

**TAKE NOTICE THAT A REGULAR-SPECIAL 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, FEBRUARY 23, 2026**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation.

2. PROCLAMATIONS:

A) Proclamation proclaiming February 22 - 28, 2026 as Engineer's Week

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

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

A) Public hearing on development services cases

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

- A) Trailblazer of the Month Recognition
- B) Recognition of Fire Department Lieutenant Esteban Gonzalez Jr. - Retirement after 40 Years of Service.
- C) Recognition of the Pharr Memorial Library for being awarded the 2025 Achievement of Excellence in Libraries Award by the Texas Municipal Library Directors Association.
- D) Recognition of Public Safety Communications Director Kenneth Ennis on obtaining Emergency Number Professional Certification
- E) City Events of Interest

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

A) Approval of Minutes for February 02, 2026 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**
(ADMINISTRATION)

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

1. Red Robin Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 409 South Jackson Road. CUP#030747 - **This item supports EV - Economic Vitality.**

2. El Rodeo Grill, LLC., DBA 7 Mares, is requesting a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.070 acres, more or less, out of Lot A, Medical Ridge Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1401 South Jackson Road, Suites 3 & 4. CUP#251116 - **This item supports EV - Economic Vitality.**

C) PLATS:

1. Halff, representing Andres Zuniga, Member for Zuko Family Limited Partnership, is requesting final plat approval of the proposed Pharr Trade Center Subdivision. The property is legally described as being a 54.66 acre tract of land, more or less, out of Lots 371 and 372, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 400 Block of E. Hi-Line Road. SUB#251036- **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-18 regarding Water Conservation and Drought Contingency Plan Stage 2. **(1st Reading) This item supports QL - Quality of Life.** (PUBLIC UTILITIES)

B) Consideration and action, if any, on Resolution nominating candidate to the Hidalgo County Appraisal District Board of Directors to fill an unexpired term. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

C) Consideration and action, if any, on Resolution authorizing submission of the FY 2025 Operation Stonegarden (OPSG) Grant Program application to the Office of the Governor, Homeland Security Grants Division; designating authorized representatives; and certifying compliance with all applicable grant requirements. **This item supports SSC - Safe and Secure Community.**(GMCD)

D) Consideration and action, if any, on a Resolution authorizing and approving publication and posting of a Notice of Intention to Issue the City's combination tax and revenue Certificates of Obligation for the purposes set forth in the notice of intention and other matters in connection therewith. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

E) Consideration and action, if any, on Resolution in support of Meadow Heights, LP to submit an application to the Texas Department of Housing and Community Affairs for 2026 Competitive 9% Housing Tax Credits for Meadow Heights Apartments. **This item supports QL - Quality of Life.** (ADMINISTRATION)

8. PURCHASING:

A) Consideration and action, if any, on the purchase of Vermeer heavy equipment for Pharr Connect from Vermeer Texas-Louisiana in the amount of \$291,191.56 (Buyboard Contract #787-25). **This item supports IF - Infrastructure.** (IT)

B) Consideration and action, if any, on the purchase of servers for IT Datacenter from SHI Government Solutions Inc, in an amount not to exceed \$137,744.76. (Texas DIR Contract #DIR-TSO-4317) **This item supports IF - Infrastructure.** (IT)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into an agreement with U.S. Customs and Border Protection to enter City of Pharr property to ensure agents safely and effectively patrol the United States border. **This item supports SSC - Safe and Secure Community.** (ADMINISTRATION)

B) Consideration and action, if any, awarding Construction Material Testing Services Contract to Terracon Consultants, Inc. for the City of Pharr Multi-Use Facility. **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.*

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 item(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 956-402-4200 Ext 1201 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-Special Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 17th day of February 2026 at 4:30 p.m. and will remain posted continuously for at least three (3) business days preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 17th day of February 2026



IMELDA PEREZ, TRMC
CITY CLERK

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

Name: _____

Title: _____

Proclamation



WHEREAS, the National Society of Professional Engineers initiated Engineer's Week in 1951 to highlight the important role engineers play in making a difference in our world; and

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs. Engineering is all around us from roads and bridges we travel on; to the cars and planes we use to ride around. Often unseen, the cleverness of engineering makes our lives easier and safer; and

WHEREAS, Engineers face the major technological challenges of our time, from rebuilding towns devastated by a natural disaster, cleaning up the environment, assuring safe, clean, and efficient sources of energy, designing information system that will speed our country into the future; and

WHEREAS, Engineers are encouraging our young mathematics, technology, engineering and science students to realize the practical power of their knowledge. We look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century; and

WHEREAS, E-Week promotes recognition among parents, teachers, and students on the importance of a technical education and a high level of math, science, and technology literacy, and motivates youth to pursue engineering careers in order to provide a diverse and vigorous engineering workforce; and

WHEREAS, Engineering is a life-long commitment to making a difference. This week is a great opportunity to recognize and appreciate everything engineers do in our community; and

WHEREAS, the City of Pharr is proud to recognize and commend the tireless efforts to promote cycling, health, and safety in the Rio Grande Valley, and extend our gratitude for their positive impact on our city.

NOW THEREFORE, I, **Ambrosio Hernandez, Mayor of the City of Pharr, Texas** by the authority vested in me and on behalf of the City Commission, do hereby proclaim the week of February 22-28, 2026 as

"Engineers Week"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 17th day of February 2026.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 4.A.

DATE SUBMITTED: February 17, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 02/17/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.A.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Trailblazer of the Month Recognition

Classification: Regular

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

Issue: Trailblazer of the Month Recognition

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends Trailblazer Recognition of the Month

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 02/13/2026
Final Approval - 02/16/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.B.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of Fire Department Lieutenant Esteban Gonzalez Jr. - Retirement after 40 Years of Service.

Classification: Regular

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

Issue: Recognition of Fire Department Lieutenant Esteban Gonzalez Jr. - Retirement after 40 Years of Service.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends recognizing Fire Department Lieutenant Esteban Gonzalez Jr. upon his retirement after 40 years of dedicated service.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 02/13/2026
Final Approval - 02/16/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.C.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of the Pharr Memorial Library for being awarded the 2025 Achievement of Excellence in Libraries Award by the Texas Municipal Library Directors Association.

Classification: Regular

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

Issue: Recognizing the Pharr Memorial Library as a recipient of the 2025 Achievement of Excellence in Libraries Award.

Fiscal Consideration: N / A

Staff Recommendation: Recognition of the Pharr Memorial Library for receiving the 2025 Achievement of Excellence in Libraries Award from the Texas Municipal Library Directors Association.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 02/13/2026

Final Approval - 02/17/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.D.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of Public Safety Communications Director Kenneth Ennis on obtaining Emergency Number Professional Certification

Classification: Regular

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

Issue: Certification has a requisite of a minimum of ten (10) years experience and examination is considered one of the hardest exams to take. There are only 1,100 certified in the U.S. and 139 ENP's in Texas. It is the highest accomplishment in the public safety communications profession.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends recognition of Mr. Ennis on certification obtained.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 02/13/2026

Final Approval - 02/17/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 5.E.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.A.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for February 02, 2026 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: Minutes for February 02, 2026 - Regular Called Meeting

Fiscal Consideration: N / A

Staff Recommendation: Recommend approval of Minutes as presented.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 02/13/2026
Final Approval - 02/16/2026

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, FEBRUARY 2, 2026
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, February 2, 2026, and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Daniel Chavez

STAFF PRESENT:

Jonathan Flores, City Manager
Hilda Pedraza, Assistant City Manager
Melanie Cano, Assistant City Manager
Imelda Perez, City Clerk
Patrizia Longoria, City Engineer
Sabrina Solis, Comptroller of Operations
Veronica Ramirez, HR Director
Juan Villescascas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Albert Gonzalez, Assistant Fire Chief
Roy Rodriguez, Code Comp. Director
Roland Gomez, Dev. Services Director
Luis Marin, Public Works Director
Keyla Jalife, Interim O.S.E. Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Maritza Magallan, Purchasing Director
Danny Ramirez, EMS Chief
CJ Sanchez, Pharr Chamber President
Yuri Gonzalez, Chief Communications Officer
Kenneth Ennis, Public Safety Comm. Director
Elizabeth Diaz, Public Health Director
Will Borowski, Golf Director
Abel Molina, Interim Special Events Director
Napoleon Coca, Interim Grants Mgmt. Director
Isaac Escobedo, Interim Maintenance Dir.
Victoria Brewster, Dir. of External Relations
Kenneth Walsh, Food Service 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 member. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING FEBRUARY 2026 AS NATIONAL HEART MONTH.

Mario Lizcano, Administrator of Corporate Affairs at DHR Health, Jo Anna Garza, Business Development Manager, and Dr. Herschl Silberman were present. They thanked the Commission for their support and stated their partnership allowed DHR Hospital to bring awareness to the community about the importance of heart health awareness and education.

Dr. Herschl Silberman, MD, Cardiologist with the DHR Health Heart Institute, further encouraged the community to remain educated, proactive, and strong advocates for heart health and support.

Comm. Caballero read the proclamation proclaiming February 2026 as National Heart Month. Mario Lizcano and Dr. Herschl Silberman received the proclamation.

B) PROCLAMATION PROCLAIMING MARCH 28, 2026, AS CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY DAY.

Pat Blum and Executive Director Nadia Ochoa from the Children's Advocacy Center, gave a brief overview of their services. Ms. Blum further extended an invitation to their Annual Vino's Fundraiser Event on Saturday, March 28, 2026 at the McAllen Convention Center and thanked the Commission for their continued support.

Comm. Flores read the proclamation proclaiming March 28, 2026 as Children's Advocacy Center of Hidalgo County Day. Pat Blum and Nadia Ochoa received the proclamation.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. CITY MANAGER'S REPORTS

At this time, Jonathan Flores, City Manager, called upon Keyla Jalife, Office of Strategic Excellence Director, to introduce the Trailblazer of the Month.

Keyla Jalife, Office of Strategic Excellence Director, recognized Brenda Mireles as Trailblazer for the month of January 2026. She stated Ms. Mireles was selected for her outstanding dedication, compassion, and excelling in service, embodying the values and spirit of the Trailblazer Award.

Brenda Mireles, Executive Administrative Assistant, expressed gratitude for the recognition and thanked her mentors. She further stated she was looking forward to continuing to grow professionally.

A) PRESENTATION OF DELINQUENT TAX COLLECTION REPORT FOR THE PERIOD OF OCTOBER 01, 2024 THROUGH SEPTEMBER 30, 2025 PRESENTED BY LINEBARGER GOGGAN BLAIR & SAMPSON, LLP (KELLY R SALAZAR).

Kelly Salazar, Linebarger, Goggan Blair & Sampson, LLP, presented the delinquent tax report for FY 2024-2025. She reported on the two (2) delinquent tax program basic premises; the first to collect from the individual taxpayer and secondly to use the tool ligation only as a final option to collect. Ms. Salazar further reported on the various means for communication and efforts for delinquent tax collections. Lastly, she reported a total of \$3,484,669 was collected in delinquent taxes.

B) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JANUARY 2026.

Jonathan Flores, City Manager, introduced the item. He briefly reported the City of Pharr showed an increase of 14.3% year to date true growth compared to January 2025.

Jonathan Flores, City Manager, further stated Sabrina Solis from Finance Department was in the audience and questions could be entertained at this time.

C) RECOGNIZING JOSE ANTONIO "TONY" PADRON, SR. CONSTRUCTION INSPECTOR FOR THE ENGINEERING DEPARTMENT, ON HIS RETIREMENT.

Jonathan Flores, City Manager, introduced the item and called upon Patrizia Longoria, City Engineer.

Patrizia Longoria, City Engineer, recognized Tony Padron's retirement with the City of Pharr and stated Mr. Padron has brought a wealth of experience and integrity that

helped the foundation on the City's infrastructure. She further thanked Mr. Padron for his years of dedicated service and wished him all the best in retirement.

Tony Padron thanked the City Commission and city staff for their continued support and stated he was going to miss his thirty-eight (38) years of service in the Engineering field and was looking forward to his retirement time ahead.

D) HEALTHIER TEXAS COMMUNITY CHALLENGE PLEDGE

Abel Molina, Special Events Director, stated the 2026 Healthier Texas Challenge was a free, eight-week statewide initiative that promote healthier lifestyles through wellness activities and community engagement. At this time, he invited the commission to accept the 2026 Healthier Texas Challenge pledge. Mayor Hernandez and Commissioners accepted and signed the pledge as part of the city's participation in the challenge.

E) CITY EVENTS OF INTEREST

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

Yuri Gonzalez, Chief Communication Officer, presented video recaps highlighting the City of Pharr 117th birthday celebration and the Parks & Recreation Coffee and Canopy event. She further presented promotional videos for the upcoming Healthier Texas Community Challenge and Healthier Texas Community - Cooking with Mayor.

Yuri Gonzalez, Chief Communications Officer, reported a Healthier Texas Cycle with First Responders event would be held on Tuesday, February 3, 2026 at the Hidalgo County Precinct 2 Hike & Bike Trail. She stated this event would begin at 5:30 p.m. and invited the community to bring their bicycles and helmets to enjoy a group ride along with our first responders.

Yuri Gonzalez, Chief Communications Officer, further reported the Pharr Fire Department Burn Awareness event would take place on Saturday, February 7, 2026 at Pharr One from 9:00 a.m. to 12:30 p.m. She stated this was a free event with informational booths, family activities and burn care tips and extended an invitation to the community to attend.

Yuri Gonzalez, Chief Communications Officer, also reported the City of Pharr "Say I do" Valentines Day Weddings would take place on Saturday, February 14, 2026 at Pharr One – French Garden located at 1121 E. Nolana Loop. She stated those interested in getting married were encouraged to get their wedding license seventy-two (72) hours in advance and stated there would be photo ops, free food and free photography services.

Yuri Gonzalez, Chief Communications Officer, reported the Night Under the Stars – Candle-Lit Concert would take place on Saturday, February 14, 2026 at Pharr One

Amphitheater located at 1121 E. Nolana Loop at 8:00 p.m. She stated this would be a ticketed event and would provide additional information later when tickets were available for pick up at our Special Events Office.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported the 20th Annual St. Patrick's Day 5K Walk/Run would take place on Saturday, March 7, 2026 at 1000 S. Fir St. with race start time at 8:00 a.m. She encouraged the public to participate and stated information could be obtained by calling the Pharr Parks and Recreation Department

ITEM 5. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR JANUARY 20, 2026 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF SERVICE CONTRACT WITH JORDAN JOHNSON, INC. FOR PROFESSIONAL CONSULTING SERVICES ON PERFORMANCE EXCELLENCE AND FINANCIAL SUSTAINABILITY. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)**
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR PLANTING AND LANDSCAPE INSTALLATION SERVICES FOR THE SCHOOLYARD FORESTRY PROJECT. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)**
- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS FOR THE RENOVATIONS OF THE CITY OF PHARR TIERRA DEL SOL GOLF COURSE. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)**
- E) PLATS:**
 - 1. SALINAS ENGINEERING, REPRESENTING JACINTO CANO AND ALICE R. CANO, OWNERS, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED JACINTO CANO SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.72 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 274, KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 3100 BLOCK OF SOUTH GARDENIA ST. SUB# 240513 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 2. WEAVER CONSULTANTS GROUP, REPRESENTING CHRIS ILEKIS, MEMBER FOR 801 S CAGE LLC, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED D. PEARSON SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.738 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOTS 1 THRU 8, LOTS 11 THRU 13 AND A STRIP OF LAND 20.00 FEET WIDE LYING EAST AND ADJACENT TO AND ALONG THE FULL LENGTH OF LOT 11, ORANGE GROVE ADDITION, PHARR, HIDALGO COUNTY,**

TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 801 S. CAGE BOULEVARD.SUB#250930 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE SUBMISSION OF A CRIMINAL JUSTICE GRANT PROGRAM (JAG) FY2027 APPLICATION TO THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE FOR THE PHARR METAL DETECTOR ENHANCEMENT PROJECT, DESIGNATING AUTHORIZED REPRESENTATIVES, AND CERTIFYING COMPLIANCE WITH ALL APPLICABLE GRANT REQUIREMENTS. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (GMCD)**

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2026-08 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE SUBMISSION OF AN OFFICE OF THE GOVERNOR – PUBLIC SAFETY OFFICE PEACE OFFICER MENTAL HEALTH GRANT PROGRAM (FY2027) APPLICATION TO SUPPORT THE PHARR PEACE OFFICER MENTAL HEALTH & RESILIENCY PROGRAM AND DESIGNATING AUTHORIZED REPRESENTATIVES FOR GRANT ADMINISTRATION. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (GMCD)**

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2026-09 is filed with the City Clerk's Office.

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE SUBMISSION OF A BORDER ZONE FIRE DEPARTMENTS (BZFD) GRANT PROGRAM FY2027 APPLICATION TO THE OFFICE OF THE**

GOVERNOR – PUBLIC SAFETY OFFICE FOR THE CITY OF PHARR FIRE DEPARTMENT, DESIGNATING AUTHORIZED REPRESENTATIVES, AND CERTIFYING COMPLIANCE WITH ALL APPLICABLE GRANT REQUIREMENTS. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (GMCD)

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2026-10 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE SUBMISSION OF A RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM FY2027 APPLICATION TO THE OFFICE OF THE GOVERNOR – PUBLIC SAFETY OFFICE FOR THE CITY OF PHARR POLICE DEPARTMENT, DESIGNATING AUTHORIZED REPRESENTATIVES, AND CERTIFYING COMPLIANCE WITH ALL APPLICABLE GRANT REQUIREMENTS. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (GMCD)

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2026-11 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING ONE (1) MEMBER TO THE TIERRA DEL SOL GOLF ADVISORY BOARD. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (GOLF)

Jonathan Flores, City Manager, introduced the item and recommended re-appointment of Ricardo Medina to the Tierra Del Sol Golf Advisory Board.

Comm. Flores **moved** to re-appoint Ricardo Medina to the Tierra Del Sol Golf Advisory Board. Comm. Pacheco seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2026-12 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE CITY OF PHARR TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR STREET CLOSURES OF STATE

**ROADWAYS FOR 2026 PUBLIC EVENTS. THIS ITEM SUPPORTS QL
- QUALITY OF LIFE. (SPECIAL EVENTS)**

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2026-13 is filed with the City Clerk's Office.

At this time, Jonathan Flores, City Manager, stated they would deviate from the agenda and go to Item 8.A. There was no objection.

ITEM 8. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AWARDING THE CONSTRUCTION MANAGEMENT SERVICES AGREEMENT TO BROWNSTONE CONSULTANTS, LLC FOR THE DAP FY2016 COMMERCIAL PARKING LOT PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING) (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 3 TO EXTEND CONTRACT TIME TO JUNE 2026 IN THE AMOUNT OF \$271,122.00 TO THE CONSTRUCTION MANAGEMENT AGREEMENT WITH BROWNSTONE CONSULTANTS, LLC FOR THE PHARR INTERNATIONAL BRIDGE EXPANSION PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING) (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item and recommended approval.

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

ITEM 9. CLOSED SESSION

The time being 4:42 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 10. RECONVENE

The time being 5:28 p.m. Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 7. ADMINISTRATIVE

A) PRESENTATION ON GOLF COURSE IMPROVEMENTS AND RENOVATION UPDATES. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (GOLF)

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

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:28 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 2nd DAY OF FEBRUARY 2026 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

MINUTES: REGULAR CALLED MEETING
February 2, 2026

CITY CLERK

APPROVED:

DRAFT



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.B.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Roland Gomez

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

Classification: Public Hearing

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

Issue: Issue

Fiscal Consideration: N/A

Staff Recommendation: .

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.B.1.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Red Robin Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 409 South Jackson Road. CUP#030747 - **This item supports EV - Economic Vitality.**

Classification: Consent

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

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

Fiscal Consideration: N / A

Staff Recommendation: Development Services recommends approval of the Conditional Use Permit.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026

Joe Garza

Approved - 02/17/2026

Roland Gomez

Approved - 02/17/2026

Melanie Cano

Final Approval - 02/17/2026



MEMORANDUM

DATE: TUESDAY, FEBRUARY 17, 2026
TO: MAYOR AND CITY COMMISSION
FROM: ROLAND GOMEZ, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#030747 (RED ROBIN RESTAURANT)
--

GENERAL INFORMATION:

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

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

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

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

BUILDING: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 17, 2026

Conditional Use Permit **Renewal** for ABC –

Red Robin Restaurant

Background:

Red Robin Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 20th renewal for Red Robin Restaurant.

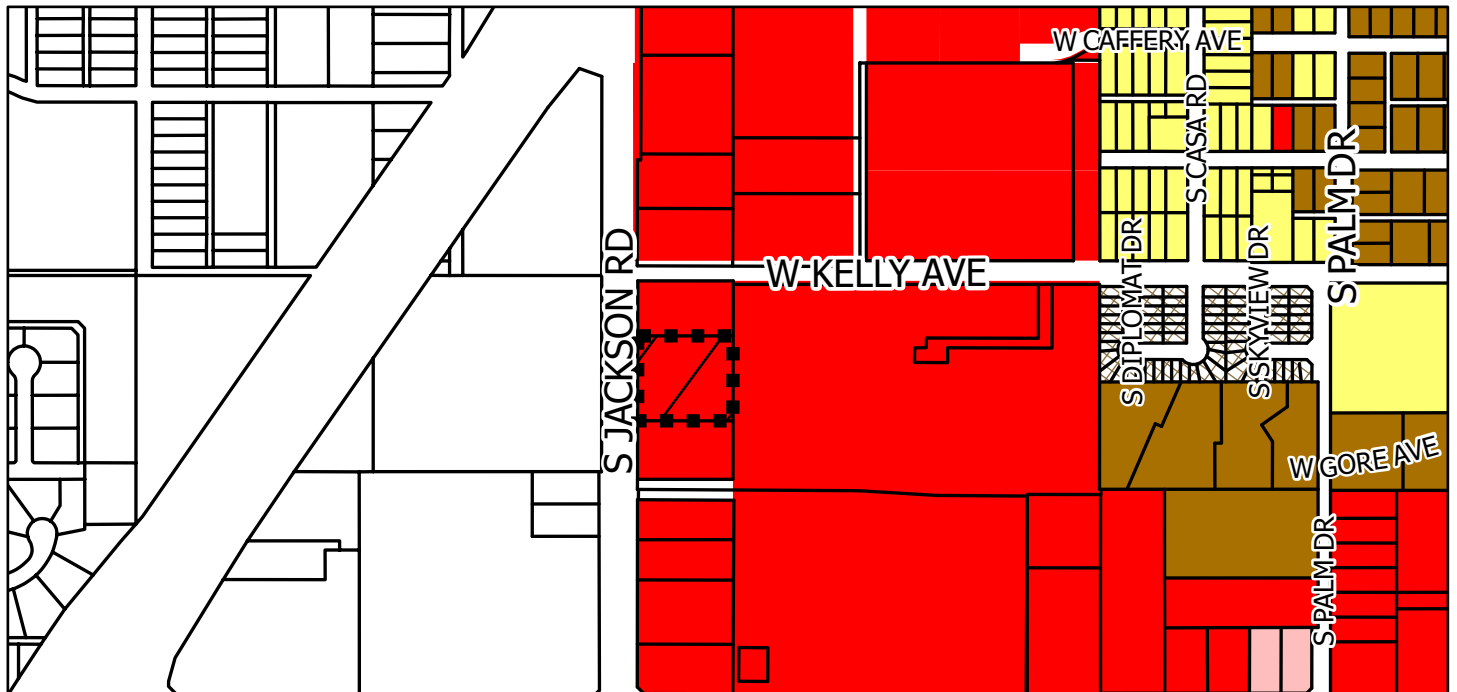
The property is located at 409 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

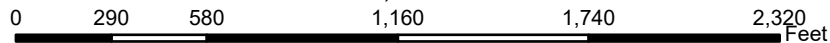


G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal\409 S JACKSON RD RED ROBIN\00_Renewal Base.aprx



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| 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 | |

Scale: 1:7,000





Pharr
Development Services



Site Photo
409 South Jackson Road





AGENDA MEMORANDUM

BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.B.2.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: El Rodeo Grill, LLC., DBA 7 Mares, is requesting a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.070 acres, more or less, out of Lot A, Medical Ridge Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1401 South Jackson Road, Suites 3 & 4. CUP#251116 - **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: El Rodeo Grill, LLC., DBA 7 Mares, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends **approval** of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in General Business District (C).

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Joe Garza

Roland Gomez

Melanie Cano

Created/Initiated - 02/13/2026

Approved - 02/17/2026

Approved - 02/17/2026

Final Approval - 02/17/2026



MEMORANDUM

DATE: TUESDAY, FEBRUARY 17, 2026
TO: MAYOR AND CITY COMMISSION
THROUGH: ROLAND GOMEZ, DIRECTOR OF DEVELOPMENT SERVICES
FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#251116 (7 MARES)
--

GENERAL INFORMATION:

APPLICANT: El Rodeo Grill LLC DBA 7 Mares, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.070 acres, more or less, out of Lot A, Medical Ridge Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1401 South Jackson Road, Suites 3 & 4.

ZONING: The property and properties to the north and south are currently zoned General Business District (C). The adjacent zoning is Residential Multi-Family High Density District (R-MFHD) to the east. The city limits lie to the west. The area is generally designated for commercial in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

BUILDING:	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 Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.

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

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

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

inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.

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

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

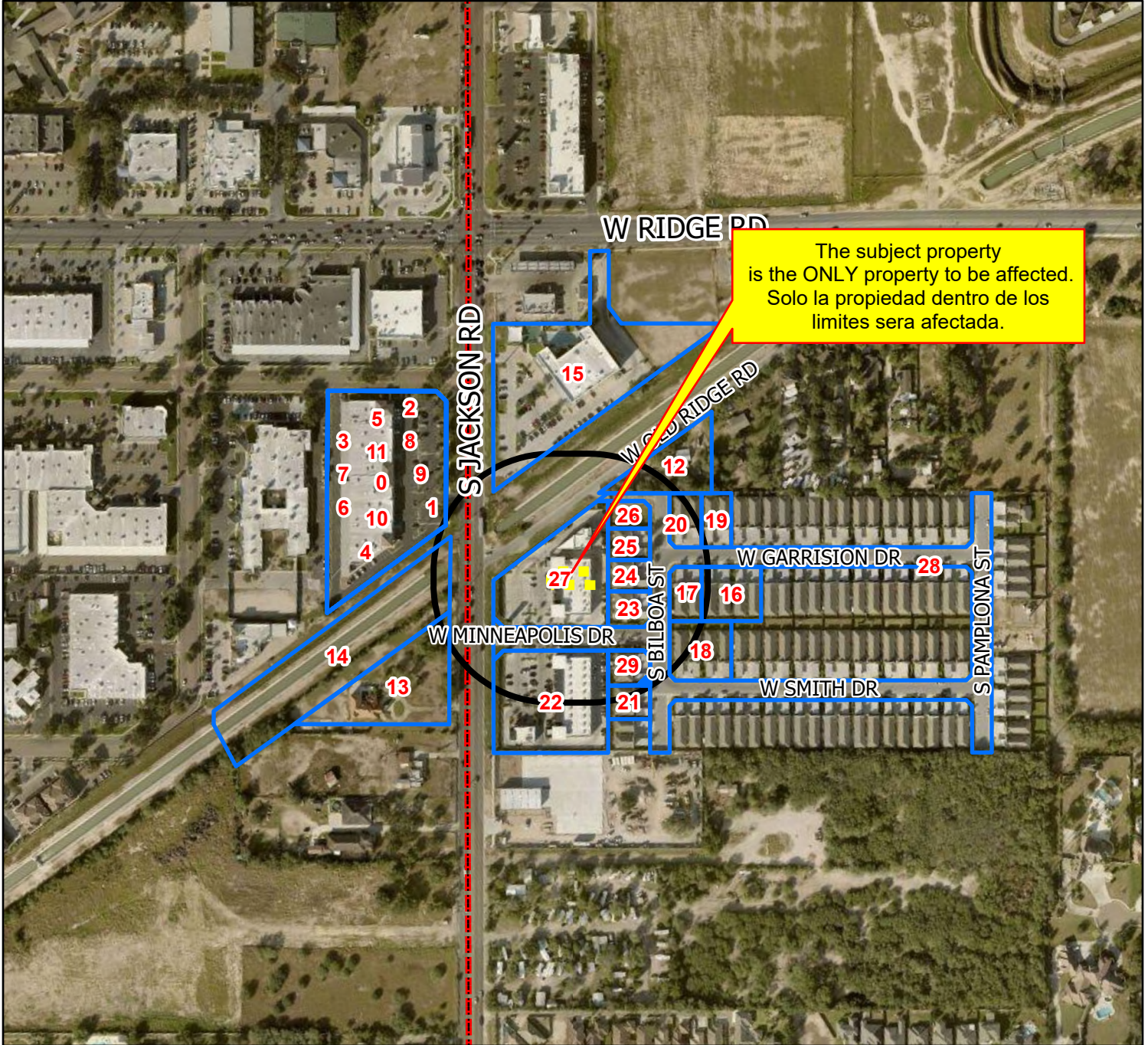
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).

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





Proposed Conditional Use Permit Lots A and B, Medical Ridge Subdivision, an addition to the City of Pharr
AERIAL



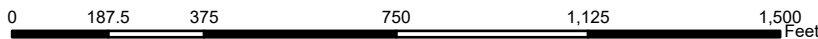
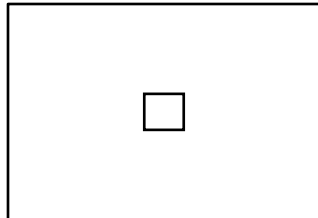
G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\00_BASE CUP - Copy - Copy\aprx\00_BASE Project File.aprx



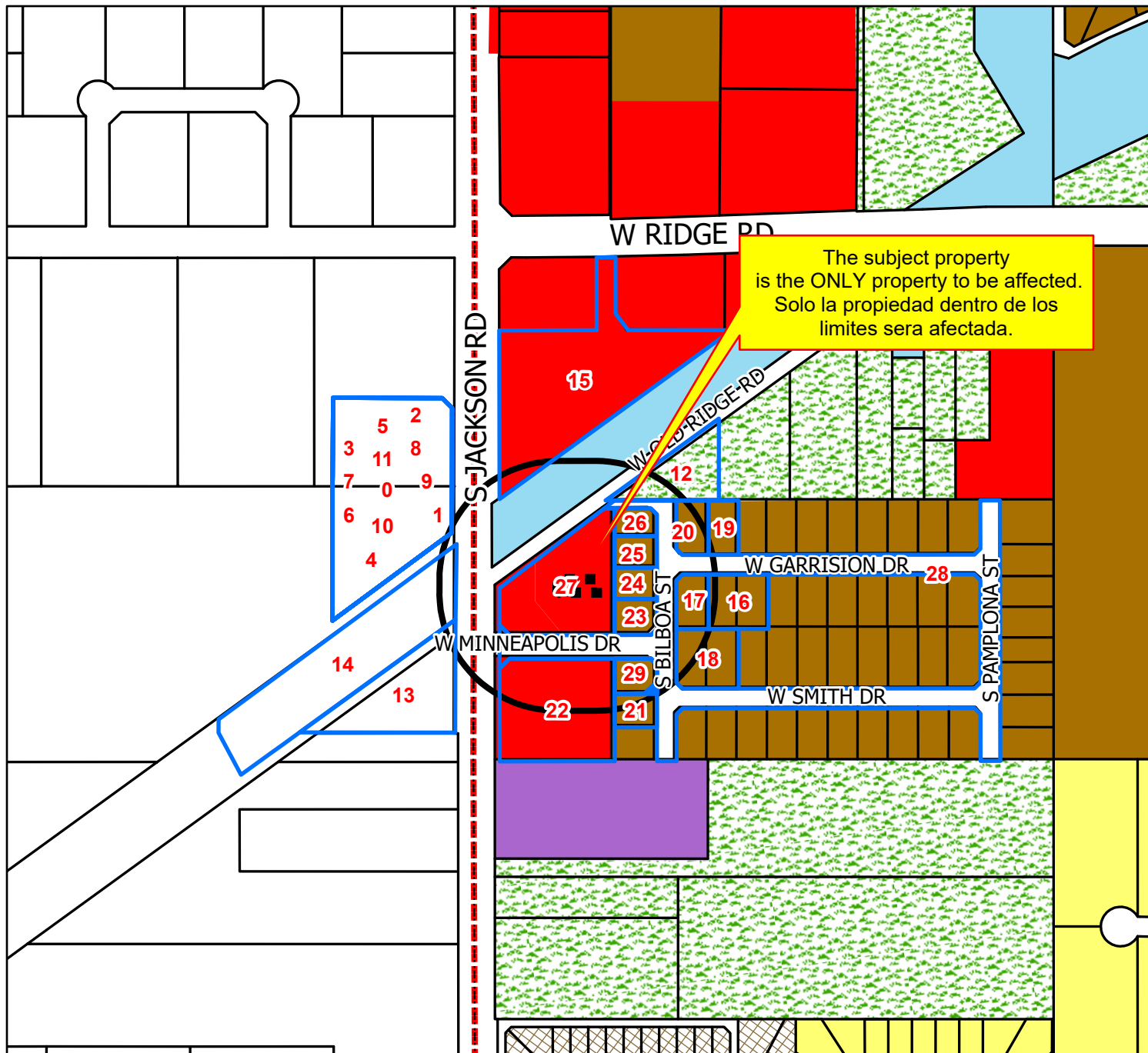
The subject property is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

-  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 Lots A and B, Medical Ridge Subdivision, an addition to the City of Pharr ZONING

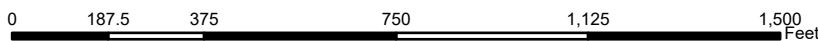
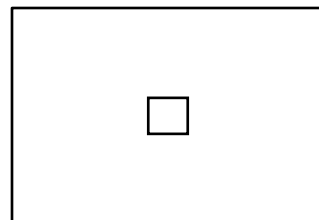


The subject property is the ONLY property to be affected. Solo la propiedad dentro de los limites sera afectada.

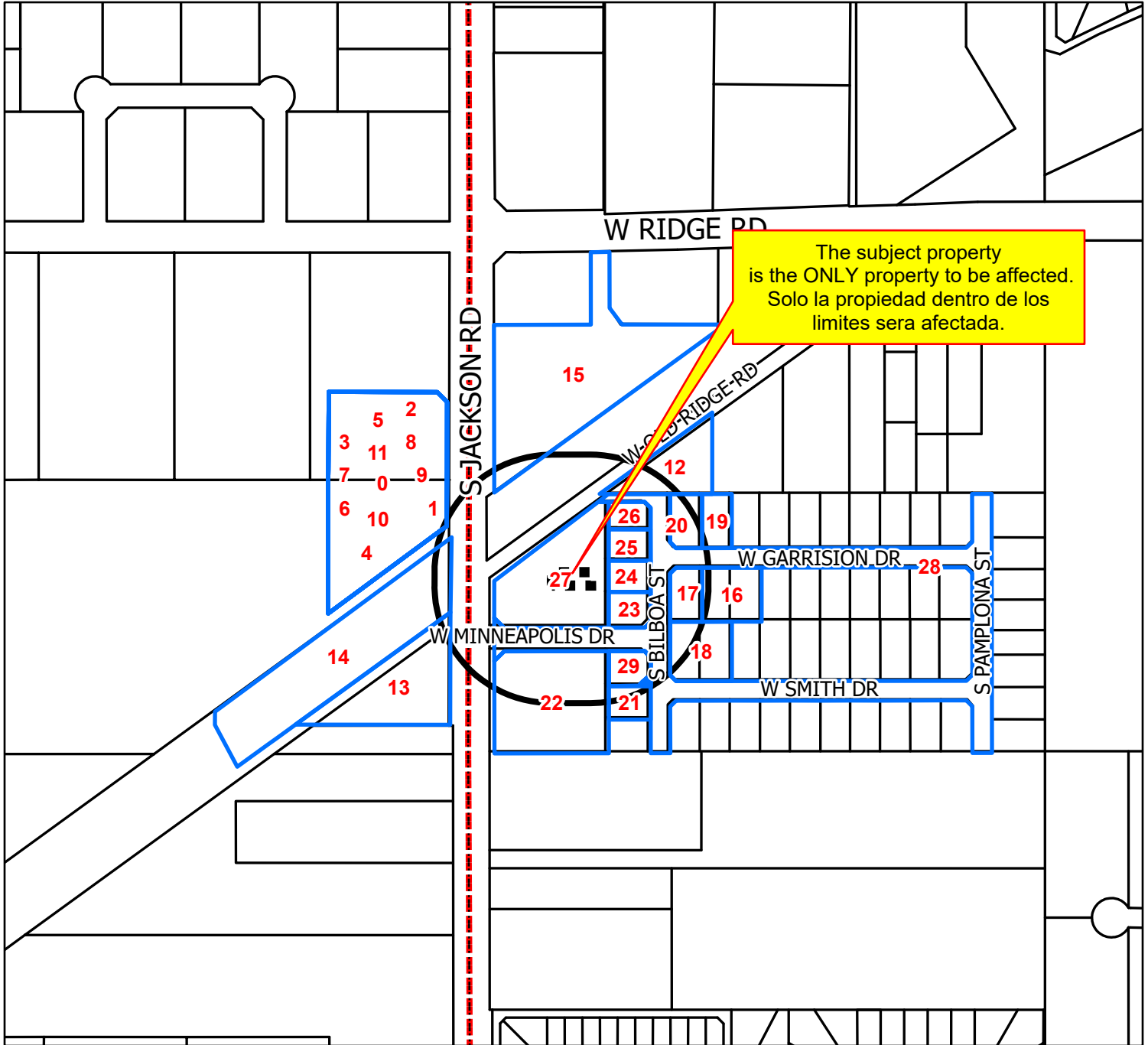
G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\00_BASE CUP - Copy - Copy\aprx\00_BASE Project File.aprx

- | | | |
|---------------------------------------|-------------------|--------------------------|
| 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.



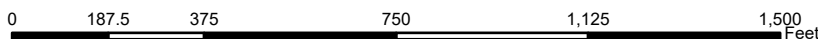
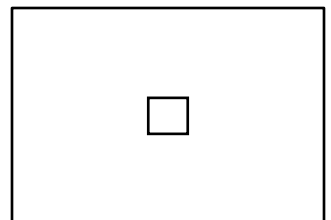
Proposed Conditional Use Permit
 Lots A and B, Medical Ridge
 Subdivision, an addition to the City of
 Pharr
 RADIUS

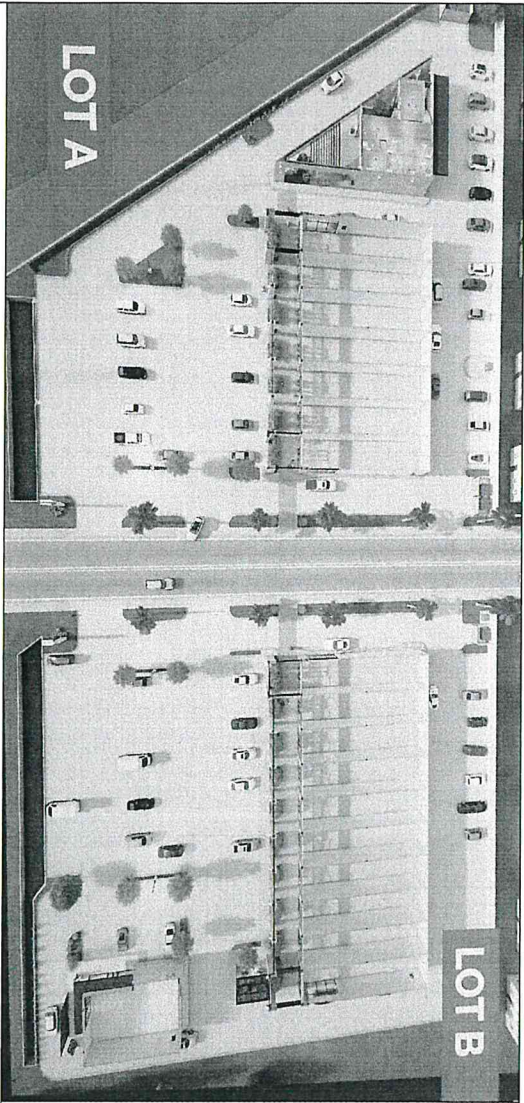
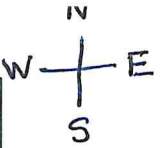


G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\00_BASE CUP - Copy - Copy\aprx\00_BASE Project File.aprx

-  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.

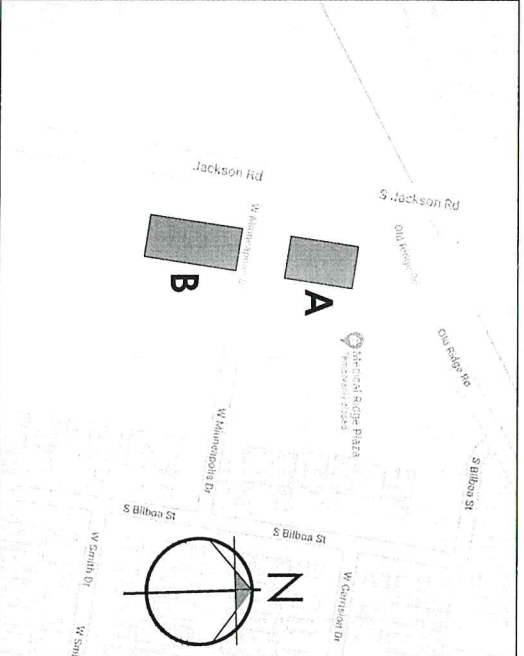




SITE Plan



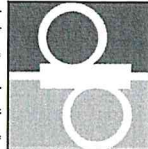
1401 SOUTH JACKSON RD. SUITE 03 & 04, PHARR, TX. 78577



VICINITY MAP

TOTAL OCCUPANT LOAD: (ASSEMBLY: RESTAURANT GROUP A-2)	1050 Sq. Ft. / 15 per occupant = 70
DINING AREA (Unconcentrated Tables & Chairs)	5.5 Benches x 4 L.F. = 22
FIXED BOOTHS (6 bench)	935 Sq. Ft. / 200 per occupant = 5
KITCHEN & PREPARATION AREA	Use number of fixed seats, occupant = 17
BAR AREA (FIXED SEATING)	114 OCCUPANTS

- Codes:**
- 2018 International Building Code
 - 2017 International Electrical Code
 - 2018 International Plumbing Code
 - 2018 International Mechanical Code
 - 2018 Fuel Gas Code
 - 2015 International Energy Code



design & projection llc

1401 South Jackson Rd
Pharr, TX 78577
Phone: 361.2022
Owner: Isaac David Quiroz
Designed
Drawn: design & projection

RESTAURANT

TOT. AREA

SUITE #02 1465 sq.ft.
SUITE #03 1465 sq.ft.

TOT. AREA 2930 sq.ft.

PLEASE NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

design & projection llc

A-01

drawing no.

scale: NONE

DESIGN & PROJECTION LLC DOES NOT WARRANT THIS PLANS CONTRACTOR NEEDS TO VERIFY ALL DIMENSIONS AND CODE REQUIREMENTS BEFORE STARTING CONSTRUCTION. ALL AND ANY CHANGES NEEDED TO BE MADE TO PLANS BEFORE CONSTRUCTION BEGINS HAVE TO BE SUBMITTED IN WRITTEN FORM TO DESIGN & PROJECTION LLC AND ADDITIONAL CHARGES MAY APPLY.



Pharr
Development Services



Site Photo

1401 South Jackson Road, Suites 3 & 4





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.C.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026



AGENDA MEMORANDUM

BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 6.C.1.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Halff, representing Andres Zuniga, Member for Zuko Family Limited Partnership, is requesting final plat approval of the proposed Pharr Trade Center Subdivision. The property is legally described as being a 54.66 acre tract of land, more or less, out of Lots 371 and 372, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 400 Block of E. Hi-Line Road. SUB#251036- **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: Halff, representing Andres Zuniga, Member for Zuko Family Limited Partnership, is requesting final plat approval of the proposed Pharr Trade Center Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Pharr Trade Center Subdivision at their meeting on Thursday, February 05, 2026. (7 members present)

Development Services recommends final plat approval of the proposed Pharr Trade Center Subdivision.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026

Joe Garza

Approved - 02/17/2026

Roland Gomez

Approved - 02/17/2026

Melanie Cano

Final Approval - 02/17/2026



MEMORANDUM

DATE: TUESDAY, FEBRUARY 17, 2026

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: PHARR TRADE CENTER SUBDIVISION
FILE NO. **SUB#251036**

GENERAL INFORMATION:

APPLICANT: Halff, representing Andres Zuniga, Member for Zuko Family Limited Partnership, is requesting final plat approval of the proposed Pharr Trade Center Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 54.66 acre tract of land, more or less, out of Lots 371 and 372, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 400 Block of E. Hi-Line Road.

ZONING: The property is currently zoned Limited Industrial District (L-I). The adjacent zones are Agricultural Open Space District (A-O) to the north and west, Agricultural Open Space District (A-O) and Heavy Industrial District (H-I) to the east and south. 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 Pharr Trade Center Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.: 1. Provide street light layout.

EASEMENTS: 1. See attached comments.

**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. See attached comments.

OTHER: 1. Financial guarantee provided for recording.
2. See staff comments attached.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve final plat of the proposed Pharr Trade Center Subdivision at their meeting on Thursday February 05, 2026.

STAFF REVIEW FOR:

PHARR TRADE CENTER SUBDIVISION

COMMENTS: Initials: J.R./E.D.L. OCTOBER 14,
2025

WATER:

- Easements will need to be 15' exclusive to the City of Pharr.
- All fittings will need to be MJ with megalocks.
- On industrial zone water line will need to be 12' PVC C-900.
- Will need to show all water crossings and connections details.
- Will need to verify all surrounding utilities in the area.
- Comments made may change depending on circumstances.
- Follow City of Pharr Construction Standards Manual.

SEWER:

- Easements will need to be 15' exclusive to the City of Pharr.
- Sanitary sewer must not be within another easement.
- Will need to provide all crossings and connections details.
- Sanitary sewer service will need to be 6" or grater.
- Will need to verify all surrounding utilities in the area (Force main)
- Comments made may 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: PHARR TRADE CENTER SUBDIVISION

Reviewed by: MIKE NAVARRO

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 REQUIEMENTS.**

Additional Comments: PHARR FIRE DEPARTMENT REVIEWED SUBDIVIOSN PLANS FOR TPA WAREHOUSE PHARR SUBDIVISON BY ASST FIRE MARSHAL MIKE NAVARRO AND FOUND THAT THE FOLLWING ITEMS ARE PENDING.

- 1. SHALL PROVIDE FIRE HYDRANT DETAIL TO INCLUDE 6 FEET BEHIND CURB IF SIDE WALK WILL BE INSTALLED.**



Pharr Public Work



Staff-Construction Meeting
Pharr Trade Center Subdivision
Pharr Tx, 78577

DATE: 7/29/2025
59.59 Acres

Plat Notes:

- **No comments**

General Notes:

- **Submit an approved Sediment Erosion Control Plan**
- **Submit an approved copy of your TCEQ Large Construction Permit**
- **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

City of Pharr • 118 S. Cage Blvd., 1st Floor • Pharr, TX 78577 • 956.402.4221

SUBDIVISION: Pharr Trade Cetner
Subdivision

DATE: October 15, 2025

REVIEW: Preliminary (Comments for plans dated: 10-13-2025)

PLAT

1. Signatures and seals from P.E. & R.P.L.S. are required.

SITE PLAN

1. Revise waterline size to 12"-in PVC for industrial use.
2. Provide all pertinent City of Pharr details for water, sewer, storm and paving.

DRAINAGE

1. Drainage report to be reviewed and approved by HCDD No. 1.
2. Provide cross-section details of detention pond. Detention area shall require a perimeter fence if depth is 3'-ft or deeper.
3. All detention ponds shall be required to be stabilized using sod or hydro-mulch to prevent erosion.

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.**

Gerardo Padron
Broadband Grad Engineer
Innovation & Technology Department
O: 956-402-2000
Gerardo.padron@pharr-tx.gov
104 Polk Ave
Pharr, TX 78577



Date: 10/15/2025
Staff -Plat Review: Subdivision:
Pharr Trade Cetner Subdivision

Plat Notes:

- No Notes

General Notes: Proposed Data/Telephone Access.

- 1. Data/Telephone Existing Access Point Location:**
 - a. Estimated at coordinates: 26° 6'4.29"N 98°11'44.53"W or 26° 6'3.19"N 98°11'36.48"W.
- 2. Primary Conduit Installation:**
 - a. A ****1x4" Schedule 40 conduit**** or ****1x4" SDR11 Orange conduit**** Sleeve shall be routed within the Utility Easement on Hi Line Rd (estimate coordinates 26° 6'4.29"N 98°11'44.53"W or 26° 6'3.19"N 98°11'36.48"W).
 - b. A ****1x4" Schedule 40 conduit**** or ****1x4" SDR11 Orange conduit**** Sleeve shall be routed within the Utility Easement on East Hi Line to within the Subdivision Location in accordance with Planning and Zoning Site Plan.
- 3. Following up on the comments from July 31, 2025, please make the following update to the utility site plan:**
 - a. · Action: Display the City of Pharr utility fiber cable within the Utility Site Plan.
 - b. · Data Provided: The coordinates for the fiber cable path and its hand-holes were included in the July 31 comment letter.
 - c. · Reason: This is a critical utility that must be shown to prevent excavation conflicts and ensure network integrity and part of City of Pharr Utilities.



Pharr Connect: Your Reliable Partner for Industrial Data Services

Pharr Connect is a premier, dependable service designed to meet the diverse needs of the industrial community. Whether you require a primary data source or secondary support, Pharr Connect delivers exceptional services tailored to your business requirements. Here's why Pharr Connect stands out as the ideal solution for your data service needs:

1. Key Features and Benefits:

a. **Unmatched Reliability:** Pharr Connect serves as a trusted primary or secondary data source, ensuring uninterrupted access to critical information for your operations.

b. **Strategic Location:** Access our services conveniently at the following coordinates: 26° 6'4.29"N 98°11'44.53"W or 26° 6'3.19"N 98°11'36.48"W.

This location provides seamless connectivity to data provided by the City of Pharr, ensuring efficiency and ease of use.

2. Minimal Construction Requirements:

a. With existing access points in close proximity, setup is quick and hassle-free, minimizing downtime and disruption to your operations.

3. **Customizable Plans and Competitive Rates:** Our sales team is ready to work with you to develop a plan that fits your budget and business needs. Schedule a meeting today to discuss tailored rates and service options.

4. Commitment to Excellence: Pharr Connect is dedicated to providing exceptional service to the industrial community, ensuring your business stays connected, informed, and ahead of the competition.

Why Choose Pharr Connect?

- **Proven Dependability**:** A track record of reliable service delivery.
- **Convenient Access**:** Strategically located for easy connectivity.
- **Cost-Effective Solutions**:** Competitive rates tailored to your needs.
- **Minimal Setup**:** Leveraging existing infrastructure for quick deployment.
- **Expert Support**:** A dedicated team committed to your success.

Pharr Connect is more than just a service—it's a partnership designed to empower your business with the data and connectivity you need to thrive. Contact us today to learn more and schedule a consultation with our sales team. Let Pharr Connect be the backbone of your industrial operations.

“Connect with Confidence. Choose Pharr Connect.”

Please let us know if additional details or clarification are required to proceed with this request.

RE: Subdivision Review TPA Warehouse Pharr Subdivision

From John Salinas <jbs_hcid2@att.net>
Date Mon 7/28/2025 2:03 PM
To Eddie Martinez <eddie.martinez@pharr-tx.gov>
Cc jl_hcid2@att.net <jl_hcid2@att.net>

***** 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 reservations, comments and updates for the TPA Warehouse Pharr Subdivision:

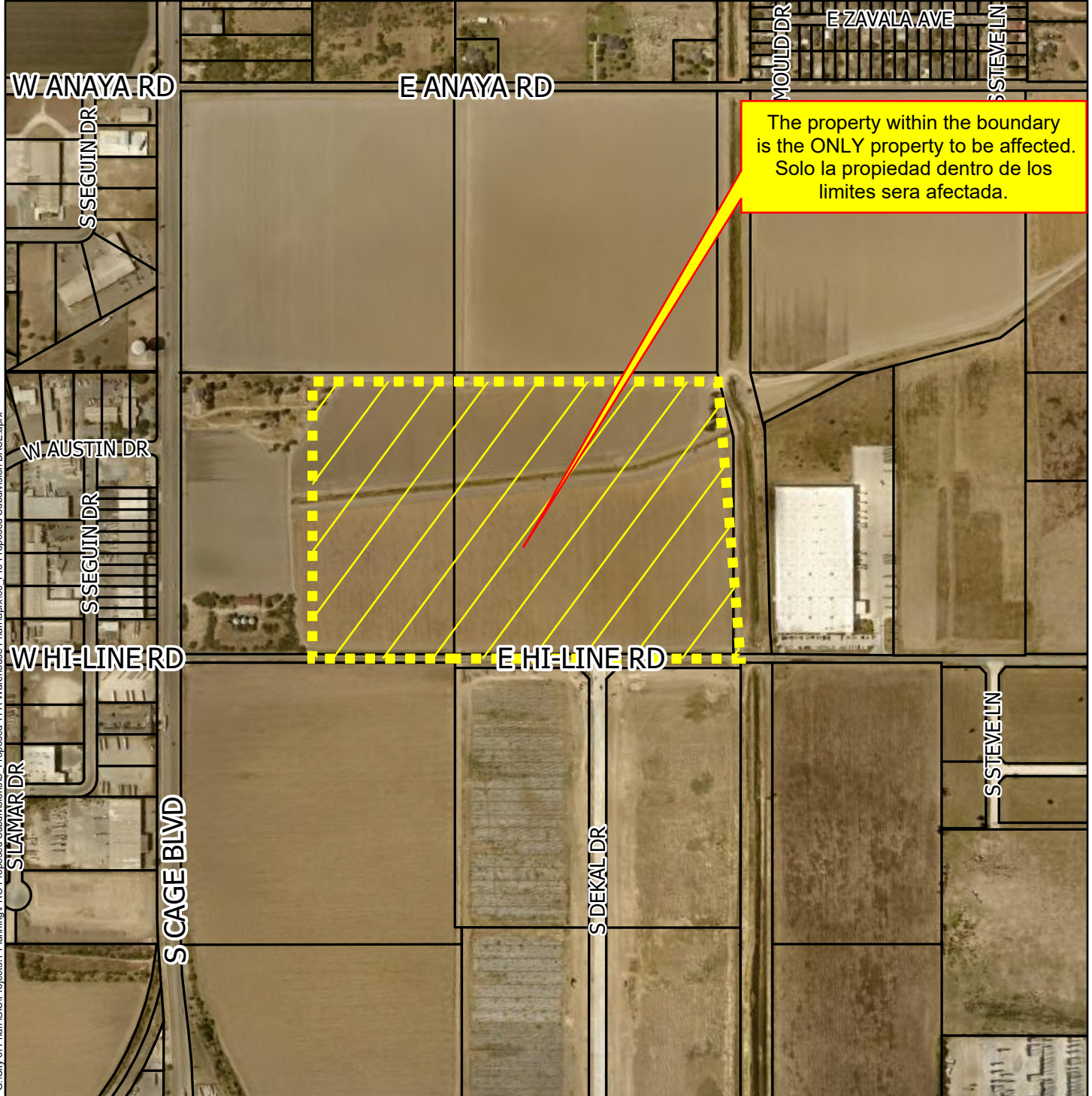
1. We have the general right of way covering all the lot. Vol. 19, pg. 257 and Vol. 19, pg. 257.
2. The existing drain ditch will not be abandoned but removed by separate document.
3. The drain ditch will be re-routed with underground pipeline by a recorded document.
4. The 34' irrigation easement dedicated by this plat along the west side is not correct and will be a recorded instrument.
5. The 30' irrigation easement dedicated by this plat along the north side is not correct and will be a recorded instrument.
6. The 34' irrigation easement dedicated by this plat along the east side is not correct and will not be required.
7. We need the recorded warranty deed of ownership.
8. Plat will need to include the Kelly-Pharr Subdivision name into the p.o.b. label.
9. Plat will need to exclude 56.59 acres from the district.
10. Our office will need the certificate of filing for the corporation/llc and documentation who is authorized to sign.
11. Additional plat note: A permit is required for any utility service crossing a HCID2 right of way, easement or facility.

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

From: Eddie Martinez [mailto:eddie.martinez@pharr-tx.gov]
Sent: Friday, July 25, 2025 9:05 AM
To: John Salinas; Javier
Subject: FW: Subdivision Review

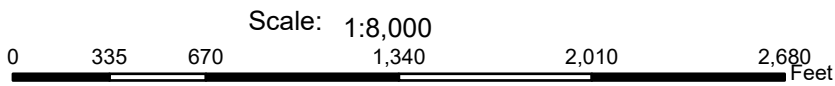
AERIAL



G:\City of Pharr\GIS\Projects\1-Planning\PRO Proposed Subdivisions\1- Proposed TPA Warehouse Pharr\prx\00 - Pro Proposed Subdivision BASE.aprx

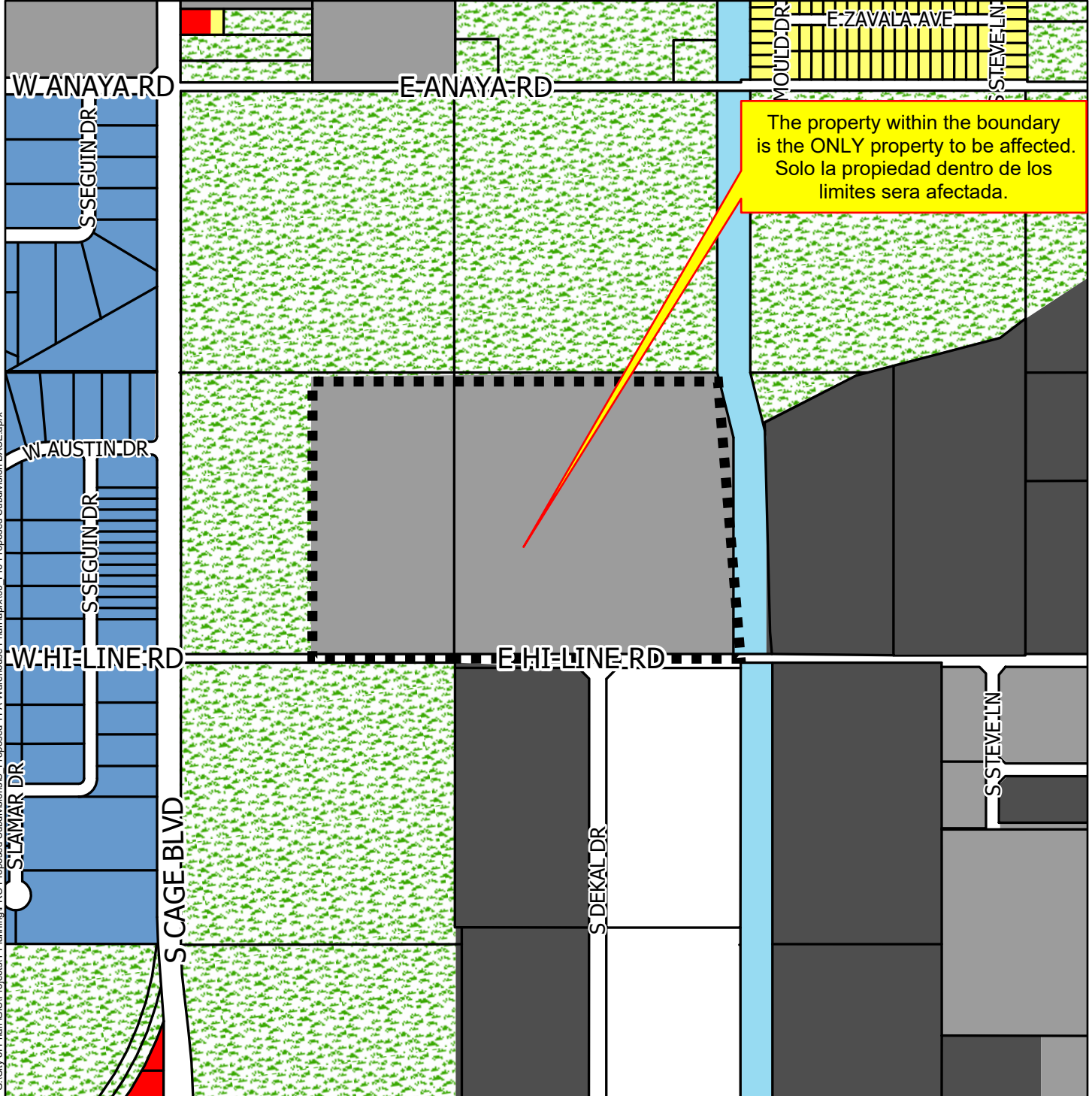
 Subject Property
 Pharr City Limit

City of Pharr, Texas
Engineering Department
956.702.5355

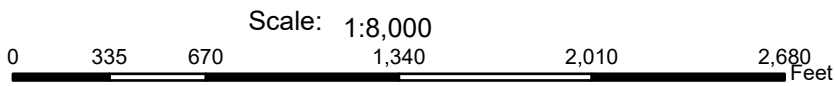


Date: 7/29/2025

ZONING



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





Pharr
Development Services



Site Photo

400 Blk. of East Hi-Line Road.





AGENDA MEMORANDUM

BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.A.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-18 regarding Water Conservation and Drought Contingency Plan Stage 2. **(1st Reading) This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Updating existing plan to show new water and sewer rates as well as the new state and county requirements.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of readings

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Melanie Cano
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 02/13/2026
Approved - 02/17/2026
Approved - 02/17/2026
Approved - 02/17/2026
New -

ORDINANCE No. O-2026-_____

AN ORDINANCE AMENDING ORDINANCE NOS: **O-2024-18**, O-2022-47 AND O-2019-26 OF THE CODE OF ORDINANCES OF THE CITY OF PHARR CHAPTER 130, UTILITIES, ARTICLE IV, WATER, DIVISION 1. EMERGENCY CONSERVATION, SECTION 232, ADOPTING THE AMENDED WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN, ESTABLISHING CRITERIA FOR INITIATION AND TERMINATION OF WATER CONSERVATION AND DROUGHT RESPONSE STAGES; PROVIDING FOR WATER ALLOCATION DURING SHORTAGES; PROVIDING FOR PENALTY OF UP TO \$2,000.00; PROVIDING FOR PUBLICATION; PROVIDING PROCEDURES FOR GRANTING VARIANCES; FOR SEVERABILITY; ORDAINING OTHER PROVISION RELATED TO THE SUBJECT MATTER; DECLARING AN EMERGENCY AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE THEREOF

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

SECTION 1: City of Pharr, Texas Water Conservation and Drought Contingency Plan

Table of Contents

1.0 Introduction

- 1.1 Purpose
- 1.2 Location and Size of City
- 1.3 Population

2.0 Water Supply and Demand

- 2.1 Raw Water Supply
- 2.2 Description of Water Treatment, Storage, and Distribution Facilities
- 2.3 Water Demand
- 2.4 Water Rates and Revenues

3.0 Wastewater Facilities

- 3.1 Description of Wastewater Treatment Plant and Wastewater Collection System
- 3.2 Sewer Rates and Revenues

4.0 Water Conservation **Plan**

- 4.1 Water Conservation Goals
- 4.2 Water Conservation **Programs**
 - A. Public Education and Awareness
 - B. Plumbing Fixture Efficiency Standards
 - C. Plumbing Fixture Retrofit and Replacement
 - D. Water Rate Structure**

- E. Metering and Repair
- F. Leak Detection, Repair, and Water Loss Record Keeping
- G. Water Conserving Landscaping
- H. Water Reuse
- I. Means of Implementation and Enforcement
- J. Wholesale Water Contracts
- K. Record Management System

4.3 Reporting

5.0 Drought Contingency Plan

- Section I Declaration of Policy, and Intent
- Section II Public Involvement
- Section III Public Education
- Section IV Coordination with Regional Water Planning Group
- Section V Authorization
- Section VI Application
- Section VII Definitions
- Section VIII Criteria for Initiation / Termination of Drought Response Stages
- Section IX Drought Response Stages
- Section X Additional Water Sources
- Section XI Review Committee – Formation, Power and Duties
- Section XII Variances
- Section XIII Violations, Penalties and Enforcement

6.0 Appendixes:

- Appendix A: TWDB Water Conservation Plan: Contact Information
- Appendix B: TWDB Utility Profile
- Appendix C: Water and Wastewater CCN Maps
- Appendix D: Resolution – Adoption of City of Pharr WCP & DCP

1.0 INTRODUCTION

1.1. Purpose

This document provides a revised and updated Water Conservation and Drought Contingency Plan for the City of Pharr, Texas, replacing the adopted 2019 Plan. The adoption of the new plan is to stay in compliance with TAC Title 30 Part 1 Chapter 288 Subchapter A (§288.2), B (§288.20) and C (§288.30). And maintain compliance with TAC Title 31 Part 10 Chapter 363 Subchapter A Division 2 (§363.15) to meet requirements for financial assistance with the Texas Water Development Board (TWDB).

The current extended drought affecting the watershed of the middle and lower Rio Grande has underscored the importance of water conservation and drought contingency planning to the City of Pharr. Water conservation and drought preparedness are essential if the City's to continue to meet its responsibility to provide adequate future water supplies for its citizens. The Water Conservation and Drought Contingency Plan will serve to extend the City's available water supply, decrease water losses and waste, and will provide procedures for responding to and coping with drought and other water supply emergencies.

1.2 Location and Size of City

The City of Pharr, Texas is located in the Lower Rio Grande Valley of Texas at the intersection of US Highway 281 and 83. The current service area size is 23 square miles with 415.30 miles of water lines and 301.67 miles of sanitary sewer lines.

1.3 Population

The City of Pharr's current population is 79,715 as per the 2020 Decennial Census Data, Population Division, U.S. Census Bureau. The projected population growth is shown below in Table 1.

Table 1. City of Pharr's Projected Growth

Year	2021 Regional Water Plan	2020 Water Master Plan
2020	89,220	79,714
2030	110,785	97,491
2040	132,436	116,545
2050	154,131	135,635
2060	175,826	154,727
2070	196,917	173,288

2.0 WATER SUPPLY AND DEMAND

2.1 Raw Water Supply

The City of Pharr has a contract with the Hidalgo Irrigation County District No. 2 (HCID 2), at a cost of \$0.178 per 1000 gallons of water metered delivered. It delivers the raw water supply from the Rio Grande River via canal system to the City's owned reservoir, which has a 70 Million Gallons (MG) capacity. The raw water from the reservoir then flows through a 36" gravity line to the City of Pharr Water Treatment Plant intake wet well. The City currently has a total of 10,639.377 acre-feet of water rights available as of January 2024. Additionally, the City of Pharr Water Treatment Plant has a Gulf Aquifer Emergency Groundwater well, it averages a total of 900 gpm or approximately 1.3 MGD.

2.2 Description of Water Treatment, Storage and Distribution Facilities

The City owns and operates a Surface Water Treatment Plant originally built in 1984 at a 4 MGD capacity, in 1997 it was expanded to 10 MGD and lastly in 2014 it was expanded and designed to treat 17.5 MGD of Surface Water and 1.5 MGD of Groundwater, setting a total production capacity of 19.0 MGD. It consists of a raw water pump station, 5-clarifiers, 1-rapid mix basin, 19 filters, one 1-MG clear well, two 2-MG ground storage tanks, and a high service pump station. The City of Pharr's Distribution System consists of approximately 415.30 miles of water lines ranging from 2"-30" and four elevated storage tanks, at a total of 3.25 MG elevated storage (one 0.5-MG, one 0.75-MG, and two-1.0 MG). The City of Pharr has enough storage capacity until the year 2035.

2.3 Water Demand

In the calendar year (CY) 2023, the water treatment plant treated approximately 2.913 billion gallons (8941.58 acre-feet) of raw water. It averaged 7.92 MGD and a maximum average use peak day of 11.70 MGD on August 17th, 2023. The City of Pharr has an approximate population of 79,715. The average residential gallons per capita per day (gpcd) used during the CY 2023 was approximately 97 gpcd, and for CY 2022, was 96 gpcd. Compared with an estimated statewide average municipal use of 134 gpcd in 2018 (TWDB, "2018 per Capita Water Use State Average"). The City's consistent average water use for the last three (3) years is in part due to continued mandatory conservation efforts implemented by the city, however with a continued population growth and economic development, water demand will increase especially during the summer. Based on historical data, a 2.46% projected growth will increase water demand to 3.058 billion gallons per year (9,387.4 acre-feet) in 2025, and 3.454 billion gallons per year (10,601.7 acre-feet) in 2030. At the City's current water rights standing at 10,639.377 acre-feet and projected water demand growth the City of Pharr will be challenged to meet future water demands.

2.4 Water Rates and Revenues

The City of Pharr currently applies Inclining/Inverted Block Water Rates, as per June 1st, 2025, the following are the water rates Inside City Limits (ICL) and Outside City Limits (OCL):

Table 2.1. Water Base Fee

Meter Size	Residential ICL	Residential OCL	Senior	Commercial
5/8" or 3/4"	\$ 20.81	\$ 22.38	\$ 9.03	\$ 40.79
1"	\$ 20.91	\$ 22.50	-	\$ 46.91
1 1/2"	\$ 21.13	\$ 22.77	-	\$ 54.11
2"	\$ 33.98	\$ 36.57	-	\$ 80.54
3"	\$ 47.08	\$ 50.68	-	\$ 122.10
4"	\$ 72.16	\$ 77.70	-	\$ 208.18

6"	\$ 118.30	\$ 127.41	-	\$ 354.84
8"	-	-	-	\$ 528.00

Table 2.2. Water Consumption Rates

Inc./ Inv. Block Gallons	Residential ICL	Residential OCL	Senior	Commercial
1 – 3,000	\$ 1.84	\$ 2.63	\$ 1.66	\$ 2.46
3,001 – 6,000	\$ 2.02	\$ 2.89	\$ 1.66	\$ 2.46
6,001 – 20,000	\$ 2.39	\$3.42	\$ 1.66	\$ 2.46
20, 001+	\$ 2.77	\$ 3.96	\$ 1.66	\$ 2.68

Rate for every 1,000 gallons

During Fiscal Year (FY) 2022 - 2023 total water revenue was \$9.516 million dollars.

3.0 WASTEWATER FACILITIES

3.1 Description of Wastewater Treatment Plant and Wastewater Collection System

The City of Pharr's Wastewater Treatment Plant (WWTP) began treatment operations in 1966 as a trickling filter plant. It was expanded in:

- 1974, addition of a second trickling filter train and sludge digester.
- 1986, addition of a 2.25 MGD carousel extended aeration system, the trickling filter operation ceased.
- 1997, addition of a 2.75 MGD second carousel extended aeration system.
- 2011, the following upgrades were done to increase permitted design flow to 8.0 MGD: addition of biological treatment train, with two Modified Ludzack-Ettinger (MLE bioreactors) and two clarifiers were constructed. Additionally, a new influent wastewater screen, effluent filtration system, ultra-violet (UV) disinfection system, and other plant improvements were included.

The Wastewater Collection System consists of 34 lift stations, and approximately 301.67 miles of sanitary sewer lines with pipes sizes ranging from 6" to 42".

3.2 Sewer Rates and Revenues

The City of Pharr current sewer rates, as **per June 1st, 2025**, are the following:

Table 3. Sewer Rates

Type	Residential	Senior	Commercial
Base Fee	\$18.91	\$9.03	\$40.39
Consumption Rate	\$1.23	\$0.77	\$2.22

Rate for every 1,000 gallons

During FY 2022-2023 total sanitary sewer revenue was \$6.751 million dollars.

4.0 WATER CONSERVATION PROGRAM

4.1 Water Conservation Goals

The City of Pharr's goals with respect to water conservation are to achieve the 5-year and 10-year targets for water savings listed in Table 4. It includes quantified 5-year and 10-year targets for total, residential and water loss in gallons per capita per day (GPCD). The 5-yr goals listed in this table were determined based on projected water demands, RWP projected population, and 8% total water loss of total system input volume for 2029 and 2034. These goals will be evaluated on the efforts and results of the 5-year targets.

Table 4. Water Conservation Goals

Description	Historic 5 yr Average	Baseline	5- yr target	10-yr target
Total GPCD	94	94	85	87
Residential GPCD	59	59	53	55
Water Loss GPCD	8	8	7	7

GPCD: gallons per capita per day

The goals listed above will be reached through improvement of water use accounting, replacement of old water lines, meter repair, meter efficiency testing, meter replacement, and record keeping (fire department, city's street sweeper, and city's vector trucks use.) Additionally, increase beneficial reuse of effluent from City's wastewater treatment plant, enhance public education on water conservation and continue enforcement of existing plumbing codes. The challenges facing these goals will be the hot weather conditions and rapidly increased population.

4.2 Water Conservation Program

The following actions will be taken by the City of Pharr to accomplish the goals mentioned above:

A. Public Education and Awareness

Public education and awareness are an essential component of the City's water conservation program. The objective is to communicate to the City's residents the need for and benefits of water conservation and to provide useful consumer-oriented information on water conservation practices and technologies. The City will obtain and disseminate such information through a variety of avenues including:

- Providing water conservation literature to new utility customers at the time they apply for service, to utility customers reporting high water use, and the utility sales office on continuing basis.
- Providing consumer tips on water conservation in Consumer Confidence Report to be made available on the Public Utilities website annually; notify residents via social platforms and through their monthly water bill.
- Providing literature on xeriscape landscaping and the use of native plants and grasses to reduce lawn water demands.
- Presentation at different civic organizations, city events, and schools.

The City of Pharr will make educational resources available on their Public Utilities website from TCEQ, TWDB and EPA. It will also continue to utilize social platforms to make public service announcements. Provide water conservation literature to all education facilities in our community. Lastly, continue to educate the public during community events.

B. Plumbing Fixture Efficiency Standards

In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992, meet the following standards:

- Shower Heads: No more than 2.50 gallons per minute at 80 pounds per square inch of pressure.
- Laboratory/Sink Faucets and Aerators: No more than 2.2 gallons per minute at 60 pounds per square inch of pressure.
- Wall mounted, Flushometer Toilets: No more than 2.0 gallons per flush
- All other Toilets: No more than 1.6 gallons per flush
- Drinking Water Fountains: Must be self-closing

The City of Pharr adopted the International Plumbing Code , most recent edition excluding A, promulgated by the International Code Council as the City of Pharr Plumbing Code (*Ord. No. O-95-04, § 1, 1-3-95*). *And the International Residential Code, most recent edition, with Appendixes A through Q, excluding L and I as the City of Pharr Residential Code (Ord. No. O-2000-45, § 1, 10-3-00)*. *Additionally, it placed the following Building(s) regulations:*

- Swimming Pools: Adoption of International Swimming Pool and Spa Code (Ord. No. O-91-19, § 1, 6-18-91; Ord. No. O-2013-32, § 1, 9-3-13).
- Irrigation System: Water conservation means the design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion (Ord. No. O-2009-24, § 1, 7-21-09)

The use of water efficient plumbing fixtures in new construction is expected to significantly reduce per capita water use and wastewater flow over time. These savings will occur "passively" as a consequence of new development and as old inefficient plumbing fixtures continue to wear out and are replaced. Water savings associated with high efficiency plumbing fixtures are not dependent on conscious effort by the customer to modify water use behaviors.

C. Plumbing Fixture Retrofit and Replacement

The City will encourage the retrofit and/or replacement of older, inefficient plumbing fixtures and appliances through the public education and awareness activities described above. Emphasis will be placed on the expected cost saving and payback periods through reduced water, wastewater, and energy costs. Additionally, the City will continue to replace inefficient plumbing fixtures in all city-owned facilities.

D. Water Rate Structure

The current Incline/Inverted Block Water Rate structure will continue to significantly encourage water conservation efforts from residential, commercial customers and thus resulting sustainability for future growth.

E. Metering and Repair

Metering all water services is an effective means of improving and maintaining control of water system operations and provides the basis for efficient and equitable cost recovery. Metering provides a database for system performance monitoring, for planning future facilities, and for assessing the effects of water conservation measures. Metering also improves accountability for both water deliveries and for unaccounted for water losses. The City of Pharr meters all water accounts, including those serving city facilities.

In April 2010 the City conducted a Meter Management Audit by JBS Associates. The audit included recommendations that are now being implemented such as testing meters annually and every two years depending on usage and age of the meter. Rule of thumb, if a 5/8" -3/4" meter has over a 1,000,000-gallon usage or over 15 years that meter should be changed; however, the City of Pharr follows a 10-year replacement. Periodic testing will be conducted every year on approximate 0.5% of the 3/4" meter for efficiency verification. Meters found to be outside these parameters (+/- 5%) will be replaced. Master Meters (raw water meter and high service meters) at the Water Treatment Plant are tested annually by a third party and results are reported to staff in writing and are filed for at a period of five years. Master meters which are not within +/- 5% of standard will be repaired and/or replaced. The City will continue to follow the recommendations from Meter Management Audit.

F. Leak Detection, Repair, and Water Loss Record Keeping

The 2018 City of Pharr Water System Master Plan recommended improvements are primarily driven by the need to replace mains within the City that are in poor conditions or asbestos cement (AC) pipes regardless of size. The replacement of AC mains should be automatically programmed to any street improvement project. It also recommends any street improvement work should include removing and replacing any AC Mains if they exist within the boundaries of the project.

When unaccounted water loss is greater than 15% annually, the City of Pharr will evaluate and determine if a systematic leak survey of the water distribution system is required and proceed accordingly. The City of Pharr Public Utilities has implemented recorded keeping of water usage of fire fighter department, street sweeper use, vactor truck use, and flushing of water mains. These accounting will allow the City of Pharr to better estimate actual water losses and will aid in evaluating the costs and benefits associated with leaks detection and the repair or replacements of main waterlines. Annual top-down audits will be conducted by the Public Utilities staff, they will utilize these records and their institutional knowledge to provide an overall picture of water loss during the year. Monthly tracking will allow for a more accurate unaccounted water loss.

G. Water Conserving Landscaping

At this time the City does not have landscaping restrictions for the purpose of water conservation, however, it will continue to encourage its residents to adopt water efficient landscaping practices through its public information program. The City encourages and supports the use of xeriscape landscaping techniques. The Public Utilities staff distribute xeriscape literature and lawn watering methods at community events.

H. Water Reuse

The City uses non-potable reclaimed wastewater effluent for facility wash-downs and chlorination at the wastewater treatment plant. The effluent basin accommodates 6" pump that provides non-potable reuse water to the City's golf course for irrigation purpose. The City is also looking at potential use of non-potable reuse water for various city services such as city street sweepers, city vactor truck and construction water tanks trucks.

I. Means of Implementation and Enforcement

An ordinance by the City Commission has been approved adopting this water conservation plan (Appendix D). The City's Public Utilities Department and City Manager will have primary responsibility for implementing the plan. The Public Utilities Department will be responsibility for keeping records of the implementation to verify water loss annually through top-down audits. (See 4.2F and 4.2K). These records will be compared to the goals stated above. The City's Police Department, Fire Department,

Code Compliance, and Public Utilities staff will have enforcement powers in accordance with the Drought Contingency Plan Ordinance.

J. Wholesale Water Contracts

The City of Pharr will require, through contractual agreement, that any political subdivision or public water supplies contracting with City for wholesale water supply or wastewater services either (1) adopt the provisions of the City's water conservation and drought contingency plan; or (2) develop and adopt a plan which meets the requirements of the TWDB or TCEQ. **Currently the City of Pharr does not service continued wholesale water, only as needed.**

K. Record Management System

The City of Pharr record of management includes purchased water, treated water and billed water. It classifies its water services by residential customers, residential senior, commercial, and institutional (church, school, and city). Based on the type of record keeping the system has established would allow to keep track of the effectiveness of our annual goals. As mentioned on Section 4.2 F top-down audit will give us a general knowledge if we meet our annual goal. Even though no monthly goals are established, we believe setting the annual goal will set the margin to meet a goal monthly. With better record keeping as mentioned above we can continue to track our progress in meeting our goals in Section 4.1 annually.

4.3 Reporting

The City of Pharr will continue its water conservation programs indefinitely and will report to the Executive Administrator of the TWDB on the implementation and status of the City's water conservation programs. The City is obligated to the TWDB under TAC Title 31 Part 10 Chapter 363 Subchapter A, Division 2 (§363.15) to submit an annual report. The annual report will be completed and submitted as required by the TWDB to determine the City's compliance with the Water Conservation and Drought Contingency Plan.

Drought Contingency Plan

City of Pharr

P.O Box 1729 Pharr 78577

CCN# 11918

PWS # 1080009

September 18, 2025

The City of Pharr Drought Contingency Plan (“Plan” or “DCP”) has been developed and adopted to establish a protocol for conserving water supply during emergency drought conditions and water shortages.

Section I: Declaration of Policy, Purpose, and Intent

In compliance with Texas Water Code Chapter 11 and Title 30 Texas Administrative Code Chapter 288, the Plan is to be adopted with the intent of preserving the reliability and stability of public water facilities while mitigating impacts of an emergency water shortage. The Plan prioritizes the protection of public health, welfare, and safety through maintaining domestic water usage, sanitation services, and fire protection. The City of Pharr hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Section II: Public Involvement

The City of Pharr provided an opportunity for the public to provide input during the Plan development through public meetings, bill inserts, and public notices posted on City of Pharr website and physically at official buildings.

Section III: Public Education

Following adoption, continued education to inform customers of any changes to the Plan and to continuously increase awareness of triggers, response measures, and importance of the plan will be conducted through:

- *Social media posts*
- *Bill inserts*
- *Public notices*
- *Press releases*
- *Public Events*
- *Other: Public service announcements and public utilities website.*

Section IV: Coordination with Regional Water Planning Groups

The City of Pharr is located within the Region M Water Planning Group. A copy of the approved City of Pharr Drought Contingency Plan will be shared with Region M upon adoption.

Section V: Authorization

The City Manager of the City of Pharr is authorized to determine the appropriate water conservation stage and implement the corresponding provisions as outlined in this Plan. Similarly, the City Manager of the City of Pharr is authorized to initiate or terminate the drought or other water supply emergency response measures as outlined in this Plan.

The provisions of this Plan may be amended, supplemented, changed, or repealed at any time during a duly called, noticed, and convened meeting of the City Manager of the City of Pharr.

Section VI: Application

The provisions of the City of Pharr DCP apply to all persons, customers, and property utilizing water services provided by City of Pharr. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

The highest priority for water usage during all stages is the protection of public health, welfare, and safety by providing water for human consumption, sanitation services, fire protection, and when alternative water sources are not available, the watering of livestock.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Pharr.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Foundation watering: an application of water to the soils directly abutting (within 2 feet) the foundation of a building, structure.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Criteria for Initiation and Termination of Drought Response Stages

The City Manager **or** his or her designee shall monitor water supply and demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the plan. **Notification will be made through major media outlets and mailings. The designated City of Pharr representative will notify water users when water use restrictions have been eased due to lessening of drought conditions.**

The triggering criteria described below are based on the level of the United States share of water in the Falcon-Amistad Reservoirs as reported by the TCEQ Rio Grande Watermaster, and demand on the municipal system capacity. The stages of

the drought plan may be rescinded when all of the conditions listed as triggering events have ceased for a period of three (3) consecutive days. Any one of the triggers listed below may cause the utility to initiate water restrictions. Please refer to Table 1: Demand, Supply and Emergency Triggers.

As of September 2025, the City of Pharr Water Treatment Plant Total System Treatment Capacity: 19.0 MGD, rated/rerated in 2019.

Table 1: Demand, Supply and Emergency Triggers

TYPE	TRIGGER	ACTION
DEMAND TRIGGERS	Water demand reaches or exceeds sixty-eight percent (68%) of delivery capacity for three (3) consecutive days (<i>currently 13 MGD</i>)	City of Pharr may enact Stage Two water restrictions
	Water demand reaches or exceeds seventy-four percent (74%) of delivery capacity for three (3) consecutive days (<i>currently 14 MGD</i>)	City of Pharr may enact Stage Three water restrictions
	Water demand reaches or exceeds seventy-nine percent (79%) of delivery capacity for three (3) consecutive days (<i>currently 15 MGD</i>)	City of Pharr may enact Stage Four water restrictions
	Water demand reaches or exceeds eighty-four percent (84%) of delivery capacity at any time (<i>currently 16 MGD</i>)	City of Pharr may enact Stage Five water restrictions
STAGE ONE WATER RESTRICTIONS AT ALL TIMES UNLESS:		
SUPPLY TRIGGERS	Reservoir levels of Amistad/Falcon reach forty percent (40%) of capacity	City of Pharr may enact Stage Two water restrictions
	Reservoir levels of Amistad/Falcon reach thirty percent (30%) of capacity	City of Pharr may enact Stage Three water restrictions
	Reservoir levels of Amistad/Falcon reach twenty percent (20%) of capacity	City of Pharr may enact Stage Four water restrictions
	Reservoir levels of Amistad/Falcon reach fifteen percent (15%) of capacity	City of Pharr may enact Stage Five water restrictions

TYPE	TRIGGER	ACTION
EMERGENCY TRIGGER	As determined by City Manager, including but not limited to system outage, equipment failure, or supply source contamination	Reduce water use to levels deemed necessary

Section IX: Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The City Manager or his/ her designee shall notify the public by means of:

- a) City Website/Social Media
- b) publication in a newspaper of general circulation, direct mail to each customer,
- c) public service announcements,
- d) signs posted in public places

Additional Notification:

The City Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- 1) Mayor / Chairman and members of the City Council
- 2) Fire Chief (s)
- 3) City and/or County Emergency Management Coordinator(s)
- 4) County Judge & Commissioner(s)
- 5) State Disaster District / Department of Public Safety
- 6) TCEQ (required when mandatory restrictions are imposed)
- 7) Major water users
- 8) Critical water users, i.e. hospitals
- 9) Parks /street superintendents & public facilities managers

Stage One: **Voluntary Conservation**

Voluntary conservation is the first stage of the conservation program and is always in force unless a higher stage is required and enacted. During Stage One, City of Pharr will aim to reduce per capita consumption by one percent (1%). The public is requested to voluntarily limit the amount of water used and only use the amount absolutely necessary for health, business, and irrigation. Notice of such request

shall be given by the City Manager through appropriate circulars, television, radio, and newspaper media at his or her discretion.

Water customers are requested to voluntarily limit the amount of water used for all activities, including but not limited to the following water uses:

- a. Designated irrigation days: Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6, or 8). And Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9). Landscape irrigation by means of a hand-held hose or using drip irrigation system is exempt from these requirements.
- b. Washing of automobiles, trucks, trailers, motorbikes, boats, airplanes, and other types of mobile equipment on designated irrigation days.
- c. Filling or refilling of residential swimming and/or wading pools;
- d. Irrigation of golf course tee boxes, greens, and fairways;
- e. Operation of ornamental fountains;
- f. Use of water from fire hydrants for activities unrelated to firefighting;
- g. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- h. Wash down of buildings or structures for purposes other than immediate fire protection; and
- i. Flushing gutters or permitting water to run or accumulate in any gutter or street.

Stage Two: Mandatory Compliance Water Alerts

During Stage Two, City of Pharr will aim to reduce per capita consumption by three percent (3%). The following restrictions shall apply to all persons:

Irrigation of outdoor vegetation shall be limited except for during the days and times as provided in this section and in such zones as designated herein. Irrigation by drip method or hand-held buckets is permitted at any time in any zone.

Schedule:

- a. Landscape Irrigation is only to be conducted during the hours of 6:00 p.m. to 10:00 a.m. on designated irrigation days.

b. The washing or sprinkling of foundations is only to be conducted on designated irrigation days, as those for landscape irrigation between the hours of 6:00 p.m. to 10:00 a.m.

c. The washing of automobiles, trucks, trailers boats, airplanes and other types of mobile equipment is only to be conducted on designated irrigation days between the hours of 6:00 p.m. to 10:00 a.m. Such washing, when allowed, shall be done with a handheld bucket or a handheld hose equipped with a positive shutoff nozzle for quick rinses.

Exception: Washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from this recommendation if the health, safety and welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles to transport food and perishables.

d. The refilling or adding of water to residential swimming and/or wading pools is only to be conducted on designated irrigation days between the hours of 6:00 p.m. to 10:00 a.m.

e. The operation of any ornamental fountain, pond, or other structure making similar use of water for scenic or aesthetic purposes is only to be conducted between the hours of 6:00 p.m. to 10:00 a.m. Fountains or structures with a recirculation system, as well as water use to support aquatic life, are exempt from this recommendation.

f. The use of water for irrigation for golf greens, fairways, and tee boxes is only to be conducted on designated irrigation days between the hours of 6:00 p.m. to 10:00 a.m. Provided, however, any golf course utilizing wastewater effluent or raw water is exempted from this provision.

g. Use of water from fire hydrants shall be limited to firefighting and related activities, and/or other governmental use activities necessary to maintain the health, safety, and welfare of the City of Pharr.

h. Use of water to wash down buildings or structures for purposes other than immediate fire protection is only to be conducted between the hours of 6:00 p.m. to 10:00 a.m.

The following uses of water are defined as waste of water and are prohibited:

1. Flushing gutters or permitting water to run or accumulate in any gutter or street;
2. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s);

3. Washing sidewalks, driveways, parking areas, tennis courts or other paved areas, except to alleviate immediate fire hazards; and
4. Use of water for dust control.

In addition to the above restrictions, all water customers are requested to voluntarily limit any other water use to only the amount which is absolutely necessary for health or business purposes.

Stage Three: Mandatory Compliance Water Warning

During Stage Three, the following restrictions apply. In this stage, City of Pharr will aim to reduce per capita consumption by five percent (5%), or two percent (2%) greater than Stage Two. All elements of Stage Two, shall remain in effect in Stage Three except that:

- a. Irrigation of any outdoor vegetation is only to be conducted on the designated irrigation days and only during the hours of 7:00 p.m. to 9:00 a.m. on such designated days. Irrigation by drip or hand-held buckets is permitted at any time.
- b. The operation of any ornamental fountain, pond, or other structure making similar use of water for scenic or aesthetic purposes is prohibited. Fountains or structures with a recirculation system, as well as water use to support aquatic life, are exempt from this restriction.
- c. Use of water to wash down buildings or structures for purposes other than immediate fire protection is prohibited.
- d. All other water restrictions listed under Stage Two's schedule remain in effect with a reduced designated watering period between 7:00 p.m. and 9:00 a.m. on designated irrigation days. Water use for those purposes outside of this period is prohibited.

Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$50.00 dollars and not more than \$2,000.00 dollars.

Stage Four: Mandatory Compliance Water Shortages

During Stage Four, the following restrictions apply. In this stage, City of Pharr will aim to reduce per capita consumption by ten percent (10%), or five percent (5%) greater than Stage Three. All elements of Stages Two and Three shall remain in effect in Stage Four with the following additional restrictions:

Schedule:

- a. All outdoor irrigation of vegetation shall be allowed only between the hours of 8:00 p.m. to 6:00 a.m. on designated irrigation days and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.

b. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment not occurring upon the immediate premises of commercial carwashes and commercial service stations and not in the immediate interest of the public health, safety and welfare is prohibited.

c. Car washes and commercial service stations in the immediate interest of public health, safety and welfare shall be limited to ninety percent (90.0%) of their monthly average usage based on the last twelve (12) billing periods for each of such customer.

d. Commercial nurseries, commercial sod farmers, and similarly situated establishments shall water only on designated irrigation days between the hours of 8:00 p.m. to 6:00 a.m. and shall use only handheld hoses, drip irrigation systems, or handheld buckets.

e. The filling refilling, or adding of water, except to maintain the structure integrity of the pool, to swimming and/or wading pools is prohibited.

f. All watering of golf course fairways, greens, and tee boxes is prohibited unless done with treated wastewater, reclaimed water, or well water.

Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$50.00 dollars and not more than \$2,000.00 dollars.

Stage Five: Mandatory Compliance Water Shortage Emergency

During Stage Five, the following restrictions shall apply. All elements of Stages Two through Four, including the goal of ten percent reduction (12%) of water use per capita, shall remain in effect in Stage Five except that:

a. No applications for new, additional, further expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or other water service facilities of any kind shall be allowed, approved or installed except as approved by the City of Pharr.

b. All allocations of water use to non-essential industrial and commercial customers, such as restaurant water service and misters, shall be reduced to amounts as established by the City of Pharr.

c. No bulk water sales shall be made from the City of Pharr or other sources for any purpose when such water will be transported by a tanker truck or similar type vehicle.

d. All filling, refilling, and adding water to residential swimming and/or wading pools is absolutely prohibited.

e. The maximum monthly water use allocation for residential customers may be established with revised rate schedules and penalties by the City

Commissioners on recommendation by the City Manager. Irrigation is permitted only by:

- i. Handheld or faucet filled bucket;
- ii. Continuously handheld hoses;
- iii. Drip irrigation during the hours from 6:00 a.m. to 8:00 a.m., once every ten (10) days, by a schedule established by the City Manager.

f. The washing of automobiles, trucks, trailers boats, airplanes, and other types of mobile equipment not occurring upon the immediate premises of commercial carwashes and commercial service stations and not in the immediate interest of the public health, safety and welfare shall be prohibited.

Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$50.00 dollars and not more than \$2,000.00 dollars.

Stage Six: Water Allocation

During Stage Six, the following restrictions shall apply, in addition to all elements of Stages Two through Five. In the event that water shortage conditions threaten public health, safety, and welfare, the City Manager is hereby authorized to allocate water according to the following priorities so that the remaining water is available for essential health- and safety-related uses. The priority list for water use during severe drought will be the following:

- Priority 1 – Hospitals and Medical Facilities, including Dialysis Centers
- Priority 2 – Emergency Water Facilities
- Priority 3 – Fire Protection
- Priority 4 – Residential
- Priority 5 – Schools
- Priority 6 – Industrial
- Priority 7 – Commercial
- Priority 8 – Recreation/Aesthetics

Section X: Additional Water Sources

The City of Pharr will take necessary measures to acquire an additional water source such as adjoining water suppliers and reservoirs.

Section XI: Review Committee – Formation, Powers and Duties

Upon approval of this Drought Contingency Plan, the City Manager will establish a **Review Committee** to review hardship and special cases involving customers, persons, or property utilizing the City of Pharr's water that cannot abide by the provisions of this plan. The Review Committee will consist of the City Manager, Public Utilities Director,

and a member/ customer chosen by the City Commissioners. The Public Utilities will be the Chairman of the Review Committee, and the designee will be the Vice-Chairman.

All requests for a variance to the provisions of this Plan must be submitted to the Review Committee in writing and must state the circumstances supporting the request. The Review Committee is authorized to grant variances from the provisions of this Plan if, owing to peculiar circumstances, an undue hardship will result, and the granting of the variance will not be contrary to the public interest.

All decisions of the Review Committee will be reported to the City Commissioners at the next regularly scheduled Meeting. If the Review Committee denies a request for a variance, an appeal can be made to the City Commissioners at the next regularly scheduled meeting. If a protest is received after the granting of a variance, the Review Committee will refer the protest to the City Commissioners at the next regularly scheduled meeting. The decisions of the City Commissioners are final.

Section XII: Variances

The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- a. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- b. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Pharr within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

1. Name and address of the petitioner(s).
2. Purpose of water use.
3. Specific provision(s) of the Plan from which the petitioner is requesting relief.
4. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
5. Description of the relief requested.
6. Period of time for which the variance is sought.
7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
8. Other pertinent information.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

All decisions of the Review Committee will be reported to the City Commissioners at the next regularly scheduled meeting. If the Review Committee denies a request for a variance, an appeal can be made at the next regularly scheduled meeting. If a protest is received after the granting of a variance, the Review Committee will refer the protest to the City Commissioners at the next regularly scheduled meeting. The decisions of the Commissioners are final.

Section XIII: Violations, Penalties, and Enforcement

a. No person shall knowingly or intentionally allow the use of water from the City of Pharr's system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provisions of this Plan.

b. Any person who violates this Plan will be issued a warning on the first offense, any person who violates this Plan thereafter is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$50.00 dollars and not more than \$2,000.00 dollars. Each day that anyone or more of the provisions of this Plan are violated will constitute a separate offense. Upon receiving a notice of violation on the second offense, the customer's meter is subject to being locked. If a customer receives a notice of violation for two or more distinct violations in any one-day period, the City Manager will, upon due notice, be authorized to discontinue water service to premises where the violations occurred, and a fee will be required to be paid before service is restored. Should any person or customer receive a third notice of violation, water service will be discontinued, and a flow restriction device will be installed at the customer's meter at the customer's expense, and a second fee will be required to be paid before service is restored. Should a customer's water service be discontinued for a third time, then the fee for restoring water service shall be doubled.

1. For any customer whose meter equivalent is 1, water service will be restored after the first disconnection for a fee of \$30.00. For any customer whose meter equivalent is more than 1, water service will be restored after the first disconnection for a fee of \$30.00 per meter equivalent. After the second disconnection, water service will be restored only after a second fee of \$30.00 per meter equivalent has been paid and a flow restriction device has been installed at the customer's meter at the customer's expense. This device will remain connected to the customer's meter until the Corporation returns to Stage 2 or less. After the third disconnection, water service will be restored only after a third fee of \$30.00 per meter equivalent has been paid.

2. The above surcharges and termination provisions will not apply if the water used resulted from a loss of water (i.e., water leak) through no fault of the customer. The customer will have to prove that immediate steps were taken to

correct the leak after its discovery and that the customer was not in any way negligent in causing or permitting the loss of water.

c. Any City of Pharr employee from Police Department, Fire Department, Code Compliance or Public Utilities Department may issue a notice of violation to a person he/she reasonably believes to have committed a violation of this Plan. The notice of violation will be prepared in duplicate and will contain the name of the member and the tenant, if any, the address, the alleged violation, and the date.

d. The customer in apparent control of the property where a violation occurs or originates will be presumed to be the violator, but the customer will have the right to show that he/she did not commit the violation. The customer will be presumed to be responsible for minor children and for anyone residing in the customer's household who commits a violation.

SECTION 2 – CUMULATIVE

That except as herein amended, this Ordinance shall be cumulative of all other ordinances and said Ordinances shall remain in full force and effect, unimpaired hereby.

SECTION 3 – EFFECTIVE DATE; PUBLICATION

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

SECTION 4 – PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ___ day of ___ 2026.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____ 2026.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____ 2026.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.B.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution nominating candidate to the Hidalgo County Appraisal District Board of Directors to fill an unexpired term.
This item supports SG - Sound Governance and Fiscal Sustainability.

Classification: Regular

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

Issue: The Chief Appraiser of Hidalgo County Appraisal District has called for the nomination to fill the unexpired term on the Hidalgo County Appraisal District Board of Directors, with the term ending December 31, 2027, as prescribed by Section 6.03 of the Texas Property Tax Code.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends the Board of Commissioners to submit the name of the nominee on the attached Resolution.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 02/13/2026
Final Approval - 02/16/2026

HIDALGO COUNTY APPRAISAL DISTRICT

Joe D. Olivarez Chairman
Veronica "Ronnie" Ontiveros Vice-Chairperson
Amador Requenez Secretary
Richard A. Garza Member
Albert D. Cardenas Member



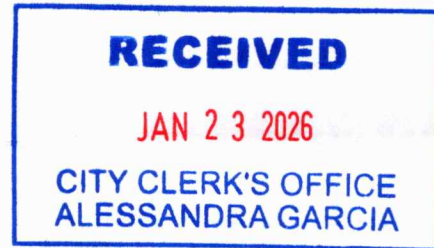
Pablo "Paul" Villarreal, Jr. Member
Erica E. Canales Member
Karina Cardoza Member
Rolando Garza Chief Appraiser

PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
www.hidalgoad.org

January 16, 2026

Ms. Hilda Pedraza
City of Pharr Secretary
PO Box 1729
Pharr, TX 78577

Re: 2026 Board of Directors Vacancy



Dear Ms. Pedraza:

It is with profound sorrow and heavy hearts that we inform you of the passing of our esteemed colleague and friend, Eddy Betancourt, Board of Directors Vice Chairman, who died on December 27, 2025.

Eddie has been a dedicated and valued member of the Board of Directors since 2020. His wisdom, kindness, and commitment have left an indelible mark on our organization, and he will be greatly missed by all who had the privilege of knowing him.

In accordance with the Texas Property Tax Code, Section 6.03 and Section 6.031, a vacancy in the Board of Directors has been declared following this unfortunate event. The existing Board of Directors must fill the vacancy in the manner as follows:

1. Participating taxing units must nominate candidates via resolution for a vacant appointed director seat.
2. Resolutions must be submitted by March 2, 2026.
3. The Chief Appraiser will compile the list of nominees and submit it to the current Board of Directors.
4. The Board will select a nominee from the list by majority vote to fill the vacancy at the March 11, 2026, Board of Directors meeting.

For your convenience, a sample resolution form is included; you are welcome to use it, or you may submit one prepared by your office. If you require additional information, please don't hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG: plg

Attachment

RESOLUTION NO. R-2026- ____

**A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF PHARR TEXAS
EXPRESSING ITS NOMINATION FOR THE HIDALGO COUNTY APPRAISAL
DISTRICT BOARD OF DIRECTORS**

WHEREAS, the City Commission for the City of Pharr is authorized to make nomination for the position to be filled in the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, this director shall serve the unexpired term ending December 31, 2027, and that all taxing entitles associated with the Hidalgo County Appraisal District are authorized to nominate one (1) person for said Board; and

WHEREAS, the Board of Commissioners of the City of Pharr must submit the name of the nominee by written resolution to the Chief Appraiser by March 2, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS that the name of:

is hereby nominated by the City of Pharr to the Hidalgo County Appraisal District Board of Directors.

FURTHERMORE, the City Commission for the City of Pharr directs the Chief Appraiser to submit said nomination for consideration by the Board of Directors to fill the vacancy.

PASSED AND APPROVED this the ____ day of _____, 2026.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM

BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.C.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Napoleon Coca, Director

DEPARTMENT: GMCD

DIRECTOR: Napoleon Coca

Agenda Item:

Consideration and action, if any, on Resolution authorizing submission of the FY 2025 Operation Stonegarden (OPSG) Grant Program application to the Office of the Governor, Homeland Security Grants Division; designating authorized representatives; and certifying compliance with all applicable grant requirements. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue:

Authorize submission of a FY 2025 Operation Stonegarden (OPSG) Grant Program application to the Office of the Governor - Public Safety Office.

Fiscal Consideration: None at this time. Grant submission only; no city funds are committed unless the grant is awarded.

Staff Recommendation: Staff recommends approval as presented.

Alternatives: No alternatives are being proposed.

Exclude Material from Public Packet? No

Reason: None.

ROUTING:

Napoleon Coca

Created/Initiated - 02/13/2026

Napoleon Coca

Approved - 02/13/2026

Melanie Cano

Approved - 02/17/2026

Ricardo Rodriguez

Approved - 02/17/2026

Jamison Merrick

Approved - 02/17/2026

City Management Office

New -

RESOLUTION NO. R-2025-_____

**OFFICE OF THE GOVERNOR
HOMELAND SECURITY GRANTS DIVISION
FY 2025 OPERATION STONEGARDEN (OPSG) GRANT PROGRAM**

WHEREAS, OPSG funding is to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border into the interior of the United States.

WHEREAS, The City of Pharr City Commission finds it in the best interest of the citizens of Pharr that the Operation Stonegarden Grant Program (OPSG-2025) be operated for the fiscal year 03-01-2026 to 02-28-2027 and

WHEREAS, the purpose of the Operation Stonegarden Grant Program (OPSG-2025) is to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations and

WHEREAS, The City of Pharr City Commission agrees to provide, if applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grants Division grant application, and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grants Division funds, The City of Pharr City Commission assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full; and

WHEREAS, The City of Pharr City Commission designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

WHEREAS, the City Commission of the City of Pharr designates the City's Chief Financial Officer (or designee) as the Financial Officer, with authority to submit financial and/or programmatic reports and to make approved budgetary or grant adjustments on behalf of the City of Pharr.

NOW, THEREFORE, BE IT RESOLVED that the Pharr Board of Commissioners approve submitting the application for the Operation Stonegarden Grant Program (OPSG-2025) to the Office of the Governor, Homeland Security Grants Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS DAY OF 2026.

Grant Number:

ATTEST:

CITY OF PHARR:

Ambrosio Hernandez, Mayor

Imelda Perez. CITY CLERK

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 February 2026, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____ day of February 2026, ad.

City of Pharr

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.D.

DATE SUBMITTED: February 17, 2026

MEETING DATE: February 23, 2026

FROM: Jamison Merrick, Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action, if any, on Resolution authorizing and approving publication and posting of a Notice of Intention to Issue the City's combination tax and revenue Certificates of Obligation for the purposes set forth in the notice of intention and other matters in connection therewith. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: Resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation / Revenue Bonds, Series 2026, for the design, acquisition, construction, and improvement of certain public works, and authorizing certain other matters relating thereto.

Fiscal Consideration:

Staff Recommendation: Motion: I move to approve the City's Notice of Intention.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 02/17/2026
Approved - 02/17/2026
Final Approval - 02/17/2026

RESOLUTION NO. _____

**AUTHORIZING AND APPROVING PUBLICATION AND POSTING OF
NOTICE OF INTENTION TO ISSUE CITY OF PHARR, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF
OBLIGATION IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT
NOT TO EXCEED \$60,000,000 AND PROVIDING AN EFFECTIVE DATE**

* * * * *

WHEREAS, the City Commission (the *Governing Body*) of the City of Pharr, Texas (the *City*) has determined that it is advisable and necessary to issue and sell a series of certificates of obligation (the *Certificates*), in an amount not to exceed \$60,000,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) acquiring, purchasing, constructing, renovating, improving, equipping, repairing, enlarging and/or extending a multi-use facility to support essential government operations, emergency response, and municipal service delivery (including use as a public safety facility for emergency shelter, administrative offices housing the governmental functions of the City, an animal shelter, provision of billing services for utility systems, and public safety seminars), (2) designing, acquiring, constructing, renovating, improving, and equipping various City street, parking structures, and sidewalk improvements, including necessary capital maintenance and utilities relocation, drainage, and landscaping necessary or incidental thereto, (3) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements, and (4) the payment of professional services related to the acquisition, design, construction, project management, and financing of the aforementioned projects; and

WHEREAS, prior to the issuance of the Certificates, the Governing Body is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation and, if the City maintains an Internet website, post such notice of intention on the City's Internet website, such notice stating: (i) the time and place the City Commission tentatively proposes to pass the resolution authorizing the issuance of the Certificates; (ii) the purposes for which the Certificates are to be issued; (iii) the manner in which the City Commission proposes to pay the Certificates; (iv) the then-current principal amount of all outstanding ad valorem debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding ad valorem debt obligations of the City on time and in full, which may be based on the City's expectations relative to the interest due on any variable rate ad valorem debt obligations; (vi) the maximum principal amount of the Certificates to be authorized; (vii) the estimated interest rate for the Certificates to be authorized or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (viii) the maximum maturity date of the Certificates to be authorized; and

WHEREAS, the Governing Body hereby finds and determines that such documents pertaining to the sale of the Certificates should be approved, and the City should proceed with

the giving of notice of intention to issue the Certificates in the time, form, and manner provided by law; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS:

SECTION 1. The City Clerk is hereby authorized to cause to be published notice of the Governing Body's intention to issue the Certificates and in aggregate amount not to exceed \$60,000,000 for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) acquiring, purchasing, constructing, renovating, improving, equipping, repairing, enlarging and/or extending a multi-use facility to support essential government operations, emergency response, and municipal service delivery (including use as a public safety facility for emergency shelter, administrative offices housing the governmental functions of the City, an animal shelter, provision of billing services for utility systems, and public safety seminars), (2) designing, acquiring, constructing, renovating, improving, and equipping various City street, parking structures, and sidewalk improvements, including necessary capital maintenance and utilities relocation, drainage, and landscaping necessary or incidental thereto, (3) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements, and (4) the payment of professional services related to the acquisition, design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and additionally from a pledge of and lien on certain revenues derived from the operation of the City's municipally owned utility system. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2. The City Clerk shall cause the notice described in Section 1 to be published in a newspaper of general circulation in the City, once a week for two (2) consecutive weeks, the date of the first publication shall be at least forty-seven (47) days prior to the date stated therein for passage of the Resolution authorizing the issuance of the Certificates. Additionally, the City Clerk shall cause the notice described in Section 1 to be posted continuously on the City's website for at least forty-five (45) days prior to the date stated therein for passage of the Resolution authorizing the issuance of the Certificates.

SECTION 3. The City Clerk is directed to maintain a copy of this Resolution in the City's official records in a manner that will allow any member of the general public to review this Resolution during the normal business hours of the City during the period beginning thirty (30) days after the adoption hereof and ending on the date of issuance of the Certificates.

SECTION 4. This Resolution is intended to satisfy the official requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 5. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Commission hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. The City Commission hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City Commission hereby incorporates such recitals as a part of this Resolution.

SECTION 10. This Resolution shall become effective immediately upon passage.

* * *

PASSED AND ADOPTED on the 23rd day of February, 2026.

CITY OF PHARR, TEXAS

Mayor

ATTEST:

City Clerk

EXHIBIT A

CITY OF PHARR, TEXAS NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Commission of the City of Pharr, Texas will convene at its regular meeting place in the City Hall, Commissioners' Room, 118 S. Cage Blvd., 2nd Floor, Pharr, Texas 78577 at ___ :__ P.M., Pharr, Texas time, on _____, 2026 (in the event the City Commission will be unable to meet at the City Hall, the City will post information on its website for attending the meeting by telephone, teleconference, or other electronic means as well as any additional information regarding the meeting should the time, date, or location change), and during such meeting, the City Commission will consider the passage of a Resolution and take such actions as may be deemed necessary to authorize the issuance of certificates of obligation in an aggregate principal amount not to exceed \$60,000,000 for the purpose or purposes of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to wit: (1) acquiring, purchasing, constructing, renovating, improving, equipping, repairing, enlarging and/or extending a multi-use facility to support essential government operations, emergency response, and municipal service delivery (including use as a public safety facility for emergency shelter, administrative offices housing the governmental functions of the City, an animal shelter, provision of billing services for utility systems, and public safety seminars), (2) designing, acquiring, constructing, renovating, improving, and equipping various City street, parking structures, and sidewalk improvements, including necessary capital maintenance and utilities relocation, drainage, and landscaping necessary or incidental thereto, (3) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements, and (4) the payment of professional services related to the acquisition, design, construction, project management, and financing of the aforementioned projects (collectively, the "Projects"), and for paying all or a portion of the legal, financial and engineering fees in connection with the Projects and the costs of issuance related to such hereinafter defined Certificates. The certificates (the "Certificates") will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and, additionally, from a pledge of and lien on certain revenues derived from the operation of the City's municipally owned utility system. In accordance with Section 271.049, as amended, Texas Local Government Code, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$123,483,000.00; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$169,616,119.46; (iii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$123,035,775.00; (iv) the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the Certificates to be authorized is August 15, 2055. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through

Section 271.064, and Chapter 1502, Texas Government Code, as amended, and the City's Home Rule Charter.

/s/ Imelda Perez
City Clerk
City of Pharr, Texas



AGENDA MEMORANDUM

BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 7.E.

DATE SUBMITTED: February 17, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution in support of Meadow Heights, LP to submit an application to the Texas Department of Housing and Community Affairs for 2026 Competitive 9% Housing Tax Credits for Meadow Heights Apartments. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Meadow Heights, LP is making an application for 9% Competitive Housing Tax Credit with the Texas Department of Housing and Community Affairs in connection with the proposed development of Meadow Heights Apartments to be located at 1120 W. Gore Avenue, Pharr, Texas.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 02/17/2026
Approved - 02/17/2026
Approved - 02/17/2026
New -

RESOLUTION R-2026-___

**RESOLUTION OF SUPPORT FOR THE DEVELOPMENT
OF MEADOW HEIGHTS APARTMENTS**

WHEREAS, Meadow Heights, LP has proposed the new construction of affordable rental housing Proposed to be located at 1120 W. Gore Avenue, Pharr, TX, named Meadow Heights in the City of Pharr, Texas; and

WHEREAS, Meadow Heights, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2026 Competitive 9% Housing Tax Credits for Meadow Heights.

WHEREAS, Meadow Heights, LP has requested a waiver of development/permit fees in the amount of \$500.00 for the Meadow Heights development as a commitment of development funding from the city of Pharr, Texas; and

WHEREAS, the city of Pharr, Texas has the authority to defer development fees on the property proposed to be located at 1120 W. Gore Avenue, Pharr, TX.

IT IS HEREBY RESOLVED, THAT

The governing body of the city of Pharr, Texas, hereby adopts this resolution as evidence to its commitment of funds in the amount of \$500.00 to be provided to the development in the form of a waiver of development/permit fees; and

FURTHER RESOLVED, that the governing body of the city of Pharr, Texas, hereby confirms that it supports the proposed development of Meadow Heights proposed to be located at 1120 W. Gore Avenue, Pharr, TX, and that this formal action has been taken to put on record the opinion expressed by the City on February 23, 2026; and

FURTHER RESOLVED, that for and on behalf of the Governing Body, **Dr. Ambrosio Hernandez, Mayor** is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

This resolution shall take effect immediately and upon passage.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 23rd day of FEBRUARY, 2026.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST

Imelda Perez, City Clerk



AGENDA MEMORANDUM

BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 8.A.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on the purchase of Vermeer heavy equipment for Pharr Connect from Vermeer Texas-Louisiana in the amount of \$291,191.56 (Buyboard Contract #787-25). **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Staff requests authorization to purchase Vermeer Heavy equipment for the amount of \$291,191.56. The City of Pharr is in need to acquire additional equipment for Pharr Connect construction crews. This equipment will be able to help expedite internal construction efforts. Project No. 2526-01-518-P06-01

Fiscal Consideration: \$291,191.56

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026

Maritza Magallan

Approved - 02/17/2026

Hilda Pedraza

Approved - 02/17/2026

Ricardo Rodriguez

Approved - 02/17/2026

Jamison Merrick

Approved - 02/17/2026

City Management Office

Final Approval - 02/17/2026



Vermeer Texas-Louisiana
 222 Frontage Road
 Alamo, TX 78516
 Ph: (956) 782-5580
 vermeertexas.com

Please remit to:
 Vermeer Texas-Louisiana
 PO Box 227283
 Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

Branch 05 - ALAMO		
Date 01/22/2026	Time 14:44:04 (O)	Page 2
Account No PHARR001	Phone No 9567873311	Inv No 08 E0039605
Ship Via	Purchase Order NEED PO#	
Tax ID No		
WALTER MIKA		Salesperson 154 / 113

Invoice To: CITY OF PHARR
 1000 S BLUEBONNET
 PHARR TX 78577-5822

Attention: JORGE ZEQUERA

EQUIPMENT INVOICE

Description Amount

****INCLUDING THE FOLLOWING OPTIONS****
 CBCT1816EBTL BEHNKE CBCT1816E-BT-L
 PRICING PER BUYBOARD CONTRACT #787-25

Stock #: 1071708 Serial #: 7NWH19A85TK051117 78881.50

New 2026 VE LP XD Traile

New 2026 VERMEER LP XD Traile LP873XDT, 14K GVWR, 2X100 GAL

** VAC S/N- 305671 **

THIS IS A **TOTAL PACKAGE PROMISE** UNIT

PRICING PER BUYBOARD CONTRACT #787-25

Miscellaneous Charges/Credits

24 MO PREM 1000 HRS MAINT	Qty: 1	Price: 11950.00	11950.00
12 MO BASE-1000 HRS	1	3559.00	3559.00

Subtotal: 291191.56
 Total: 291191.56

CUSTOMER IS REQUIRED TO REGISTER UNIT WITHIN 21 DAYS FROM
 RECEIPT OF MSO/TITLEWORK. ANY TAX, TITLE, & LICENSE FEES
 ARE THE RESPONSIBILITY OF THE CUSTOMER.

PROOF OF REGISTRATION MUST BE SENT TO:

ATTN: SALES ADMIN
 VERMEER TEXAS-LOUISIANA
 3025 STATE HWY 161
 IRVING TX 75062

Accounts not paid within terms are subject to a 1 1/2% monthly service charge.
 THE TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE ARE INCLUDED IN THIS AGREEMENT

TERMS AND CONDITIONS

Terms of Sale: Purchase of any goods sold by Vermeer Texas-Louisiana shall be subject to and expressly limited by the terms and conditions contained herein. No changes to, waiver of, or addition to any of these terms and conditions shall be effective unless agreed to in writing and signed by Vermeer Texas-Louisiana. Buyer acknowledges and agrees that these terms and conditions supersede the terms and conditions of any purchase order and other documentation used by Buyer and, except for delivery and billing addresses, quantities, prices, and items ordered, any conflicting or additional terms are void and have no effect and Buyer may place orders by use of purchase orders and other documentation for its convenience purposes only. Notwithstanding the foregoing, Vermeer Texas Louisiana reserves the right at any time to amend these terms and conditions, and Buyer shall be deemed to accept such amended terms and conditions by ordering goods herein offered after the date of such amendment. Additional special terms and conditions of Vermeer Texas-Louisiana may be applicable with respect to certain goods.

Prices: All pricing quotes must be documented in writing by Vermeer Texas-Louisiana to be valid. Potential new tariffs may increase the cost of goods. Vermeer Texas-Louisiana reserves the right to change the prices and specifications of its goods at any time without notice.

Tax Information: Any tax, duty, custom or other fee of any nature imposed upon the goods, their sale, transportation, delivery, use or consumption shall be paid by Buyer in addition to the price quoted or involved. If Vermeer Texas-Louisiana is required to prepay any such tax or fee, Buyer shall reimburse Vermeer Texas Louisiana. Buyer shall provide Vermeer Texas-Louisiana with a resale/exemption certificate in order to avoid the withholding of applicable taxes. No refund or adjustment to previously withheld taxes will be made by Vermeer Texas-Louisiana sixty (60) days after the invoice date. Proof of certification should be mailed to: Vermeer Texas-Louisiana, 3025 N. State Hwy 161, Irving, TX 75062 - attn: Accounts Receivable.

Payment: Payment terms are net thirty (30) days from the date of invoice. Buyer's obligation to pay outstanding invoices and all other amounts is absolute and unconditional and is not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever. Balances remaining unpaid at due date are subject to an interest charge of One and One-Half Percent (1.5%) per month or the highest rate permitted by law, whichever is lower, until paid. Any discounts, rebates, administrative fees, credits, or other fees due or owed to Buyer will be applied against delinquent balances before payment or reimbursement is made.

Any disputed amounts should be reported immediately and remitted with the undisputed amount by the payment due date. If Vermeer Texas-Louisiana agrees with the billing dispute, Vermeer Texas-Louisiana will credit Buyer the amount of the agreed-upon billing dispute. All billing disputes must be made within six (6) months of the applicable invoice date, or will be deemed to be waived.

Vermeer Texas-Louisiana reserves the right in its sole discretion to require prepayment from any Buyer at any time and may refuse to sell and/or withhold further shipment until all overdue balances are made current. Buyer shall be liable for, and shall reimburse Vermeer Texas-Louisiana for all costs and expenses it may incur in connection with collection of any amounts owed to Vermeer Texas-Louisiana or enforcement of its rights, including without limitation, reasonable attorneys fees and expenses, court costs, and cost of collection agencies. Buyer agrees to the jurisdiction of any state or federal court located in Dallas County, TX and agrees all actions or proceedings arising or relating to these terms and conditions shall be litigated in such courts.

Storage Fee: Storage fees will accumulate at a rate of Twenty-Five and No/100 Dollars (\$25.00) per day on all goods and equipment

Returned Goods Policy: Return of goods is subject to the following conditions:

1. All returns are subject to the prior authorization of Vermeer Texas-Louisiana, in its sole and absolute discretion. Unauthorized returns will be returned to Buyer or destroyed and no credit issued. All authorized returned goods must be shipped freight prepaid to the Vermeer Texas-Louisiana location of purchase. Vermeer Texas-Louisiana will pay freight costs for goods shipped-in-error. Returns that are authorized for goods ordered-in-error or shipped-in-error will not be accepted unless returned within thirty (30) days of the date of delivery.
2. All returns are subject to a Twenty Percent (20%) handling/restocking charge, except for goods shipped-in-error.
3. Credit will be issued for all authorized returns provided
 - a. Proper authorization has been obtained prior to return of goods.
 - b. Goods are in their original packaging.
 - c. Goods are current inventory items.
4. Certain goods are not eligible for return. These are:
 - a. Goods that have deteriorated because of improper handling, abuse or other factors
 - b. Goods that have been opened, partly used or which the labels or seals have been removed or tampered
 - c. Goods that have been involved in a special promotion sale
 - d. Broken, damaged or opened cases-resealed cartons are not eligible for return.

Credits for returned goods are conditioned upon Vermeer Texas-Louisiana's inspection and approval of such goods upon their return. If Vermeer Texas-Louisiana determines, in its sole and absolute discretion, that any returned goods are not eligible for return due to any of the reasons provided in paragraph above, Buyer will not receive a credit. No advance credits will be accepted.

Limited Warranty: For any goods sold by Vermeer Texas-Louisiana that is manufactured by a third party (including without limitation, Vermeer Corporation) which is found to be defective, Vermeer Texas-Louisiana agrees only to present Buyer's claim to the manufacturer for adjustment. Buyer agrees that Vermeer Texas-Louisiana shall have no further liability or responsibility regarding Buyer's claim. A copy of the warranty given each manufacturer is available to Buyer upon written request. Vermeer Texas-Louisiana warrants that labor services performed by its employee be free from defects for a period of ninety (90) days from the date of completion of labor services.

Warranty Exclusions: Warranty exclusions include, but are not limited to, the following: oils, fluids, filters, transportation costs, any incidental or consequential damages, wear items or failures due to misuse, lack of maintenance, accidents, vandalism or natural calamities. A more comprehensive list of exclusions: limitations will be furnished upon written request to Vermeer Texas-Louisiana, 3025 N. State Highway 161, Irving, Texas 75062.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, VERMEER TEXAS-LOUISIANA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED WITH RESPECT TO ANY GOODS, PARTS OR SERVICES PROVIDED BY VERMEER TEXAS-LOUISIANA INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



AGENDA MEMORANDUM

BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 8.B.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on the purchase of servers for IT Datacenter from SHI Government Solutions Inc, in an amount not to exceed \$137,744.76. (Texas DIR Contract #DIR-TSO-4317) **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Staff request authorization to purchase Servers for IT Data Center. The City of Pharr Data center is in need of replacement servers due to some becoming end of life. These servers have been budgeted and the proposal is under budget. Project No. 2526-01-518-P07-01

Fiscal Consideration: \$137,744.76

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Imelda Perez
Maritza Magallan
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 02/13/2026
Approved - 02/17/2026
Approved - 02/17/2026
Approved - 02/17/2026
Approved - 02/17/2026
New -



Pricing Proposal
Quotation #: 27118555
Created On: 2/2/2026
Valid Until: 2/27/2026

TX-City of Pharr

Alex Velazquez

100 W. Ferguson Ave
Pharr, TX 78577
United States
Phone: 956-402-4903
Email: alex.velazquez@pharr-tx.gov

Pubsec inside account executive

Marco Martinez

300 davidson ave.
Somerset
nj
Phone: 7325071364
Email: marco_martinez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Scale Computing HC1450D Chassis - Dual Xeon SP CPU, 3x HDD, 1x NVMe, 1U Scale Computing - Part#: CHA-3-1A Contract Name: Software/ Services Contract #: DIR-TSO-4317	4	\$21,481.08	\$85,924.32
2 Scale Computing Intel Xeon Gold 5415+ Scale Computing - Part#: CPU-3-1D Contract Name: Software/ Services Contract #: DIR-TSO-4317	8	\$0.00	\$0.00
3 Scale Computing 32GB DDR5 RDIMM Scale Computing - Part#: RAM-3-14 Contract Name: Software/ Services Contract #: DIR-TSO-4317	48	\$0.00	\$0.00
4 Scale Computing 1.92TB 3.5" U.2 NVMe SSD Scale Computing - Part#: NVM-3-11 Contract Name: Software/ Services Contract #: DIR-TSO-4317	4	\$0.00	\$0.00
5 Scale Computing 12TB 3.5" SAS HDD Scale Computing - Part#: HDD-3-05 Contract Name: Software/ Services Contract #: DIR-TSO-4317	12	\$0.00	\$0.00
6 Scale Computing 4-ports 25Gb SFP28 OCP Scale Computing - Part#: NIC-3-11 Contract Name: Software/ Services Contract #: DIR-TSO-4317	4	\$0.00	\$0.00

7	Scale Computing HC1450D Chassis - Dual Xeon SP CPU, 3x HDD, 1x NVMe, 1U Scale Computing - Part#: CHA-3-1A Contract Name: Software/ Services Contract #: DIR-TSO-4317	1	\$21,631.29	\$21,631.29
8	Scale Computing Intel Xeon Gold 5415+ Scale Computing - Part#: CPU-3-1D Contract Name: Software/ Services Contract #: DIR-TSO-4317	2	\$0.00	\$0.00
9	Scale Computing 16GB DDR5 RDIMM Scale Computing - Part#: RAM-3-13 Contract Name: Software/ Services Contract #: DIR-TSO-4317	16	\$0.00	\$0.00
10	Scale Computing 1.92TB 3.5" U.2 NVMe SSD Scale Computing - Part#: NVM-3-11 Contract Name: Software/ Services Contract #: DIR-TSO-4317	1	\$0.00	\$0.00
11	Scale Computing 12TB 3.5" SAS HDD Scale Computing - Part#: HDD-3-05 Contract Name: Software/ Services Contract #: DIR-TSO-4317	3	\$0.00	\$0.00
12	Scale Computing 4-ports 25Gb SFP28 OCP Scale Computing - Part#: NIC-3-11 Contract Name: Software/ Services Contract #: DIR-TSO-4317	1	\$0.00	\$0.00
13	Scale Computing SC//HyperCore - 16 core 12 Month license and support software Scale Computing - Part#: HCOS-S-1-16C-PS Contract Name: Software/ Services Contract #: DIR-TSO-4317	4	\$4,843.97	\$19,375.88
14	Scale Computing 1 Year HW Support for Scale Computing HCI Appliance Scale Computing - Part#: HW-1 Contract Name: Software/ Services Contract #: DIR-TSO-4317	1	\$2,096.27	\$2,096.27
15	Scale Computing Zero Downtime Hardware Refresh Scale Computing - Part#: QZDHR Contract Name: Software/ Services Contract #: DIR-TSO-4317	4	\$669.06	\$2,676.24
16	Scale Computing SC//HyperCore - 16 core 12 Month license and support software Scale Computing - Part#: HCOS-S-1-16C-PS Contract Name: Software/ Services Contract #: DIR-TSO-4317	1	\$4,843.97	\$4,843.97
17	Scale Computing 1 Year HW Support for Scale Computing HCI Appliance Scale Computing - Part#: HW-1	1	\$527.73	\$527.73

Contract Name: Software/ Services
Contract #: DIR-TSO-4317

18	Scale Computing Zero Downtime Hardware Refresh	1	\$669.06	\$669.06
	Scale Computing - Part#: QZDHR			
	Contract Name: Software/ Services			
	Contract #: DIR-TSO-4317			

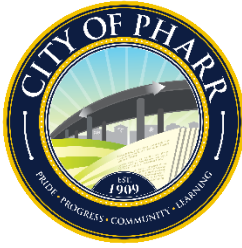
Subtotal	\$137,744.76
Shipping	\$0.00
Total	\$137,744.76

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

**SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096**

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



AGENDA MEMORANDUM

BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 9.A.

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with U.S. Customs and Border Protection to enter City of Pharr property to ensure agents safely and effectively patrol the United States border. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: United States Border Patrol is responsible for securing the United States border. From time to time, Customs and Border Patrol, its officers, employees, agenda and contractors desire to enter upon the property to maintain, repair and/or improve existing roadways, control vegetation, and perform site survey and assessment activities related to such maintenance, repair, improvement and/or vegetation control, to ensure that Customs and Border Patrol is able to safely and effectively patrol the United States border.

Fiscal Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Melanie Cano
Ricardo Rodriguez
City Management Office

Created/Initiated - 02/13/2026
Approved - 02/17/2026
Approved - 02/17/2026
Final Approval - 02/17/2026

**License Agreement
between
U.S. Customs and Border Protection
and
City of Pharr, Texas
within
Rio Grande Valley Border Patrol Sector**

WHEREAS, **City of Pharr , Texas**, a Domestic Non-Profit Corporation with a mailing address of 118 S Cage Blvd., Pharr, Texas 78577 (“Licensor”) is the lawful owner of the property located in Hidalgo County, Texas, more particularly shown as Subject Parcel(s) 101816 and 101787 on Exhibit A attached hereto and made a part hereof, and including any appurtenant rights in and to access roads and/or accretion areas located adjacent to or connecting to said parcels (said parcels and appurtenant rights together hereinafter, the “Property”);

WHEREAS, U.S. Customs and Border Protection (“CBP”), through the United States Border Patrol, is responsible for securing the United States border;

WHEREAS, from time to time, CBP, its officers, employees, agents and contractors (collectively, the “Licensees”) desire to enter upon the Property to maintain, repair and/or improve existing roadways, control vegetation, and perform site survey and assessment activities related to such maintenance, repair, improvement and/or vegetation control, to ensure that CBP is able to safely and effectively patrol the United States border;

WHEREAS, Licensor understands and acknowledges that this License Agreement does not affect the authority of CBP to access property, as authorized by law, in the course of performing its border security and enforcement mission;

WHEREAS, this License Agreement expresses Licensor’s permission for the Licensees to access the Property for the purposes as set forth below; and

WHEREAS, Licensor acknowledges that well-maintained roadways and vegetation control on the Property provide a benefit to Licensor;

NOW THEREFORE, effective as of the date of full execution of this License Agreement, the undersigned parties agree as follows:

1. Permitted Use. The Licensees are permitted to enter upon the Property to maintain, repair and/or improve existing private roadways on the Property, control vegetation, and perform site survey and assessment activities (the “Permitted Use”). The Permitted Use includes, but is not limited to, the following activities: (a) removing hazards (to include replacing or modifying fences, gates or other items that obstruct or impede access to or maintenance, repair and/or improvement of existing roadways and trails), graveling, grading, removing debris, filling in potholes, controlling drainage, controlling vegetation, and correcting weather-related damage to roadway surfaces; (b) visually inspecting, marking, mowing, cutting, clipping, trimming, pruning and/or shredding vegetation; removing cut vegetation and/or other debris; and/or implementing erosion control measures such as re-seeding, re-planting, mulching and/or placement of silt screen,

hay bales and/or erosion control blankets; (c) performing site surveys, site assessments, test borings, and other such exploratory work related to the aforesaid activities; (d) access for, and temporary storage of, the equipment, materials and supplies necessary for the aforesaid activities, provided that said temporary storage shall be allowed only for so long as the Property is being used for the Permitted Use and that no permanent storage will be allowed; and (e) access for the purpose of accessing and performing work on adjacent properties.

Vegetation control methods may include any combination of manual, mechanical, and chemical applications. Manual and mechanical applications include a combination of tractor and/or heavy equipment mounted with brush rakes and mower heads with root cutting attachments. EPA approved chemical application includes any combination of aircraft including unmanned Aerial System (UAS) and vehicle mounted systems for foliar, cut stump, or wicking applications. Best management practices including but not limited to chemical application method, buffer zones, and wind speed would be applied on a case by case basis based on site conditions as detailed in exhibit B attached.

2. Authority. Licensor affirms its lawful ownership of the Property and its authority to execute this License Agreement to permit the Licensees to access and use the Property for the Permitted Use.

3. Revocability. Although this License Agreement will not automatically terminate upon a date certain, Licensor retains the right to revoke the License Agreement at any time and for any reason. NOTICE: In the event Licensor decides to revoke this License Agreement, Licensor agrees to provide written notice of revocation to CBP at least sixty (60) days prior to the date of revocation by delivering the notice to the License Administrator at the following address:

U.S. Customs and Border Protection
ATTN: License Administrator
USBP PMOD, 6.5E STOP 1039
1300 Pennsylvania Avenue NW
Washington, D.C. 20229

The License Administrator can also be reached via email at LicenseAdministrator@cbp.dhs.gov

4. Contact for Questions, Concerns or Changes of Ownership Information. After executing this License Agreement, should the Licensor have any questions or concerns regarding this License Agreement or the Permitted Use that is undertaken pursuant to this License Agreement, CBP invites the Licensor to contact the License Administrator noted above. CBP is committed to being responsive to any and all correspondence received from Licensor. Additionally, as set forth in Paragraph 8, the Licensor should notify the License Administrator of any changes in land ownership. Further, Licensor should notify the License Administrator if there are any changes to the Licensor's contact information (name, address, phone, etc.).

5. Restoration. Considering the nature of the use authorized by this License Agreement, in the event of revocation, or in the event CBP determines that it is no longer necessary

to access the Property for the Permitted Use, CBP will remove any equipment or other property stored upon the Property by the Licensees in connection with this License Agreement, but CBP will not otherwise cause the Property to be restored to its earlier condition.

6. Costs. Licensor acknowledges that this License Agreement is being granted without cost or monetary compensation to Licensor. CBP acknowledges that it is responsible for all costs associated with the Licensees' use of the Property for the Permitted Use.

7. Non-Exclusivity. The Licensees' use of the Property for the Permitted Use pursuant to this License Agreement does not limit Licensor's ability to use the Property. However, Licensor understands that this License Agreement in no way restricts CBP from conducting any statutorily authorized activities on the Property.

8. Permission Specific to Licensor. This License Agreement is effective only insofar as Licensor retains ownership of the Property. Licensor agrees to provide written notice to the address set forth in Paragraph 3 in the event Licensor transfers its ownership of the Property.

9. No Assignment or Transfer. The rights of Licensees to use the Property pursuant to this License Agreement is restricted solely to Licensees and shall not be assigned, transferred, sublicensed, encumbered, or subject to any security interest without the written authorization of Licensor. Any attempted assignment will be void and of no effect.

10. Modification or Amendment. This License Agreement may only be modified or amended by a written agreement, signed by Licensor and an authorized representative of CBP.

11. No Waiver of Federal Tort Claims Act Remedies. Licensor does not waive any right to seek remedies for any damages that may result from this License Agreement. Licensor understands that its exclusive remedy for damage claims is pursuant to the Federal Tort Claims Act.

12. Availability of Funds. The obligations of CBP under this License Agreement, if any, shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License Agreement.

13. No Obligation to Perform Work. Licensor acknowledges that although this License Agreement authorizes the Licensees to perform work on the Property, the Licensees are under no obligation to do so.

14. Entire Agreement. This License Agreement constitutes the entire agreement between Licensor and CBP with respect to the Licensees' use of the Property for the Permitted Use; provided, however, that if the Property or any portion thereof is subject to an existing lease, license, right of entry, or other agreement with CBP or any other branch of the federal government, then the terms and provisions of this License Agreement shall not alter or otherwise affect the terms and provisions of such existing document.

15. Counterparts and Facsimile Signatures. This License Agreement may be executed in counterparts, each of which shall be deemed to be an original of equal dignity with the other,

but all of which together shall constitute but one and the same instrument, and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. The execution of this License Agreement by the signature of any party electronically transmitted as a facsimile or scan shall have the same force and validity as an original signature. The exchange of copies of this License Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" ("PDF") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this License as to the parties and may be used in lieu of the original License Agreement or all purposes.

IN WITNESS WHEREOF, Licensor and an authorized representative of CBP have caused this License Agreement to be executed.

For Licensor:

City of Pharr, Texas

By: _____ on _____
Printed Name: _____
Title: _____

For U.S. Customs and Border Protection:

_____ on _____
Paul Enriquez Date
Portfolio Director
Program Management Office Directorate
United States Border Patrol

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

If yes, please provide point of contact for entry notification:

Name (print): _____

Phone number: _____

Email address: _____

CERTIFICATE OF AUTHORITY

(NOTE: This Certificate of Authority should be executed by an authorized individual other than the person who signed the foregoing instrument and certifies that the person who signed the foregoing instrument was authorized to act in that capacity.)

I, _____ (name), certify that I am the
_____ (position held in entity) of _____
(name of entity), duly organized and registered in the State of Texas; that
_____ (executor of instrument), who signed the foregoing
instrument on behalf of Licensor, was then _____ (position
of executor of instrument) of _____ (name of entity). I further certify
that the said officer was acting within the scope of powers delegated to this officer by the
governing body of the grantor in executing said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of

_____ (name of entity), this ____ day of _____, 2025.

By: _____
Printed Name: _____
Title: _____

CONSENT OF TENANT
(if applicable)

I hereby consent to the use of the property by the Government in accordance with this license agreement.

Tenant's Signature

Tenant's Printed Name

Tenant's Mailing Address:

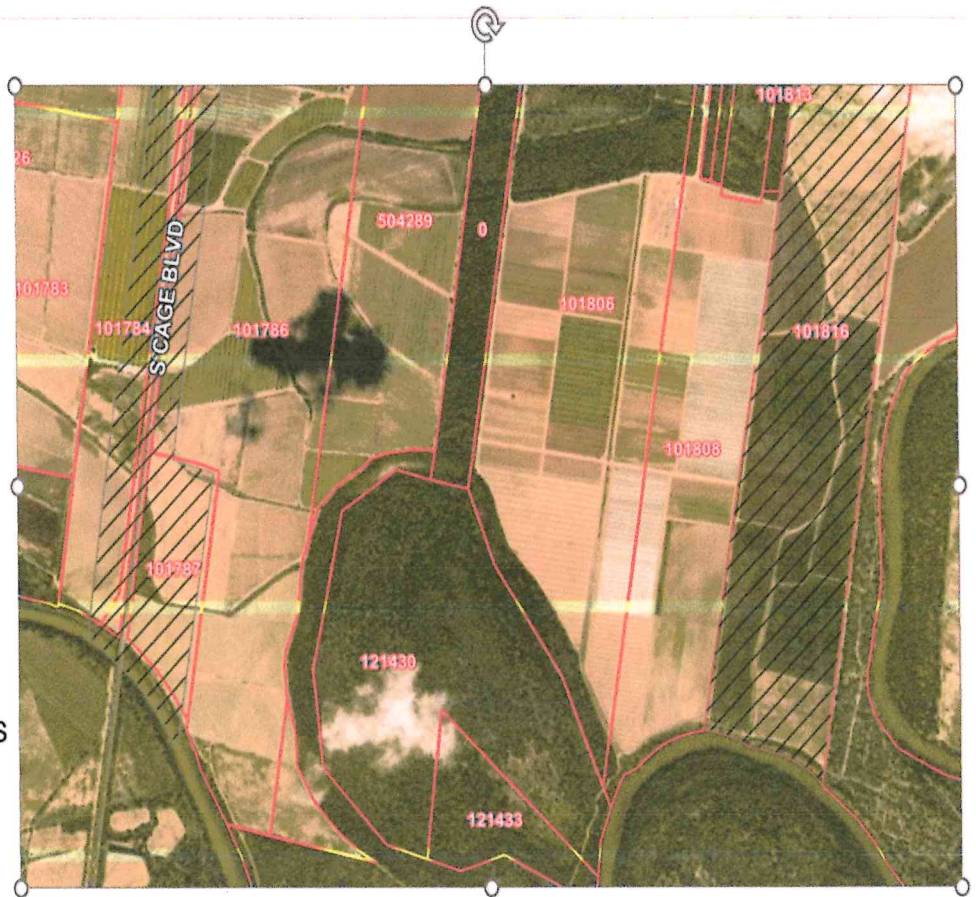
Home Telephone: _____

Work Telephone: _____

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

Exhibit A

Exhibit A



Hidalgo County, Texas
Parcels 101816 and
101787

Exhibit B

Description:

Vegetation control methods may include any combination of manual, mechanical, and chemical applications. Manual and mechanical applications include a combination of tractor and/or heavy equipment mounted with brush rakes and mower heads with root cutting attachments. EPA approved chemical application includes any combination of aircraft including unmanned Aerial System (UAS) and vehicle mounted systems for foliar, cut stump, or wicking applications. Best management practices including but not limited to chemical application method, buffer zones, and wind speed would be applied on a case-by-case basis based on site conditions.

Task:

- 1. Conduct Aerial Mapping to identify all Carrizo Cane areas to determine acreage and means and methods to be used for eradication purposes by identifying and flag target areas for removal, establish buffer zones to protect native vegetation & prevent sediment runoff by reseeding and ensure access routes for heavy equipment minimizing environmental disturbance.**
 - a. 25' Buffer & Rivers Edge:**
 - i. Establish 25ft buffer zone to rivers edge and utilize mechanical mowers, brush cutters or excavators with cutting heads to cut Carrizo Cane 4 to 6 inches in height without damaging native plants or trees.**
 - ii. Chemically treat Carrizo Cane regrowth when reaching a minimum of 18" and not to exceed 1 meter in height by Wicking with and EPA approved aquatic herbicide.**
 - iii. When Carrizo Cane regrowth emerges and reaches a height of 18" not to exceed 1 meter, it will be retreated by Wicking with an EPA approved aquatic herbicide.**
 - iv. Spot treat Carrizo Cane regrowth with EPA approved aquatic herbicide without damaging any other native plant species.**
 - v. Monitor and maintain restored areas for a period of 12 months to ensure successful establishment of native plant species.**
 - vi. Property will be left to be maintained by mowing with Batwing Mower as not to damage any native trees.**

b. 25' inland:

- i. Establish 25ft buffer zone inland and utilize mechanical mowers, brush cutters or excavators with cutting heads to cut Carrizo cane 4 to 6 inches in height without damaging native plants or trees.**
- ii. Shallow Root Plow to a depth not to exceed 24" under root system and lift to the surface to allow for racking of rhizomes into windrows for drying and bury in trenches with at least 4ft of soil cover.**
- iii. Seed with an approved Native Species blend and water until at least an 80% stand has emerged. Water sources are the sole responsibility of the Contractor. Total metered gallons used will be reported to CBP each week.**
- iv. Monitor and maintain restored areas for a period of 12 months to ensure establishment of native plants.**
- v. When Carrizo Can regrowth emerges and reaches a height of 18" not to exceed 1 meter, it will be retreated by Wicking with an EPA approved aquatic herbicide.**
- vi. Property will be left to maintain with a Batwing Mower as not to damage any native trees.**
- vii. Shallow Root Plow to a depth not to exceed 24" under root system and lift to surface and allow raking of rhizomes into windrows to dry. Seed with an approved species blend and water until an 80% stand has emerged. Water sources are the sole responsibility of contractor. Total metered gallons will be reported to CBP each week. Site conditions would include designated windrows no greater than 4 feet high or buried in trench with at least 4ft of soil cover and areas to conduct future mowings with Bat Wing Mower leaving all native trees.**
- viii. Mechanically mow Carrizo Cane down 4-to-6-inch height's without damaging any native trees.**
- ix. Light Tilling to break up soil and root mass left in place. Seed with an approved native species blend and water until at least an 80% stand of ground cover emerges. Water sources are the sole responsibility of the contractor. Total metered gallons used will be reported to CBP at the end of each week.**
- x. Property will be left to maintain at Batwing Mower as not to damage any native trees.**
- xi. Monitor and maintain for a period of 12 months to insure establishment of native plants.**
- xii. Aerial treatment using a drone for an approved herbicide application without damaging other native woody plant species.**

Drone altitude no more than 6-12 ft. over target area and wind speeds under 5-10 mph.

3. Post Removal and Restoration

- **Restore native areas by planting CBP approved native vegetation to prevent soil erosion, enhance habitat quality and discourage reinfestation of invasive species.**
- **Water until an 80% stand of ground cover has emerged.**
- **Monitor and maintain restored areas for a minimum of 12 months to ensure successful establishment of native plants.**

4. Retreat Areas

- **Regrowth, allow Carrizo Cane to grow a minimum of 18” in height not to exceed one meter and treat by Wicking with an EPA approved aquatic herbicide without damaging other native plant species.**
- **Regrowth, allow Carrizo Cane to grow to a minimum of 18” in height not to exceed one meter and treat with handheld applicators minimizing drift with an EPA approved aquatic herbicide to avoid damaging other native plant species.**

5. Waste Management

- **Properly dispose of all biomasses and debris generated during removal activities in accordance with federal, state and local regulations.**
- **Explore opportunities for biomass utilization, such as composting or energy production where feasible.**

6. Deliverables

- **Initial site assessment report: Detailed findings from the survey, including maps and removal priorities.**
- **Strategic Removal Plan: A comprehensive plan outlining methods, timelines and compliance measures.**
- **Monthly Progress Reports: Updates on removal activities, acres tested, challenges encountered and mitigation measures.**
- **Final Monthly Report: Summary of activities, outcomes and recommendations for long-term management.**



AGENDA MEMORANDUM

BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #: 9.B.

DATE SUBMITTED: February 17, 2026

MEETING DATE: February 23, 2026

FROM: Patrizia Longoria, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Patrizia Longoria

Agenda Item: Consideration and action, if any, awarding Construction Material Testing Services Contract to Terracon Consultants, Inc. for the City of Pharr Multi-Use Facility. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Staff selected Terracon Consultants, Inc. from the City's approved rotation list of professional service respondents and requested a proposal for the Construction Materials Testing Services for the City of Pharr Multi-Use Facility.

Fiscal Consideration: Agreement Total: \$230,243.00

Staff Recommendation: Staff recommends approval of the Construction Materials Testing Services Agreement with Terracon Consultants, Inc. for the City of Pharr Multi-Use Facility

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Patrizia Longoria

Created/Initiated - 02/17/2026

Ricardo Rodriguez

Approved - 02/17/2026

Sabrina Solis

Approved - 02/17/2026

Hilda Pedraza

Approved - 02/17/2026

Jamison Merrick

Approved - 02/17/2026

City Management Office

New -



1506 Mid Cities Drive
Pharr, Texas 78577
P (956) 283-8254
Terracon.com

February 10, 2025

City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Attn: Mrs. Patrizia Longoria
P: (956) 402-4221
E: Patrizia.longoria@pharr-tx.gov

RE: Proposal for Construction Materials Testing and Special Services
City of Pharr- Pharr Multi-Use Facility
NE Corner of intersection of Ferguson Ave. and US HWY 281
Pharr, TX 78577
Terracon Proposal No. P88261037

Dear Mrs. Longoria:

Terracon Consultants, Inc. (Terracon) is pleased to present this proposal for materials testing and inspection services for the above-referenced project. The purpose of our services will be to periodically observe construction activities and test construction materials to evaluate general conformance with project documents. **We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.**

A. PROJECT INFORMATION

The project includes the construction of a new two-story multi-use building with an approximately area of 80,000 square feet (sf), a new parking and driveway area, and utility lines. The project site is located at the NE corner of intersection of Ferguson Ave. and US HWY 281 in Pharr, Texas.

Terracon was provided with the following construction documents for preparation of this proposal:

- 50% Construction Documents titled "Pharr Multi-use facility", dated January 20, 2026.

If selected for this project, Terracon requests that we be placed on the distribution of all documents. The multi-use building will be supported by a shallow foundation system and the parking and driveway areas will consists of rigid and flexible pavement system.

Proposal for Construction Materials Testing Services

Pharr Multi-Use Facility ■ Pharr, Texas

February 10, 2025 ■ Terracon Proposal No. P88261037



B. WHY TERRACON?

Construction Materials Testing & Special Inspection Services

Our team of inspectors, technicians, and engineers is experienced with providing materials testing, special inspections, and/or observations of concrete, soils, aggregate, masonry, hot mix asphaltic concrete and structural steel in the local area and are familiar with the recognized building jurisdiction requirements.



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Within Terracon Compass, you can access your projects and their associated data, including environmental and geotechnical projects. When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features of Compass include:

- Filters for Date Performed, Service Type and Test Result Status.
- Deviation for Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results.
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.



Corporate Ridge - Lot U

Activities Calendar

Client & Other Parties

- Boehr, Valerie PMA Engineering
- Buck, Randy McCann Gordon Construction LLC
- Demo, Client Portal ROC Geotechnical Consulting Engineers, PLLC
- Finn, Daniel Phelps Engineering, Inc.
- Foster, Ellen Finkle-Williams Inc
- Goddard, Nathan McCann Gordon Construction LLC
- Hackemiller, Ryan VignTrust Real Estate LLC
- Hackemiller, Ryan TSVC Inc
- Lee, Wayne TSVC Inc
- Nimz, Andy George J Shaw Construction
- Settle, Steve Fordyce Concrete Co Inc
- Webber, Casey McCann Gordon Construction LLC

Terracon Project Team

- Project Map
- View Map
- View Map in Tab
- Project Reports
- View Reports

Options

- Project
- Project borders
- Terracon Geotechnical Data
- Test (Show labels)
- Retested/Accepted (Show labels)
- Deviation (Show labels)
- Project Photos

Filters

Service Type: All

Task Name: All

Materials Testing Date Range:

Today Yesterday This Week Last Week This Month Last Month All Custom

From 06/01/2017 To 07/01/2017

Images

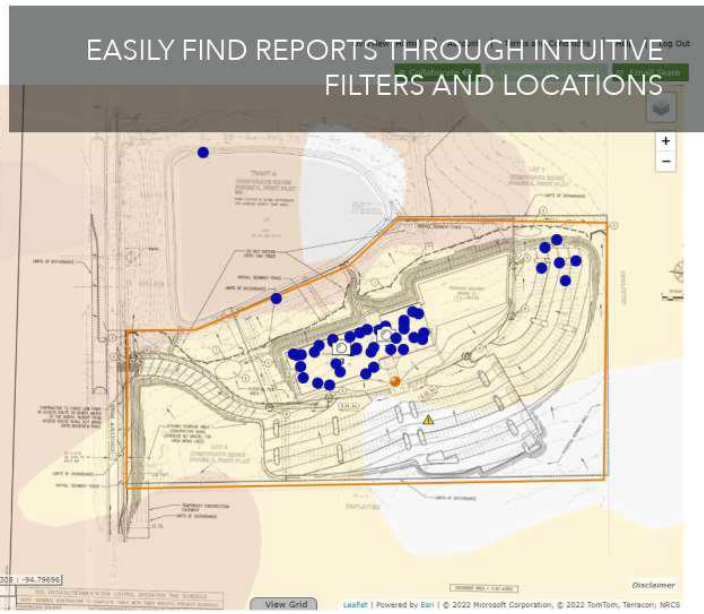
- SitePlan
- CivilPage2

Layers

Basemap Only

National

ESRI World Imagery



Laboratory Capabilities

Proposal for Construction Materials Testing Services

Pharr Multi-Use Facility ■ Pharr, Texas

February 10, 2025 ■ Terracon Proposal No. P88261037



Our Pharr laboratory are accredited by AASHTO Resource which is recognized by ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection Testing, or Special Inspection. The scope of accreditation includes the field of Soils, Aggregates, and Portland Cement Concrete. As a requirement of accreditation, we regularly participate in the Proficiency Sample Programs of both AASHTO Resource and the Cement and Concrete Reference Laboratory (CCRL). Our office includes a fully equipped laboratory and employs engineering technicians and special inspectors certified by many agencies including the American Concrete Institute (ACI) and by Texas Department of Transportation (TxDOT). We provide a rigorous internal training program where our staff are evaluated in specific field and laboratory test procedures by internal Terracon auditors and external agencies.

- Accredited by AASHTO Materials Reference Laboratory (AMRL)
- Accredited by Concrete and Cement Reference Laboratory (CCRL)

C. SCOPE OF SERVICES

Terracon proposes to provide the following scope of services. The proposed scope is based on our review of the plans and specifications and on our expectation of the services that will be requested.

A. Earthwork and Site Preparation Observations and Testing:

- Observe and test structural fill placement and perform field density and moisture content testing during fill placement.
- Testing quantities and frequencies will be in general accordance with the project specifications.
- Perform laboratory testing of proposed fill soils to determine the maximum dry density in accordance with ASTM D 698 (Standard proctor).

B. Reinforced Concrete Observations and Testing:

- Sample fresh concrete and perform field tests including slump, air content and temperature (ASTM C172, C143, C231, and C1064).
- Observe placement methods and verify mix usage.
- Perform compressive strength tests of concrete test cylinders cast in the field per ASTM C39.
- Observe size, quantity, spacing, splice length, and cover of steel reinforcing.

C. Structural Steel Observations and Testing:

- Periodically visually check bolted/welded connections in accordance with applicable AWS specifications at the jobsite.

D. Masonry Testing and Inspections:

- Observation and documentation of the condition of storage areas for masonry materials.
- Observation and documentation of the mixing proportions of mortar and grout used during construction.
- Inspection and documentation of the reinforcing steel in CMU walls and bond beams.

Proposal for Construction Materials Testing Services

Pharr Multi-Use Facility ■ Pharr, Texas

February 10, 2025 ■ Terracon Proposal No. P88261037



- Sampling of the fresh mortar during laboratory mixing and casting of mortar cubes or cylinders for compression tests.
- Sampling of the fresh grout during construction and casting of grout prisms for compressive strength tests.
- Sampling and testing of concrete masonry units.

E. Asphalt Observations and Testing:

- Observe proof rolling of subgrades in the road to identify any unstable materials prior to stone base placement.
- Perform field density testing of new pavement stone base and confirm compaction of new asphalt surface and binder materials.

F. Project Management and Administration:

- A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for monitoring the project budget and will oversee the preparation of the final report.

D. COMPENSATION

Based on the 50% construction documents and assumptions for our review of the referenced documents, our estimated cost to perform the proposed scope of services is **\$183,404.00**. A breakdown of our cost is provided in the attached Cost Estimate. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods by contractors/subcontractors in this area. Please note that the construction drawings provided to us for the preparation of this estimate are only 50% completed. If changes are performed and include information different than this drawings, we ask for the opportunity to review them to make sure that the testing frequencies and/or requirements are still the same.

Further, please note this is only a budget estimate and not a not-to-exceed price. The Client would be billed only for service provided. Many factors, including those out of our control, such as weather, the contractor's schedule and efficiency, implementation of RFI's and/or ASI's, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with deviations, re-testing, and re-inspections of failing items, on-site standby time, overtime, and short notice premiums are not included in our estimated cost.

The applicable field rate will be invoiced for all hours worked, including travel time, report, and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates on 1.5 times the regular hourly rate will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and for hours worked on Saturday. Hours worked on Sunday or holiday will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum of four (3)-three charge will be

Proposal for Construction Materials Testing Services

Pharr Multi-Use Facility ■ Pharr, Texas

February 10, 2025 ■ Terracon Proposal No. P88261037



invoiced per visit to the project site, Project Management/Clerical services will be invoiced on hours worked, unless otherwise noted on the attached Table 1.

E. SITE ACCESS AND SAFETY

The client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision of safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

Employee safety is a core value of Terracon, and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

F. TESTING AND OBSERVATION

The above services will be provided under an as-requested basis. Additionally, we request a 24-hour notice to schedule our services through our schedule line **(956) 283-8254**. For wood frame observations we require a one week notice to coordinate with our team in San Antonio, Texas.

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observation only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services.

Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

Proposal for Construction Materials Testing Services

Pharr Multi-Use Facility ■ Pharr, Texas

February 10, 2025 ■ Terracon Proposal No. P88261037



G. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning the executed agreement, along with this proposal, to Terracon. This proposal for services and accompanying limitations shall constitute the terms and conditions for our services to be performed for the project.

We appreciate the opportunity to propose on this project. Please call us at (956) 283-8254 if you have any questions concerning this proposal.

Sincerely,

TERRACON CONSULTANTS, INC.

Firm Registration: TX F-3272

Hector Escalante

Hector Escalante
Field Engineer

Lupe Leal

Guadalupe Leal
Department Manager

Attachments: Table 1 – Cost Estimate
Agreement for Services
Distribution List

Proposal for Construction Materials Testing Services

Pharr Multi-Use Facility ■ Pharr, Texas

February 10, 2025 ■ Terracon Proposal No. P88261037



**TABLE 1
ESTIMATED FEE SUMMARY**

Our fee estimate is in accordance with the time and tests performed as shown below:

Earthwork Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Junior Engineering Tech (YRS Experience:1 to 5)	415	Hour	\$ 68.00	\$ 28,220.00
Modified Proctor Test (ASTMD1557)	2	Each	\$ 293.00	\$ 586.00
Standard Proctor Test (ASTM D698)	5	Each	\$ 265.00	\$ 1,325.00
Admixing Lime to Reduce Plasticity Index of Soils (Test Code: TEX-112-E)	2	Each	\$ 220.00	\$ 440.00
Calculating the Plasticity Index of Soil (Test Code: TEX-106-E)	7	Each	\$ 74.00	\$ 518.00
Determining the Amount of Material in Soils Finer than the 75 Micrometer (No. 200) Sieve (Test Code: TEX-111-E)	5	Each	\$ 73.00	\$ 365.00
Field Method for Determining in-Place Density of Soils and Base Materials (Test Code: TEX-115-E)	1200	Each	\$ 33.00	\$ 39,600.00
Vehicle Trip Charge	140	Per Trip	\$ 40.00	\$ 5,600.00
Subtotal, Earthwork				\$ 76,654.00

Reinforcing Steel				
Service	Quantity	Unit	Unit Rate	Estimate
Engineering Tech (Yrs Experience: 5 to 15)	75	Hour	\$ 80.00	\$ 6,000.00
Vehicle Trip Charge	25	Per Trip	\$ 40.00	\$ 1,000.00
Subtotal, Reinforcing Steel/Anchor Bolt				\$ 7,000.00

Concrete Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Compressive Strength of Cylindrical Concrete Specimens (Test Code: TEX-418-A)	400	Each	\$ 22.00	\$ 8,800.00
Junior Engineering Tech (YRS Experience:1 to 5)	190	Hour	\$ 68.00	\$ 12,920.00
Junior Engineering Tech (YRS Experience:1 to 5) Overtime	80	Hour	\$ 102.00	\$ 8,160.00
Vehicle Trip Charge	60	Per Trip	\$ 40.00	\$ 2,400.00
Subtotal, Concrete				\$ 32,280.00

Masonry Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Grout Compressive Test	24	Each	\$ 55.00	\$ 1,320.00
Compressive Strength of Cement Mortars (Test Code: ASTM C109)	30	Each	\$ 55.00	\$ 1,650.00
Engineering Tech (Yrs Experience: 5 to 15)	85	Hour	\$ 80.00	\$ 6,800.00
Vehicle Trip Charge	20	Per Trip	\$ 40.00	\$ 800.00
Subtotal, Masonry Obs/Testing				\$ 10,570.00

Hot-Mix Asphaltic Concrete Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Engineering Tech (Yrs Experience: 5 to 15)	60	Each	\$ 80.00	\$ 4,800.00
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Test Code:TEX-236-F)	8	Each	\$ 207.00	\$ 1,656.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures (Test Code: TEX-227-F)	8	Each	\$ 105.00	\$ 840.00
Sieve Analysis of Fine and Coarse Aggregate (Test Code: TEX-200-F or TEX-401-A)	8	Each	\$ 108.00	\$ 864.00
Determining Density of Compacted Bituminous Mixtures (Test Code: TEX-207-F (Part 1))	40	Each	\$ 71.00	\$ 2,840.00
Core/Drill Operator/ Technician and Coring Equipment used to Drill Flexible and Rigid Pavement (2-man Crew)	2	Each	\$ 400.00	\$ 800.00
Lab Molded Density	8	Each	\$ 375.00	\$ 3,000.00
Vehicle Trip Charge	10	Per Trip	\$ 40.00	\$ 400.00
Subtotal, Hot-Mix Asphaltic Concrete				\$ 15,200.00

Structural Steel Observation/CWI				
Service	Quantity	Unit	Unit Rate	Estimate
Certified Welding Inspector, CWI	150	Hour	\$ 150.00	\$ 22,500.00
Vehicle Trip Charge	30	Per Trip	\$ 40.00	\$ 1,200.00
Subtotal, Structural Steel				\$ 23,700.00

Quality Manager (YRS Experience: 10 to 20)	120	Hour	\$ 150.00	\$ 18,000.00
ESTIMATE TOTAL				\$ 183,404.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Pharr TX (“Client”) and Terracon Consultants, Inc. (“Consultant”) for Services to be provided by Consultant for Client on the Pharr Multi-Use Facility project (“Project”), as described in Consultant’s Proposal dated 02/04/2026 (“Proposal”), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant’s services is described in the Proposal, including but not limited to the Scope of Services section (“Services”), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors’ behalf. Consultant’s Services do not include the investigation or detection of, nor do recommendations in Consultant’s reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant’s findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client’s request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client’s review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant’s current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client’s sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant’s reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT’S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$250,000 OR CONSULTANT’S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT’S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT’S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant’s Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant’s substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT’S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers’ compensation insurance in accordance with the laws of the states having jurisdiction over Consultant’s employees who are engaged in the Services, and employer’s liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**
By: Jorge A. Flores Date: **2/10/2026**
Name/Title: **Jorge A. Flores / Office Manager III**
Address: **1506 Mid Cities Dr**
Pharr, TX 78577-2128
Phone: **(956) 283-8254** Fax: _____
Email: **Jorge.Flores@terracon.com**

Client: **City of Pharr TX**
By: _____ Date: _____
Name/Title: **Patrizia Longoria / City Engineer**
Address: **118 South Cage Boulevard, 1st Floor**
Pharr, TX 78577
Phone: **(956) 402-4221** Fax: _____
Email: **Patrizia.longoria@pharr-tx.gov**

DISTRIBUTION SHEET

Thank you for choosing Terracon Consultants, Inc. to provide these services. Please fill out below the pertinent information below so that we may expedite report distribution, project correspondence and invoice(s) to appropriate person (s). If you have any questions please do not hesitate to contact our office.

Project Name: _____

Client
Copies _____ Firm _____
Address _____
Attn: _____ P _____ F _____
Email: _____

Invoice (do not complete if same as client)
Copies _____ Firm _____
Address _____
Attn: _____ P () _____ F () _____
Email: _____

Report Distribution (Clients, Architects, Engineers, Contractors, etc...)
Copies _____ Firm _____
Address _____
Attn: _____ P () _____ F () _____
Email: _____

Copies _____ Firm _____
Address _____
Attn: _____ P () _____ F () _____
Email: _____

Copies _____ Firm _____
Address _____
Attn: _____ P () _____ F () _____
Email: _____

Copies _____ Firm _____
Address _____
Attn: _____ P () _____ F () _____
Email: _____

Copies _____ Firm _____
Address _____
Attn: _____ P () _____ F () _____
Email: _____

If you need more room or would like to send other pertinent information please provide on the back of this sheet. Thank you for your time and concern to this matter.





AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #:

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: 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.

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #:

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: 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.

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #:

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: 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.

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #:

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: 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.

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #:

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: 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.

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026



AGENDA MEMORANDUM



BOARD: BOARD OF COMMISSIONERS

AGENDA ITEM #:

DATE SUBMITTED: February 13, 2026

MEETING DATE: February 23, 2026

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: 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.

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 02/13/2026