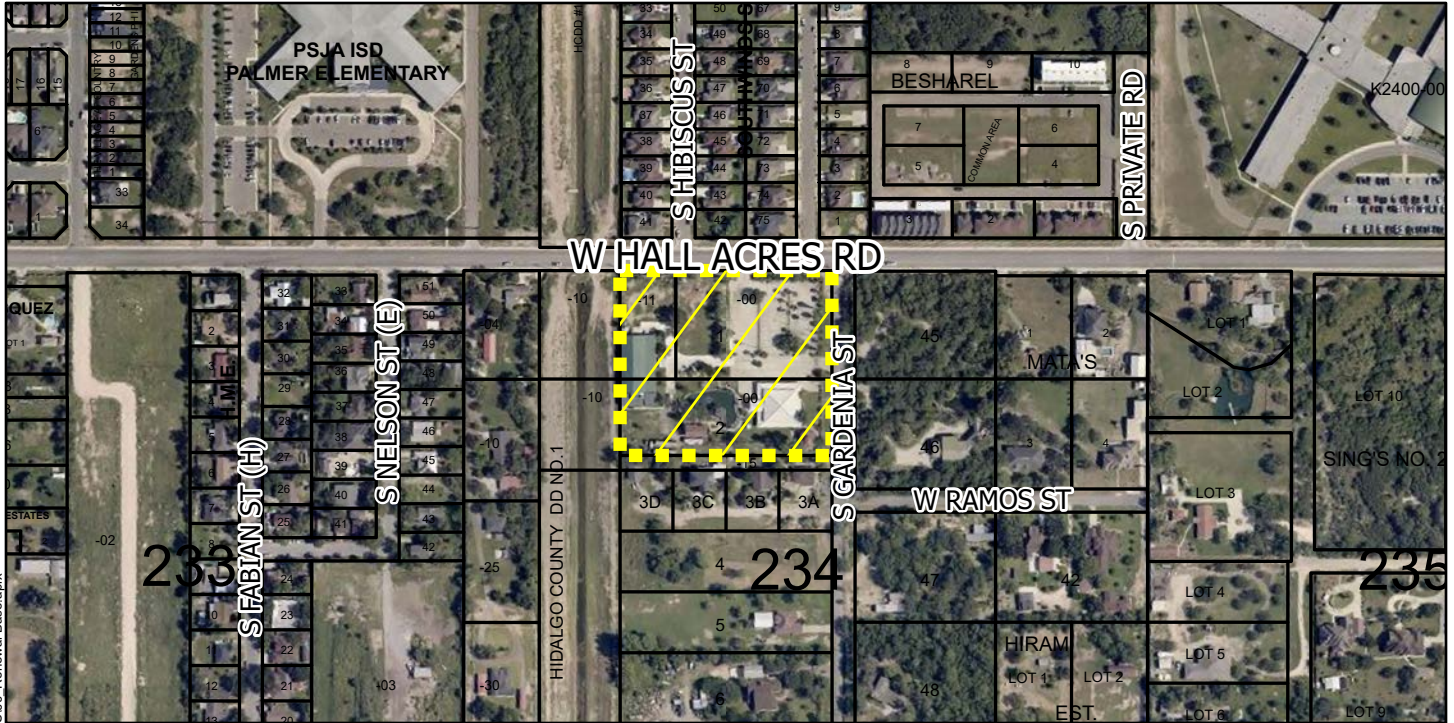
Background:

Quinta Real Events, 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 4th renewal for Quinta Real Events, LLC.

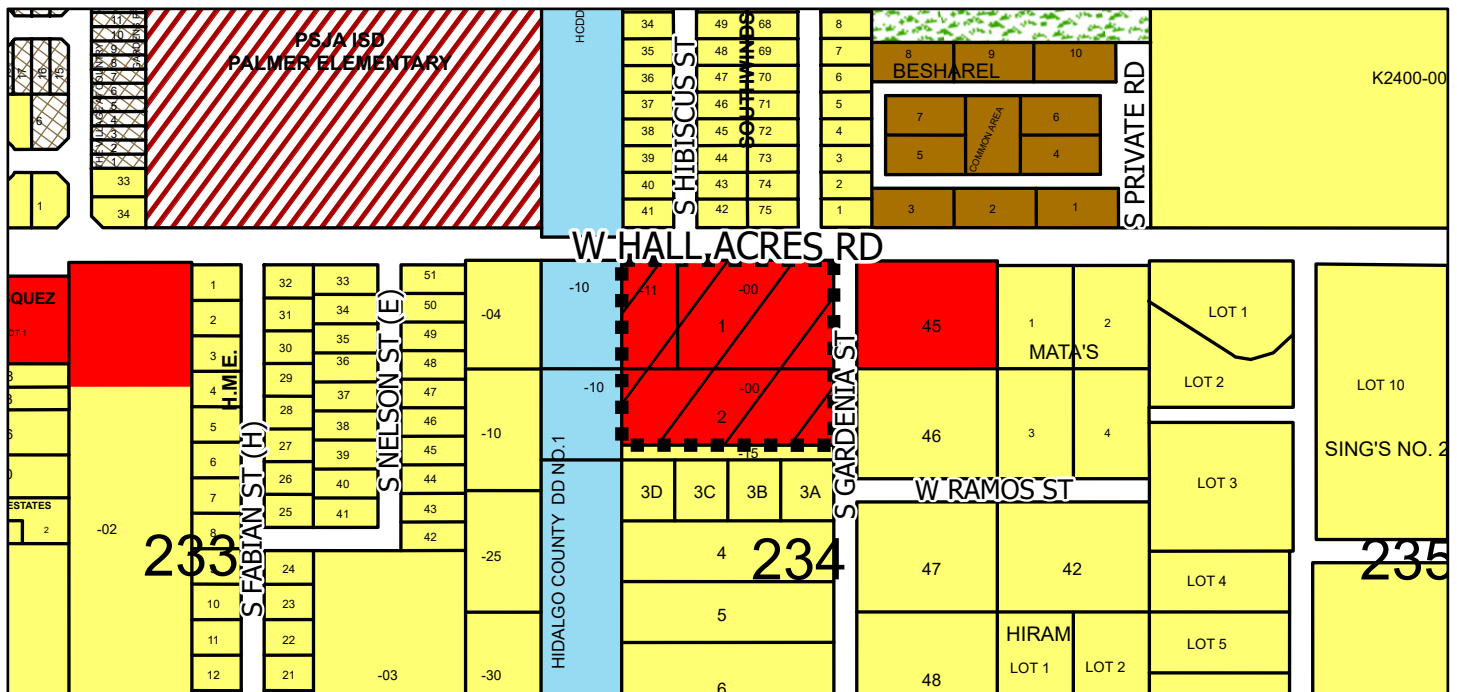
The property is located at 2620 South Gardenia Street. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal 2620 S GARDENA ST QUINTA REAL EVENTS\00 Renewal Base.aprx



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





Pharr
Development Services



Site Photo

2620 South Gardenia Street





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.4.

DATE SUBMITTED: June 6, 2025

MEETING DATE: June 16, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Antonio Muraira, owner, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the outside storage of materials and/or equipment for an existing towing company in a Heavy Commercial District (H-C). The property is legally described as being Lot 4, Albrad Business Park Subdivision, an addition to the City of Pharr, Hidalgo County, Texas. The property's physical address is 1106 West Albrad Avenue. CUP#250404 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Antonio Muraira, owner, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the outside storage of materials and/or equipment for an existing towing company (Thunder Towing) in a Heavy Commercial District (H-C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the Conditional Use Permit to allow the outside storage of materials and/or equipment in a Heavy Commercial District (H-C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of May 27, 2025, the Board voted unanimously to recommend approval of the Conditional Use Permit for one year to allow the outside storage of materials and/or equipment in a Heavy Commercial District (H-C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were 6 members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Created/Initiated - 6/6/2025

Ricardo Rodriguez
City Management Office

Approved - 6/6/2025
New -

MEMORANDUM

DATE: MONDAY, JUNE 16, 2025
TO: MAYOR AND CITY COMMISSION
FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR (OUTSIDE STORAGE) –
FILE NO. CUP#250404

GENERAL INFORMATION:

APPLICANT: Antonio Muraira, owner, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the outside storage of materials and/or equipment for an existing towing company (Thunder Towing) in a Heavy Commercial District (H-C) property is secured with a 6-foot chain link fence all around property.

LEGAL DESCRIPTION: The property is legally described as being Lot 4, Albrad Business Park Subdivision, an addition to the City of Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1106 West Albrad Avenue.

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

COMMENTS:

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES:**

Recommends approval of
the Conditional Use Permit.

**NOTIFICATION
OF PUBLIC:**

Nine (9) surrounding property owners were notified of the request by letter on May 09, 2025, and a legal notice was published in the Advance News Journal on May 07, 2025. Staff received one (1) response in opposition to the letter or the legal notice.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending approval of the Conditional Use Permit to allow the outside storage of materials and/or equipment in a Heavy Commercial District (H-C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

**PLANNING & ZONING
COMMISSION:**

At the Planning and Zoning Commission meeting of May 27, 2025, the Board voted unanimously to recommend approval of the Conditional Use Permit for one year to allow the outside storage of materials and/or equipment in a Heavy Commercial District (H-C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were 6 members present and voting.

Conditional Use Permit Conditions:

1. Applicant shall comply with all City of Pharr Ordinance requirements; any violation of City Ordinance will terminate this Conditional Use Permit;
2. All vehicles will be securely stored within a minimum 6-foot tall, fenced area, which will remain locked at all times for safety and protection;
3. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
4. Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate this Conditional Use Permit;
5. This Conditional Use Permit shall be issued for a period of one (1) year. It shall be the owner's responsibility to apply for renewal 30 days before its expiration date;
6. All areas used for outside storage and parking areas for customers shall have an all-weather surface and comply with Wrecker Service Ordinance; and

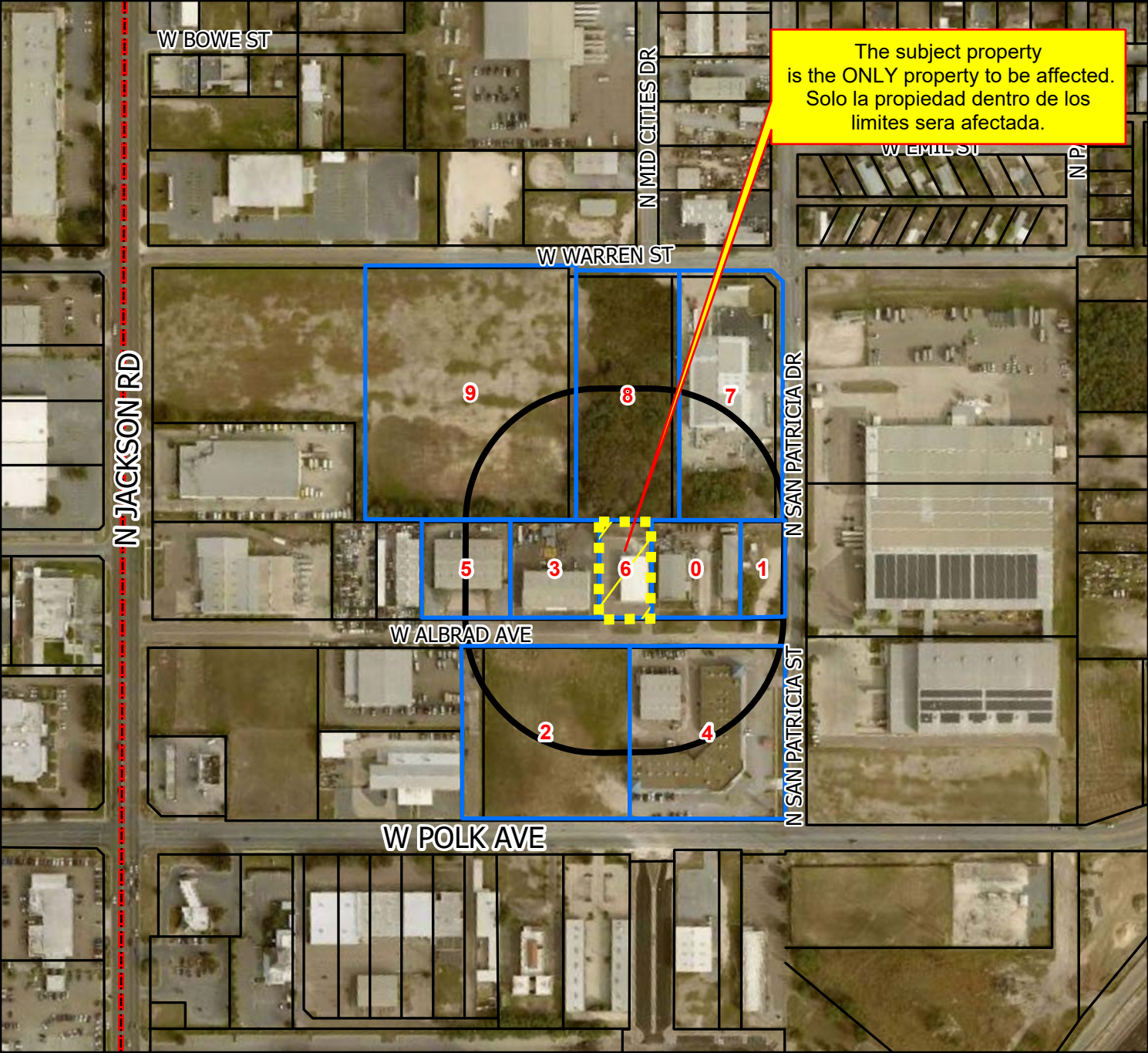
7. The following shall be considered as grounds for the revocation of the Conditional Use Permit:

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

Proposed Conditional Use Permit
1106 W Albrad Ave

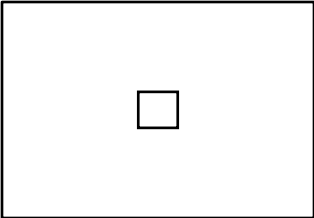


AERIAL



- Pharr City Limit
- 300 ft. Notification Buffer
- Notified Properties
- Location

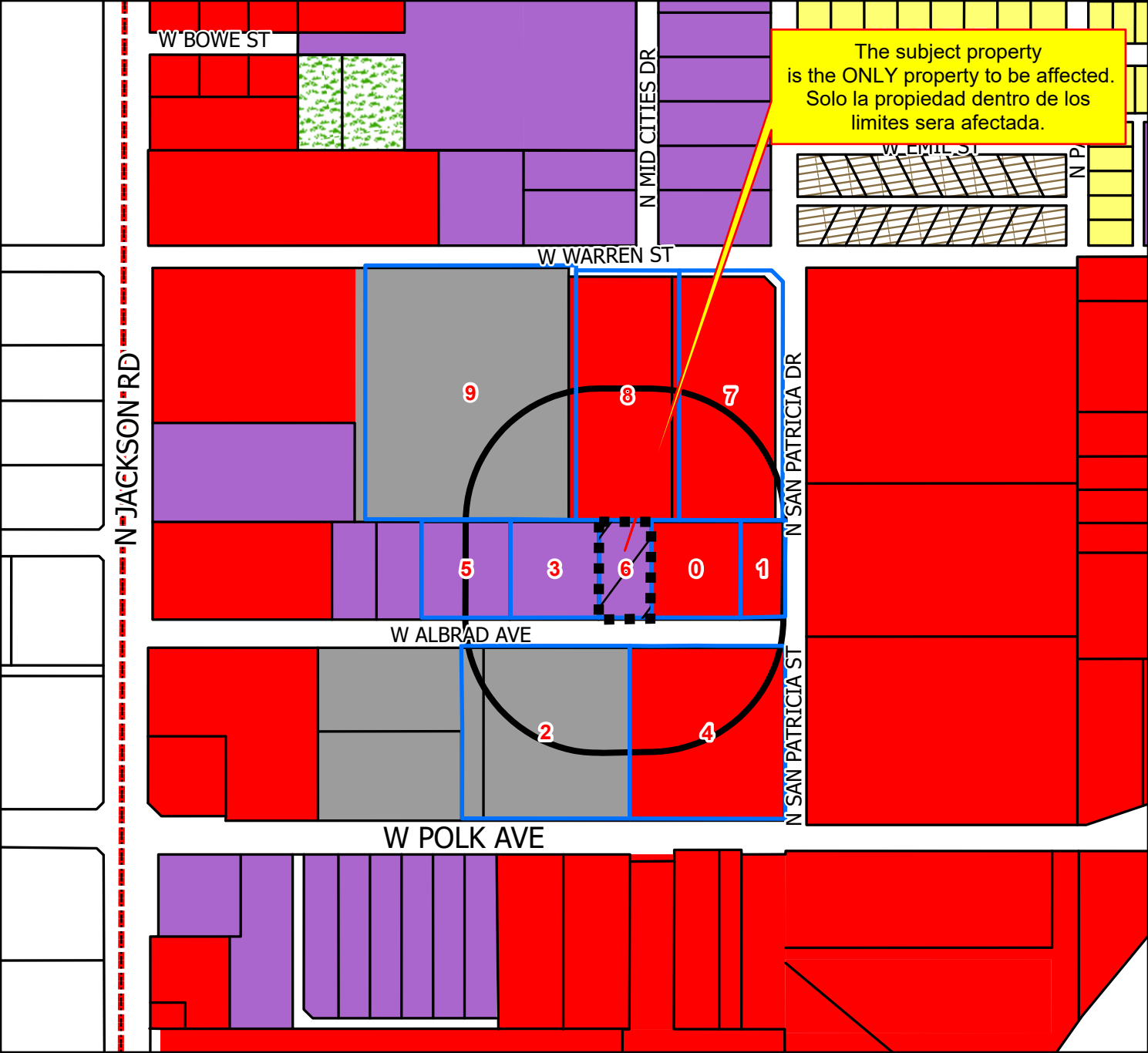
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Proposed Conditional Use Permit
1106 W Albrad Ave



ZONING



G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP250404 1106 W Albrad ave\aprx00_BASE Project File.aprx

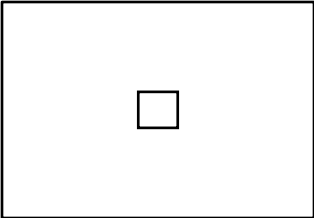
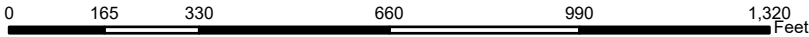
- | | | |
|---------------------------------------|-------------------|--------------------------|
| Pharr City Limit | Mobile Home | Heavy Industrial |
| 300 ft. Notification Buffer | Townhouse | Limited Industrial |
| Notified Properties | HUD Code | Neighborhood Commercial |
| Location | Rail Road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

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

City of Pharr, Texas
Engineering Department
956.402.4221

Date: 4/30/2025

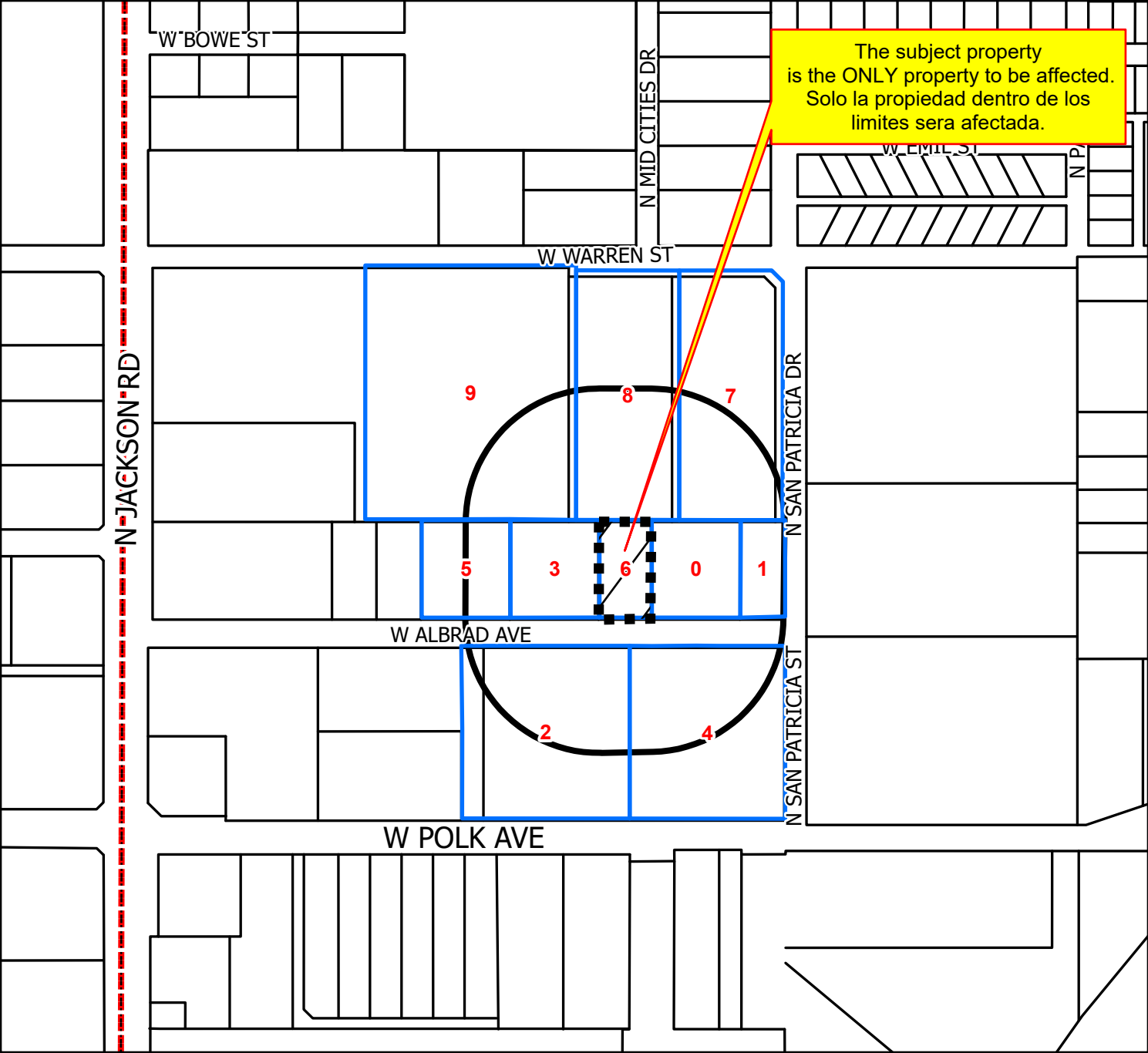
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Proposed Conditional Use Permit
1106 W Albrad Ave



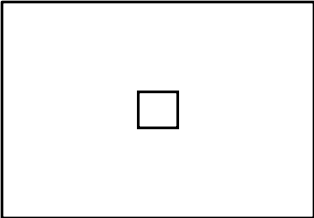
RADIUS

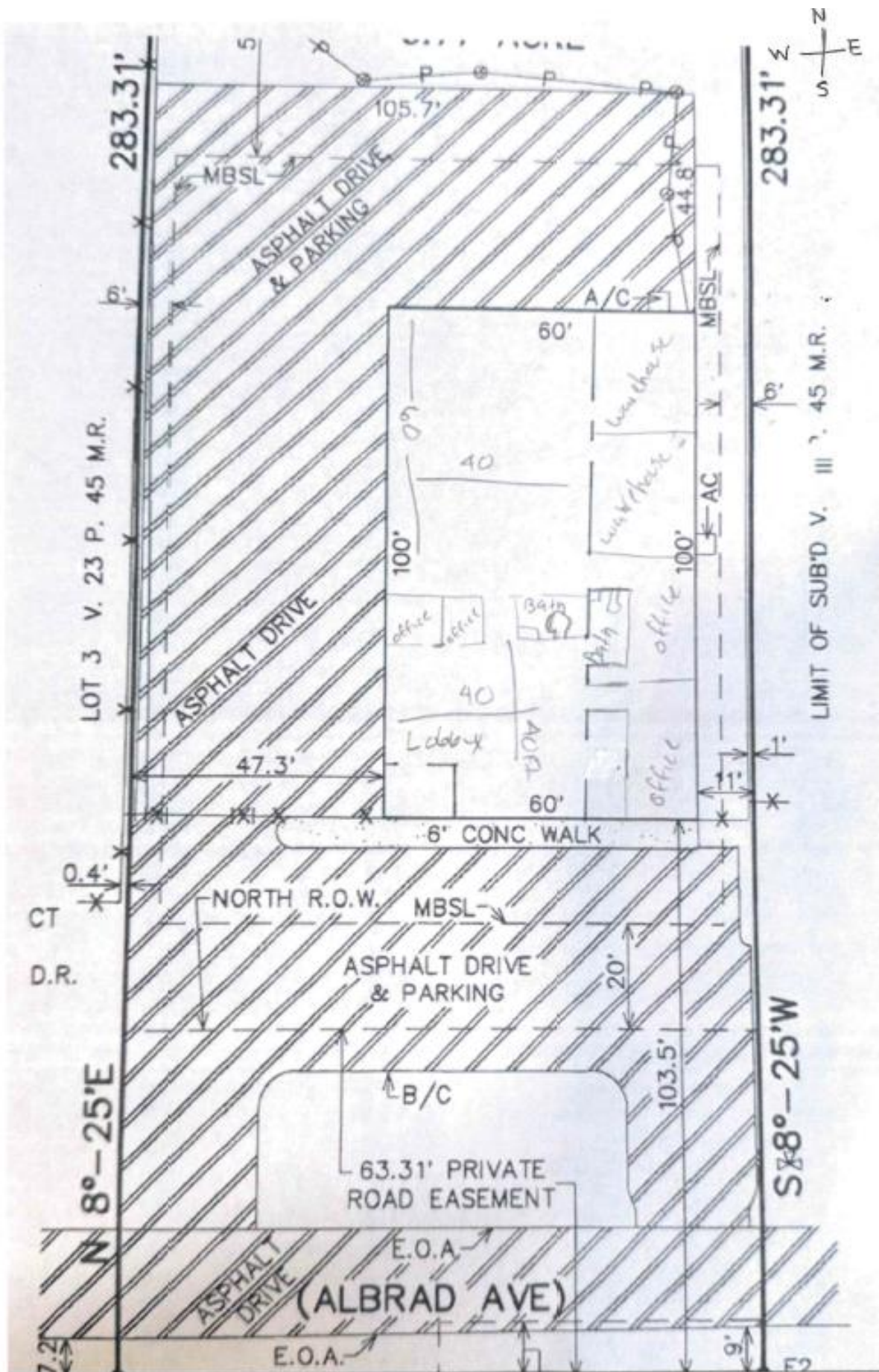


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- Pharr City Limit
- 300 ft. Notification Buffer
- Notified Properties
- Location

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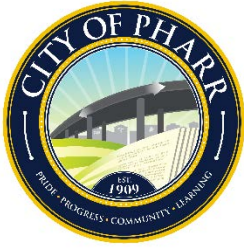
Pharr
Development Services



Site Photo

1106 West Albrad Avenue





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.

DATE SUBMITTED: June 13, 2025

MEETING DATE: June 16, 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 - 6/13/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.1.

DATE SUBMITTED: June 11, 2025

MEETING DATE: June 16, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: R. E. Garcia & Associates, representing Ramiro Rivas, owner, is requesting final plat approval of the proposed Rivas Subdivision. The property is legally described as being a 10.00 acre tract of land being the East 10.00 acres of the West 20.00 acres of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block of West Hi-Line Road.
SUB#230822 This item supports EV - Economic Vitality.

Classification: Public Hearing

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

Issue:

R. E. Garcia & Associates, representing Ramiro Rivas, owner, is requesting final plat approval of the proposed Rivas Subdivision.

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Rivas Subdivision at their meeting on June 09, 2025. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 6/11/2025
Approved - 6/12/2025
Final Approval - 6/13/2025



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JUNE 16, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: RIVAS SUBDIVISION
FILE NO. **SUB#230822**

GENERAL INFORMATION:

APPLICANT: R. E. Garcia & Associates, representing Ramiro Rivas, Owner, is requesting final plat approval of the proposed Rivas Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 10.00 acre tract of land being the east 10.00 acres of the west 20.00 acres of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1000 block of West Hi-line Rd.

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

PROPERTY PROPOSED USE: Warehouse.

VARIANCES: None requested.

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

**STREETS, PAVING
AND R.O.W.:** 1. In compliance.

EASEMENTS: 1. In compliance.

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

FIRE PROTECTION: 1. In compliance.

WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve final plat of the proposed Rivas Subdivision at their meeting on June 09, 2025.

PLAT OF RIVAS SUBDIVISION

A **10.00 ACRES** TRACT OF LAND BEING THE EAST 10.00 ACRES OF THE WEST 20.00 ACRES OF LOT 375, KELLY-PHARR SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THOSE CERTAIN TRACTS DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 3313828, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DATE: NOVEMBER 22, 2022 SCALE: 1" = 100'

SCALE IN FEET

PREPARED BY:

R. E. GARCIA & ASSOCIATES

ENGINEERS, SURVEYORS, PLANNERS

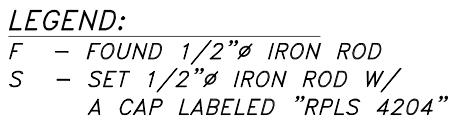
ENGINEER (F-5001) & SURVEYOR (10013300)

116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 581-1061
EMAIL: REGASSOC@AOL.COM

R.E. Garcia

Associates

B NO.: 2022-216
AWN BY: D.E.S.



SCALE: 1" = 100'
BEARINGS BASED ON RECORD BEARINGS OF:
B.R. BECKER SUBDIVISION PHASE II
RECORDED IN INSTRUMENT NUMBER 1525165 H.C.M.R.

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "B" COMMUNITY-PANEL NO. 480334 0500 0
MAP REVISED: JANUARY 2, 1981.
- AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOOD 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.
2. BUILDING SETBACKS AS PER CITY OF PHARR ORDINANCE.
3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OF THE STREET AT CENTER OF LOT.
4. BENCHMARK NOTE: ELEVATION = 95.72 ON DISK MONUMENT LOCATED ONE HALF MILE EAST OF THE INTERSECTION OF JACKSON ROAD AND HI-LINE ROAD (B.M. NO. 6 15563137.028N 1077655.765E)
5. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THE SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 10.00 ACRES AND A VOLUME OF APPROXIMATELY 33,498 CUBIC FEET OR 2.15 ACRE FEET WILL BE REQUIRED FOR THIS USE. 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.
6. NO STRUCTURE OR BUILDING SHALL BE PERMITTED ON ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MAINTURE HEIGHT) GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS WITH PLASTIC CAP STAMPED R.P.L.S. 4204 OR AS NOTED.
8. EROSION AND SEDIMENT CONTROL SHALL BE IN ACCORDANCE WITH THE TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
9. LOT OWNERS ARE TO MAINTAIN DETENTION/RETENTION AREAS
10. LOT OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
12. 5.0' FT. SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDINGS SHALL BE REQUIRED ALONG ALL STREETS AT THE TIME OF BUILDING PERMIT PHASE.
13. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
14. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.

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

DANNY WYLIE
CHAIRMAN, PLANNING AND ZONING COMMISSION

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

AMBROSIO HERNANDEZ
MAYOR, CITY OF PHARR

ATTEST: _____
CLERK, CITY OF PHARR DATE _____

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSIONS OF ENGINEERING AND PUBLIC SURVEYING. HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM A TRUE AND CORRECT SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND 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.

REGISTERED PROFESSIONAL ENGINEER #64790

REGISTERED PROFESSIONAL LAND SURVEYOR #4204



A 10.00 ACRE TRACT OF LAND BEING THE EAST 10.00 ACRES OF THE WEST 20.00 ACRES OF LOT 375, KELLY-PHARR SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THOSE CERTAIN TRACTS DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 3313828, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF HI-LINE ROAD, ALSO BEING THE SOUTH-
WEST CORNER OF SAID LOT 375, BEING THE SOUTHWEST CORNER OF THE EAST 20.00 ACRES OF SAID
LOT 375 AS DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT
NUMBER 2868565, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST
CORNER OF HEREIN DESCRIBED TRACT, SAID POINT BEARS S81°35'00"E 660.00 FEET FROM
THE SOUTHWEST CORNER OF SAID LOT 375.

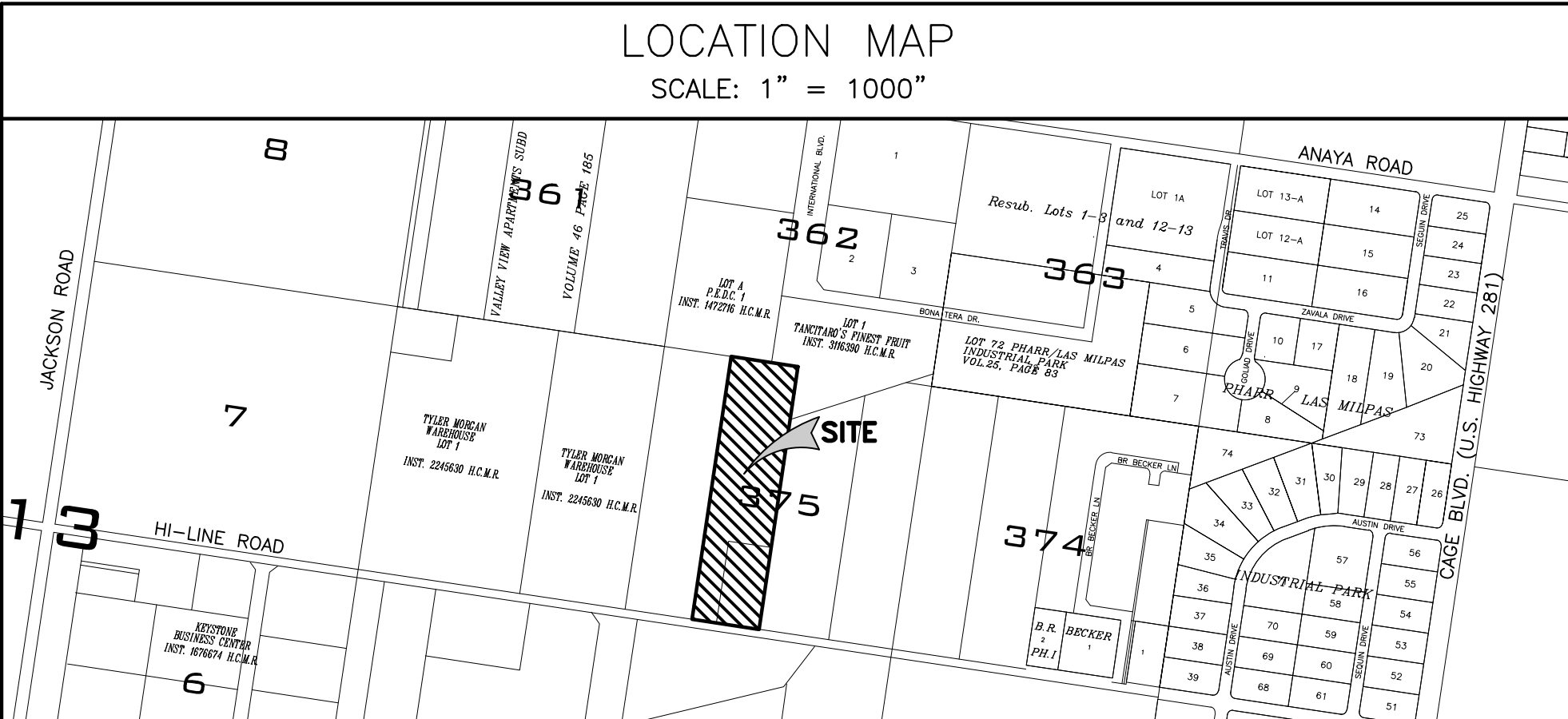
THENCE N81°35'00"W 30.0 FEET ALONG SAID CENTERLINE OF HI-LINE ROAD, ALSO BEING THE SOUTH LINE OF SAID LOT 375, TO A POINT BEING THE SOUTHEAST CORNER THE WEST 10.00 ACRES OF SAID LOT 375 AS DESCRIBED IN SAID WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2868565, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST OF HEREIN DESCRIBED TRACT.

NOR2500'E ALONG THE EAST LINE OF SAID WEST 10.00 ACRES OF SAID LOT 375 AS DESCRIBED IN SAID WARRANTY DEED WITH VENDOR'S LINE RECORDED IN DOCUMENT NUMBER 286856S, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, BEING THE POINT TO THE WEST LINE OF SAID SECTION 37, MASS 33.00 FEET A SET ONE-HALF IRON ROD ON THE APPARENT NORTH-WEST CORNER OF SAID HALF-WAY LINE AND CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO A SET ONE-HALF IRON ROD WITH A CAP LABELED "RPLS 4204" ON THE NORTH LINE OF SAID LOT 375, ALSO BEING SOUTH LINE OF P.E.D.C. #1 SUBDIVISION AS AMENDED AND RECORDED IN VOLUME 48, PAGE 64, MAP RECORDS, HIDALGO COUNTY, TEXAS, BEING THE NORTHEAST CORNER OF SAID SECTION 37, MASS 33.00 FEET, HEREIN DESCRIBED TRACT. THE VENDOR'S LINE RECORDED IN DOCUMENT NUMBER 286856S, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE **S81°35'00"E** ALONG SAID NORTH LINE OF LOT 375, ALSO BEING SOUTH LINE OF SAID P.E.D.C. #1 SUBDIVISION, PASS AT 200.00 FEET A POINT BEING THE MOST NORTHERLY SOUTHWEST CORNER OF TANCITORA'S FINEST FRUIT SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 3116390, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTH LINE OF SAID TANCITORA'S FINEST FRUIT SUBDIVISION FOR A TOTAL DISTANCE OF **330.00 FEET** TO A SET ONE-HALF INCH IRON ROD WITH A CAP LABELED "RPLS 4204" BEING AN INTERIOR CORNER OF SAID TANCITORA'S FINEST FRUIT SUBDIVISION, FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE S08°25'00"W ALONG SAID WEST LINE OF TANCITARO'S FINEST FRUIT SUBDIVISION BEING PARALLEL TO THE WEST LINE OF SAID LOT 375, PASS AT 267.04 FEET A POINT BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID TANCITARO'S FINEST FRUIT SUBDIVISION, PASS AT 1,290.00 FEET A FOUND ONE-HALF INCH IRON ROD BEING THE APPARENT NORTH RIGHT-OF-WAY LINE OF SAID HI-LINE ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND, MORE OR LESS.

SCALE: 1" = 1000'



PRINCIPAL CONTACTS:

NAME:
OWNER: RAMIRO RIVAS
ENGINEER: RAUL E. GARCIA
SURVEYOR: RAUL E. GARCIA

ADDRESS:
1400 W. HI-LINE ROAD
116 N. 12TH
116 N. 12TH

CITY, STATE & ZIP:
PHARR, TX. 78577
EDINBURG, TX. 785
EDINBURG, TX. 785.

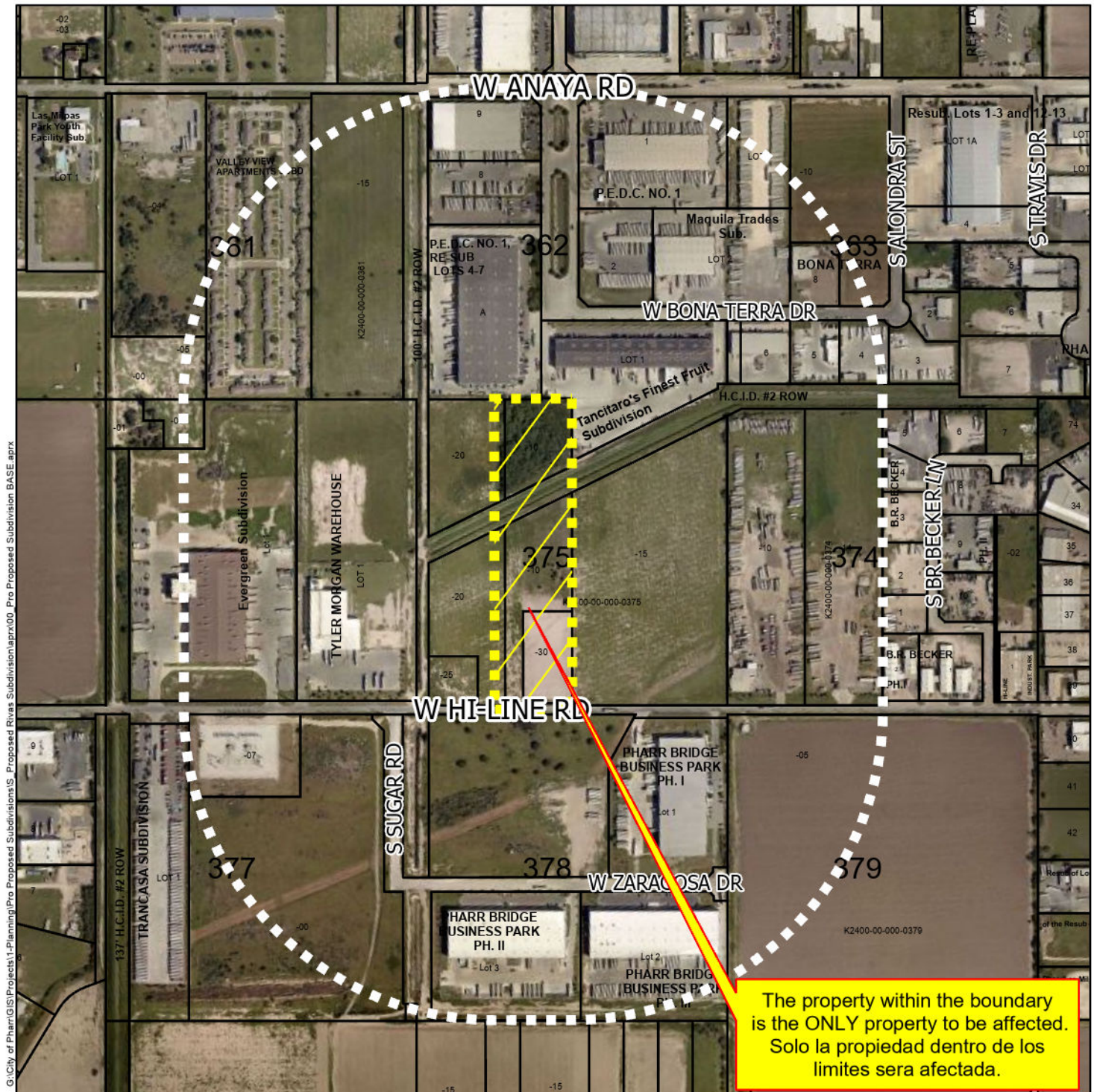
PHONE #/ FAX #
(956) 781-9999
(956) 381-1061
(956) 381-1061



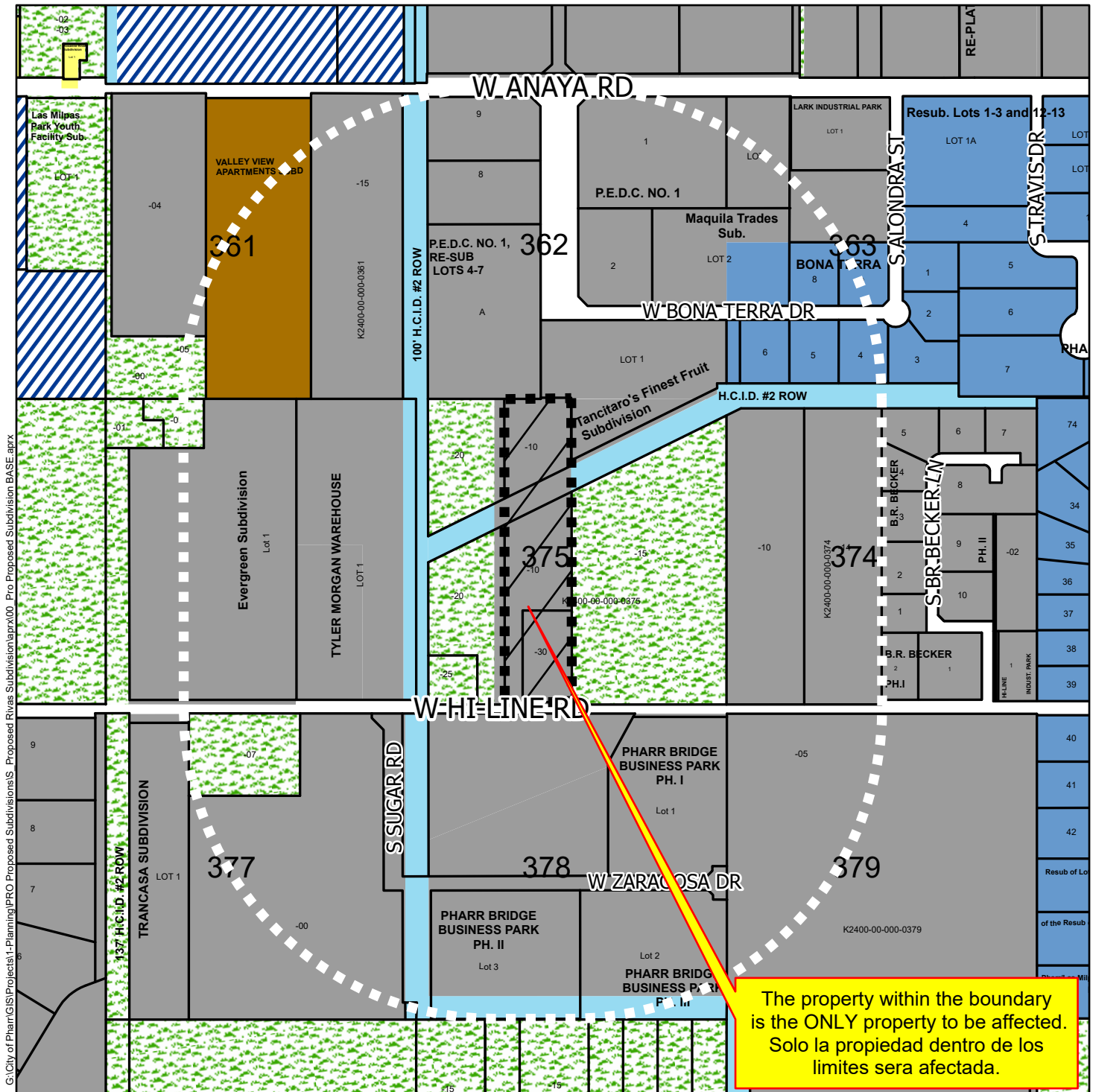
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

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

BY: _____ DEPUTY



- | | | | | |
|--|---|--|--|--|
| <ul style="list-style-type: none"> Agricultural Open Space Single Family Single Family Small Lot Residential Multi-Family Residential Multi-Family High Density Mobile Home Townhouse HUD Code | <ul style="list-style-type: none"> Rail Road R.O.W Government Owned General Business Business District Drainage Easement Heavy Commercial Heavy Industrial Limited Industrial | <ul style="list-style-type: none"> Neighborhood Commercial Office Professional PSJA ISD Hidalgo ISD Valley View ISD Planned Unit Development | <p>Future Land Use</p> <p>FUTURELAND</p> <ul style="list-style-type: none"> Irrigation Agriculture Single Family Res. Multi-Family Res. Manufactured Homes | <ul style="list-style-type: none"> Industrial Commercial Public/Semi Public ROW Parks Subject Property Quarter Mile Radius |
|--|---|--|--|--|





Pharr
Development Services



Site Photo

1000 Block of W. Hi-Line Rd.





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.2.

DATE SUBMITTED: June 11, 2025

MEETING DATE: June 16, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Windrose Land Surveying and Platting, representing Marcella B. Rocha, Assistant Secretary of Circle K Stores, Inc., is requesting final plat approval of the proposed Circle-K #2709238 Subdivision. The property is legally described as being a 1.987 acre tract of land out of the Juan Jose Hinojosa survey and being a portion out of Lot 340, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 8000 Block of South Cage Boulevard. SUB#241236
This item supports EV - Economic Vitality.

Classification: Regular

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

Issue: Windrose Land Surveying and Platting, representing Marcella B. Rocha, Assistant Secretary of Circle K Stores, Inc., is requesting final plat approval of the proposed Circle-K #2709238 Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Circle-K #2709238 Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Circle-K #2709238 at their meeting on June 09, 2025. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 6/11/2025
Approved - 6/12/2025
Final Approval - 6/13/2025



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JUNE 16, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CIRCLE-K #2709238 SUBDIVISION
FILE NO. **SUB#241236**

GENERAL INFORMATION:

APPLICANT: Windrose Land surveying and platting, representing Marcella B. Rocha, Assistant Secretary of Circle K Stores, Inc., is requesting final plat approval of the proposed Circle-K #2709238 Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.987 acre tract of land out of the Juan Jose Hinojosa survey and being a portion out of Lot 340, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 8000 Block of S. Cage Blvd.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are Single Family Residential District (R-1) to the north and south, General Business District (C) to the east and west. The property is designated commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Circle K store.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Circle-K #2709238 Subdivision subject to the following conditions:

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

1. In compliance.

EASEMENTS:

1. Show and label existing easements and if new add dedicated by plat.
2. Easements shall be 15' Exclusive to City of Pharr, for water or sewer lines within property, if any.
3. No overlapping easements, if any.

**SIDEWALK:
ADA:**

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. See attached comments.

WATER:

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

SEWER:

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

DRAINAGE:

1. Drainage report to be reviewed and approved by H.C.D.D.#1.
2. Detention area label private detention.

OTHER:

1. On general plat notes #1, provide FEMA flood description.
2. Plat note # 5, add the northing & easting and elevation.
3. Within lot show or label net or gross for property.
4. Verify with HCID 2, for any comments.
5. Provide a KMZ file geo referenced and DWG format.
6. Provide all pertinent City of Pharr details.
7. Recording with a Bond #023230269.
8. See staff comments attached.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve final plat of the proposed Circle-K #2709238 at their meeting on June 09, 2025.

STAFF REVIEW MEETING FOR: *CIRCLE K SUBDIVISION* *(S. CAGE & E. LAS MILPAS RD.)*

COMMENTS: **Initials: J.R./O.D.L. February 25,2025**

WATER:

- Ok as proposed.
- Fire hydrant proposed on E. Las Milpas Rd. will need to be relocated to the North west section of the property (N.side of entrance on S. Cage Blvd.) will need to be tied into the 8" water line (not the 18" line)
- Will need to call out exciting fire hydrant (east side)
- Comments made change depending on circumstances.
- Follow City of Pharr Construction Standards Manual.

SEWER:

- Ok as proposed.
- Manhole rim and lid will need to be composite base with City of Pharr logo.
- Will need to show Manhole rim and lid detail.
- Comments made change depending on 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: _____



Pharr

Fire Department



118 S. Cage Blvd. 3rd Floor

Pharr, Texas 78577

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

Subdivision: Staff Preliminary Circle K Subdivision

Reviewed by: J. Gonzalez

2/25/2025

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

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

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

Additional Comments:

Plat Note: ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PHASE IN ORDER TO MEET FIRE PROTECTION REQUIREMENTS.

1. Shall relocate the proposed fire hydrant to the proposed entrance are on the north side of the Cage Blvd.



Staff Review

DATE: 02/26/2025

Circle K Subdivision

1.99 Acres

Pharr TX, 78577

Plat Notes:

- No comments

General Notes:

- Include a Sediment Erosion Control plan.
- Obtain a small construction notice from T.C.E.Q.
- 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: Circle K #2709238

DATE: February 27, 2025

Subdivision

REVIEW: Preliminary (comments plans dated 2-14-2025)

PLAT

1. Signature and seal from P.E. is required.
2. Signature and seal from R.P.L.S. is required.
3. Note no. 4 --- Revise note to say... *“Storm Water detention is required for this property. The engineer of record for this subdivision plat has estimated that an area of approximately _____ acres and a volume of approximately _____ acre feet will be required for this use. 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.”* Include area and detention volumes.
4. Note no. 5--- Include northing, easting and elevation values.
Northing: 16567586.678, Easting: 108373.314 & Elevation: 85.20.
5. Note no. 7---Revise note to say... “Erosion and sediment control during construction shall be in accordance with current Texas Pollution Discharge Elimination System (TPDES).”
6. Notes 10 & 13--- Remove the word property.
7. Show right-off-way dedication on W. Polk Ave.

SITE PLAN

1. Sidewalks along S. Cage Blvd. may be required to be reconstructed if not ADA compliant.
2. Curb cuts no longer in use shall be closed off with curb.
3. TX permit required for new driveway, sidewalk and curb cut.

DRAINAGE

1. Drainage plan to be reviewed and approved at building permit stage.
2. Perimeter fence may be required if depth of detention pond is 3'-ft or greater.

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 internal street and into nearest storm infrastructures.
- **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: jil_hcid2@att.net
Subject: Proposed T-JAM SUBDIVISION & CIRCLE-K #2709238
Date: Wednesday, February 26, 2025 3:22:06 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 initial comments and updates as needed for each proposal:

T – JAM SUBDIVISION

1. We have the general r.o.w. covering all the lot. V. 26,pg. 234.
2. We need the recorded warranty deed of ownership.
3. We have a drain line with a 30' exclusive easement centered on the pipeline. V. 16, Pg. 5.
4. Update the signature block script:
Remove the comma after THIS and put a period after the year 2025.
Make plural BUILDINGS and RIGHTS.

...

ATTEST: _____ (NO GAP)

SECRETARY

5. The call North 08 degrees 27°22'E 20.00' is missing from the m&b.
6. This is an excluded area and do not need a petition form.

CIRCLE-K #2709238 SUBDIVISION

1. We have the general r.o.w. covering all the lot. V. 19,pg. 129 and V.19 pg.257.
2. No District facilities.
3. We need the recorded warranty deed of ownership.
4. Update the signature block:
HCID NO. 2 not 1.
Remove the comma after THIS and after FENCES. Also remove the "S" from WAYS.

...

ATTEST: _____ (no gap)

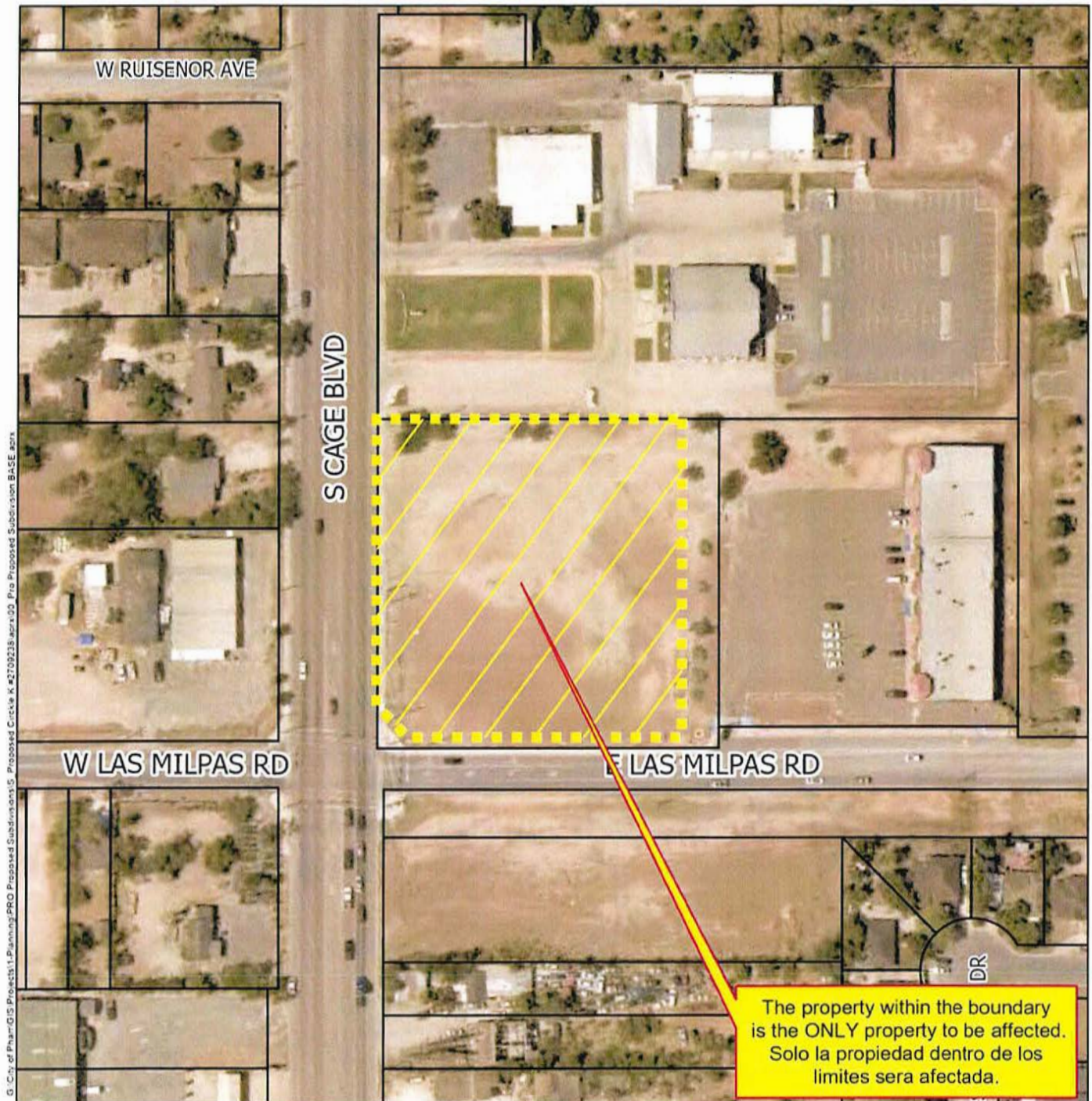
SECRETARY

5. Plat will need to reference corner lot Kelly-Pharr Subdivision with the distances and bearings to the development boundary.
6. The flat rate is not current and will need to submit a petition form exclude from the District.

If there are any questions, please advise or call our office. Thank you.

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

AERIAL



 Subject Property

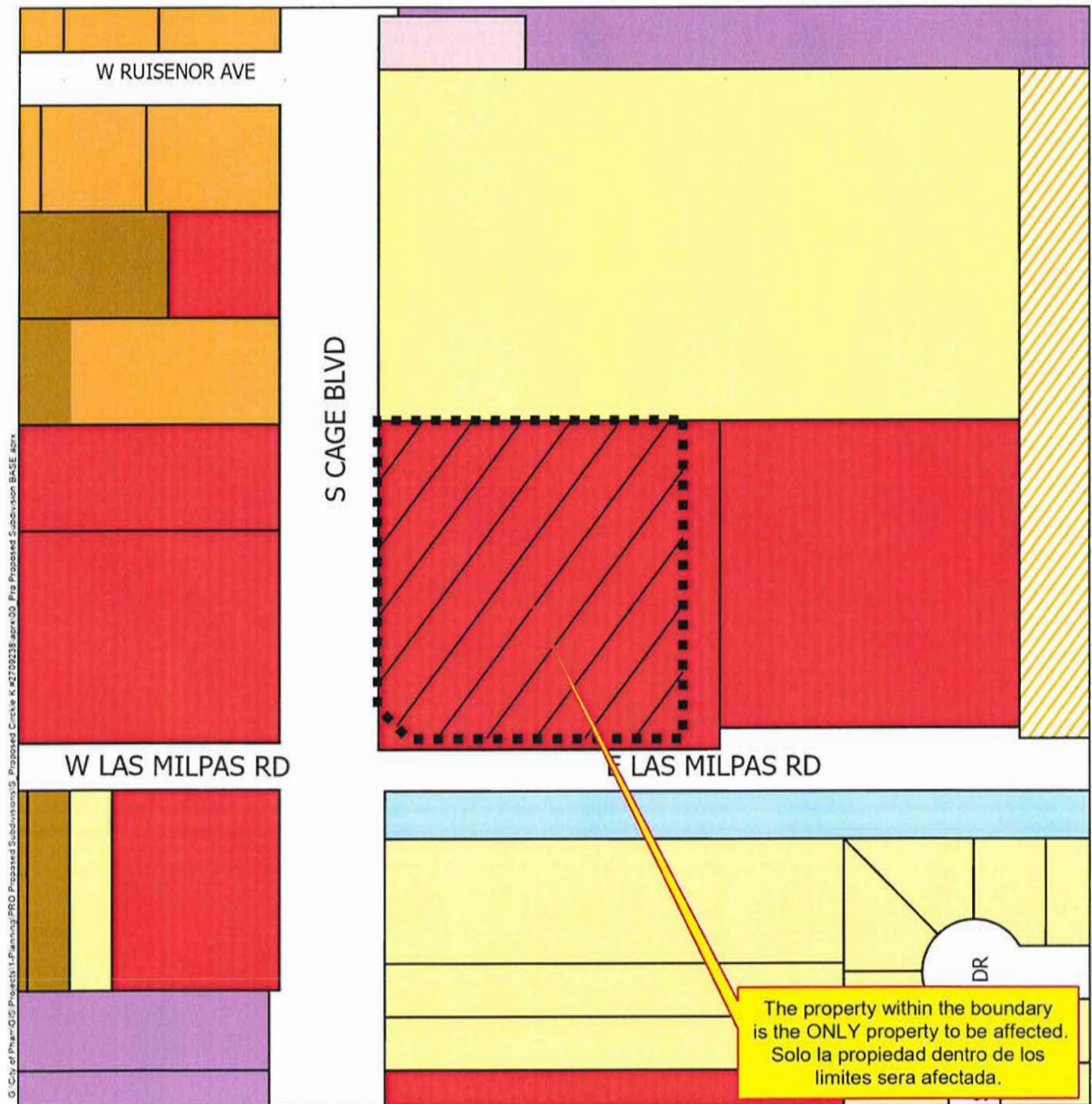
City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1:1,627

0 65 130 260 390 520 Feet



ZONING



G:\City of Pharr\GIS\Projects\Planning\PRO Proposed Subdivisions\Proposed Circle K #2709238 aprx03 Pro Proposed Subdivision BASE.aprx

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



Pharr
Development Services



Site Photo

8000 Block of S. Cage Blvd.





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: June 4, 2025

MEETING DATE: June 16, 2025

FROM: Edwin Manrique, Project Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Moore Road between Cage Boulevard and "I" Road (CSJ: 0921-02-437). **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The proposed Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) is for improvements to Moore Road between Cage Boulevard and "I" Road. The AFA requires the City to pay a total estimated amount of \$274,709.00 to TxDOT for review and oversight services. In addition, the City is responsible for 100% of cost overruns.

Fiscal Consideration:

Initial Payment Due at AFA Approval: \$77,836

Payment Due Before Construction: \$196,873

Total: \$274,709.00

Staff Recommendation: Staff recommends approval of the AFA with TxDOT for E. Moore Rd.

Alternatives: No alternative. Since federal funds are involved, it is mandatory that TxDOT have oversight of the project.

Exclude Material from Public Packet? No

Reason: No exclusion

ROUTING:

Edwin Manrique

Maria Rangel

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 6/4/2025

Approved - 6/12/2025

Approved - 6/12/2025

Approved - 6/12/2025

Final Approval - 6/13/2025

RESOLUTION NO. R-2025-XX

**ADVANCE FUNDING AGREEMENT
METROPOLITAN MOBILITY FUNDS
OFF-SYSTEM
MOORE ROAD
CSJ: 0921-02-437**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widen to a 2-lane divided roadway with continuous center turning lane and shoulders of Moore Road between Cage Boulevard and I-road in the city of Pharr**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Metropolitan Mobility Funds Off-System Project known as Moore Road, CSJ: 0921-02-437; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$274,709** (*This is an estimate. The final amount of Local Government participation will be based on actual costs. The City of Pharr is also responsible for 100% of cost overruns.*) and authorizes initial payment in the amount of **\$77,836** to the Texas Department of Transportation Trust Fund.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **\$77,836** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 16th day of June 2025, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-437	AFA ID	Z00011722	CFDA No.	20.205
AFA CSJs	0921-02-437			CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	32600		
Project Name	Moore Road			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Metropolitan Mobility Funds Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Pharr**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widen to a 2-lane divided roadway with continuous center turning lane and shoulders**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of widening Moore road to a two lane divided roadway with a continuous center turning lane and shoulders from Cage Blvd to I road as shown on attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of

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qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local

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- Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

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the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance

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approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to

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the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Project Name	Moore Road			<i>AFA Not Used For Research & Development</i>	

Local Government:	State:
City of Pharr ATTN: Mayor 118 S. Cage Blvd Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

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Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and

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3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ _____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

Typed or Printed Title

Date

Date

TxDOT:				Federal Highway Administration:	
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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on the percentages of federal and local funding shown in table below until the federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all project costs exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by Local Government)	\$272,425	0%	\$0	0%	0%	\$0	100%	100%	\$272,425
Environmental (by Local Government)	\$116,753	0%	\$0	0%	0%	\$0	100%	100%	\$116,753
Right of Way (by Local Government)	\$605,000	0%	\$0	0%	0%	\$0	100%	100%	\$605,000
Construction (by Local Government) (Cat. 7)	\$7,946,662	80%	\$6,357,330	0%	17.8%	\$1,414,505	20%	2.2%	\$174,827
Construction (by Local Government)	\$831,119	0%	\$0	0%	0%	\$0	100%	100%	\$831,119
Construction Engineering (by Local Government)	\$597,125	0%	\$0	0%	0%	\$0	100%	100%	\$597,125
Subtotal	\$10,369,084		\$6,357,330			\$1,414,505			\$2,597,249
Engineering Direct State Costs	\$62,268	0%	\$0	0%	0%	\$0	100%	100%	\$62,268
Environmental Direct State Costs	\$7,784	0%	\$0	0%	0%	\$0	100%	100%	\$7,784
Right of Way Direct State Costs	\$3,892	0%	\$0	0%	0%	\$0	100%	100%	\$3,892
Utility Direct State Costs	\$3,892	0%	\$0	0%	0%	\$0	100%	100%	\$3,892
Construction Direct State Costs	\$196,873	0%	\$0	0%	0%	\$0	100%	100%	\$196,873
Indirect State Costs	\$548,525	0%	\$0	100%	100%	\$548,525	0%	0%	\$0
Subtotal	\$823,234		\$0			\$548,525			\$274,709
TOTAL	\$11,192,318		\$6,357,330			\$1,963,030			\$2,871,958

Initial payment by the Local Government to the State : \$77,836
Payment due by the Local Government to the State before Construction: \$196,873
Estimated total payment by the Local Government to the State: \$274,709

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: June 10, 2025

MEETING DATE: June 16, 2025

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Resolution authorizing the submission of an application to the Federal Emergency Management Agency for the Staffing for Adequate Fire and Emergency Response grant program to fund six (6) firefighter positions. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue:

FEMA began accepting grant applications on May 23, 2025, for the Staffing for Adequate Fire and Emergency Response (SAFER) program. This grant program funds salaries for firefighters for the first three (3) years with a local match. This application is for a total of six (6) firefighter positions.

Fiscal Consideration: If the grant application is approved, the City will be required to fund a local match.

Staff Recommendation: Based on review by this office, staff recommends approval of the resolution authorizing the submission of the SAFER grant application.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez

Elizabeth Diaz

Jamison Merrick

Cynthia Garza

Ricardo Rodriguez

City Management Office

Created/Initiated - 6/10/2025

Approved - 6/11/2025

Approved - 6/12/2025

Approved - 6/13/2025

New -

RESOLUTION NO. R-2025_____

A RESOLUTION OF THE CITY OF PHARR, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FOR FUNDING UNDER THE FISCAL YEAR 2024–2025 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM (CFDA NO. 97.083).

WHEREAS, on _____, the Fiscal Year 2024 SAFER Grant Program, administered by the Federal Emergency Management Agency (FEMA), provides financial assistance to help fire departments increase or maintain the number of trained, frontline firefighters available in their communities.

WHEREAS, the City of Pharr seeks to apply for the FY 2024 SAFER Grant to hire six (6) new full-time firefighters to improve emergency response capabilities and comply with staffing standards under NFPA 1710 and OSHA 29 CFR 1910.134;

WHEREAS, the total project cost for the three-year period is \$1,212,235.74, of which the federal share is \$737,913.43 and the local cost share is \$474,322.31, in accordance with SAFER cost share requirements of 75% for Years 1 and 2 and 35% for Year 3;

WHEREAS, the SAFER Grant does not require demonstration of local cost share funds at the time of application, but FEMA may verify the availability of such funds prior to award issuance;

WHEREAS, the City acknowledges the obligation to maintain staffing levels and to comply with all other terms and conditions as required under the SAFER grant program;

WHEREAS, the City Manager is hereby authorized to serve as the authorized official to apply for, accept, reject, alter, or terminate the grant and all associated agreements on behalf of the City of Pharr.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Pharr, Texas, that the submission of the grant application to the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA), under the Fiscal Year 2024 SAFER Grant Program is hereby approved.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF _____, 2025.

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Secretary

C e r t i f i c a t i o n

The State of Texas

County of Hidalgo

City of Pharr

I, Imelda Perez, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of _____ 2025, ad.

(Resolution no. _____)

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed the seal of the City of Pharr, Texas, this ____ day of _____, 2025.

City of Pharr

Imelda Perez City Clerk

FEMA SAFER Grant Cost Share Breakdown – 6 Firefighters

Firefighters Postion

Year 1 Salary			Year 2 Salary			Year 3 Salary	
Base Salary Information			Base Salary Information			Base Salary Information	

37,500.00	46,200.00	46,200.00
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COST BASE	% Of SALARY RATE	COST BASE	% Of SALARY RATE	COST BASE	% Of SALARY RATE
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Fringe Benefits

SS 6.2%

Medicare 1.45%

\$ 2,325.00	6.20%	\$ 2,864.40	6.20%	\$ 2,864.40	6.20%
\$ 543.75	1.45%	\$ 669.90	1.45%	\$ 669.90	1.45%

Health Insurance (Family Coverage)

Life Insurance

\$ 7,380.00	19.680%	\$ 7,380.00	15.974%	\$ 7,380.00	15.974%
\$ 43.56	0.1162%	\$ 43.56	0.0943%	\$ 43.56	0.0943%

Vaction

of Hour Annually:

120

\$ 2,250.00	6%	\$ 2,772.00	6%	\$ 2,772.00	6%
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Sick Number

of Hour Annually:

120

\$ 2,250.00	6%	\$ 2,772.00	6%	\$ 2,772.00	6%
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Retirement:

\$ 5,006.25	13.35%	\$ 6,167.70	13.35%	\$ 6,167.70	13.35%
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Worker's Compensation:

\$ 1,758.75	4.69%	\$ 2,166.78	4.69%	\$ 2,166.78	4.69%
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Unemployment Insurance:

\$ 262.50	0.70%	\$ 323.40	0.70%	\$ 323.40	0.70%
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Benefits Sub-Total Per Year (1 Postion)

\$ 21,819.81		\$ 25,159.74		\$ 25,159.74	
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Total Salary + Benefits Per Year (1 Postiion)

\$ 59,319.81		\$ 71,359.74		\$ 71,359.74	
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Total Salary and Benefits for Years
1, 2, and 3 (1 Postiion)

\$ 202,039.29	X	6	# of Positions	\$ 1,212,235.74
---------------	---	---	----------------	-----------------

Federal Share covers 75% in Years 1 & 2, and
35% in Year 3.

Local Share responsibility increases to 65%
in Year 3.

The total federal contribution requested
over 3 years is \$737,913.43. The City's total
cost share is \$474,322.31

Year	Total Annual Cost (6 FF)	Federal Share %	Federal Amount	Local Share %	Local Amount
Year 1	\$ 355,918.86	0.75	\$ 266,939.15	0.25	\$ 88,979.72
Year 2	\$ 428,158.44	0.75	\$ 321,118.83	0.25	\$ 107,039.61
Year 3	\$ 428,158.44	0.35	\$ 149,855.45	0.65	\$ 278,302.99
Total (3 Years)	\$ 1,212,235.74		\$ 737,913.43		\$ 474,322.31



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: June 12, 2025

MEETING DATE: June 16, 2025

FROM: Jamison Merrick, Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Presentation on the City of Pharr's Second Quarter Financial Performance

Classification: Regular

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

Issue: Review of the Financial Performance of the City of Pharr for the 2nd Quarter of FY 2024-2025.

Fiscal Consideration: N/A

Staff Recommendation: Presentation Only.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 6/12/2025

New -



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: June 5, 2025

MEETING DATE: June 16, 2025

FROM: Daniela Villarreal, Buyer II

DEPARTMENT: Purchasing

DIRECTOR: Maritza Magallan

Agenda Item: Consideration and action, if any, on the purchase of Pneumatic Shoring Equipment for the Fire Department from Metro Fire Apparatus Specialists from Houston, Texas in the amount of \$238,607.00 (BuyBoard Cooperative Purchasing Program #746-24). **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: Staff is requesting authorization to purchase pneumatic shoring equipment for the Fire Department in the amount of \$238,607.00 through BuyBoard Purchasing Cooperative Contract No. 746-24.

The pneumatic shoring equipment will be utilized on the new Heavy Rescue Truck authorized for purchase by the City Commission on October 21, 2024. This equipment will be utilized for motor vehicle accidents, heavy vehicle rescues, trench rescues, confined space rescues and structural collapses. Project No. 2425-01-515-P11-01.

Fiscal Consideration: Funds are budgeted as part of the FD's FY 2024-2025 Capital Outlay Budget.

Staff Recommendation: Staff recommends approval to purchase equipment

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Daniela Villarreal

Maritza Magallan

Pilar Rodriguez

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 6/5/2025

Approved - 6/9/2025

Approved - 6/10/2025

Approved - 6/13/2025

New -



17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote

#107539

Quote Date: 5/29/2025
Expires Date: 6/28/2025

Bill To: PILAR RODRIGUEZ
ACCOUNTS PAYABLE
118 SOUTH CAGE BLVD - 3RD FLOOR
PHARR TX 78577

Ship To: PILAR RODRIGUEZ
ACCOUNTS PAYABLE
118 SOUTH CAGE BLVD - 3RD FLOOR
PHARR TX 78577

Ordered By	Sales Rep	Entered By	Terms
PEDRO BUSTAMANTE	CESAR PEDRAZA	CESAR PEDRAZA	NET 30

FOB	Shipping Method	Contract Source
CUSTOMER	BEST WAY	BUYBOARD 746-24

Loc	Ord	UM	Item	Price	Ext. Price
	1	EA	PAR-22-796900 US&R RESCUE STRUT SYSTEM 36 STRUTS, 30EA. SWIVEL & RIGID BASES, 2EA. REGULATOR & DEAD MAN CONTROLLER INCLUDES 2EA 6' DEPLOY RAKER	\$159,360.00	\$159,360.00
	4	EA	PAR-22-796348 FLYING RAKER ADJUSTABLE BRACE MODEL B23	\$825.00	\$3,300.00
	1	EA	PAR-22-796260 ELEVATOR SUPPORT KIT	\$5,990.00	\$5,990.00
	2	EA	PAR-22-796810 BIPOD CONVERSION KIT	\$6,550.00	\$13,100.00
	1	EA	MET-ITEM PAR-22-796HSSK HIGH STRENGTH STRUCTURAL KIT	\$2,830.00	\$2,830.00
	4	EA	PAR-22-796680 COLUMN BASE	\$635.00	\$2,540.00
	17	EA	PAR-22-890522 3/8" AIR HOSE 32FT BLACK	\$115.00	\$1,955.00
	1	EA	MET-ITEM PAR-22-887106KG2 D/K CUSHION KIT G2	\$13,500.00	\$13,500.00
	32	EA	PAR-22-796P14 DOUBLE HEADED PICKET 1" X 40"	\$42.00	\$1,344.00
	2	EA	PAR-22-796685 MULTI CHAIN BASE	\$658.00	\$1,316.00
	1	EA	PAR-22-88D025KG3 MULTIFORCE LIFTING BAG, REMOTE PLACEMENT KIT	\$11,900.00	\$11,900.00
	4	EA	PAR-22-796136 6" X 6" STRUT CHANNEL BASE	\$185.00	\$740.00
	2	EA	PAR-22-796730 LONG SHORE 48-73" MODEL 406	\$1,565.00	\$3,130.00
	4	EA	PAR-22-796202 ACMETHREAD STRUT 37"-58"	\$775.00	\$3,100.00
	1	EA	PAR-22-796890K ELEVATOR SHAFT RESCUE KIT	\$3,299.00	\$3,299.00





17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote

#107539

Quote Date: 5/29/2025
Expires Date: 6/28/2025

Loc	Ord	UM	Item	Price	Ext. Price
	2	EA	PAR-22-796710 LONG SHORE 203	\$1,035.00	\$2,070.00
	6	EA	PAR-22-796140 HINGED BASE 6" X 6"	\$425.00	\$2,550.00
	1	EA	PAR-22-887005K RESCUE AIR CUSHIONS A/K CUSHION 6 TON	\$2,995.00	\$2,995.00

Subtotal	\$235,019.00
Shipping Cost	\$3,588.00
Tax Total (%)	\$0.00

Total	\$238,607.00
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Vendor Contract Information Summary

Vendor	Metro Fire Apparatus Specialists, Inc.
Contact	Andy King
Phone	713-692-0911
Email	aking@mfas.cm
Vendor Website	www.mfas.com
TIN	76-0598763
Address Line 1	17350 State Hwy 249 Ste 250
Vendor City	Houston
Vendor Zip	77064
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 Days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid and Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	Fire Service Apparatus Vehicles
Contract No.	746-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a \$1500 service fee
Return Policy	No returns on custom orders.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.A.

DATE SUBMITTED: June 12, 2025

MEETING DATE: June 16, 2025

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Maritza Magallan

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a Service Contract with ViaPlus from Carrollton, Texas for the Pharr International Bridge Toll Collection System . **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: The City of Pharr is need of a new Bridge Toll System and coordinating all efforts with ViaPlus, under a service agreement, the City has decided that Tecsidel will meet our short-term and long-term needs. The base proposal includes the implementation price for the refresh of the Back Office with the four (4) current operational lanes, including the additional functionality of Hazmat detection. The agreement will include our existing services for the tolling backoffice services. Implementation Cost \$ 3,007,516.32; 1yr. Operations & Maintenance \$427,862.02 (Project No. 2324-70-510-S26-28)

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 - 6/12/2025

Maritza Magallan

Approved - 6/12/2025

Luis Bazan

Approved - 6/13/2025

Hilda Pedraza

Approved - 6/13/2025

Ricardo Rodriguez

New -

Jamison Merrick

City Management Office

PHARR BRIDGE SYSTEM UPGRADE

PRICE PROPOSAL
JUNE 11, 2025

SYSTEM UPGRADE PRICE PROPOSAL

ViaPlus is pleased to submit our pricing proposal to Pharr. This pricing results from our analysis of the transaction information provided, the performance requirements outlined, and Pharr's goals for the system modernization program.

ViaPlus gathered this information during our meetings with the Pharr Bridge executive management, operational teams, Lane system vendor, and through discussions on the overall vision of the City of Pharr.

CONTINUED PARTNERSHIP

ViaPlus recognizes the critical role of collaboration in executing a successful project. We are confident that this proposal will enable the Pharr International Bridge to achieve both its current and future operational and strategic objectives. We sincerely appreciate the opportunity to present our pricing to the City of Pharr, and we look forward to working together to bring this exciting project to fruition.

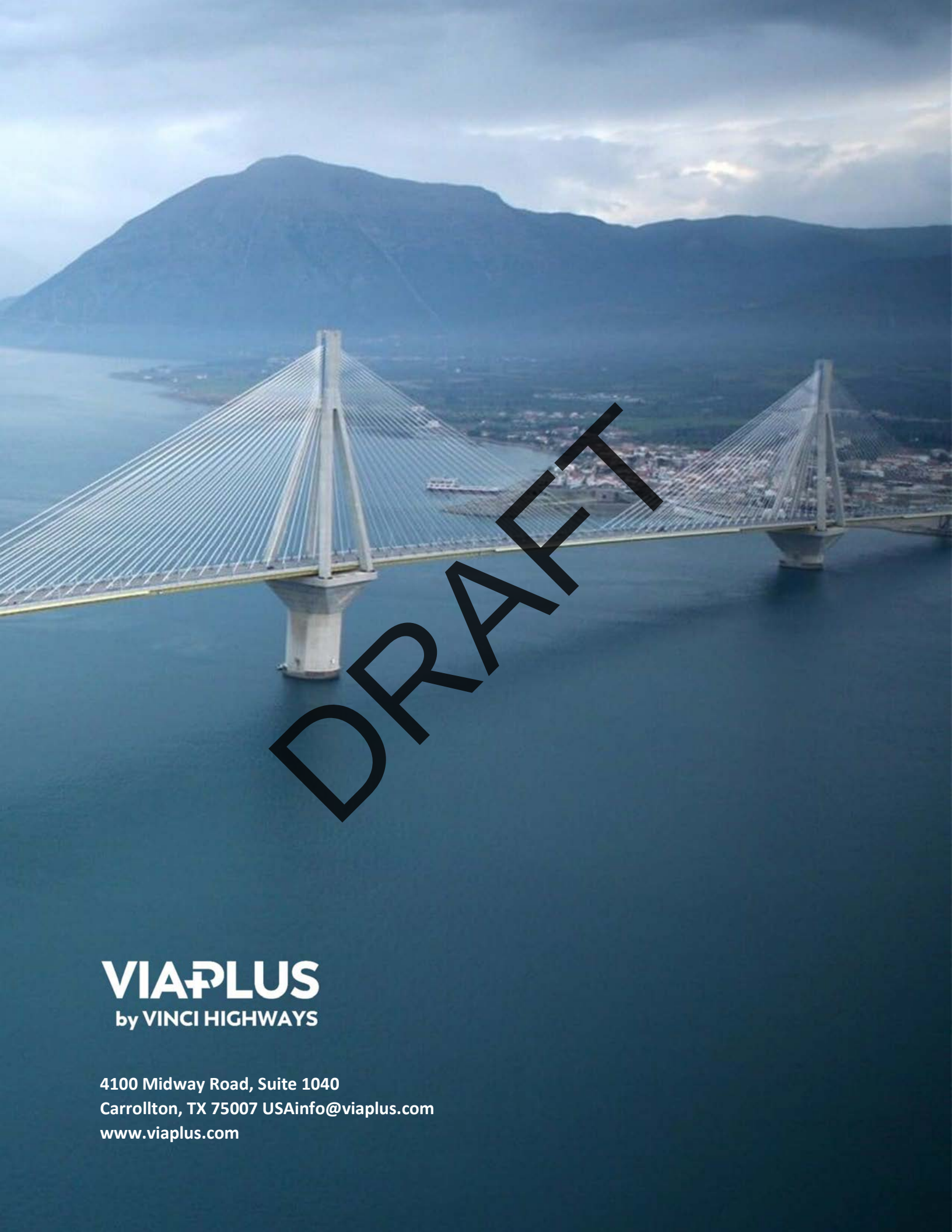
Sincerely,

Adrian Rincones

VIAPLUS, IN COLLABORATION WITH TECSIDEL

SYSTEM UPGRADE PRICE PROPOSAL

Type	Qty	Description	Unit Price	Line Total
One-Time	1	Base Proposal Cost (4) Four Lanes	\$2,082,547.69	\$2,082,547.69
One-Time	1	Equipping and operation of one (1) WideLoad (Oversized) lane	\$211,473.65	\$211,473.65
One-Time	4	Cost per equipping and operation of one (1) additional regular size lane	\$170,928.45	\$683,713.80
One-Time	1	Recommended Spare Equipment at Go Live (additional spares to be ordered on demand)	\$29,781.18	\$29,781.18
Recurring	1	Annual Maintenance Yr 1 Base Proposal (4) Lanes (Annual Cost Escalation 3%)	\$334,220.22	\$334,220.22
Recurring	5	Annual Maintenance Five (5) additional Lanes (1 WideLoad, 4 Regular Lanes, Annual Cost Escalation 3%)	\$18,728.36	\$93,641.80
Total Cost				\$3,435,378.34



VIAPLUS
by VINCI HIGHWAYS

4100 Midway Road, Suite 1040
Carrollton, TX 75007 USA info@viaplus.com
www.viaplus.com



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.B.

DATE SUBMITTED: June 11, 2025

MEETING DATE: June 16, 2025

FROM: Maria Rangel, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate the sale of real property located at 9901 S. Cage Blvd. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The U.S. Customs and Border Protection (CBP) is preparing to construct new border infrastructure as part of the "Gates and Gaps" project. CPB determined it is necessary to acquire 0.431-acres of City of Pharr property for their project. The parcel, known as RGV-WSL-1032, is located within the right-of-way of the International Bridge, just south of the levee. The appraised value for RGV-WSL-1032 is \$2,915.

Fiscal Consideration: The appraised value and just compensation for the property is \$2,915.00.

Staff Recommendation: Staff recommend accepting the offer for the property at the appraised value, as well as (1) ensuring the City of Pharr retains the right-of-way across lands acquired by the United States for border barrier purposes to the Riverside Lands and (2) exclusion of the City of Pharr's interest in the Pharr International Bridge.

Alternatives: Not sell the property to U.S. Customs and Border Protection. Be aware that the property may be condemned.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel
Kimberly Mendoza
Luis Bazan
Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 6/11/2025
Approved - 6/13/2025
Approved - 6/13/2025
New -

1200 Pennsylvania Avenue NW
Washington, DC 20229



**U.S. Customs and
Border Protection**

May 20, 2025

Ed Wylie
Deputy City Manager/EMC
City of Pharr
PO Box 1729
Pharr, TX 78577



Dear Mr. Wylie:

U.S. Customs and Border Protection (CBP) is preparing to construct new border infrastructure in Starr County, Texas within the U.S. Border Patrol's, Rio Grande Valley (RGV) Sector as part of CBP's "Gates and Gaps". This project includes the construction of non-contiguous border barrier, utilizing steel bollards, vehicle gates within the barrier, and roads.

You are receiving this letter because CBP has completed the initial site evaluations of your property and has determined it is necessary to acquire certain interests in your land in support of the project. Specifically, we have determined it is necessary to acquire the following real property: 0.431 acre of land, more or less, in fee, excluding subsurface water and mineral rights, while providing you access to any riverside lands. The enclosed Offer to Sell includes the estate to be acquired and associated metes and bounds legal description. This tract is identified as Tract Number RGV-WSL-1032. For your information, an aerial map showing the aforementioned tract is included. Also enclosed is a brochure generally describing the federal land acquisition process to be followed for this project based on the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Public Law 91-646.

By delivering this letter, the U.S. Government is initiating negotiations to purchase this interest in your land. In compliance with the Public Law 91-646, I am advising you that the amount established as just compensation for this property is **\$2,915.00**. This amount is based upon and is not less than the government's approved appraisal of the fair market value of the interest taken in this land. Fair market value has been judicially defined as the price the property would bring in a sale between a willing seller and a willing buyer, neither being obligated to act.

Our appraisal was made by a Texas State Certified General Real Estate Appraiser well qualified in the appraisal of agricultural lands using standard, nationally accepted valuation

techniques taking into consideration the value of the land, any improvements on the land, its location, and its highest and best use. The appraised amount does not take into consideration any relocation assistance payments you may be separately entitled to under Public Law 91-646. The appraiser determined that the highest and best use of the land is corridor use. Due to your cooperation in granting the Government a Right-of-Entry, the appraiser inspected the site. The basic approaches to value considered by appraisers may be classified under three headings: sales comparison, income, and cost. In the appraisal covering your property, the sales comparison approach was employed. The appraiser utilized sales which involved properties nearly comparable to this property as could be found in the general vicinity. These sales were adjusted on the basis of such factors as date, location, size, and improvements. After completion, the appraisal was reviewed and approved by a qualified review appraiser with many years of experience in evaluating real estate.

We look forward to speaking with you to discuss this critical border security project. While this project is executed by CBP, the U.S. Army Corps of Engineers (USACE) is assisting with the real estate planning and acquisition process. **A representative from the U.S. Army Corps of Engineers (USACE) will contact you shortly to continue discussions on behalf of CBP.** In the meantime, should you have any questions please contact Ms. Carla Luby, USACE Realty Specialist, 817-886-1143 or Carla.Luby@usace.army.mil. We appreciate your support and hope to answer any questions you might have.

Sincerely,



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

Enclosures

CM: #####

RM

Tract No.: RGV-WSL-1032

DEPARTMENT OF THE ARMY
OFFER TO SELL REAL PROPERTY

Project: Gates and Gaps

Tract No.: RGV-WSL-1032

Contract No.: DACW63-6-25-_____

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America and its assigns, the following described land, improvements, and appurtenances, located in the County of Hidalgo, State of Texas, bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof, in fee simple title as described in Exhibit "B" attached hereto and made a part of; subject to the following exceptions and rights outstanding in third parties:

The Vendor reserves only the following rights and interests in the above described property (namely):

The terms and conditions of this offer are as follows:

(1) The vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or electronically transmitting a notice of acceptance to the Vendor at the address stated below, at any time within THIRTY (30) days from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay to the Vendor of the said land the sum of _____ DOLLARS (\$ _____), payable on the acceptance of this offer and approval by the United States of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns, in fee simple, free and clear from all liens and encumbrances, except those specifically excepted or reserved, above.

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence.

(4) The Vendor agrees to satisfy of record at or before the transfer of title, all encumbrances and special assessments which are a lien against the land, as the United States may require, and to pay the pro rata portion of all taxes on the property which are allocable to a period prior to and including the date of vesting title in The United States, or the effective date of possession of such real property by the United States, whichever is the earlier, and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; and that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver a general warranty deed to the United States and obtain and record such other curative evidence of title as may be required by the United States.

(5) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said land in the name of the United States by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said land; agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the compensation for the land and shall be pro-rated among all persons having an interest in this property as their respective interests may appear; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for payment for the right of occupancy and use hereinafter provided for in paragraph 7.

(6) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative or until the right of occupancy and use of the land, as herein below provided for, has been exercised by the United States; and, in the event that such loss or damage occurs before the risk of loss has passed to the United States, the United States may, without

liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(7) The Vendor hereby grants to the United States the right of immediate occupancy and use of the land for any purpose whatsoever from and after the acceptance by the United States of this offer until such time as said land is conveyed to the United States and, upon demand, the Vendor will immediately vacate the property and deliver possession to the United States.

(8) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interest of such spouse therein.

(9) The Vendor represents and it is a condition of acceptance of this offer that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall be not construed to extend to any agreement if made with a corporation for its general benefit.

(10) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(11) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

SIGNED, SEALED, AND DELIVERED this _____ day of _____, 20____.

By: Ed Wylie, Deputy City Manager

Tract No.: RGV-WSL-1032

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:

(Name and Address)

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date: _____

The offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.

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

Exhibit "A"

Border Infrastructure Project Department of Homeland Security Customs and Border Protection Proposed Acquisition of Tract RGV-WSL-1032 Property Description

County: Hidalgo
Grantor: City of Pharr
Acreage: 0.431

Being a 0.431 of one acre (18,781 square feet) parcel of land, being out of the Juan José Hinojosa Survey, Abstract No. 40, Hidalgo County, Texas, being out of Porcion 69, being out of a called 1.89 acre tract conveyed to the City of Pharr by Warranty Deed recorded in Volume 2625, Page 589, Deed Records of Hidalgo County, Texas and being out of a called 8.11 acre tract conveyed to the City of Pharr by Warranty Deed recorded in Volume 2536, Page 848, Deed Records of Hidalgo County, Texas ("Tract II"), said parcel of land being more particularly described by metes and bounds as follows;

Commencing at a set PK nail in asphalt, said point being in the east line of the 8.11 acre tract, said point being within the right-of-way of Pharr International Bridge, said point having the coordinates of N=16556412.356, E=1082051.823;

Thence: N 08-38-00 E (S 08-38-00 W, Record), with the east line of the 8.11 acre tract, over and across the right-of-way of Pharr International Bridge, for a distance of 50.00' to a set PK nail in asphalt for the **Place of Beginning** and southeast corner of Tract RGV-WSL-1032, said point being in the east line of the 8.11 acre tract, said point being within the right-of-way of Pharr International Bridge, said point having the coordinates of N=16556461.789, E=1082059.328;

Thence: N 81-11-44 W, over and across the 8.11 acre tract and the right-of-way of Pharr International Bridge, passing at 70.00' the west line of the 8.11 acre tract and the east line of the 1.89 acre tract, continuing for a total distance of 139.71' to a set 5/8" rebar with a "MDS" aluminum disk capped survey marker stamped with the following description: "RGV-WSL-1026-1-3=1032-2" for the southwest corner of Tract RGV-WSL-1032, said point being in the west line of the 1.89 acre tract and the east line of a called 67.10 acre tract conveyed to Gilbert F. Vela and Vela Family Trust utd 9/15/1994 by Deed of Partition recorded in Instrument No. 2014-2479384, Official Records of Hidalgo County, Texas ("Exhibit D, Tract I");

Thence: N 08-30-15 E (N 08-38-00 E, Record), with west line of the 1.89 acre tract and the east line of the 67.10 acre tract, passing at 107.37' the southwest corner of the river levee right-of-way conveyed to the United States of America by Easement Deed recorded in Volume 432, Page 450, Deed Records of Hidalgo County, Texas ("89-H"), continuing for a total distance of 134.01' to a point for the northwest corner of Tract RGV-WSL-1032, said point being at the

northwest corner of the 1.89 acre tract, the northeast corner of the 67.10 acre tract and the southeast corner of the river levee right-of-way conveyed to the United States of America by Easement Deed recorded in Volume 431, Page 475, Deed Records of Hidalgo County, Texas ("90-H"), said point being in the west line of the "89-H" river levee right-of-way, the south right-of-way line of Doffin Canal Road and the south line of a tract of land conveyed to Hidalgo County Water Improvement District No. Two by Warranty Deed recorded in Volume 120, Page 531, Deed Records of Hidalgo County, Texas ("Canals and Laterals Tract"), said point bears S 14-08-22 W, a distance of 124.34' from United States Army Corps of Engineers Control Point No. 109;

Thence: S 81-25-47 E (S 81-22-00 E, Record), with the north line of the 1.89 acre tract, the south right-of-way line of Doffin Canal Road and the south line of the Canals and Laterals tract, over and across the "89-H" river levee right-of-way, passing at 70.00' the northeast corner of the 1.89 acre tract and the northwest corner of the 8.11 acre tract, continuing for a total distance of 140.01' to a point for the northeast corner of Tract RGV-WSL-1032, said point being at the northeast corner of the 8.11 acre tract and a southerly interior corner of the Canals and Laterals tract, said point being within the "89-H" river levee right-of-way and the right-of-way of Pharr International Bridge;

Thence: S 08-38-00 W (S 08-38-00 W, Record), with the east line of the 8.11 acre tract and a westerly line of the Canals and Laterals tract, over and across the "89-H" river levee right-of-way and the right-of-way of Pharr International Bridge, passing at 26.45' the south line of the "89-H" river levee right-of-way and a southerly corner of the Canals and Laterals tract, continuing for a total distance of 134.58' to the **Place of Beginning**.

Note: All bearings, distances and coordinates are referenced to the Texas State Plane Coordinate System, South Zone grid (SPCS 4205) NAD'83. Values may be converted to ground values using a combined scale factor of 1.000040000.

Prepared Date 4/9/2019

Revision Date 7/18/2019

Signed _____

MDS Land Surveying Company, Inc.
Jeff Boerner, R.P.L.S. No. 4939



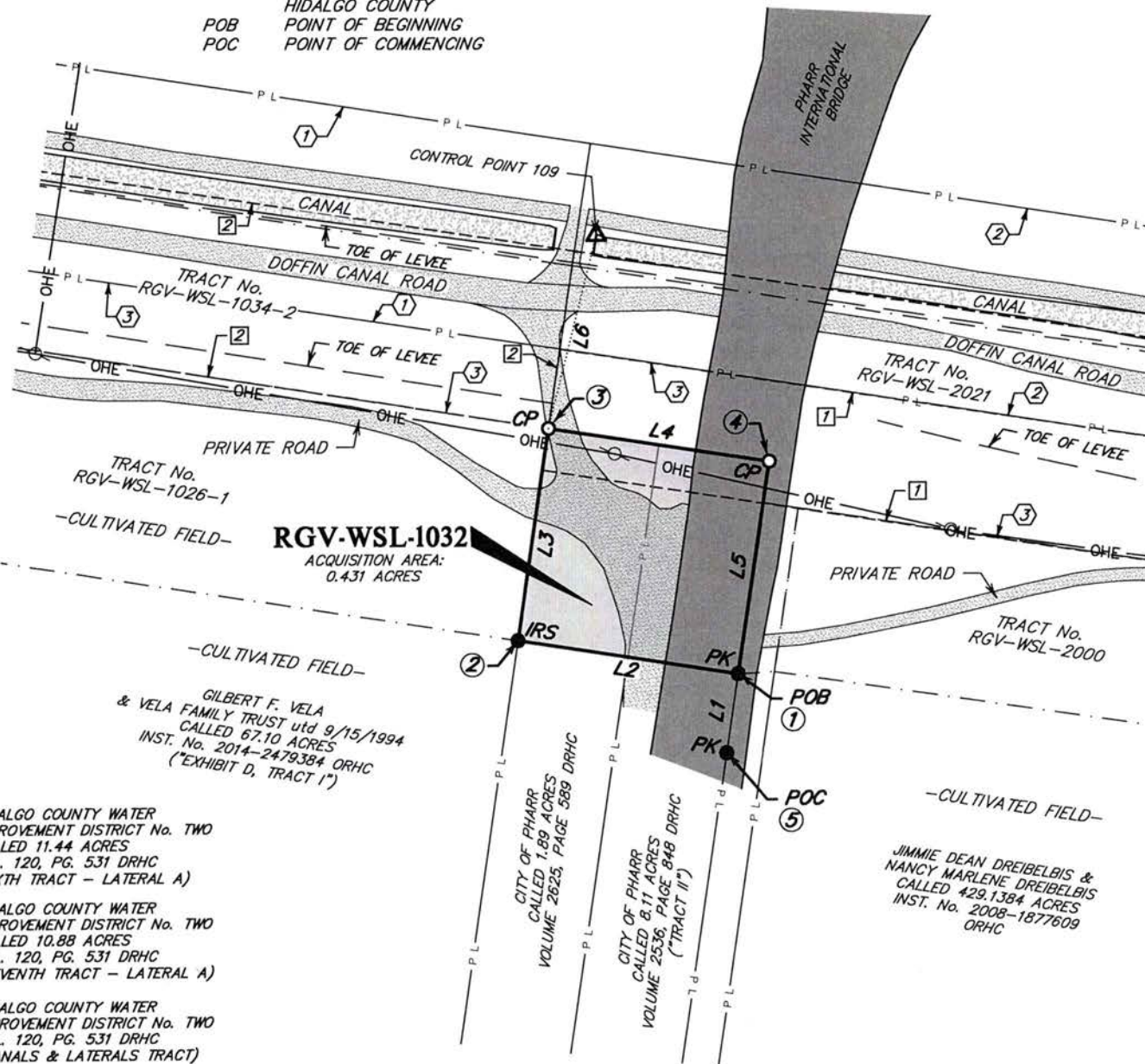
LEGEND

- IRS 5/8" REBAR W/ "MDS" CAP SET
- PK PK NAIL SET
- C/P CALCULATED POINT
- △ CONTROL POINT
- POWER POLE

- ACQUISITION AREA BOUNDARY
- - - ADJOINING ACQUISITION LINE
- - - LEVEE EASEMENT
- P L — PROPERTY LINE
- OHE — OVERHEAD ELECTRIC
- DRHC DEED RECORDS OF HIDALGO COUNTY INSTRUMENT NUMBER
- ORHC OFFICIAL RECORDS OF HIDALGO COUNTY
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING



SCALE: 1" = 100'



- ① HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. TWO CALLED 11.44 ACRES VOL. 120, PG. 531 DRHC (SIXTH TRACT - LATERAL A)
- ② HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. TWO CALLED 10.88 ACRES VOL. 120, PG. 531 DRHC (SEVENTH TRACT - LATERAL A)
- ③ HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. TWO VOL. 120, PG. 531 DRHC (CANALS & LATERALS TRACT)

GILBERT F. VELA & VELA FAMILY TRUST dtd 9/15/1994 CALLED 67.10 ACRES INST. No. 2014-2479384 ORHC ("EXHIBIT D, TRACT I")

JIMMIE DEAN DREIBELBIS & NANCY MARLENE DREIBELBIS CALLED 429.1384 ACRES INST. No. 2008-1877609 ORHC

MDS LAND SURVEYING COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION No. 10019600
729 SIDNEY BAKER, SUITE B • KERRVILLE, TX 78028 • 830-816-1818

① UNITED STATES OF AMERICA LEVEE EASEMENT VOLUME 432, PAGE 450 DRHC ("B9-H")

② UNITED STATES OF AMERICA LEVEE EASEMENT VOLUME 431, PAGE 475 DRHC ("90-H")

METES & BOUNDS SURVEY
CITY OF PHARR
TRACT No. RGV-WSL-1032

HIDALGO COUNTY

TEXAS

Mark	Description	Date	Appr.
1	Revisions made	7/18/19	

CONTRACT NO.: W8127S-14-D-0013
T.O.: W45XMA815779870001

BY	DATE
Drawn LMK	4/19
Checked LMK	4/19
Surveyor JDB	4/19
Fid.Bk. #	18RGVH-T1-M1
TEXAS LICENSED SURVEYING FIRM	
B&F ENGINEERING, INC.	
NO. 10193942	

B&F ENGINEERING, INC.
828 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2366
(FAX) 501-767-6859
(EMAIL) info@bnfeng.com

US Army Corps of Engineers

Drawing Ref. No. SHEET 3 OF 5

LINE	BEARING	DISTANCE	REC-BEARING	REC-DISTANCE
L1	N 08°38'00" E	50.00'	S 08°38'00" W	N/A
L2	N 81°11'44" W	139.71'	N/A	N/A
L3	N 08°30'15" E	134.01'	N 08°38'00" E	N/A
L4	S 81°25'47" E	140.01'	S 81°22'00" E	N/A
L5	S 08°38'00" W	134.58'	S 08°38'00" W	N/A
L6	S 14°08'22" W	124.34'	N/A	N/A

COORDINATE TABLE

MONUMENT No.	NORTHING	EASTING	MONUMENT NAME
1	16556461.789	1082059.328	RGV-WSL-1032-1
2	16556483.173	1081921.269	RGV-WSL-1026-1-3=1032-2
3	16556615.705	1081941.086	RGV-WSL-1026-1-2=1032-3
4	16556594.840	1082079.530	RGV-WSL-1032-4
5	16556412.356	1082051.823	POC-RGV-WSL-1032

NOTES:

1. THE BEARINGS, DISTANCES, AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCED TO NAD83 (2011), TX SOUTH ZONE (4205), US SURVEY FEET, USING THE CORS (2011) ADJUSTMENT. THE DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND MAY BE CONVERTED TO GROUND (SURFACE) USING THE TXDOT COUNTY PUBLISHED COMBINED SCALE FACTOR OF 1.000040000 (E.G. GRID X 1.000040000 = SURFACE).
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EQUAL DATE WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY PLAT.
3. THE SQUARE FOOTAGE TOTAL RECITED HEREIN IS BASED ON MATHEMATICAL CALCULATIONS AND SUBJECT TO THE RULES OF ROUNDING AND SIGNIFICANT NUMBERS.
4. THE REMAINING ACREAGE OF THE PARENT TRACT WAS CALCULATED FROM THE RECORDED INSTRUMENTS AND IS NOT BASED ON FIELD DIMENSIONS.
5. FIELD SURVEY COMPLETED 09/12/2018.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. MDS LAND SURVEYING COMPANY, INC. HAS PROVIDED THESE SURVEY SERVICES TO THE CORPS OF ENGINEERS AS A SUBCONSULTANT TO B&F ENGINEERING, INC., THE PRIME CONSULTANT. THE CORPS' CONTRACTING OFFICER'S REPRESENTATIVE IS STEPHEN CORLEY, RPLS (817) 886-1143.
8. LONE STAR 811 UTILITY LOCATE REQUEST WAS SUBMITTED FOR THIS SURVEY ON OCTOBER 5, 2018 (TICKET NO. 582715123).



ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION No. 10019600
729 SIDNEY BAKER, SUITE B • KERRVILLE, TX 78028 • 830-816-1818

METES & BOUNDS SURVEY
CITY OF PHARR
TRACT No. RGV-WSL-1032

HIDALGO COUNTY

TEXAS

Mark	Description	Date	Appr.
1	Revisions made	7/18/18	

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BY	DATE
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Checked LMK	4/19
Surveyor JDB	4/19
Fld.Bk. #	18RGVH-T1-M1
TEXAS LICENSED SURVEYING FIRM B&F ENGINEERING, INC. NO. 10183942	

B&F ENGINEERING, INC.
928 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2366
(FAX) 501-767-8859
(EMAIL) info@bnfeng.com



Drawing Ref. No.
SHEET 4 OF 5



SCALE: 1" = 600'

0 600 1200



PLAT SHOWING A 0.431 OF ONE ACRE (18,781 SQUARE FEET) PARCEL OF LAND, MORE OR LESS, BEING OUT OF THE JUAN JOSE HINOJOSA SURVEY, ABSTRACT NO. 40, HIDALGO COUNTY, TEXAS, BEING OUT OF PORCION 69, BEING OUT OF A CALLED 1.89 ACRE TRACT CONVEYED TO THE CITY OF PHARR BY WARRANTY DEED RECORDED IN VOLUME 2625, PAGE 589, DEED RECORDS OF HIDALGO COUNTY, TEXAS AND BEING OUT OF A CALLED 8.11 ACRE TRACT CONVEYED TO THE CITY OF PHARR BY WARRANTY DEED RECORDED IN VOLUME 2536, PAGE 848, DEED RECORDS OF HIDALGO COUNTY, TEXAS ("TRACT II").

① HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. TWO CALLED 11.44 ACRES VOL. 120, PG. 531 DRHC (SIXTH TRACT - LATERAL A)

② HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. TWO CALLED 10.88 ACRES VOL. 120, PG. 531 DRHC (SEVENTH TRACT - LATERAL A)

③ HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. TWO VOL. 120, PG. 531 DRHC (CANALS & LATERALS TRACT)

GILBERT F. VELA
& VELA FAMILY TRUST utd 9/15/1994
CALLED 67.10 ACRES
INST. No. 2014-2479384 ORHC
("EXHIBIT D, TRACT I")

CITY OF PHARR
CALLED 1.89 ACRES
VOLUME 2625, PAGE 589 DRHC
[REMAINING AREA: 1.635 ACRES]

ANDRES E. CHAVEZ, JR.
& ESTHER CHAMPION CHAVEZ
CALLED 90.67 ACRES
No. 2008-1853425 ORHC
(SAVE & EXCEPT CITY OF PHARR TRACT VOL. 2810, PG. 920)

CITY OF PHARR
CALLED 7.06 ACRES
VOLUME 2810, PAGE 920 DRHC
("TRACT I")

VICTORIA V. MARTINEZ,
INDEPENDENT EXECUTOR, ET AL
CALLED 5.05 ACRES
INST. No. 2014-2479384 ORHC
("EXHIBIT A,
SAVE & EXCEPT TRACT")

CITY OF PHARR
CALLED 8.11 ACRES
VOLUME 2536, PAGE 848 DRHC
("TRACT II")
[REMAINING AREA: 7.894 ACRES]

JIMMIE DEAN DREIBELBIS &
NANCY MARLENE DREIBELBIS
CALLED 429.1384 ACRES
INST. No. 2008-1877609
ORHC

I, JEFF BOERNER, TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR No. 4939, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN THE STATE OF TEXAS; AS PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.

JEFF BOERNER

R.P.L.S. # 4939

7/18/2019
DATE

MDS LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC

TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION No. 10019600
729 SIDNEY BAKER, SUITE B • KERRVILLE, TX 78028 • 830-816-1818



Drawing Ref. No.
SHEET 5 OF 5

METES & BOUNDS SURVEY
CITY OF PHARR
TRACT No. RGV-WSL-1032

HIDALGO COUNTY

TEXAS

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CONTRACT NO.: W9127S-14-D-0013
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Drawn LMK	4/19
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Fld.Bk. #	18RGVH-T1-M1
TEXAS LICENSED SURVEYING FIRM B&F ENGINEERING, INC. NO. 10193942	

B&F
ENGINEERING, INC.
928 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2366
(FAX) 501-767-5859
(EMAIL) info@bnfeng.com

US Army Corps
of Engineers

Exhibit "B"

Hidalgo County, Texas

Tract: RGV-WSL-1032

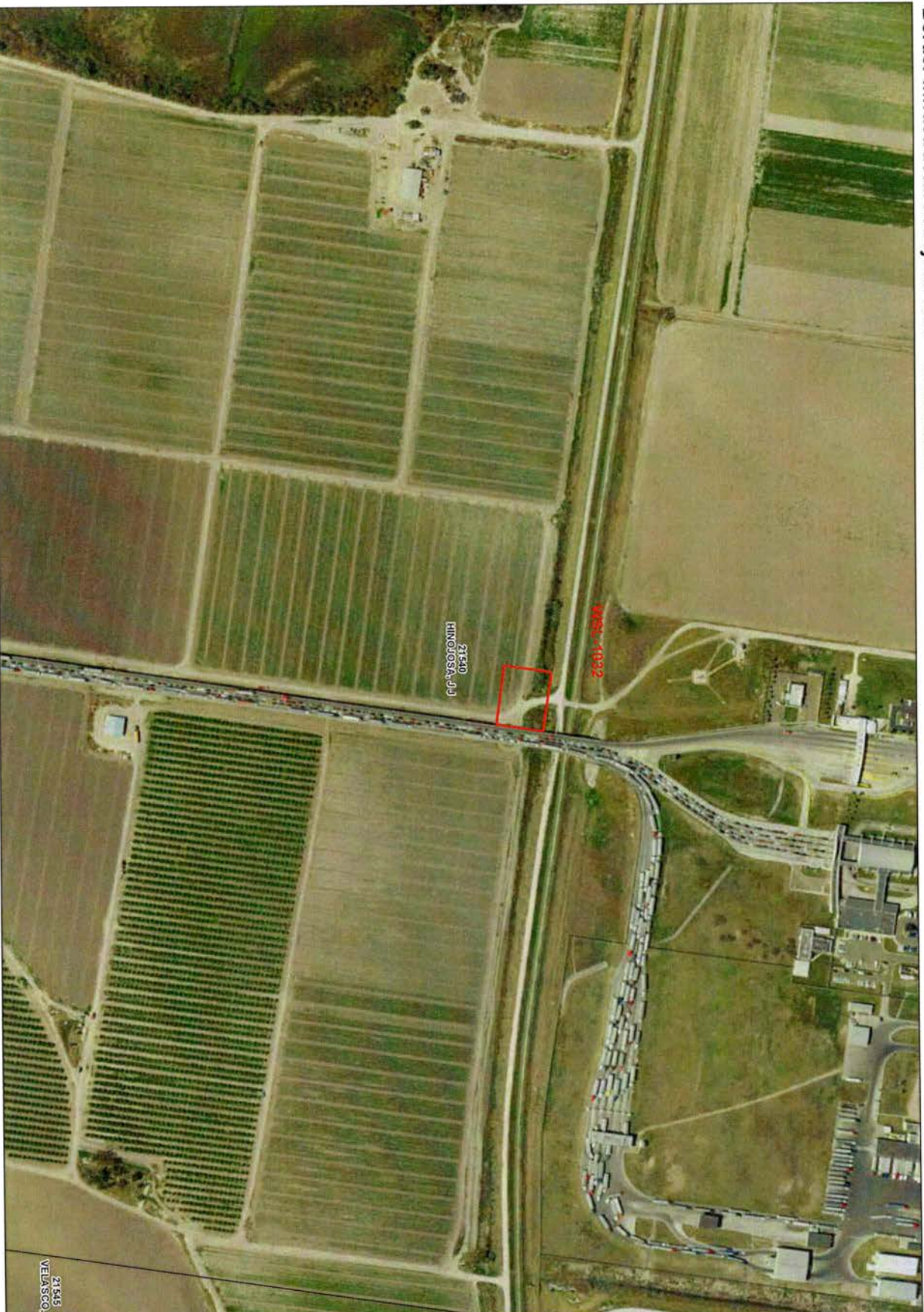
Owner: City of Pharr, a Home Rule Municipal Corporation

Acres: 0.431

The estate acquired is fee simple, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to the mineral interests of third parties; excepting and reserving to the Grantor all interests in minerals and appurtenant rights for the exploration, development, production and removal of said minerals;

Reserving to the owner, the City of Pharr, of Warranty Deed, Volume 2625, Page 589, Official Records, Hidalgo County, Texas, reasonable access to and from the owners' lands lying between the Rio Grande River and the border barrier through opening(s) or gate(s) in the border barrier between the westernmost mark labeled "Beginning" and easternmost mark labeled "Ending" depicted on the map below;

Excepting and excluding all interests in water rights and water distribution and drainage systems, if any, provided that any surface rights arising from such water rights or systems are subordinated to the United States' construction, operation, and maintenance of the border barrier.



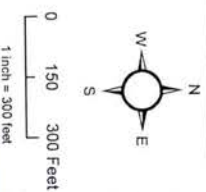
Legend

- XXXX Proposed Project Area
- XXXX Parent Tracts for Surveying Purposes
- XXXX OTLS

CITY OF PHARR

Reference

County ID	Tracts
0	WSL-1032



WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that is exempt from public release under the provisions of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, distributed, and disposed of in accordance with the provisions of the Information Act (5 U.S.C. 552). Information contained herein is not to be released to any public or other personnel who do not have a valid 'need to know' without prior approval of an authorized official.

Border Infrastructure
Project

RGV-04

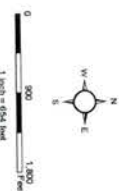
WSL-1000-2021



Hidalgo County,
Texas

Legend

-  Tracts
-  ParentTracts



April 20, 2020



Form

W-9(Rev. November 2017)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**Print or type.
See Specific Instructions on page 3.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.☐ Individual/sole proprietor or single-member LLC☐ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☐ Other (see Instructions) ►**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code**7** List account number(s) here (optional)**Part I Taxpayer Identification Number (TIN)**Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.**Social security number**

[] [] [] - [] [] - [] [] [] []

or

Employer identification number

[] [] [] - [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.**Sign
Here**Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



U.S. Department of Transportation
Federal Highway Administration



ACQUISITION

ACQUIRING REAL PROPERTY FOR FEDERAL AND FEDERAL-AID PROGRAMS AND PROJECTS



R

Office of Real Estate Services

June 2005
Revised November 2018
Publication FHWA-HEP-19-010

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Cover Photos (top to bottom)

Large: Skyline-123RF/galiptynutz, Bicycle-123RF/joyfuldesigns

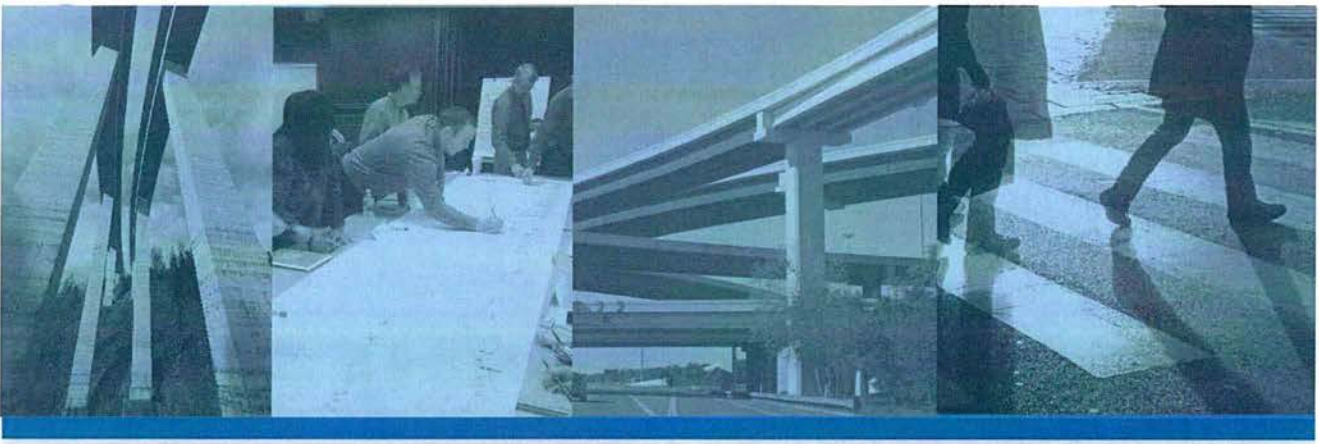
Small inset: Construction worker-Volpe Center, City flyover-123RF/abbit5123, Road to mountains-Lstock, Highway overpass-123RF/pengyou91, Planners-Volpe Center, Crosswalk-Volpe Center

INTRODUCTION

Government programs designed to benefit the public often result in acquisition of private property and, sometimes, in the displacement of people from their residences, businesses or farms. Acquisition of this kind has long been recognized as a right of government and is known as the power of eminent domain. The Fifth Amendment of the Constitution states that private property shall not be taken for public use without just compensation.

To provide uniform and equitable treatment for persons whose property is acquired for public use, Congress passed the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and amended it in 1987. This law, called the Uniform Act, is the foundation for the information discussed in this brochure.

Revised rules for the Uniform Act were published in the Federal Register on January 4, 2005. The rules are reprinted each year in the Code of Federal Regulations (CFR), Title 49, Part 24. All Federal, State and local government agencies, as well as others receiving Federal financial assistance for public programs and projects, that require the acquisition of real property, must comply with the policies and provisions set forth in the Uniform Act and the regulation.



Photos (left to right): Bridges–123RF/ginasanders, Planner–Volpe Center, Four overpasses–123RF/josiephos, Crosswalk–123RF/pinkbadger

The acquisition itself does not need to be federally-funded for the rules to apply. If Federal funds are used in any phase of the program or project, the rules of the Uniform Act apply. The rules encourage acquiring agencies to negotiate with property owners in a prompt and amicable manner so that litigation can be avoided.

This brochure explains your rights as an owner of real property to be acquired for a federally-funded program or project. The requirements for relocation assistance are explained in a brochure entitled *Relocation, Your Rights and Benefits as a Displaced Person under the Federal Relocation Assistance Program*.

Acquisition and relocation information can be found on the Federal Highway Administration Office of Real Estate Services website:

https://www.fhwa.dot.gov/real_estate/index.cfm

The agency responsible for the federally-funded program or project in your area will have specific information regarding your acquisition. Please contact the sponsoring agency to receive answers to your specific questions.

IMPORTANT TERMS USED IN THIS BROCHURE

Acquisition

Acquisition is the process of acquiring real property (real estate) or some interest therein.

Agency

An agency can be a government organization (Federal, State, or local), a non-government organization (such as a utility company), or a private person using Federal financial assistance for a program or project that acquires real property or displaces a person.

Appraisal

An appraisal is a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Condemnation

Condemnation is the legal process of acquiring private property for public use or purpose through the agency's power of eminent domain. Condemnation is usually not used until all attempts to reach a mutually satisfactory agreement through negotiations have failed. An agency then goes to court to acquire the needed property.

Easement

In general, an easement is the right of one person to use all or part of the property of another person for some specific purpose. Easements can be permanent or temporary (i.e.,

limited to a stated period). The term may be used to describe either the right itself or the document conferring the right. Examples are: permanent easement for utilities, permanent easement for perpetual maintenance of drainage structures, and temporary easement to allow reconstruction of a driveway during construction.

Eminent Domain

Eminent domain is the right of government to take private property for public use. In the U.S., just compensation must be paid for private property acquired for federally-funded programs or projects.

Fair Market Value

Fair market value is market value that has been adjusted to reflect constitutional and other legal requirements for public acquisition.

Interest

An interest is a right, title, or legal share in something. People who share in the ownership of real property have an interest in the property.

Just Compensation

Just compensation is the price an agency must pay to acquire real property. An agency official must make the estimate of just compensation to be offered to you for the property needed. That amount may not be less than the amount established in the approved appraisal report as the fair market value for your property. If you and the agency cannot agree on the amount of just compensation to be paid for the property needed, and it becomes necessary for the agency to use the condemnation process, the amount determined by the court will be the just compensation for your property.

Lien

A lien is a charge against a property in which the property is the security for payment of a debt. A mortgage is a lien. So are taxes. Customarily, liens must be paid in full when the property is sold.

Market Value

Market value is the sale price that a willing and informed seller and a willing and informed buyer agree to for a property.

Negotiation

Negotiation is the process used by an agency to reach an amicable agreement with a property owner for the acquisition of needed property. An offer is made for the purchase of property in person, or by mail, and the offer is discussed with the owner.

Person

A person is an individual, partnership, corporation, or association.

Personal Property

In general, personal property is property that can be moved. It is not permanently attached to, or a part of, the real property. Personal property is not to be included and valued in the appraisal of real property.

Program or Project

A program or project is any activity or series of activities undertaken by an agency where Federal financial assistance is used in any phase of the activity.

In general, personal property is property that can be moved. It is not permanently attached to, or a part of, the real property. Personal property is not to be included and valued in the appraisal of real property.

Real Property or Real Property Interest

Any interest in land and any improvements thereto, including fee and less-than-fee interests such as, temporary and permanent easements, air or access rights, access control, options, and other contractual rights.

Waiver Valuation

The term waiver valuation means an administrative process for estimating fair market value for relatively low-value, non-complex acquisitions. A waiver valuation is prepared in lieu of an appraisal.

PROPERTY APPRAISAL

An agency determines what specific property needs to be acquired for a public program or project after the project has been planned and government requirements have been met.



Photo: 123RF/michaelstock

If your property, or a portion of it, needs to be acquired, you, the property owner, will be notified as soon as possible of (1) the agency's interest in acquiring your property, (2) the agency's obligation to secure any necessary appraisals, and (3) any other useful information.

When an agency begins the acquisition process, the first personal contact with you, the property owner, should be no later than during the appraisal of the property.



Photo: 123RF/pinkbadger

An appraiser will contact you to make an appointment to inspect your property. The appraiser is responsible for determining the initial fair market value of the property. The agency will have a review appraiser study and recommend

approval of the appraisal report used to establish the just compensation to be offered to you for the property needed.

You, or a representative that you designate, will be invited to accompany the appraiser when the appraiser inspects your property. You can point out any unusual or hidden features of the property that the appraiser could overlook. At this time, you should advise the appraiser if any of these conditions exist:

- There are other persons who have ownership or interest in the property.
- There are tenants on the property.
- Items of real or personal property that belong to someone else are located on your property.
- The presence of hazardous material, underground storage or utilities.

This is your opportunity to tell the appraiser about anything relevant to your property, including other properties in your area that have recently sold.

The appraiser will inspect your property and note its physical characteristics. He or she will review sales of properties like yours to compare the facts of those sales with the facts about your property. The appraiser will analyze all elements that affect value.



Photo: iStock/Paul Wilkinson

The appraiser must consider normal depreciation and physical deterioration that has taken place. By law, the appraiser must disregard the influence of the future public project on the value of the property. This requirement may be partially responsible for any difference in the fair market value and market value of your property.

The appraisal report will describe your property and the agency will determine a value based on the condition of the property on the day that the appraiser last inspected it, as compared with other similar properties that have sold.

JUST COMPENSATION

Once the appraisal of fair market value is complete, a review appraiser from the agency will review the report to ensure that all applicable appraisal standards and requirements are met. When they are, the review appraiser will give the agency the approved appraisal to use in determining the amount of just compensation to be offered for your real property. This amount will never be less than the fair market value established by the approved appraisal.



If the agency is only acquiring a part of your property, there may be damages or benefits to your remaining property. Any allowable damages or benefits will be reflected in the just compensation amount. The agency will prepare a written offer of just compensation for you when negotiations begin.

Buildings, Structures and Improvements

Sometimes buildings, structures, or other improvements are located on the property to be acquired. If they are real property, the agency must offer to acquire at least an equal interest in them if they must be removed or if the agency determines that the improvements will be adversely affected by the public program or project.

An improvement will be valued as real property regardless of who owns it.

Tenant-Owned Buildings, Structures and Improvements

Sometimes tenants lease real property and build or add improvements for their use. Frequently, they have the right or obligation to remove the improvements at the expiration of the lease term. If, under State law, the improvements are considered to be real property, the agency must make an offer to the tenants to acquire these improvements as real property.

To be paid for these improvements, the tenant-owner must assign, transfer, and release to the agency all right, title, and interest in the improvements. Also, the owner of the real property on which the improvements are located must disclaim all interest in the improvements.

For an improvement, just compensation is the amount that the improvement contributes to the fair market value of the whole property, or its value for removal from the property (salvage value), whichever amount is greater.

A tenant-owner can reject payment for the tenant-owned improvements and obtain payment for his or her property interests in accordance with other applicable laws. The agency cannot pay for tenant-owned improvements if such payment would result in the duplication of any other compensation otherwise authorized by law.

If improvements are considered personal property under State law, the tenant-owner may be reimbursed for moving them under the relocation assistance provision.

The agency will personally contact the tenant-owners of improvements to explain the procedures to be followed. Any payments must be in accordance with Federal rules and applicable State laws.

EXCEPTIONS TO THE APPRAISAL REQUIREMENT

The Uniform Act requires that all real property to be acquired must be appraised, but it also authorizes waiving that requirement for low value acquisitions.

Regulations provide that the appraisal may be waived:

- If you elect to donate the property and release the agency from the obligation of performing an appraisal; or
- If the agency believes the acquisition of your property is uncomplicated and a review of available data supports a fair market value likely to be \$10,000 or less, the agency may prepare a waiver valuation, rather than an appraisal, to estimate your fair market value.

If the agency believes the acquisition of your property is uncomplicated and a review of available data supports a fair market value likely to be over \$10,000 but less than \$25,000, the agency may prepare a waiver valuation rather than an appraisal to estimate your fair market value. However, if you elect to have the agency appraise your property, it will obtain an appraisal.

THE WRITTEN OFFER

After the agency approves the just compensation offer, it will begin negotiations with you or your designated representative by delivering the written



Photo: Volpe Center

offer of just compensation for the purchase of the real property. If practical, this offer will be delivered in person by a representative of the agency. Otherwise, the offer will be made by mail and followed up with a contact in person or by telephone. All owners of the property with known addresses will be contacted unless they collectively have designated one person to represent their interests.

An agency representative will explain agency acquisition policies and procedures in writing, either by use of an informational brochure, or in person.

The agency's written offer will consist of a written summary statement that includes all the following information:

- The amount offered as just compensation.
- The description and location of the property and the interest to be acquired.
- The identification of the buildings and other improvements that are part of the real property.

The offer may list items of real property that you may retain and remove from the property and their retention values. If you decide to retain any or all of these items, the offer will be reduced by the value of the items retained. You will be responsible for removing the items from the property in a timely manner. The agency may elect to withhold a portion of the remaining offer until the retained items are removed from the property.

Any separately held ownership interests in the property, such as tenant-owned improvements, will be identified by the agency.

The agency may negotiate with each person who holds a separate ownership interest, or may negotiate with the primary owner and prepare a check payable jointly to all owners.

The agency will give you a reasonable amount of time to consider the written offer and ask questions or seek clarification of anything that is not understood.

If you believe that all relevant material was not considered during the appraisal, you may present such information at this time. Modifications in the proposed terms and conditions of the purchase may be requested. The agency will consider any reasonable requests that are made during negotiations.

Partial Acquisition

Often an agency does not need all the property you own. The agency will usually purchase only what it needs.

If the agency intends to acquire only a portion of the property, the agency must state the amount to be paid for the part to be acquired.

In addition, an amount will be stated separately for damages, if any, to the portion of the property you will keep.

If the agency determines that the remainder property will have little or no value or use to you, the agency will consider this remainder to be an uneconomic remnant and will offer to purchase it. You have the option of accepting the offer for purchase of the uneconomic remnant or keeping the property.

Agreement Between You and the Agency

When you reach agreement with the agency on the offer, you will be asked to sign an option to buy, a purchase agreement, an easement, or some form of deed prepared by the agency. Your signature will affirm that you and the agency agree concerning the acquisition of the property, including terms and conditions.

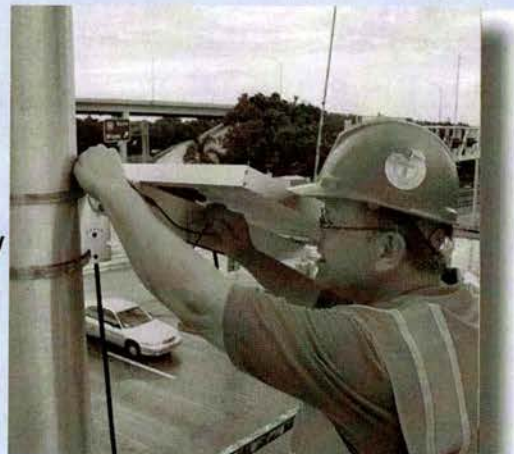


Photo: Volpe Center

If you do not reach an agreement with the agency because of some important point connected with the acquisition offer, the agency may suggest mediation as a means of coming to agreement. If the agency thinks that a settlement cannot be reached, it will initiate condemnation proceedings.

The agency may not take any action to force you into accepting its offer. Prohibited actions include:

- Advancing the condemnation process.
- Deferring negotiations.
- Deferring condemnation.
- Delaying the deposit of funds with the court for your use when condemnation is initiated.
- Any other coercive action designed to force an agreement regarding the price to be paid for your property.

ACQUISITIONS WHERE CONDEMNATION WILL NOT BE USED

An agency may not possess the power of eminent domain. Or an agency has the power of eminent domain but elects not to use it for a program or project. If this is the case, you will be informed in writing, before negotiations begin, that the agency will not condemn your property if you and the agency fail to reach agreement. Before making you an offer, the agency will inform you, in writing, of what it believes to be

the fair market value for the property it would like to acquire. An owner, in this situation, is not eligible for relocation assistance benefits.

Tenants on the property may be eligible for relocation benefits.

PAYMENT

The next step in the acquisition process is payment for your property. As soon as all the necessary paperwork is completed for transferring title of the property, the agency will pay any liens that exist against the property and pay your equity to you. Your incidental expenses will also be paid or reimbursed.

Incidental expenses are reasonable expenses incurred because of transferring title to the agency, such as:

- Recording fees and transfer taxes.
- Documentary stamps.
- Evidence of title, however, the agency is not required to pay costs required solely to perfect your title or to assure that the title to the real property is entirely without defect.
- Surveys and legal descriptions of the real property.
- Other similar expenses necessary to convey the property to the agency.

Penalty costs and other charges for prepaying any preexisting recorded mortgage entered in good faith encumbering the real property will be reimbursed.

The pro rata share of any prepaid real property taxes that can be allocated to the period after the agency obtains title to the property or takes possession of it, will be reimbursed.

If possible, the agency will pay these costs directly so that you will not need to pay the costs and then claim reimbursement.

POSSESSION

The agency may not take possession of your property unless:

- You have been paid the agreed purchase price, or
- In the case of condemnation, the agency has deposited with the court an amount for your benefit and use that is at least the amount of the agency's approved appraisal of the fair market value of your property, or
- The agency has paid the amount of the court award of compensation in the condemnation proceeding.



Photo: Volpe Center

If the agency takes possession while persons still occupy the property:

- All persons occupying the property must receive a written notice to move at least 90 days in advance of the required date to move. In this context, the term person includes residential occupants, homeowners, tenants, businesses, non-profit organizations, and farms.
- An occupant of a residence cannot be required to move until at least 90 days after a comparable replacement dwelling has been made available for occupancy. Only in unusual circumstances, such as when continued occupancy would constitute a substantial danger to the health or safety of the occupants, can vacation of the property be required in less than 90 days.

SETTLEMENT

The agency will make every effort to reach an agreement with you during negotiations. You may provide additional information, and make reasonable counter offers and proposals for the agency to consider.

When it is in the public interest, most agencies use the information provided as a basis for administrative or legal settlements, as appropriate.

CONDEMNATION

If an agreement cannot be reached, the agency can acquire the property by exercising its power of eminent domain. It will do this by instituting formal condemnation proceedings with the appropriate State or Federal court.

If the property is being acquired directly by a Federal agency, the condemnation action will take place in a Federal court and Federal procedures will be followed.

If the property is being acquired by anyone else that has condemnation authority, the condemnation action will take place in State court and the procedures will follow State law.

In many States, a board of viewers or commissioners, or a similar body, will initially determine the amount of compensation you are due for the property. You and the agency will be allowed to present information to the court during these proceedings.

If you or the agency are dissatisfied with the board's determination of compensation, a trial by a judge or a jury may be scheduled. The court will set the final amount of just compensation after it has heard all arguments.

Litigation Expenses

Normally, the agency does not reimburse you for costs you incur because of condemnation proceedings. The agency will reimburse you, however, under any of the following conditions:

- The court determines that the agency cannot acquire your property by condemnation.
- The condemnation proceedings are abandoned by the agency without an agreed-upon settlement.
- You initiate an inverse condemnation action and the court agrees with you that the agency has taken your real property rights without the payment of just compensation, or the agency elects to settle the case without further legal action.
- The agency is subject to State laws that require reimbursement for these or other condemnation costs.

The information is provided to assist you in understanding the requirements that must be met by agencies, and your rights and obligations. If you have any questions, contact your agency representative.

Additional information on Federal acquisition requirements, the law and the regulation can be found at https://www.fhwa.dot.gov/real_estate/index.cfm

NOTES

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AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.C.

DATE SUBMITTED: June 12, 2025

MEETING DATE: June 16, 2025

FROM: Edwin Manrique, Project Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Amendment No. 3 in the amount of \$148,526.00 to the Professional Engineering Services Agreement with GDJ Engineering, LLC., for the Moore Road Project. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Amendment No. 3 is an addition to the original scope of the contract with GDJ Engineering, LLC, for the Moore Road Improvement Project. The Engineer, under this Amendment No. 3, will provide the design for the needed utility adjustment, including sanitary sewer (gravity) and sanitary sewer (force main) adjustment design, water line adjustment design, project management, and miscellaneous design for improvements along Moore Road from Jackson Road to Veterans Road ("I" Road). Note that the work does not include design of elimination of Lift Station #10. (Project No. 1920-01-528-S013-001-E)

Fiscal Consideration:

Original Agreement: \$1,799,963.00

Amendment No. 1: \$99,620.00

Amendment No. 2: \$547,250.00

Amendment No. 3: \$148,526.00

Revised Agreement: \$2,595,359.00

Staff Recommendation: Staff recommends approval of Amendment #3 in the amount of \$148,526.00 to the agreement with GDJ Engineering, LLC., for professional engineering services for the Moore Road project.

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

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Edwin Manrique

Maria Rangel

Ricardo Rodriguez

Maritza Magallan

Created/Initiated - 6/12/2025

Approved - 6/12/2025

Approved - 6/12/2025

Approved - 6/13/2025

Jamison Merrick
City Management Office

Approved - 6/13/2025
Final Approval - 6/13/2025

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

PROJECT DESCRIPTION

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

COUNTY/CITY: City of Pharr

CONTROL: _____

PROJECT/DESCRIPTION: Moore Road Utility Design

LENGTH: 2.25 Miles (Approx)

HIGHWAY: Moore Road

LIMITS: From Jackson Road to Veterans Blvd.

PROJECT CLASSIFICATION

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

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

ENGINEER shall mean GDJ Engineering.

CITY shall mean City of Pharr.

LPA shall mean City of Pharr.

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

MISCELLANEOUS ROADWAY
(Function Code 163)

UTILITY ADJUSTMENT DESIGN:

The ENGINEER will provide the design for the needed utility adjustments along the project limits. The following design services will be provided:

1. Roadway typical sections depicting utility line adjustment locations.
2. Water line adjustment plan and profile sheets and details (including all connection details)
3. Sanitary Sewer (both force main and gravity) adjustment plan and profile sheets and details (including all connection details)

TRAFFIC CONTROL PLAN, DETOURS AND SEQUENCE OF CONSTRUCTION:

The ENGINEER will provide a Traffic Control Plan (TCP) for the needed construction repairs along the project limits. TCP's are required for all projects; therefore a detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) standards. The following items are required on all TCP Layouts:

1. The Sequence of Construction and method of handling traffic during each phase
2. Roadway layout
3. Center line with station numbering
4. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc...
5. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
6. Where detours are provided, typical cross sections shall be shown.
7. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

COMPUTE AND TABULATE QUANTITIES:

The ENGINEER will provide a summary of quantities sheet in the plans identifying all estimated project quantities.

PROJECT ESTIMATE:

The ENGINEER will provide a project estimate summarizing all estimated construction costs.

SPECIFICATIONS AND GENERAL NOTES:

The ENGINEER will provide all relevant project specification and general notes to the project construction activities.

PROJECT MANAGEMENT
(Function Code 164)

MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:

The ENGINEER shall assist and coordinate with LPA staff for meetings and coordination efforts with all relevant entities (i.e. County, Texas Department of Transportation, Military Highway Water Supply Corporation, etc...) and other affected parties. The Engineer shall coordinate with the LPA's staff on all Project related items.

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

ADDITIONAL RESPONSIBILITIES

MEETINGS:

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

SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

PROJECT MANAGER/ENGINEER COMMUNICATION:

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

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

DESIGN RESPONSIBILITIES:

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

DOCUMENT AND INFORMATION EXCHANGE:

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished via file share links complete with a table of contents on what is transmitted. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in the latest Office 365 file formats (.docx, .xlsx, etc...). Plan sheets shall be provided in Microstation Open Roads Designer (ORD)/Power GEOPAK format. PDF copies of plan sheets shall also be provided.

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

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA's computer system.

CD Tape Required (YES or NO): YES

PROPOSAL TIME:

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

OFFICE LOCATION:

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



"Exhibit C"
Fee Estimate

Moore Road - Project Development & Design
Amendment #3 - Utilities Adjustment Design

			MANHOURS									
Project Development (Water & Sewer Adjustment Design) - City of Pharr - Moore Road Project - Amendment #3			Principal/Senior Project Manager	Project Manager	Agency Coordination Manager	Project/Design Engineer	EIT	Engineering Tech	Environmental Specialist	Admin/Clerical	Total Hours	Total Line Item Cost
TASK												
		Amendment #3 - Utility Adjustment										
	1	Sanitary Sewer (Gravity) Adjustment Design	12	22	40	68	84	126			352	\$ 41,494.00
	1	Sanitary Sewer (Force Main) Adjustment Design	4	8	12	20	28	40			112	\$ 13,200.00
	1	Water Line Adjustment Design	14	28	36	80	114	152			424	\$ 49,184.00
	1	Miscellaneous Design (TCP, Cut & Restore, Casing, Boring Details, etc...)	4	18	32	76	106	172			408	\$ 44,648.00
		Subtotal (Utility Adjustment Design)	34	76	120	244	332	490	0	0	1296	\$ 148,526.00
Total Labor Hours			34	76	120	244	332	490	0	0	1296	
Contract Rate			\$ 225.00	\$ 195.00	\$ 160.00	\$ 144.00	\$ 95.00	\$ 82.00	\$ 125.00	\$ 55.00		
Total Labor Costs			\$ 7,650.00	\$ 14,820.00	\$ 19,200.00	\$ 35,136.00	\$ 31,540.00	\$ 40,180.00	\$ -	\$ -		\$ 148,526.00

LINE ITEM EXPENSES

N/A\$ -

Total Expenses\$ -

GDJ Engineering Total Cost\$ 148,526.00