TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
TUESDAY, JANUARY 2, 2018

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2015-28. 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 body.

B) Pledge of Allegiance/Invocation

2. PUBLIC COMMENTS/PUBLIC HEARINGS:

A) PUBLIC COMMENTS: *(Ordinance No. O-2015-28) A registered speaker may speak on several items or topics of public concern; however, a speaker may not exceed three (3) minutes as a whole when addressing the board. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak at a scheduled meeting. A sign-in form must be filled out prior to the meeting to allow the registered speaker to address the governing body.*

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES: *(Ordinance No. O-2015-28). A registered speaker during the public hearing may not exceed three (3) minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city 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.*

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

A) City Engineer's Report (ENGINEERING)

B) City Events of Interest (ADMINISTRATION)

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

A) Approval of Minutes for December 4, 2017 Regular City Commission Meeting; and December 18, 2017 Regular City Commission Meeting. (ADMINISTRATION)

B) Consideration and action if any, on Ordinance amending Ordinance No. O-2017-50 (Rental of City Facilities). ***3rd & Final Reading*** (PARKS)

C) Consideration and action, if any, on Ordinance amending Ordinance No. 0-94-11 relating to Meter Deposits and their reimbursement criteria. ***2nd Reading.*** (FINANCE)

D) Consideration and action, if any, on Rio Grande Valley Partnership-Chamber of Commerce Membership renewal in the amount of $2,500. (BRIDGE)

E) Consideration and action, if any, on advertising in the Texas International Produce Association 2018 Membership Directory in the amount of $800. (BRIDGE)

F) Consideration and action, if any, on approval of Final Reconciliation of Quantities for the South Pharr Elevated Storage Tank Rehabilitation Project (Bid Number 1617-01-528-0031) (ENGINEERING)

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

PLATS:

1. Melden & Hunt Inc., representing Shavi Mahtani, President of Domain Development Corp., is requesting final plat approval of the proposed West Oak Manor Subdivision.The property is legally described as a being a re-subdivision of 31.939 acres out of Lot 87, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.The property is located within the 5400 Block of North Sugar Road. (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution adopting a new city seal. (ADMINISTRATION)

B) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; establishing fair market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding. (DEVELOPMENT SERVICES)

6. ADMINISTRATIVE:

A) Consideration and action, if any, on World City 2017 Pharr Trade Numbers Book. (BRIDGE)

B) Presentation by Parks and Recreation Department on Pharr-After School Activity Programs (Pharr- ASAP) (ADMINISTRATION)

7. PURCHASING:

A) Consideration and action, if any, on Purchase and Sales Agreement for 100 Block of West Ferguson Ave. (ADMINISTRATION)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing the City of Pharr to enter into Memorandum of Agreement with the Texas A&M Forest Service, a member of the Texas A&M University System and an agency of the State of Texas to participate as a member of the Regional Incident Management Team. (FIRE)

B) Consideration and action, if any, authorizing City Manager to amend the contract with R. Gutierrez Engineering Corporation for Professional Engineering Services for the West Thomas Road Intersection Widening Project. (ENGINEERING)

C) Consideration and action, if any, on renewing Camera Services Agreement between the City of Pharr International Bridge and Inmobiliaria Jugas, S.A. de C.V. (BRIDGE)

D) Consideration and action, if any, on wellness screening services between Doctors Hospital at Renaissance, LTD. and City of Pharr. (HR)

E) Consideration and action, if any, on authorizing City Manager to negotiate and enter into a contract with The Warren Group, Inc. for Professional Architectural Services for the Master Planning of the Tierra del Sol Banquet Hall. (PARKS)

9. LEGAL:

A) Consultation and update with legal counsel on Boys and Girls Club lease and other matters incidental too. (ADMINISTRATION)

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext. 1003/1007 or FAX 956/702-5313 or E-mail hilda.pedraza@pharr-tx.gov or imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 28th day of December, 2017 at 5:30 p.m.

and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 28th Day of December, 2017.

HILDA PEDRAZA, 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,

________________________________ Title: __________________________

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.A.
DATE SUBMITTED: December 27, 2017
MEETING DATE: January 2, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PUBLIC COMMENTS

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 12/27/2017
City Management Office	Final Approval - 12/27/2017

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.B.
DATE SUBMITTED: December 27, 2017
MEETING DATE: January 2, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 12/27/2017
City Management Office	Final Approval - 12/27/2017

Design Phase

- Hi-Line Road Improvements From Jackson Rd to Veterans Rd (I-Road)
- Anaya Road Improvements From US 281 (Cage Blvd) to Veterans Rd (I-Road)
- 365 Tollway Utility Adjustments
- Various Park Designs-2016
- Renovations of Jose "Pepe" Salinas Civic Center

Construction Phase

- ❑ **South Pharr Development and Research Center (Part A)**
- ❑ **South Pharr Exhibit Hall**
- ❑ **Jones Box Park Parking Lot Improvements**
- ❑ **Owassa Road Improvements**
- ❑ **Single Machine Repaving Project Year 2**
- ❑ **Eldora Elevated Storage Tank Improvements**
- ❑ **Waterline Transmission Improvements**
- ❑ **Lift Station 25 & 16-in Forcemain Improvements**
- ❑ **Wastewater Treatment Plant Clarifier No. 2 Rehabilitation**
- ❑ **Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.**
- ❑ **Jackson Road And Cage Boulevard Raised Medians Construction Project**
- ❑ **South Pharr Water Tower Rehabilitation**
- ❑ **Jones Box Park Landscape and Irrigation Improvements**
- ❑ **Single Machine Repaving Project Year 2 Phase B**

Project Name:	Hi-Line Road Improvements From Jackson to Veterans
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 2.3 miles of roadway improvements from Jackson Rd to Veterans Rd.
Status:	Currently Working on the Environmental an Final Alignment Seletion
Project Name:	Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Status:	Currently Working on the Environmental an Final Alignment Seletion
Project Name:	365 Tollway Utility Adjustments
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Various utility relocations along • Jackson Rd (24” Waterline), • US 281/Cage Blvd (18” Waterline), • I-Road (24” Steel Casing for future waterline) • Thomas Rd/I Road (12” Waterline)
Status:	Plans are 100% Complete (HCRMA out for Bids)

Project Name:	Various Park Design-2016
Design Engineer:	Halff & Associates
Description:	Various Park Improvements at the following Parks: • Allen & William Arnold Elementary City/School Park • Dr. William Long Elementary City/School • Ford Elementary City/School Park • Nature Park • Splash Pad at Allen & William Arnold
Status:	• Allen & William Arnold Park - 100% Design Complete • Allen & William Arnold Park Splash Pad –100% Design Complete • Nature Park –100% Design Complete • Dr. William Long – 100% Design Complete
Project Name:	Renovations of Jose "Pepe" Salinas Civic Center
Design Architect:	Diseño
Description:	Renovations of an approximately 16,000 s.f. facility
Status:	1. Three (3) Schematics have been completed. 2. Developed three (3) 3D architectural design models of the facility

Project Name	South Pharr Development and Research Center Part A		
Architect	The Warren Group, Inc		
Contractor	Holchemont		
Contract Amount	$2,433,000	**Contract Time (days)**	240
Notice to Proceed	4/9/2017	**Contract Time Used:**	109.17%

Description: Construction of South Pharr Development and Research Center consisting of approximately 15,398 s.f. masonry building.

Status: Punch list items are being addressed, and construction will be completed in early January 2018.

Pictures:

Project Name	South Pharr Exhibit Hall		
Architect	The Warren Group, Inc		
Contractor	Holchemont		
Contract Amount	$1,209,000	**Contract Time (Days)**	240
Notice to Proceed	4/9/2017	**Contract Time Used:**	109.17%

Description: South Pharr Exhibit Hall will consist of a new one story masonry building approximately 9,000 s.f. in size

Status: Punch list items are being addressed, and construction will be completed in early January 2018.

Pictures:

Project Name:	Jones Box Park Parking Lot Improvements		
Engineer	Melden & Hunt		
Contractor	Mor-Wil, LLC		
Contract Amount	$579,410	**Contract Time (Days)**	120
Notice to Proceed	1/19/2017	**Contract Time Used:**	285.00%
Description: Construction of a new parking lot, walking trail resurfacing, basketball courts and soccer fields.			
Status: Construction is complete.			
Pictures: (None)			

Project Name:	Owassa Road Reconstruction and Widening		
Engineer:	Tedsi		
Contractor	IOC, Company		
Contract Amount	$5,206,108	**Contract Time (Days)**	438
Notice to Proceed	3/23/2017	**Contract Time Used:**	63.70%

Description: Widening of Owassa Rd between Jackson Rd and US 281 Frontage, and various drainage improvements.

Status: Construction is ongoing.

Pictures:

Project Name:	Eldora Elevated Storage Tank Improvements		
Engineer	SG&E, LLC		
Contractor	Landmark		
Contract Amount	$2,735,000	**Contract Time (Days)**	365
Notice to Proceed	4/21/2017	**Contract Time Used:**	68.49%

Description: Build a new 1 Million Gallon Composite Elevated Storage Tank

Status: Construction is ongoing. Project is 72.65% complete.

Pictures:

Project Name:	Waterline Transmission Improvements		
Engineer	S&GE, LLC		
Contractor	Jimmy Closner & Sons		
Contract Amount	$6,591,196	**Contract Time (Days)**	540
Notice to Proceed	3/15/2016	**Contract Time Used:**	120.74%

Description: Construction of a 20-in and 16-in water transmission main from the Water Treatment Plant (WTP) Booster Pump Station to the Expressway and JBJ Elevated Storage Tank.

Status: Construction is complete. Additional work will be added to the contract - pendig approval from City Commission and TWDB.

Pictures: (None)

Project Name:	Lift Station 25 & 16-in Forcemain Improvements		
Engineer	S&GE, LLC		
Contractor	Saenz Brothers Construction, LLC		
Contract Amount	$2,715,364	**Contract Time (Days)**	360
Notice to Proceed	8/2/2016	**Contract Time Used:**	142.22%

Description: New Liftstation and 16-in Forcemain Improvements

Status: Construction is ongoing.

Pictures:

Project Name:	Wastewater Treatment Plant Clarifier No. 2 Rehabilitation		
Engineer	SG&E		
Contractor	JMJ Constructors Inc.		
Contract Amount	$532,725	**Contract Time (Days)**	270
Notice to Proceed	1/3/2017	**Contract Time Used:**	132.59%

Description: Install a new Clarifier at the Wastewater Treatment Plant Clarifier No. 2

Status: Construction is complete.

Pictures: (None)

Project Name:	Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.		
Engineer	Aldaña Engineering & Traffic Design, LLC		
Contractor	D&G Energy Corporation		
Contract Amount	$232,765	**Contract Time (Days)**	120
Notice to Proceed	7/31/2017	**Contract Time Used:**	124.17%

Description: This existing intersection is presently un-signalized. The proposed traffic signal will include traffic signal poles and arms, traffic signal controller & cabinet, foundations,

Status: Construction is ongoing.

Pictures:

Project Name:	Jackson Rd and Cage Blvd Raised Medians		
Engineer	R. Gutierrez Engineering Corp.		
Contractor	IOC		
Contract Amount	$297,849	**Contract Time (Days)**	60
Notice to Proceed	7/24/2017	**Contract Time Used:**	260.00%

Description: Construction of raised concrete medians, and pavement striping along Jackson Rd and Cage Blvd.

Status: Project is complete.

Pictures: (None)

Project Name:	South Pharr Water Tower Rehabilitation		
Engineer	Dunham Engineering, Inc.		
Contractor	Blastco		
Contract Amount	$127,600	**Contract Time (Days)**	90
Notice to Proceed	8/14/2017	**Contract Time Used:**	150.00%

Description: Rehabilitation and repainting of a 750,000 gallon composite elevated storage tank.

Status: Construction is complete.

Pictures:

Project Name:	Jones Box Park Landscape and Irrigation Improvements		
Engineer	Heffner Design Team, PLLC		
Contractor	Southern Landscapes		
Contract Amount	$79,050	**Contract Time (Days)**	90
Notice to Proceed	9/18/2017	**Contract Time Used:**	111.11%

Description: Various landscape and irrigation improvements at Jones Box Park

Status: Construction is complete.

Pictures: (None)

Project Name:	Single Maching Repaving Project Year 2 Phase B		
Engineer	City of Pharr-Engineering Department		
Contractor	Cutler		
Contract Amount	$810,073	**Contract Time (Days)**	90
Notice to Proceed	8/28/2017	**Contract Time Used:**	134.44%

Description: Repaving of residential streets, in North, Central and South Pharr

Status: Construction is ongoing.

Pictures:

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.
DATE SUBMITTED: December 27, 2017
MEETING DATE: January 2, 2018

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Imelda Barrera Created/Initiated - 12/27/2017

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED: December 21, 2017
MEETING DATE: January 2, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of Minutes for December 4, 2017 Regular City Commission Meeting; and December 18, 2017 Regular City Commission Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: Minutes for regular city commission meeting held on Monday, December 4, 2017 and Monday, December 18, 2017.

Financial Consideration:

Staff Recommendation: Approval

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 12/21/2017
City Management Office	Final Approval - 12/28/2017

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, DECEMBER 4, 2017
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, December 4, 2017 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT:	Mayor Ambrosio Hernandez Comm. Eleazar Guajardo Comm. Ramiro Caballero Comm. Daniel Chavez Comm. Ricardo Medina Comm. Mario Bracamontes
BOARD OF COMMISSIONERS ABSENT:	Comm. Roberto “Bobby” Carrillo
STAFF PRESENT:	Juan G. Guerra, City Manager Edward Wylie, Deputy City Manager Hilda Pedraza, City Clerk Omar Anzaldua, City Engineer Gary Rodriguez, Events Center Director Karla Moya, Finance Director Rodolfo Martinez, Municipal Court Judge Anali Alanis, HR Director Joe Luengo, Interim Police Chief Leonardo Perez, Fire Chief Melanie Cano, Dev. Services Director Rick Pedraza, Public Works Director Jose Villescas, Public Utilities Director Sergio Alanis, Parks & Rec. Director Raul Garza, CDBG Director Adolfo Garcia, Library Rick Castro, Interim I.T. Director Luis Bazan, Bridge Director
CITY ATTORNEY	Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Juan G. Guerra, City Manager, led in the pledge of allegiance and Luis Bazan, Bridge Director, said the invocation.

ITEM 2. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Kenneth Fletcher spoke about HVAC system noise coming from Costco and trucks still parked in the fire lanes. He stated this was a public safety issue for emergency vehicles and a health concern for the public. Mr. Fletcher also voiced his concern with the new 1000 watts lights along Cage and stated they waste too much electricity. Mr. Fletcher also spoke about the bids for the new downtown lighting improvements and stated the low bid started at $134,000 and ended up at $188,695.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 3. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Juan G. Guerra, City Manager, stated City Engineer was in the audience and questions could be entertained at this time. There were no questions.

At this time, Juan G. Guerra, called upon Rick Pedraza, Public Works Director, to give a report on city alleys.

Rick Pedraza, Public Works Director, gave a brief update on alleys and stated they were currently working on a plan that involves high grass, paved, and gravel alleys. He stated a survey was done last year and they would be concentrating on the zones with high grass and gravel alleys. He further stated he would put together an exhibit in GIS and present it to the Board for review.

B) CITY EVENTS OF INTEREST

Juan G. Guerra, City Manager, reported the Greater Pharr Chamber of Commerce would join the City of Pharr to celebrate the new renovations of Jones Box Park on Tuesday, December 5, 2017 at 10:00 a.m. He stated the city has added a newly resurfaced asphalt walking train (1 mile), a new west-side parking lot, basketball courts, and more landscaping and irrigation. A pedestrian mural has also been added to the park to highlight several profiles of the city.

Juan G. Guerra, City Manager, also reported a ribbon cutting ceremony for Tamales Guadalajara would take place on Friday, December 8, 2017 at 10:00 a.m. He stated this new restaurant specializes in tamales and chose Pharr for the rapid growth and location.

Juan G. Guerra, City Manager, went over the Tips for Toys at different restaurants and stated the tips collected would be used to purchase toys for the less fortunate.

Juan G. Guerra, City Manager, reported the unveiling of mural at the Pharr Memorial Library would take place on December 6, 2017 at 5:30 p.m. and invited the public to attend. He also reported the Christmas Night at the Library would take place on December 14, 2017 from 6:00 p.m. to 8:00 p.m.

Juan G. Guerra, City Manager, reported the Pharr International Bridge would be hosting their Customer Appreciation Holiday Social from 6:00 p.m. to 10:00 p.m. for bridge customers. They would have entertainment, food, drinks and a raffle.

Juan G. Guerra, City Manager, announced the City of Pharr made the 2017 list of safest cities in the nation and ranked #25 safest city in the State of Texas according to the SafeHome.Org analyzed data by the FBI.

ITEM 4. CONSENT AGENDA

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE A SOLICITATION FOR REQUEST FOR QUALIFICATIONS (RFQ'S) FOR PROFESSIONAL SURVEYING SERVICES FOR PROJECTS DURING THE 2018-2020 YEAR PERIOD (ENGINEERING)

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE A SOLICITATION FOR REQUEST FOR QUALIFICATIONS (RFQ'S) FOR PROFESSIONAL ENGINEERING SERVICES FOR PROJECTS DURING THE 2018-2020 YEAR PERIOD (ENGINEERING)

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE A SOLICITATION FOR REQUEST FOR QUALIFICATIONS (RFQ'S) FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES FOR PROJECTS DURING THE 2018-2020 YEAR PERIOD (ENGINEERING)

D) CONSIDERATION AND ACTION, IF ANY, ON IMPLEMENTING PROCEDURES FOR POST-ISSUANCE COMPLIANCE FOR THE PURPOSE

OF MAINTAINING COMPLIANCE WITH FEDERAL TAX REQUIREMENTS THAT APPLY TO BOND FINANCING (FINANCE)

E) CONSIDERATION AND ACTION IF ANY, AUTHORIZING THE PHARR POLICE DEPARTMENT AND THE STATE OF TEXAS TO IMPLEMENT THE FY2018 (GRANT #2018-PHARRPD-IDM-00013) STEP-IMPAIRED DRIVING MOBILIZATION GRANT

F) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. MARIA MAYELA GARZA, D/B/A COLONIA CINCO ESTRELLAS, L.L.C., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 27 THROUGH 30, BLOCK 2, LOS MARINEROS SUBDIVISION PHASE I, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 2200 SOUTH CAGE BOULEVARD.

2. MARIA MAYELA GARZA, D/B/A FRIENDS ALL PARTIES, L.L.C., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 20, BLOCK 2, LOS MARINEROS SUBDIVISION PHASE I, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2302 SOUTH CAGE BOULEVARD.

Juan G. Guerra, City Manager, introduced the items and recommended approval of the consent agenda.

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

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2017-41 FOR BUDGET AMENDMENTS TO THE FISCAL YEAR 2017-2018 BUDGET *ADOPTION ON 1ST READING* (FINANCE)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

Ordinance No. O-2017-54 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-50 (RENTAL OF CITY FACILITIES) *FIRST READING* (PARKS)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

ITEM 7. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH S&GE, LLC FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WATER TRANSMISSION MAINS PROJECT (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH ALVARADO ARCHITECTS & ASSOCIATES, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE PARKS AND RECREATION DUGOUTS FOR THE PHARR SPORTS COMPLEX AND WITTEN PARK PROJECT AND APPROVAL TO ADVERTISE ON THIS PROJECT (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH THE WARREN GROUP, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE MASTER PLANNING FOR THE FIRE STATION NO. 1 PROJECT (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH EVERBRIDGE, INC. FOR THE RENEWAL OF EVERBRIDGE MASS NOTIFICATION SYSTEM (INNOVATION & TECHNOLOGY)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

ITEM 6. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FOR RESIDENTIAL INCENTIVE PROGRAM FOR THE PROPERTY LEGALLY DESCRIBED AS A 12.997 ACRE TRACT OF LAND OUT OF LOTS 5 AND 6, BLOCK 8 A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, introduced the item and briefly stated this was for the property at the old Summit Sports Complex. He further recommended approval.

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

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

ITEM 9. CLOSED SESSION

CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA. IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:13 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 9. RECONVENE

The time being 5:07 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 7. CONTRACTS/AGREEMENTS

E) CONSIDERATION AND ACTION, IF ANY, ON 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF PHARR AND THE PHARR ECONOMIC DEVELOPMENT CORPORATION II AND CAMPERO HOLDINGS, CO., LLS AND CAMPERO LEGACY PROPERTIES, L.L.C. (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

ITEM 8. LEGAL

A) CONSULTATION WITH LEGAL AND POSSIBLE ACTION ON CONTRACT WITH ENVIRO-LITE SOLUTIONS, LLC. (LEGAL)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

B) CONSULTATION WITH ATTORNEY ON SETTLEMENT OF THE FOLLOWING CASES: ISIS GIL VS. CITY OF PHARR, DAHLIA YBARRA VS. CITY OF PHARR, FELIX DE LA GARZA, ANTHONY ALVARADO, VERONICA LIMON VS. CITY OF PHARR, GABRIELA RODRIGUEZ AND ARELI VASQUEZ, LAURA LEE RAMIREZ V. DANIEL LINON AND CITY OF PHARR, AND T-MOBILE AND ATC VS. CITY OF PHARR. (LEGAL)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

C) CONSULTATION WITH LEGAL AND POSSIBLE ACTION ON SETTLEMENT AGREEMENT WITH T-MOBILE & AMERICAN TOWER V. CITY OF PHARR. (LEGAL)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:08 p.m.

CITY OF PHARR

____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 4th DAY OF DECEMBER 2017 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, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

____
HILDA PEDRAZA, CITY CLERK

APPROVED:

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, DECEMBER 18, 2017
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, December 8, 2017 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT:	Mayor Ambrosio Hernandez Comm. Eleazar Guajardo Comm. Roberto “Bobby” Carrillo Comm. Ramiro Caballero Comm. Daniel Chavez Comm. Ricardo Medina Comm. Mario Bracamontes
BOARD OF COMMISSIONERS ABSENT:	None
STAFF PRESENT:	Juan G. Guerra, City Manager Edward Wylie, Deputy City Manager Hilda Pedraza, City Clerk Omar Anzaldua, City Engineer Gary Rodriguez, Events Center Director Karla Moya, Finance Director Rodolfo Martinez, Municipal Court Judge Anali Alanis, HR Director Joe Luengo, Interim Police Chief Leonardo Perez, Fire Chief Melanie Cano, Dev. Services Director Rick Pedraza, Public Works Director Jose Villescas, Public Utilities Director Sergio Alanis, Parks & Rec. Director Raul Garza, CDBG Director Adolfo Garcia, Library Luis Bazan, Bridge Director
CITY ATTORNEY	Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 4:07 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Juan G. Guerra, City Manager, led in the pledge of allegiance and Luis Bazan, Bridge Director, said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING MELDEN & HUNT, INC. DAY

Mayor read proclamation proclaiming December 18, 2017 as Melden & Hunt Day. He stated Melden & Hunt was a leader in Engineering, Surveying, and Consulting Services in the Rio Grande Valley and celebrated 70 years of professional talent and exceptional service.

Mario Reyna received the proclamation and thanked the Commission for the recognition.

ITEM 3. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Gabriel Reyna was not present.

Kenneth Fletcher stated he was trying to find out if Costco indeed had 80 employees employed as per contract. He also spoke about Vanguard interlocal agreement for Nature Park and stated trees would be taken care of. Lastly, he voiced his concern with trees destroyed at a drainage ditch in the city's right-of-way.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF DECEMBER 2017 SALES TAX REPORT (FINANCE)

Juan G. Guerra, City Manager, reported sales tax were down 1.17% but annually were up by over 2%.

B) SUBMISSION OF NOVEMBER 2017 CERTIFIED TAX COLLECTION REPORT (FINANCE)

Juan G. Guerra, City Manager, stated delinquent taxes were down 0.24% and current taxes were down 0.86%.

C) CITY EVENTS OF INTEREST

Juan G. Guerra, City Manager, reported the Greater Pharr Chamber of Commerce would host a ribbon cutting of Victor Garcia Park Improvements on Tuesday, December 19, 2017 at 205 West Polk. He stated the project was funded by Valley Baptist Legacy Foundation and the park would now have exercise stations, new basketball courts, and several other amenities.

Juan G. Guerra, City Manager, reported PSJA North Early College High School would be celebrating the Grand Opening of Gilberto Zepeda Jr. Performing Arts Center on Wednesday, December 20, 2017 at 500 E. Nolana. A special show of this year's show The Lion King will be held Saturday, December 23, 2017 as part of the celebration. All tickets proceeds of the last show would go to the Gilberto Zepeda, Jr. scholarship fund.

Juan G. Guerra, City Manager, went over the upcoming events at the Pharr Events Center for the month of December. He further reported due to weather conditions on Saturday, December 16, 2017, Movies at the Park was moved to Thursday, December 21, 2017 at Lorenzo "Lore" Garcia Park.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR NOVEMBER 20, 2017 REGULAR CITY COMMISSION MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-50 (RENTAL OF CITY FACILITIES) *2ND READING* (PARKS)

C) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM SOUTH TEXAS AGRICULTURE ROUNDUP GALA COMMITTEE TO WAIVE FEES FOR THE USE OF THE PHARR EVENTS CENTER ON SATURDAY, JANUARY 20, 2018 FOR THEIR ANNUAL SCHOLARSHIP FUNDRAISER (EVENTS CENTER)

D) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM TXDOT FOR WAIVER OF FEES TO USE PHARR EVENTS CENTER THURSDAY FEBRUARY 8, 2018 FOR ANNUAL SAFETY AWARDS BANQUET (EVENTS CENTER)

E) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD TO WAIVE FEES FOR USE OF PHARR EVENTS CENTER ON MONDAY, JANUARY 15, 2018 FOR FEMALE EMPOWERMENT

CONFERENCE (EVENTS CENTER)

F) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD FOR WAIVING OF RENTAL FEES OF PHARR EVENTS CENTER FOR WEDNESDAY, JANUARY 31, 2018 FOR 2018 DISTRICT CAREER FAIR (EVENTS CENTER)

G) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PHARR COMMUNITY THEATER FOR WAIVING OF FEES FOR USE OF PHARR EVENTS CENTER ON TUESDAY, DECEMBER 19, 2017 FOR PRESENTATION OF A TEJANO CHRISTMAS CAROL PLAY (EVENTS CENTER)

H) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PHARR HOUSING AUTHORITY FOR WAIVING OF FEES FOR PHARR EVENTS CENTER ON FRIDAY, DECEMBER 22, 2017 FOR A MERRY LITTLE CHRISTMAS PRESENTATION SUBJECT TO PHARR HOUSING AUTHORITY REIMBURSING THE CITY OF PHARR OPERATING COSTS FOR STAFFING AND SECURITY (EVENTS CENTER)

I) CONSIDERATION AND ACTION, IF ANY, REQUEST FROM HIDALGO COUNTY ELECTIONS DEPARTMENT FOR USE OF THE SOUTH PHARR DEVELOPMENT AND RESEARCH CENTER AS EARLY VOTING AND ELECTION DAY POLLING LOCATION FOR THE UPCOMING PRIMARY, PRIMARY RUNOFF, AND GENERAL ELECTIONS (ADMINISTRATION)

J) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. JUANITA MUÑOZ, REPRESENTING IGLESIA CENTRO DE PODER DE DIOS, REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.05 ACRE TRACT OF LAND, MORE OR LESS OUT OF LOT 1, PAMAAD SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 1603 NORTH CAGE BOULEVARD, SUITES 4, 5 AND 6. CUP# 171161

2. TERESA FLORES, REPRESENTING HIDALGO COUNTY HEAD START PROGRAM (LONGORIA HEAD START), REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN INSTITUTIONAL USE (SCHOOL) IN A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1).THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 9.05 ACRE TRACT OF LAND, MORE OR LESS OUT OF LOT 142, KELLY-PHARR TRACT, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 2500 NORTH CYPRESS STREET. CUP# 171162

3. TERESA FLORES, REPRESENTING HIDALGO COUNTY HEAD START PROGRAM (PALACIOS HEAD START), REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN INSTITUTIONAL USE (SCHOOL) IN AN AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) AND HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (R-4).THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, THOMAS ROAD ELEMENTARY SUBDIVISION, PHARR, HIDALGO COUNTY,

TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 801 EAST THOMAS ROAD. CUP# 171163

4. TERESA FLORES, REPRESENTING HIDALGO COUNTY HEAD START PROGRAM (CARMEN ANAYA HEAD START), REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN INSTITUTIONAL USE (SCHOOL) HEAD START IN AN AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O).THE PROPERTY IS LEGALLY DESCRIBED AS BEING 18.56 ACRE TRACT OF LAND, MORE OR LESS OUT OF LOT 327, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 1000 WEST DICKER ROAD. CUP# 171164

5. MUY PIZZA-TEJAS, LLC, DBA PIZZA HUT, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE EAST 125.0' OUT OF BLOCK 1, PALM HEIGHTS SUBDIVISION, PHARR, HIDALGOCOUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 1001 WEST HIGHWAY 83. CUP# 171165

6. MARGARITAS MEXICAN GRILL AND CANTINA, INC. REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.06 ACRE TRACT OF LAND, MORE OR LESS OUT OF LOT 2, CVS PHARMACY NO. 10142 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 1305 SOUTH CAGE BOULEVARD, SUITES 1 AND 2. CUP# 171166

PLATS:

1. JAVIER HINOJOSA ENGINEERING, REPRESENTING ZARAGOZA HINOJOSA JR., REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED HRES-CK PHARR SUBDIVISION PHASE I.THE PROPERTY IS LEGALLY DESCRIBED AS A TRACT OF LAND CONTAINING 2.23 ACRES OF LAND AND ALSO BEING A PART OR PORTION OF LOTS 13, L.R. BELL DEVELOPMENT "E" SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY IS LOCATED WITHIN THE 1100 AND 1200 BLOCK OF EAST FERGUSON AVENUE SUB #170102

Juan G. Guerra, City Manager, introduced the items and recommended approval.

Comm. Carrillo **moved** to remove item J.1 for further discussion and approve all other items under consent agenda. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

J) 1. JUANITA MUÑOZ, REPRESENTING IGLESIA CENTRO DE PODER DE DIOS, REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.05 ACRE TRACT OF LAND, MORE OR LESS OUT OF LOT 1, PAMAAD SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 1603 NORTH CAGE BOULEVARD, SUITES 4, 5 AND 6 CUP# 171161

Juan G. Guerra, City Manager, introduced the item.

Melanie Cano, Development Services Director, briefly explained the church was an active church and stated they currently had a Conditional Use Permit. She stated they acquired a suite next to them and they were expanding for an office space.

Comm. Carrillo **moved** to approve item J.1. 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 ORDINANCE AMENDING ORDINANCE NO. O-2016-44 RELATING TO THE NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS WITHIN THE FIRE AND POLICE DEPARTMENT ADOPTION ON 1ST READING (HR)

Juan G. Guerra, City Manager, introduced the item and briefly stated police officers positions were increased by two and sergeant positions were increased by one. He further recommended approval.

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

Ordinance No. O-2017-55 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING O-2016-42 (PHARR RESIDENTIAL INCENTIVE PROGRAM) ADOPTION ON 1ST READING (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, introduced the item and stated the purpose of the amendment was to increase the requirements for single-family lots from 6,500 square feet to 10,000 square feet and the home appraised value would be $225,000 or 2,500 square feet of gross living area. He further recommended approval.

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

Ordinance No. O-2017-56 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-94-11 RELATING TO METER DEPOSITS AND THEIR REIMBURSEMENT CRITERIA *1ST READING* (FINANCE)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING THE UPDATED CITY FISCAL POLICIES (FINANCE)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2017-94 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO CONTRACTS FOR THE CITY'S HUB PHESTIVAL (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended approval subject to legal constrains and budgetary constrains.

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

Resolution No. R-2017-95 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, AWARDING BID FOR CAPITAL LEASE FINANCING FOR FY 2017-2018 (FINANCE)

Juan G. Guerra, City Manager, introduced the item and recommended US Bancorp.

Comm. Medina **moved** to award bid to US Bancorp. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

B) CONSIDERATION AND ACTION, IF ANY, AWARDING BID FOR EXECUTIVE SEARCH SERVICES FOR POLICE CHIEF RFP NO. 1718-01-526-0001

Juan G. Guerra, City Manager, introduced the item and recommended Springsted Waters at $24,500.

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

C) CONSIDERATION AND ACTION, IF ANY, ON NOMINATIONS FOR THE 2018 RIO GRANDE VALLEY WALK OF FAME (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and briefly stated Comm. Carrillo was nominated in 2017 and Mayor Hernandez was nominated in 2016.

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

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON K9 POLICING AGREEMENT BETWEEN VALLEY VIEW INDEPENDENT SCHOOL DISTRICT AND CITY OF PHARR. (POLICE)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND VANGUARD ACADEMY FOR CITY/SCHOOL PARK (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

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

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

ITEM 10. CLOSED SESSION

CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA. IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:24 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 5:20 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 6. ORDINANCES AND RESOLUTIONS

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING A NEW CITY SEAL (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and stated no action would be taken at this time.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATE FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDING BY CITY ATTORNEY, CONTINGENT ON AVAILABLE FUNDING (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

Resolution No. R-2017-96 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

D) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FOR RESIDENTIAL INCENTIVE PROGRAM FOR THE PROPERTY LEGALLY DESCRIBED AS BEING A RE-SUBDIVISION OF 17.727 ACRES OUT OF LOT 90, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

E) CONSIDERATION AND ACTION, IF ANY, ON OFF-DUTY EMPLOYMENT POLICY FOR CITY OF PHARR EMPLOYEES (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

ITEM 9. LEGAL

A) CONSULTATION WITH LEGAL AND POSSIBLE ACTION ON ACCESS EASEMENT AGREEMENT WITH IDEA PUBLIC SCHOOLS (LEGAL)

Juan G. Guerra, City Manager, introduced the item and stated no action would be taken at this time.

B) CONSULTATION WITH LEGAL AND POSSIBLE ACTION ON LEASE AGREEMENT (LEGAL)

Juan G. Guerra, City Manager, introduced the item and stated staff recommended to authorize legal to encourage remedy with Boys & Girls Club.

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

C) CONSULTATION WITH LEGAL AND POSSIBLE ACTION ON ENVIROLITE SOLUTIONS (LEGAL)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Carrillo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:22 p.m.

CITY OF PHARR

____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 18th DAY OF DECEMBER 2017 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, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

____
HILDA PEDRAZA, CITY CLERK
APPROVED:

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: December 27, 2017

MEETING DATE: January 2, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Roel Garza

Agenda Item: Consideration and action if any, on Ordinance amending Ordinance No. O-2017-50 (Rental of City Facilities). ***3rd & Final Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In efforts to attract more interest in the the Tierra del Sol Banquet Hall, and increase kitchen revenues staff is recommending new rental rates for the facility.

Financial Consideration: N/A

Staff Recommendation: City Commission approve this item

Alternatives: N/A

ROUTING:

Elva Guajardo	Created/Initiated - 12/27/2017
Roel Garza	Approved - 12/27/2017
City Management Office	Final Approval - 12/27/2017

ORDINANCE NO. O-2017-____

AN ORDINANCE AMENDING ORDINANCES O-2017-06; O-2016-25; O-2015-44; O-2015-38, O-2015-11, O-2014- 48, O-2013-41, O-2013-22, O-2012-41; O-2011-50, O-2011-23, O-2009-25, O-97-14, CITY CODE, CHAPTER 30, SECTION 30-26, 30-27, 30-38, 30-40, AND 30-41; ESTABLISHING PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND ESTABLISHING AN EFFECTIVE DATE

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

SECTION 1: SECTION 30-37 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

"Sec. 30-37. Rental reservations, advanced reservations, limitations of serial reservations"

To reserve a City facility, renter/lessee must execute a lease agreement and pay the rental and rental deposit as set out in Section 30-41. To maintain the reservation, all rental fees must be paid within the time limitations set out in Section 30-41. Advanced reservations may be made as set out in Section 30-41. If the lessee desires to make a series of reservations, the director shall be authorized to limit the number of serial reservations by a single lessee in order to ensure varied public availability of facilities. (Ord. No. O-94-12, & IV (J), 4-5-94; Ord. No. O-97-14, & 2, 3- 97). Rental fees and charges may be determined by an Interlocal agreement for political subdivisions.

SECTION 2: SECTION 30-40 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

"Sec. 30-40. Rental fee classes"

For the purpose of the rental fee schedule set out in section 30-41, except for the Pharr Events Center, the following rental fee classes are established:

(1) **Class I** (Commercial / Profit-making) shall apply to any and all activities such as exhibitions, sporting events, shows, dances, and all other activities sponsored by private entities for the purpose of profit-making; such as through charging of admission fees at the door or in advance. Examples are boxing matches, commercial exhibitions, indoor flea markets, concerts, etc.

(2) **Class II** (Non-Commercial / Non-Profit-making) shall apply to any and all activities sponsored by public or private non-profit entities for the expressed purpose of raising funds either through the charging of admission fees or the solicitation of donations. Examples are dances sponsored by non-profit corporations and church events

(3) **Class III** (Non-commercial / Private) shall apply to any and all activities sponsored by private entities to which admission might be restricted; but to which an admission fee will not be charged and profit-making is not intended. These activities may include weddings, quinceañeras, receptions, birthday parties and company banquets, etc.

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

"Sec. 30-41. Rental fee schedule"

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

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

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

c. Security personnel. All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of three certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.

d. Advanced reservations. Class I reservations will be accepted for up to two years to the month in advance of the reserved date. Class II and III reservations will not be accepted more than one year to the month in advance of reserved date.

(1) TIERRA DEL SOL (HALL AND BAR AREA)

****CURRENT****

Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II	Rental Rate Class III
~~Sunday-Thursday~~	~~8:00 a.m. – 1:00 p.m.~~	~~$200.00~~	~~$400.00~~	~~$350.00~~	~~$300.00~~
	~~8:00 a.m. – 7:00 p.m.~~	~~$200.00~~	~~$900.00~~	~~$800.00~~	~~$700.00~~
	~~1:00 p.m. – 12 MID.~~	~~$200.00~~	~~$900.00~~	~~$800.00~~	~~$700.00~~
~~Friday~~	~~8:00 a.m. – 1:00 p.m.~~	~~$200.00~~	~~$500.00~~	~~$450.00~~	~~$400.00~~
	~~8:00 a.m. – 7:00 p.m.~~	~~$200.00~~	~~$1000.00~~	~~$900.00~~	~~$800.00~~
	~~1:00 p.m. – 12 MID.~~	~~$200.00~~	~~$1000.00~~	~~$900.00~~	~~$800.00~~
~~Saturday~~	~~8:00 a.m. – 1:00 p.m.~~	~~$200.00~~	~~$500.00~~	~~$450.00~~	~~$400.00~~
	~~8:00 a.m. – 7:00 p.m.~~	~~$200.00~~	~~$1100.00~~	~~$1000.00~~	~~$900.00~~
	~~1:00 p.m. – 1:00 a.m.~~	~~$200.00~~	~~$1200.00~~	~~$1100.00~~	~~$1000.00~~

****PROPOSED****

Rental Period	Time	Deposit	Rental Rate Class II	Rental Rate Class III
Sunday-Friday	1:00 p.m.-12 MID	$200.00	$0	$500.00
Saturday	1:00 p.m.-1:00 a.m.	$200.00	$0	$500.00

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

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

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

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

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

(2) VICTOR GARCIA MUNICIPAL PARK:

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

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

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

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

(3) **PHARR SPORTS COMPLEX**:

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

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

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

c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(4) **WITTEN PARK**:

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

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

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

c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(5) CIVIC CENTER (LARGE HALL):

Rental Period	Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II	Rental Rate Class III
Sunday-Thursday	Morning	8:00 a.m. – 1:00 p.m.	$200.00	$400.00	$360.00	$300.00
	Day	8:00 a.m. – 7:00 p.m.	$200.00	$900.00	$800.00	$700.00
	Evening	1:00 p.m. – 12 MID.	$200.00	$900.00	$800.00	$700.00
Friday	Morning	8:00 a.m. – 1:00 p.m.	$200.00	$450.00	$400.00	$360.00
	Day	8:00 a.m. – 7:00 p.m.	$200.00	$1000.00	$900.00	$800.00
	Evening	1:00 p.m. – 12 MID.	$200.00	$1000.00	$900.00	$800.00
Saturday	Morning	8:00 a.m. – 1:00 p.m.	$200.00	$500.00	$450.00	$400.00
	Day	8:00 a.m. – 7:00 p.m.	$200.00	$1,100.00	$1,000.00	$900.00
	Evening	1:00 p.m. – 1:00 a.m.	$200.00	$1,100.00	$1,000.00	$900.00

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

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

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

(6) CIVIC CENTER (SMALL HALL):

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Sunday-Friday	6 p.m.-12 MID.	$50.	$60. Per hr.	$40. Per hr.	$50. Per hr.
Saturday	8 a.m.-1:00 a.m.	$50.	$70. Per hr.	$50. Per hr.	$60. Per hr.

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

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

c. **Restricted usage.** No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. Prerecorded music will be allowed provided there are no activities being conducted at the Large Hall and provided the volume is not sure as to disturb nearby residents. **No alcoholic beverages will be allowed on premises.**

(7) CIVIC CENTER (CONFERENCE ROOM)

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Monday-Sunday	1 p.m.-12 MID.	$20.00	$25.00 Per hr.	$15.00 Per hr.	$20.00 Per hr.

Available for rental to small groups (Capacity - 48). A non-refundable deposit of $20.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(8) JONES BOX PARK

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

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

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

b. **Restricted usage.** Parks will be used for practice and tournaments only. No smoking or alcoholic beverages will be allowed on premises.

(9) BATTING CAGES:

Rental Period	Cage Rental	Team Monthly	Team Training Pack
Monday-Friday 5 p.m.-10 p.m.	$25.00 Individual without machine (1hr) $30.00 Individual with machine (1hr)	$200.00 2 Cages with one machine (4 visits per Month)	$55.00 2 Cages with one machine

a. **Payment of rental.** The full amount of the rental fee must be paid no later than 4:00 p.m. of the date of the request via cash or credit card.

b. **Advanced reservations.** Reservations will not be accepted no later than 4:00 p.m.

c. **Restricted usage.** Batting Cages will be used for practice only. **No smoking or alcoholic beverages will be allowed on premises.**

SECTION 4: EFFECTIVE DATE

This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ________________, 2017, A.D.

CITY OF PHARR

____
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

____
HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ________________, 2017, A.D.

CITY OF PHARR

____
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

____
HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of ______________, 2017, A.D.

CITY OF PHARR

____
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.
DATE SUBMITTED: December 26, 2017
MEETING DATE: January 2, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. 0-94-11 relating to Meter Deposits and their reimbursement criteria. ***2nd Reading.***

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Pharr has an Ordinance establishing the Meter Deposits rates for residential and rental properties locations.

Residential : $100.00
Rental Property: $150.00

The ordinance establishes that deposits to be applied to any unpaid bill service discontinued.

An amendment to ordinance is proposed where Meter Deposits are being reimbursed for all account holders with good standing , where good standing means not having two consecutive months of delinquency.

Financial Consideration:

Staff Recommendation: To Approve.

Alternatives:

ROUTING:

Karla Moya	Created/Initiated - 12/26/2017
Karla Moya	Approved - 12/26/2017
Patricia Rigney	Approved - 12/26/2017

STATE OF TEXAS [ ]

COUNTY OF HIDALGO [ ] **ORDINANCE**

CITY OF PHARR [ ] No. **0-94-11**

AN ORDINANCE AMENDING ORDINANCE No. 94-11 DATED MARCH 15th, 1994 SECTION THREE B. BE AMENDED PRESCRIBING METER DEPOSIT AMOUNT; REPEALING ALL ORDINANCES ORDERS OR RESOLUTIONS, OR PARTS THEREOF, IN CONFLICT,

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

SECTION I: That section 3 be amended so that same shall read as follows:

SECTION 3B: A meter deposit of $100.00 shall be required for all residential connections, and a deposit of $150.00 shall be required for all rental and commercial properties for connection to the City's water system. After 2 years of continuous, uninterrupted service, meter deposits may be refunded only if there has been no period of delinquency lasting 2 consecutive months or more. In the event of delinquency, meter deposits shall be applied to any unpaid balance after service is discontinued.

SECTION 2: That except as herein amended, said ordinance shall remain in full force and effect, unimpaired hereby,

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS in this the _____ day of _____________, 2017, A.D.

CITY OF PHARR

____

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

____

Hilda Pedraza, City Clerk

ORDINANCE No.: 0-94-11

PASSED AND ADOPTED ON SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the ____day of____________, 2017, A.D.

CITY OF PHARR

____

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

____

Hilda Pedraza, City Clerk

PASSED AND ADOPTED ON THIRD AND FINAL READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this ____ day of _________, 2017, A.D.

CITY OF PHARR

____

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

____

Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: December 20, 2017

MEETING DATE: January 2, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Rio Grande Valley Partnership-Chamber of Commerce Membership renewal in the amount of $2,500.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On December 20, 2018, the Bridge Board approved to renew the Rio Grande Valley Partnership-Chamber of Commerce Membership for $2,500.

Financial Consideration: $2,500.

Staff Recommendation: Authorization to renew the Rio Grande Valley Partnership-Chamber of Commerce membership. The Pharr International Bridge has been a member for the past 12 years.

Alternatives:

ROUTING:

Vanessa Guzman	Created/Initiated - 12/20/2017
Luis Bazan	Approved - 12/21/2017
Patricia Rigney	Approved - 12/21/2017
Karla Moya	Approved - 12/26/2017
City Management Office	Final Approval - 12/26/2017

RGV PARTNERSHIP

www.RGVPartnership.com
Phone: 956-968-3141
Fax: 956-968-0210

Dear Fred Brouwen,

Thank you for your continued support of the Rio Grande Valley Partnership and for your dedication to enhance the economic prosperity of the Rio Grande Valley.

Your membership provides us the opportunity to drive collaboration along our four-county region and the opportunity to promote our region- THANK YOU!

In addition to the membership invoice, you will also find our "Program of Work". Please reach out to us if you'd like to engage in any of our initiatives.

You are invited to join us during the following events:

- 12/01 @ 11:30am: State of the Congress Address with U.S. Senator John Cornyn
- 12/07 @ 7pm: RGV Partnership Holiday Festival

Thanks to your support, we recently hosted the following:

- 3rd Annual RGVP Foundation Scholarship Reception
- Our 1st formal RGV to DC trip
- Women's Entrepreneurs Small Business Boot Camp
- Thank You Reception of Valley Legislators
- RGV Partnership Meet and Greet in Brownsville
- RGV's Advanced Manufacturing Summit with Congressman Filemon Vela
- Meet & Greet of Pete Alvarez; TxDOT Pharr District Engineer
- Governor's Small Business Forum in Pharr
- 30th Annual Golf Tournament at Los Lagos in Edinburg

For more details, please visit www.rgvpartnership.com

We are at your service to take input and direction.

Thank you for your continued support.

Sincerely,

Sergio Contreras
President/CEO

Rio Grande Valley Partnership - Chamber of Commerce
P.O. Box 1499
Weslaco, TX 78599
(956) 968-3141 | fax: (956) 968-0210
mail@valleychamber.com

Invoice

Invoice Date: 11/6/17
Invoice Number: 4631

City of Pharr International Bridge
Fred Brouwen
9900 South Cage
Pharr, TX 78577

Terms	Due Date
Due on receipt	12/6/17

Description	Quantity	Rate	Amount
Membership investment	1	$2,500.00	$2,500.00
		Subtotal:	**$2,500.00**
		Tax:	**$0.00**
		Total:	**$2,500.00**
		Payment/Credit Applied:	**$0.00**
		Balance:	**$2,500.00**

Thank you for your support of the **Rio Grande Valley Partnership - Chamber of Commerce**

Please return this portion with your payment.

Member Name: City of Pharr International Bridge **Invoice #:** 4631

Payment Amount: $____________________

Payment Method: ☐ Check #_______________ ☐ Credit Card

Make all checks payable to **Rio Grande Valley Partnership - Chamber of Commerce** or enter credit card information below.

Enter Credit Card Billing Address (inc. zip code)

Address ____________________________________

City/State/Zip ________________________________

Credit Card #: ____________________ Exp. Date: ________ CVV Code (3 or 4 digits on back of card) _____

Name on Card: ___________________________ Signature: ____________________________

RGV PARTNERSHIP

Verification Form

Please return this completed form by mail, fax or email. If you have any questions about this form or upgrading your membership don't hesitate to contact us at 956-968-3141 or by email at Membership@valleychamber.com.

- ◻ **Platinum Partnership ($10,000)**
- ◻ **Gold Partnership ($5,000)**
- ◻ **Silver Partnership ($2,500)**
- ◻ **Bronze Partnership ($1,000)**
- ◻ **Business Partnership ($500)**
- ◻ **Non-Profit/ Individual ($350)**

Company Name ______________________________

______________________________ ______________________________
Physical Address Billing Address

______________________________ ______________________________
City State Zip City State Zip

____
Phone Fax Website

Representative Information

Primary Contact ☐ Billing Contact ☐	Primary Contact ☐ Billing Contact ☐
Display contact's information on online directory ☐	Display contact's information on online directory ☐
Name ______________	Name ______________
Title ______________	Title ______________
Phone ______________	Phone ______________
Fax ______________	Fax ______________
Email ______________	Email ______________

The following general information will be used to publicly market your membership, through online and print referrals:

Key Words: __________ __________ __________ __________
__________ __________ __________ __________

Description of services (will be shown on online directory):

____

Be our friend on Facebook, look us up today!
http://facebook.com/rgvpartnership

P.O. Box 1499 • 322 South Missouri •Weslaco, TX 78599
956-968-3141 • 956-968-0210 (F) • www.rgvpartnership.com/
Membership@valleychamber.com

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.
DATE SUBMITTED: December 20, 2017
MEETING DATE: January 2, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on advertising in the Texas International Produce Association 2018 Membership Directory in the amount of $800.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: On December 20, 2018, the Bridge Board approved the advertising in the Texas International Produce Association 2018 Membership Directory for $800.

Financial Consideration: $800.

Staff Recommendation: Authorization to advertise in the Texas International Produce Association 2018 Membership Directory. The Pharr International Bridge has been a member of the association since 2012 and has advertised in the membership directory for the past 4 years.

Alternatives:

ROUTING:

Vanessa Guzman	Created/Initiated - 12/20/2017
Luis Bazan	Approved - 12/21/2017
Patricia Rigney	Approved - 12/21/2017
Karla Moya	Approved - 12/26/2017
City Management Office	Final Approval - 12/26/2017

TEXAS EST. 1942 International Produce Association

901 Business Park Drive, Suite 500
Mission, Texas 78572
Phone: (956) 581-8632 ★ Fax: (956) 581-3912
www.texipa.org
Follow us on and

November 6, 2017

To: TIPA Authorized Representative

From: Lilly Garcia

Re: 2018 Membership Directory

Dear TIPA Member,

It is almost time to publish our 2018 membership directory. Enclosed you will find a membership directory update form. Please review the information carefully to ensure it is accurate. If you find any discrepancies or if you see that anything is lacking, please complete the form with the new information.

We kindly ask that you return membership information form no later than **November 30, 2017**. If we do not receive your information by November 30 deadline, we will not be able to include your company's information in the 2018 directory.

Enclosed you will also find a form for purchasing advertising space in the membership directory. This is a great way to highlight your company's information with the rest of the industry. For those interested in continuing with, or purchasing a new advertisement, please complete the advertising form and return no later than **November 30, 2017.**

If you have any questions, please call me at (956) 581-8632.

CITY OF PHARR, INTERNATIONAL BRIDGE

9900 South Cage Blvd., Pharr, TX 78577

PHONE#	-	956-402-4660
FAX#	-	956-781-1473
OFFICIALS	-	Luis Bazan, Industrial Development Manager Fred Brouwen, Director of Operations
PERSONNEL	-	Vanessa Guzman, Administrative Assistant Cleo Salinas, Administrative Assistant
E-MAIL	-	Luis.Bazan@pharr-tx.gov Fred.Brouwen@pharr-tx.gov
WEBSITE	-	www.pharr-tx.gov

The Texas Corridor to International Trade.

TEXAS EST. 1942 International Produce Association

901 Business Park Drive, Suite 500
Mission, Texas 78572
Phone: (956) 581-8632 ★ Fax: (956) 581-3912
www.texipa.org

Membership Directory Information

Please complete the following so that we can list your company correctly in the Membership Directory.

Company: ______________________________

Street Address: ______________________________

Mailing Address: ______________________________

Phone: ______________________________

Fax: ______________________________

Commodities/Service you offer: ______________________________

____

Company Officials ______________________________

(i.e. President, Vice President:) ______________________________

____

____

Personnel: ______________________________

____

____

E-Mail: ______________________________

Website: ______________________________

Branch Offices: ______________________________

____

Other information you would like listed: ______________________________

____

____

Texas International Produce Association EST. 1942

901 Business Park Drive, Suite 500
Mission, Texas 78572
Phone: (956) 581-8632 ★ Fax: (956) 581-3912
www.texipa.org

DON'T MISS THIS MARKETING OPPORTUNITY!

It's almost time to begin publishing the 2018 Texas International Produce Association's Annual Membership Directory. Please reserve your space now! This is one of the best ways to reach Texas International Produce Association growers and shippers. If you are interested, please complete the following section and fax back to me no later than **November 30, 2017.**

Company Name: ____

YES, I would like to advertise in the 2018 Membership Directory

_____ A new camera ready copy will be sent via mail or e-mail to lilly.garcia@texipa.org
*(Deadline to submit ad is **November 30th**)*

_____ Please use the same ad used in the 2017 TIPA Directory (if applicable)

Advertising Options:

_____ $1,000 for color ad printed on fold out tab (only 2 available)

_____ $ 800 for black/white ad printed on fold out tab (only 2 available)

_____ $ 800 for color ad printed on inside cover

_____ $ 800 for color ad printed on back cover

_____ $ 600 for full page color ad (tab page)

_____ $ 500 for full page black/white ad (tab page)

**Full page ad: 8"x5"*

Please note: you must be a member of the Texas International Produce Association to advertise in the membership directory. If you have any questions, please call Hector Garza or Lilly Garcia at 956-581-8632 or fax this form to 956-581-3912.

Thank you for your support!

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: December 26, 2017

MEETING DATE: January 2, 2018

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on approval of Final Reconciliation of Quantities for the South Pharr Elevated Storage Tank Rehabilitation Project (Bid Number 1617-01-528-0031)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Blastco Texas, Inc has completed the South Pharr Elevated Storage Tank Rehabilitation Project. A final walk through was held on December 20, 2017, and improvements were completed in general compliance with plans and specifications.

Financial Consideration: Original Contract: $127,600

Change Order Number 1:	$31,900
Revised Contract:	$159,500
Expenditures to Date:	$103,833

Final Payment & Retainage is in the amount of $55,667.

Staff Recommendation: Staff recommends approval of Final Reconciliation of Quantities for the South Pharr Elevated Storage Tank Rehabilitation Project.

Alternatives: None.

ROUTING:

Maria Rangel	Created/Initiated - 12/26/2017
Omar Anzaldua	Approved - 12/26/2017
Karla Moya	Approved - 12/27/2017

SOUTH PHARR WATER TOWER REHABILITATION
BID NO. 1617-01-528-0031

		ESTIMATED				FINAL		BALANCE	
ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT COST	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
1	CONTRACTOR MOBILIZATION	1.00	LS	$5,500.00	$5,500.00	1.00	$5,500.00	0.00	$0.00
2	COMPLETE REPAIR ITEMS OF WORK AT THE SOUTH PHARR WATER TOWER PER PART 3 OF SECTION 130200 OF THE TECHNICAL SPECIFICATIONS	1.00	LS	$15,500.00	$15,500.00	1.00	$15,500.00	0.00	$0.00
3	REPAIR BY WELDING PITS, HOLES AND PRIOR CORROSION DAMAGE UP TO 6" DIAMETER, PER THE PROJECT SPECIFICATION, AS DIRECTED BY THE ENGINEER	200.00	EA	$100.00	$20,000.00	200.00	$20,000.00	0.00	$0.00
4	PROVIDE AND INSTALL TNEMEC SERIES 215 PIT FILLER PER THE PROJECT SPECIFICATION, AS DIRECTED BY THE ENGINEER	4.00	GAL	$200.00	$800.00	4.00	$800.00	0.00	$0.00
5	OVEROAT EXTERIOR COATING SYSTEM WITH SPECIFIED TNEMEC ACRYLIC/ACRYLIC COATING SYSTEM PER PART 3 OF SECTION 130200 OF THE TECHNICAL SPEIFICATIONS	1.00	LS	$63,800.00	$63,800.00	1.00	$63,800.00	0.00	$0.00
6	DISINFECTION & CLEANUP	1.00	LS	$2,000.00	$2,000.00	1.00	$2,000.00	0.00	$0.00
7	CONTRACTOR DEMOBILIZATION	1.00	LS	$5,000.00	$5,000.00	1.00	$5,000.00	0.00	$0.00
					$0.00		$0.00	0.00	$0.00
ALT 1	INSTALL LOGO ON THE NORTH ELEVATED STORAGE TANK, PER THE PROJECT SPECIFICATION, AS DIRECTED BY THE ENGINEER	1.00	LS	$15,000.00	$15,000.00	1.0000	$15,000.00	0.00	$0.00
ALT 2	ADD OR DEDUCT FROM THE BASE PROPOSAL TO INSTALL ALTERNATE COATING SYSTEM MANUFACTURED BY INDURON OR SHERWIN WILLIAMS, PER SECTION 13 03 00, PARAGRAPH 8, OF THE PROJECT SPECIFICATIONS.	1.00	LS	$0.00	$0.00	1.00	$0.00	0.00	$0.00
CO 1	CHANGE ORDER NUMBER 1	1.00	LS	$31,900.00	$31,900.00	1.00	$31,900.00	0.00	$0.00
	TOTALS				**$159,500.00**		**$159,500.00**		**$0.00**

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON December 20, 2017 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	South Pharr Water Tower Rehabilitation
BID NO.:	1617-01-528-0031
CONTRACT DATE:	June 6, 2017
CONTRACTOR:	Blastco Texas, Inc.
ADDRESS:	6201 Wood Drive, Channelview, TX 77530
PROJECT DESCRIPTION:	Rehabilitation of South Pharr Water Tower and Replacement of Logos on City tanks

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

2. That the sum of $ 0.00 , deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a '·Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Original Contract	$ 127,600.00
Change Orders	$ 31,900.00
Current Contract	$ 159,500.00
Total Earned to Date	$ 159,500.00
Less Previous Payments (-)	$ 103,833.00
Balance with Retainage	$ 55,667.00
Authorized Deductions (-)	$ 0.00
Final Payment	**$ 55,667.00**

6. That the **Final Payment** in the amount of $(55,667.00)
(fifty-five thousand six hundred sixty sever and 00/100)
is due and payable.

Dunham Engineering, Inc.
Engineering Company

Project Engineer's Signature

APPROVED BY:

Blastco Texas
Contractor

Signature

12/20/17
Date

APPROVED BY:

City Engineer

Signature

Date

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.G.
DATE SUBMITTED: December 28, 2017
MEETING DATE: January 2, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

Classification: Public Hearing

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza — Created/Initiated - 12/28/2017

Pharr

AGENDA MEMORANDUM

PHARR PRIDE

BOARD: City Commission

AGENDA ITEM #: 4.H.
DATE SUBMITTED: December 28, 2017
MEETING DATE: January 2, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza Created/Initiated - 12/28/2017

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.H.1.
DATE SUBMITTED: December 27, 2017
MEETING DATE: January 2, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Melden & Hunt Inc., representing Shavi Mahtani, President of Domain Development Corp., is requesting final plat approval of the proposed West Oak Manor Subdivision.The property is legally described as a being a re-subdivision of 31.939 acres out of Lot 87, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.The property is located within the 5400 Block of North Sugar Road.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: Melden & Hunt Inc., representing Shavi Mahtani, President of Domain Development Corp., is requesting final plat approval of the proposed West Oak Manor Subdivision.The property is legally described as a being a re-subdivision of 31.939 acres out of Lot 87, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.The property is located within the 5400 Block of North Sugar Road. SUB# 161230

Financial Consideration: N/A

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

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed West Oak Manor Subdivision.

Alternatives: N/A

ROUTING:

Rita Galvan	Created/Initiated - 12/27/2017
Roland Gomez	Approved - 12/27/2017
Patricia Rigney	Approved - 12/27/2017

MEMORANDUM

DATE: JANUARY 02, 2018

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: DEVELOPMENT SERVICES

SUBJECT: WEST OAK MANOR SUBDIVISION
FILE NO. **SUB#161230**

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Shavi Mahtani, President of Domain Development Corp., is requesting final plat approval of the proposed West Oak Manor Subdivision.

LEGAL DESCRIPTION: The property is legally described as a being a re-subdivision of 31.939 acres out of Lot 87, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 5400 Block of North Sugar Road.

ZONING: The property is currently zoned Single Family Residential District (R-1). The adjacent zones are Mobile Home District (R-MH) to the north, Townhouse Residential District (R-TH) and Agricultural and/or Open Space District (A-O) to the east, Agricultural and/or Open Space District (A-O) to the south and High Density Multi-Family Residential District (R-4) and Agricultural and/or Open Space District (A-O) to the west. The property is designated for multi-family residential and commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Single family residential homes.

VARIANCES: None requested.

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

STREETS, PAVING AND R.O.W.:

1. Concrete islands on entrances to the subdivision not shown in plans. Plans shall be submitted to the affected departments for their approval. (Fire/Public Works/Engineering).
2. Striping for subdivision still pending.

EASEMENTS:

1. In compliance.

SIDEWALK: ADA:

1. 5 ft. ADA sidewalk along Sugar Rd. still pending.

FIRE PROTECTION:

1. See attach comments.

WATER:

1. Valve box collars (30"x30") missing around the subdivision. All water valves need 30"x30" x6" concrete collars.
2. Corner Fire Hydrants on N. Robin Ave. offset shall be 3 ft. from back of curb.
3. Follow City of Pharr construction standards manual.

SEWER:

1. 6'X6' concrete MH collars missing around the subdivision.
2. Lift Station #21 decommission still pending.
3. Tie in at Nolana Avenue and resolve issue with HCID#2 for sewer line in their easement.
4. Follow City of Pharr construction standards manual.

DRAINAGE:

1. Cracks on curb and gutter to be retouched/fixed.
2. Curb and gutter section near the northeast cul-de-sac to be replaced as discussed to avoid ponding.
3. Cracks at storm inlets to be retouched/fixed.
4. Ditch widening shall be inspected in next visit.

OTHER:

1. General housekeeping required.
2. Clan curb and gutter within the subdivision, as well as the one off N. Sugar Rd.
3. Clean out all storm drains. There shall be no sediment build up or debris.
4. Cracks in all inlets must be repaired.
5. Concrete washouts must be cleaned up.
6. Restore damaged silt fence throughout the subdivision.
7. Backfill behind curb and at all inlets locations to be uniform throughout the subdivision.

8. Street lights for subdivision still pending.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed West Oak Manor Subdivision.

Pharr Public Utilities
801 E. SAM HOUSTON
PHARR, TEXAS 78577
PHONE: 956-402-4300
FAX: 956-783-4688

Jose A. Villescas
Public Utilities Director

Pharr All-America City 2006

FINAL INSPECTION

WEST OAK MANOR SUBDIVISION

****

COMMENTS: **Initials:** R.B. **DECEMBER 20, 2017**

☐ **Approve** ☐ **Approved with Conditions** ☒ **Denied**

****

WATER:

- All water valves need 30" x 30" x 6" Concrete collars
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need concrete collars around M/H 6' x 6' x 12"
- Offsite sewer to be resolved with H.C.I.D # 2
- Lift station to be decommissioned
- Need to connect sewer at Nolana location
- 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
Public Works

FINAL INSPECTION COMMENTS

PHARR PUBLIC WORKS • 1015 E. FERGUSON AVE • PHARR, TX 78577 • 956.402.4350

SUBDIVISION: West Oak Manor
N Sugar and Minnesota Rd.

DATE: 12/20/2017

COMMENTS
1. General housekeeping required 2. Clean curb and gutter within the subdivision, as well as the one off N. Sugar Rd. 3. Clean out all storm drains. There shall be no sediment build up or debris. 4. Cracks in all inlets must be repaired 5. Concrete washouts must be cleaned up

Please contact the Public Works Department with any questions on the comments listed above.

Ricardo Pedraza, P.E., Public Works Director

COMMENTS RECEIVED BY (SIGNATURE/PRINT)

DATE

Pharr Fire Department

Pharr Fire – Rescue

118 S Cage Blvd., 3rd Floor
Pharr, Texas 78577
Tel: (956) 402-4400 Fax: (956) 475-3433

PHARR FIRE-RESCUE

Subdivision: West Oak Manor Subdivision Final

Reviewed By: Jacob Salinas Fire Marshal Date: 12/20/17

1. All designed waterlines shall be a minimum of eight (8) inch for residential and (8-12) inch in diameter for commercial and (12) inch of 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 hydrants shall be installed at a maximum of 300 ft. intervals in any mercantile district and every 600 ft. in residential areas and shall be FACTORY YELLOW from the manufacture 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 ft., but in no case shall hose lengths be greater than 400 ft. The distance shall be measured on a roadway surface meeting the fire department access requirements of 503.1 International Fire Code 2012.
4. All premises where building or portions of buildings are located more than 300 ft. 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. Street names shall be provided prior to or during the per-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.
6. 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.
7. $25.00 fee for each Blue Marker to be affixed on payment by city to indicate location of a fire hydrant. FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.
8. Contractor testing waterlines shall dispose highly chlorinated water. (Hazardous Waste)
9. Fire lanes must be painted RED: 15 feet on each side of hydrant (total 30 feet)* with lettering at least 3 inches tall. FIRE LANE – TOW AWAY ZONE.
10. 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 Number 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 2012: Where security gates are installed, with a minimum of 20 ft. (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the fire official.
11. 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 2012: 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 a way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighting at least 75,000 pounds.
12. Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
13. All water valves (hydrant and main) shall be open prior to final inspection.
14. Public utilities personnel must be advised prior to opening and closing existing water valves.
15. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

☒ **Lacking required fire lanes.**

☒ **All of the newly installed fire hydrants found at the Far East side of the subdivision need to be placed at a minimum distance of 3ft behind the street curve. Found at every intersection street corner to N Robin.**

☒ **The newly installed island entrances were not part of the original construction plans that were approved by the City on May 17, 2017.**

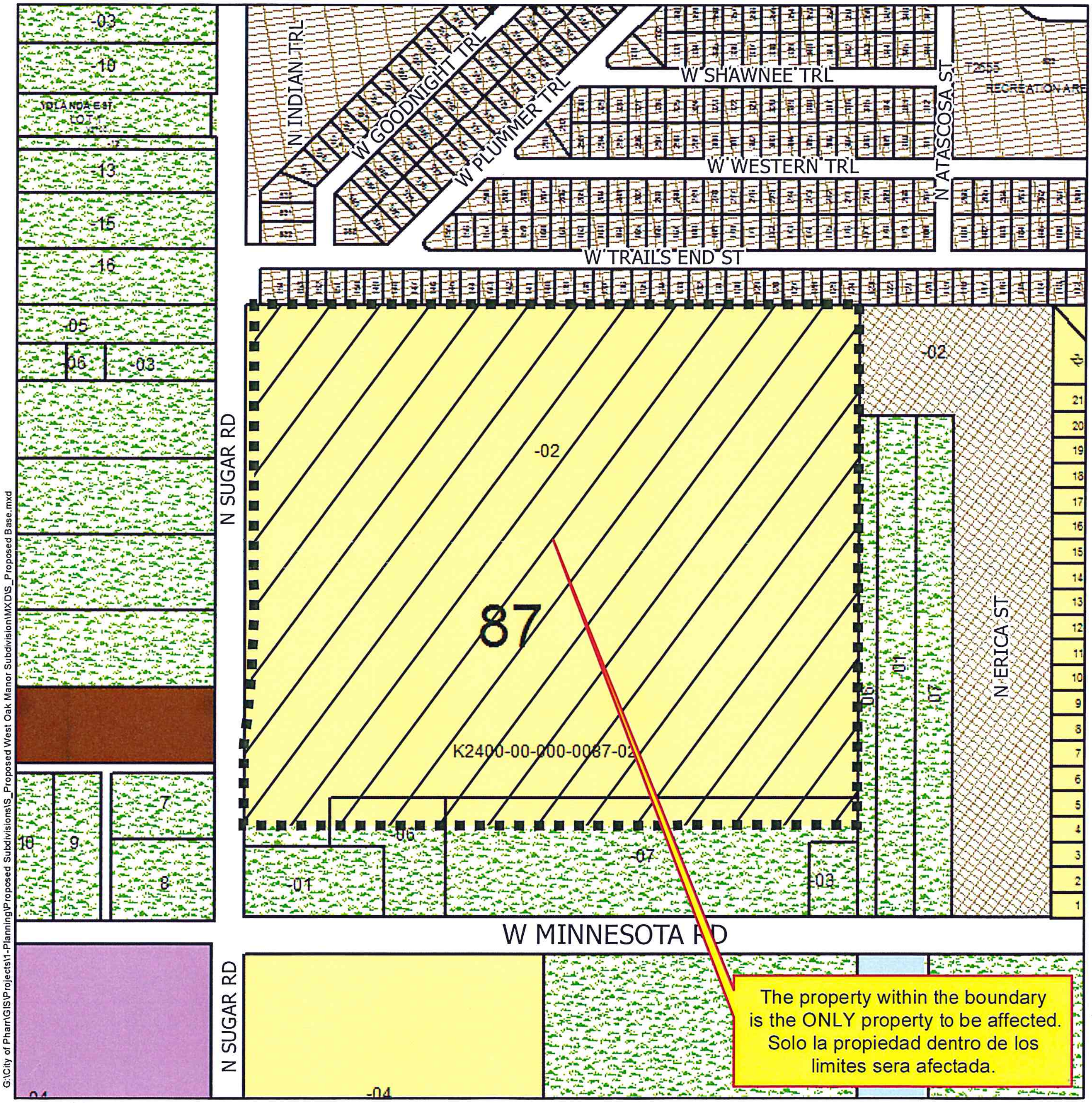
☐

☐

Proposed Subdivision
West Oak Manor Subdivision
Melden & Hunt Inc.

Pharr All-America City 2006

Pharr Engineering



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

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

N W E S

Date: 12/18/2017

Proposed Subdivision
West Oak Manor Subdivision
Melden & Hunt Inc.

Pharr
All-America City
2006

Pharr Engineering

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- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Two Family
- Medium Density Multi-Family
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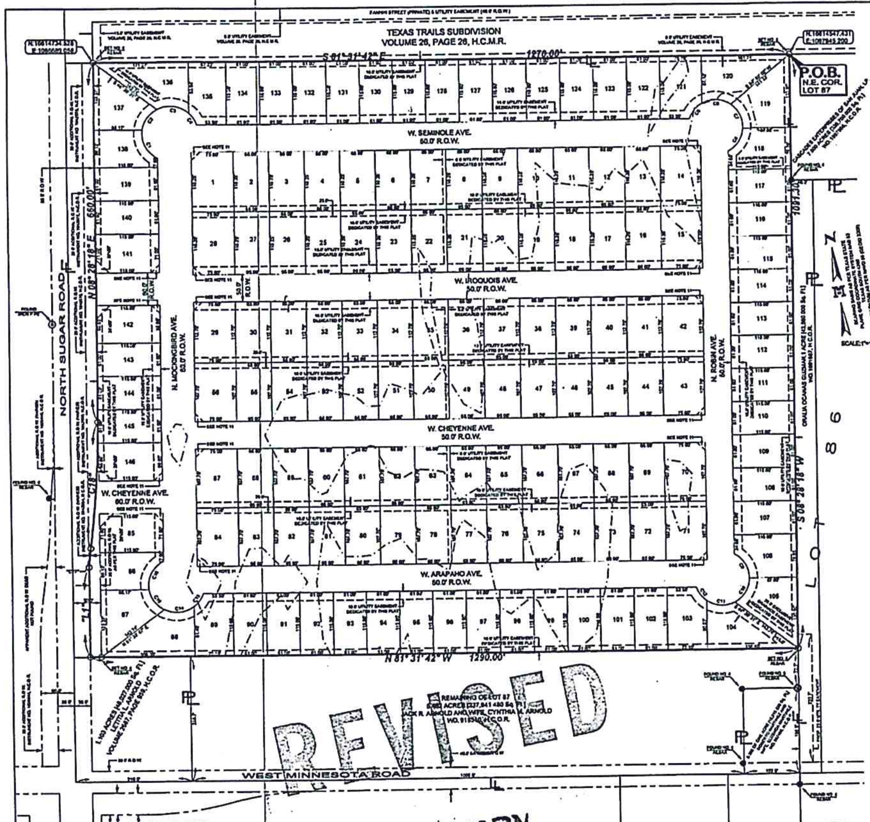
- Valley View ISD
- Planned Unit Development

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 2/24/2017



Lot Area Table		
Lot #	SQ. FT.	Area
1	8268.75	0.190
2	7166.25	0.165
3	7166.25	0.165
4	7166.25	0.165
5	7166.25	0.165
6	7166.25	0.165
7	7166.25	0.165
8	7166.25	0.165
9	7166.25	0.165
10	7166.25	0.165
11	7166.25	0.165
12	7166.25	0.165
13	7166.25	0.165
14	8268.75	0.190
15	8643.75	0.198
16	7491.25	0.172
17	7491.25	0.172
18	7491.25	0.172
19	7491.25	0.172
20	7491.25	0.172
21	7491.25	0.172
22	7491.25	0.172
23	7491.25	0.172
24	7491.25	0.172
25	7491.25	0.172
26	7491.25	0.172
27	7491.25	0.172
28	8643.75	0.198
29	8452.50	0.194
30	7325.50	0.168
31	7325.50	0.168
32	7325.50	0.168
33	7325.50	0.168
34	7325.50	0.168
35	7325.50	0.168
36	7325.50	0.168
37	7325.50	0.168
38	7325.50	0.168
39	7325.50	0.168
40	7325.50	0.168

Lot Area Table		
Lot #	SQ. FT.	Area
41	7325.50	0.168
42	8452.50	0.194
43	8077.50	0.185
44	7000.50	0.161
45	7000.50	0.161
46	7000.50	0.161
47	7000.50	0.161
48	7000.50	0.161
49	7000.50	0.161
50	7000.50	0.161
51	7000.50	0.161
52	7000.50	0.161
53	7000.50	0.161
54	7000.50	0.161
55	7000.50	0.161
56	8077.50	0.185
57	8077.50	0.185
58	7000.50	0.161
59	7000.50	0.161
60	7000.50	0.161
61	7000.50	0.161
62	7000.50	0.161
63	7000.50	0.161
64	7000.50	0.161
65	7000.50	0.161
66	7000.50	0.161
67	7000.50	0.161
68	7000.50	0.161
69	7000.50	0.161
70	8077.50	0.185
71	8077.50	0.185
72	7000.50	0.161
73	7000.50	0.161
74	7000.50	0.161
75	7000.50	0.161
76	7000.50	0.161
77	7000.50	0.161
78	7000.50	0.161
79	7000.50	0.161
80	7000.50	0.161

Lot Area Table		
Lot #	SQ. FT.	Area
81	7000.50	0.161
82	7000.50	0.161
83	7000.50	0.161
84	8077.50	0.185
85	8165.00	0.187
86	6871.63	0.158
87	8550.66	0.196
88	9427.89	0.216
89	7830.37	0.180
90	7015.00	0.161
91	7015.00	0.161
92	7015.00	0.161
93	7015.00	0.161
94	7015.00	0.161
95	7015.00	0.161
96	7015.00	0.161
97	7015.00	0.161
98	7015.00	0.161
99	7015.00	0.161
100	7015.00	0.161
101	7015.00	0.161
102	7015.00	0.161
103	8007.18	0.184
104	9250.88	0.212
105	9176.38	0.211
106	8275.64	0.190
107	7015.00	0.161
108	7015.00	0.161
109	7015.00	0.161
110	7015.00	0.161
111	7015.00	0.161
112	7015.00	0.161
113	7015.00	0.161
114	7015.00	0.161
115	7015.00	0.161
116	7015.00	0.161
117	7015.00	0.161
118	7980.94	0.183
119	9025.38	0.207
120	9283.87	0.213

Lot Area Table		
Lot #	SQ. FT.	Area
121	8420.13	0.193
122	7015.00	0.161
123	7015.00	0.161
124	7015.00	0.161
125	7015.00	0.161
126	7015.00	0.161
127	7015.00	0.161
128	7015.00	0.161
129	7015.00	0.161
130	7015.00	0.161
131	7015.00	0.161
132	7015.00	0.161
133	7015.00	0.161
134	7015.00	0.161
135	7560.26	0.174
136	9697.81	0.223
137	8550.66	0.196
138	6871.63	0.158
139	7015.00	0.161
140	7015.00	0.161
141	8165.00	0.187
142	8009.75	0.184
143	7015.00	0.161
144	7015.00	0.161
145	7015.00	0.161
146	8009.75	0.184

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	62.66'	50.00'	071° 47' 51"	S18° 45' 46"E	58.64'	36.19'
C2	47.44'	50.00'	054° 21' 31"	S44° 18' 56"W	45.68'	25.67'
C3	50.48'	50.00'	058° 18' 25"	N73° 51' 06"W	58.86'	34.50'
C4	25.42'	50.00'	029° 07' 34"	N24° 38' 07"W	25.14'	12.99'
C5	37.16'	50.00'	042° 35' 06"	S48° 18' 30"W	36.31'	19.48'
C6	55.45'	50.00'	063° 32' 28"	N78° 37' 43"W	52.66'	30.97'
C7	51.24'	50.00'	058° 43' 17"	N17° 29' 50"W	49.03'	28.13'
C8	52.17'	50.00'	059° 44' 28"	N41° 44' 03"E	49.80'	28.72'
C9	56.50'	50.00'	063° 35' 51"	N22° 51' 46"W	52.08'	31.00'
C10	54.88'	50.00'	062° 33' 32"	N40° 12' 55"E	51.92'	30.38'
C11	54.24'	50.00'	062° 09' 23"	S77° 25' 37"E	51.62'	30.14'
C12	31.66'	50.00'	036° 16' 36"	S28° 12' 34"E	31.13'	16.38'
C13	29.22'	50.00'	033° 29' 47"	N43° 45' 46"E	28.82'	15.05'
C14	56.87'	50.00'	064° 56' 12"	S87° 01' 11"E	53.88'	31.81'
C15	47.44'	50.00'	054° 21' 31"	S27° 22' 20"E	45.68'	25.67'
C16	62.66'	50.00'	071° 47' 51"	S35° 42' 22"W	58.64'	36.19'

Line Table		
Line #	Direction	Length
"L1"	[illegible]	[illegible]

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
"C17"	35.19'	1,887.42'	001° 04' 06"	N14° 54' 00"E	35.19'	17.60'
"C18"	231.69'	2,103.22'	006° 18' 42"	N12° 26' 56"E	231.57'	115.96'

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

APPROVED THIS THE _____ DAY OF __________, 20___.

DANNY WYLIE CHAIRMAN, PLANNING COMMISSION

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

AMBROSIO HERNANDEZ
MAYOR, CITY OF PHARR

DATE

CITY CLERK

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT # 2 ON THIS THE _____ DAY OF __________ 20 ___.

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

PRESIDENT

ATTEST: __________
SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO:

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

DOMAIN DEVELOPMENT CORP.
SHAVI MAHTANI, PRESIDENT
100 E NOLANA AVE., SUITE #130
MCALLEN, TX 78504

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHAVI MAHTANI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF __________, 20.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

I, THE UNDERSIGNED, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FRED L. KURTH, P.E. # 54151 R.P.L.S. # 4750
DATE SURVEYED: 12/5/2016
DATE PREPARED: 12/7/2016
T.I.D.S. PG'S. 61-64
ENGINEERING JOB No. 16173.00
SURVEY JOB No. 15105.06

2-21-17
DATE

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

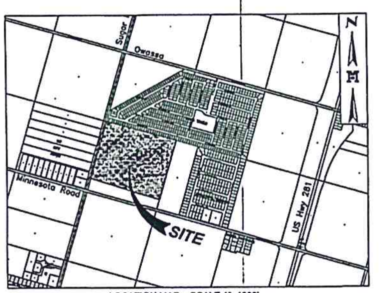
RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

PRELIMINARY

Map of
WEST OAK MANOR
BEING A RESUBDIVISION OF 31.939 ACRES [1,391,252.559 Sq. Ft.]
OUT OF LOT 87, KELLY-PHARR SUBDIVISION
VOLUME 3, PAGES 133-134, H.C.D.R.
CITY OF PHARR, HIDALGO COUNTY, TEXAS

DRAWN BY: K.G. DATE: ____
SURVEYED, CHECKED ____ DATE: ____
FINAL CHECK ____ DATE: ____



LOCATION MAP SCALE:1"=1000'

LEGEND
FOUND No.4 REBAR
FOUND No.5 REBAR
SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
R.O.W. - RIGHT OF WAY
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
N.E. COR. - NORTHEAST CORNER
P.O.B. - POINT OF BEGINNING
Sq. Ft. - SQUARE FEET
W.D. - WARRANTY DEED
LOT LINE
PROPERTY LINE

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

METES AND BOUNDS DESCRIPTION

Being a resubdivision of 31.939 acres [1,391,252.559 Sq. Ft.] situated in the County of Hidalgo, Texas, out of LOT 87, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to the plat thereof recorded in Volume 3, Pages 133-134, Hidalgo County Deed Records, which said 31.939 acres [1,391,252.559 Sq. Ft.] were conveyed to The Allen & Letitia Arnold Family Limited Partnership by virtue of Warranty Deed recorded under Document Number 1178322, Hidalgo County Official Records, said 31.939 acres [1,391,252.559 Sq. Ft.] also being more particularly described as follows:

BEGINNING at a No. 4 rebar set [Northing:16614547.431, Easting:1067945.200], at the Northeast corner of said Lot 87 and for the Northeast corner of this herein described tract;

1. THENCE, S 08° 28' 18" W, along the East line of said Lot 87, at a distance of 231.00 feet pass a No. 4 rebar found for the Northwest corner of a one-acre tract conveyed to Oralia Ocanas Guzman by virtue of Warranty Deed recorded under Document Number 1691687, Hidalgo County Official Records, for a total distance of 1,091.30 feet to a No. 4 rebar set at the Northeast corner of a 5.462-acre tract conveyed to Jack R. Arnold and wife, Cynthia M. Arnold by virtue of Warranty Deed recorded under Document Number 918510, Hidalgo county Official Records, and for the Southeast corner of this tract;
2. THENCE, N 81° 31' 42" W, along the North line of said 5.462-acre tract, at a distance of 1,110.00 feet pass a No. 4 rebar set at the Northeast corner of a 1.103-acre tract conveyed to Letitia L. Arnold by virtue of Warranty Deed recorded in Volume 2687, Page 959, Hidalgo County Official records, and at the Northwest corner of said 5.462-acre tract, continuing a total distance of 1,290.00 feet to a No. 4 rebar set on the East right of way line of North Sugar road, for the Southwest corner of this tract;
3. THENCE, N 08° 28' 18" E, along the East right-of-way line of Sugar Road, a distance of 165.33 feet to a No. 4 rebar set for the point of curvature for a curve to the right;
4. THENCE, in a Northeasterly direction along the East right-of-way line of Sugar Road and said curve to the right with a central angle of 01° 04' 06", a radius of 1,887.42 feet, an arc length of 35.19 feet, a tangent of 17.60 feet, and a chord that bears N 14° 54' 00" E a distance of 35.19 feet to a No. 4 rebar set for the point of tangency of said curve to the right and the point of curvature for a curve to the left;
5. THENCE, in a Northeasterly direction along the East right-of-way line of Sugar Road and said curve to the left with a central angle of 06° 18' 42", a radius of 2,103.22 feet, an arc length of 231.69 feet, a tangent of 115.96 feet, and a chord that bears N 12° 26' 56" E a distance of 231.57 feet to a No. 4 rebar set for the point of tangency of said curve to the left;
6. THENCE, N 08° 28' 18" E, along the East right-of-way line of Sugar Road, a distance of 660.00 feet to a No. 4 rebar set [Northing: 16614734.528, Easting: 1066689.058] for the Northwest corner of this tract;
7. THENCE, S 81° 31' 42" E, along the North line of said Lot 87, a distance of 1,270.00 feet to the POINT OF BEGINNING, and containing 31.939 acres [1,391,252.559 Sq. Ft.], of land, more or less.

NOTES:

1. SETBACK INFORMATION.
   FRONT: 20.0' OR GREATER FOR EASEMENT
   SIDE: 5.0' OR GREATER FOR EASEMENT
   CORNER: 10.0' OR GREATER FOR EASEMENT
   REAR: 15.0' OR GREATER FOR EASEMENT
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS IS: 18" ABOVE TOP OF CURVE MEASURED AT FRONT CENTER OF LOT.
3. THIS SUBDIVISION IS IN ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH ACREAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD INSURANCE RATE MAP COMM. PANEL NO. 480334-0425 C, MAP REVISED: NOVEMBER 16, 1982.
4. BENCH-MARK: CITY OF PHARR BM#64 ALUMINUM DISK LOCATED ON THE SOUTH SIDE OF W. OWASSA ROAD APPROXIMATELY 1,440.00 FEET WEST OF SUGAR ROAD. ACTUAL N: 16616255.741 E: 1065394.263 ELEV: 105.94 (GEO ID) 1999. AS PER THE CITY OF PHARR.
5. REQUIRED DENTENTION FOR STORM SEWER RUNOFF PER THE APPROVED DRAINAGE REPORT SHALL BE 213,755 CUBIC FEET. DETENTION WILL BE PROVIDED WITHIN THE WIDENING OF A CITY OF PHARR DRAINAGE DITCH AS APPROVED BY THE CITY OF PHARR.
6. A 5.0-FOOT SIDEWALK TO BE INSTALLED ON BOTH SIDES OF ALL STREETS INSIDE THE SUBDIVISION AND A 5.0-FOOT SIDEWALK TO BE INSTALLED ALONG SUGAR ROAD. ALL ADA RAMPS TO BE BUILD AT THE TIME OF SUBDIVISION CONSTRUCTION. ADA RAMPS MUST BE CONSTRUCTED AT EVERY CORNER OF STREETS.
7. NO BUILDINGS ALLOWED OVER ANY EASEMENT.
8. LOTS 85-87 AND 137-146 SHALL NOT HAVE CURB CUT ACCESS, OR LOT FRONTAGE ALONG SUGAR ROAD.
9. ALL LOTS WILL HAVE A NO. 4 REBAR SET ON THE EACH CORNER WITH A PLASTIC CAP STAMPED MELDEN & HUNT, INC.
10. INTERIOR STREET CORNERS SHOULD HAVE A 15.0x15.0-FOOT CORNER CLIP EASEMENT AND A 25.0x25.0-FOOT CORNER AT SUBDIVISION ENTRANCE.
11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
12. OWNER'S TO MAINTAIN R.O.W./FRONTAGE AND PERIMETER OF SUBDIVISION.
13. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
14. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.

COUNTY COURT
COUNTY OF HIDALGO TEXAS

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

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

BY: __________ DEPUTY

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED: December 19, 2017
MEETING DATE: January 2, 2018

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution adopting a new city seal.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: A new City Seal is being proposed in order to phase out the 1909 Seal.

Financial Consideration: N/A

Staff Recommendation: Staff recommend approval

Alternatives:

ROUTING:

Imelda Barrera	Created/Initiated - 12/19/2017
City Management Office	Final Approval - 12/28/2017

RESOLUTION No. __________

RESOLUTION BY THE CITY OF PHARR BOARD OF COMMISSIONERS ADOPTING A NEW CITY SEAL

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

WHEREAS, the City Commission of the City of Pharr, Texas (the "City") has determined to adopt a new seal for the City, now, therefore,

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

SECTION 1. The City Commission hereby adopts the seal set forth on Exhibit A (the "New City Seal") as the seal of the City. The new City Seal may be impressed or stamped on any document requiring or permitting the seal of the City to be affixed thereto.

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Commission.

SECTION 3. 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 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. 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 Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6. 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 7. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 2ND DAY OF JANUARY, 2018, A.D.

CITY OF PHARR, TEXAS

____

Ambrosio “Amos” Hernandez, Mayor

ATTEST:
HILDA PEDRAZA,
CITY CLERK

BY: ___________________________

CITY OF PHARR

EST. 1909

PRIDE • PROGRESS • COMMUNITY • LEARNING

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.
DATE SUBMITTED: December 27, 2017
MEETING DATE: January 2, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; establishing fair market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: Staff is requesting permission to acquire property for public use. (Left turn lanes for West and East Las Milpas Rd and S Cage Blvd.)

Financial Consideration: N/A

Staff Recommendation: Development Services recommends approval of the Resolution to request permission to acquire property for public use. (Left turn lanes for West and East Las Milpas Rd and S Cage Blvd.)

Alternatives: N/A

ROUTING:

Rita Galvan	Created/Initiated - 12/27/2017
Roland Gomez	Approved - 12/27/2017
Patricia Rigney	New -
City Management Office	

RESOLUTION NO. R-2018-__________

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

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

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

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

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

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

Parcel 1: **A tract of land containing 0.099 of an acre of land (4,306 Square Feet) out of the south 200.00 feet of Lot 8, Las Milpas Subdivision, Pharr, Hidalgo County, Texas**

Parcel 2: **A tract of land containing 0.009 of an acre of land (400 Square Feet) out of Lot 5, Beto’s Acres Subdivision, Pharr, Hidalgo County, Texas**

Parcel 3: **A tract of land containing 0.009 of an acre of land (400 Square Feet) out of Lot 4, Beto's Acres Subdivision, Pharr, Hidalgo County, Texas**

Parcel 4: **A tract of land containing 0.009 of an acre of land (400 Square Feet) out of Lot 3, Beto's Acres Subdivision, Pharr, Hidalgo County, Texas**

Parcel 5: **A tract of land containing 0.009 of an acre of land (400 Square Feet) out of Lot 2, Beto's Acres Subdivision, Pharr, Hidalgo County, Texas**

Parcel 6: **A tract of land containing 0.009 of an acre of land (400 Square Feet) out of Lot 1, Beto's Acres Subdivision, Pharr, Hidalgo County, Texas**

Parcel 7: **A tract of land containing 0.05 of an acre of land (2,028.4 Square Feet) out of a 1.00 acre tract of land out of Lot 348, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas**

Parcel 8: **A tract of land containing 0.08 of an acre of land (3,350 Square Feet) out of a 2.58 acre tract out of the South 330.0 feet of the West 660.0 feet of Lot 340, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas**

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

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

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

SECTION 5: That should the City of Pharr, Texas and the owner(s) of the property herein described and determined to be acquired are unable to agree upon the value of the land, or should negotiations become futile, that the City Attorney hereby be authorized to initiate condemnation proceedings on behalf of the City of

Pharr, Texas and do all legal things necessary, in accordance with state law, to acquire the property.

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

PASSED AND ADOPTED this the _______ day of _____________, 20________.

CITY OF PHARR

____
AMBROSIO HERNANDEZ, MAYOR

ATTEST

____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: December 20, 2017

MEETING DATE: January 2, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on World City 2017 Pharr Trade Numbers Book.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On December 20, 2017, the Bridge Board approved the purchase of the issue of the World City Pharr Trade Numbers Book for 2017.

Financial Consideration: $35,000.

Staff Recommendation: Authorization for the World City Pharr Trade Numbers Book for 2017. The Pharr International Bridge has had the Trade Number Book made in 2013 and in 2016, and would like to continue the study of the Bridge. This advertising book supports the Pharr Bridge during Conferences and Trade Shows to attract more customers and to open new accounts.

Alternatives:

ROUTING:

Vanessa Guzman	Created/Initiated - 12/20/2017
Luis Bazan	Approved - 12/21/2017
Patricia Rigney	Approved - 12/21/2017
Karla Moya	Approved - 12/26/2017
City Management Office	Final Approval - 12/26/2017

WORLDCITY

Dec. 5, 2017

Ms. Vanessa Guzman
Marketing, Pharr International Bridge
9900 S. Cage Blvd.
Pharr, Texas 78577

Vanessa,

WorldCity is excited about the possibility of producing Pharr TradeNumbers again next year, in both English and Spanish. Relying on the same format as the 2016 version, the publication would once again have individual pages for:

- the top 15 exports from Pharr,
- the top 15 imports into Pharr,
- the top 10 countries with which Pharr trades.

We would also include the other regular features:

- the overview story,
- the president's note,
- the page with the top 50 exports
- the page showing Pharr's exports in relation to the other "ports" in your Customs district,
- the page with the top 50 imports,
- the page showing Pharr's imports in relation to the other "ports" in your Customs district,
- the world trade map and accompanying chart,
- the U.S. trade map and accompanying chart.

All of this would be in English and Spanish, as with the previous version.

Pharr would, of course, have its logo on both front covers, and a full-page ad on both Inside Front Covers. We would also provide you with up to 2,500 copies.

For the 2018 publication, we could charge the same price as in we did with the previous version, $35,000. When Luis Bazan and I spoke, we came up with a plan to save the city money as part of a multi-year "intention," meaning no formal commitment required. In 2019, with 2018 data, we could reduce that to $33,000. After two successive years, in 2020, we could deduce it further, to $30,000.

Let me know if you have any questions.

Ken Roberts
President
kroberts@worldcityweb.com

Sponsorship Contract

WORLDCITY

1200 Anastasia Ave., Suite 200 Coral Gables, FL 33134
Ph: 305-441-2244 / Fax: 305-441-9888

Date
12/5/2017

City of Pharr
Mr. Luis Bazan
118 S. Cage Blvd.
Pharr, Texas 78577

Publication	Description	Total Contract
Pharr TradeNumbers Sponsor	Logo on Front Covers, Full-page, full-color ads on Inside Front Covers, up to 2,500 copies. English and Spanish. If printed in successive years, the second year rate is $33,000; the third year rate would be $30,000.	35,000.00

This is an estimate, good for 10 business days.The rate, once signed, is guaranteed for the life of the contract.Sponsor agrees to pay the total upon commitment, once invoiced. Advertiser agrees to pay all invoices upon proof of publication. All payments in U.S. dollars. All requests for adjustments must occur within seven days of publishing and will not exceed the cost of the commitment. Sponsors and advertisers agree to hold harmless WorldCity Inc., for any claims made against the publisher as a result of advertisements placed by the advertiser. Publisher at his sole discretion reserves the right to reject any advertising not deemed to be in keeping with WorldCity's mission.

Total Estimate	$35,000.00
Terms	Net 15

Signature ______________________

For WorldCity ______________________

Title ______________________

Title President

Date ______________________

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: December 28, 2017

MEETING DATE: January 2, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Presentation by Parks and Recreation Department on Pharr-After School Activity Programs (Pharr- ASAP)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr Parks and Recreation Department sees a need and an opportunity to promote and enrich the children of Pharr by providing a host of robust after school programs.
The Pharr - ASAP will provide a choice between free play, organized games or structured activities. Pharr -ASAP will also provide a robust extra enrichment classes to help students with their homework, tutoring and computer skills.
Staff will present and outline a program for the City Commission.

Financial Consideration: A budget amendment of approximately $100,000 will eventually be needed to start off the programs.

Staff Recommendation: Staff recommends approval and implementation of such programs

Alternatives:

ROUTING:

Edward Wylie	Created/Initiated - 12/28/2017
City Management Office	Final Approval - 12/28/2017

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: December 27, 2017

MEETING DATE: January 2, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Purchase and Sales Agreement for 100 Block of West Ferguson Ave.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr has been in negotiations with Lone Star National Bank to retrofit the existing bank at 100 W. Ferguson Ave. into a Regional Communications Center. City Management has come to a vial conclusion to purchase and remodel the existing bank at a very economical end-user price.

Financial Consideration: Total cost will be $3,210,558.00

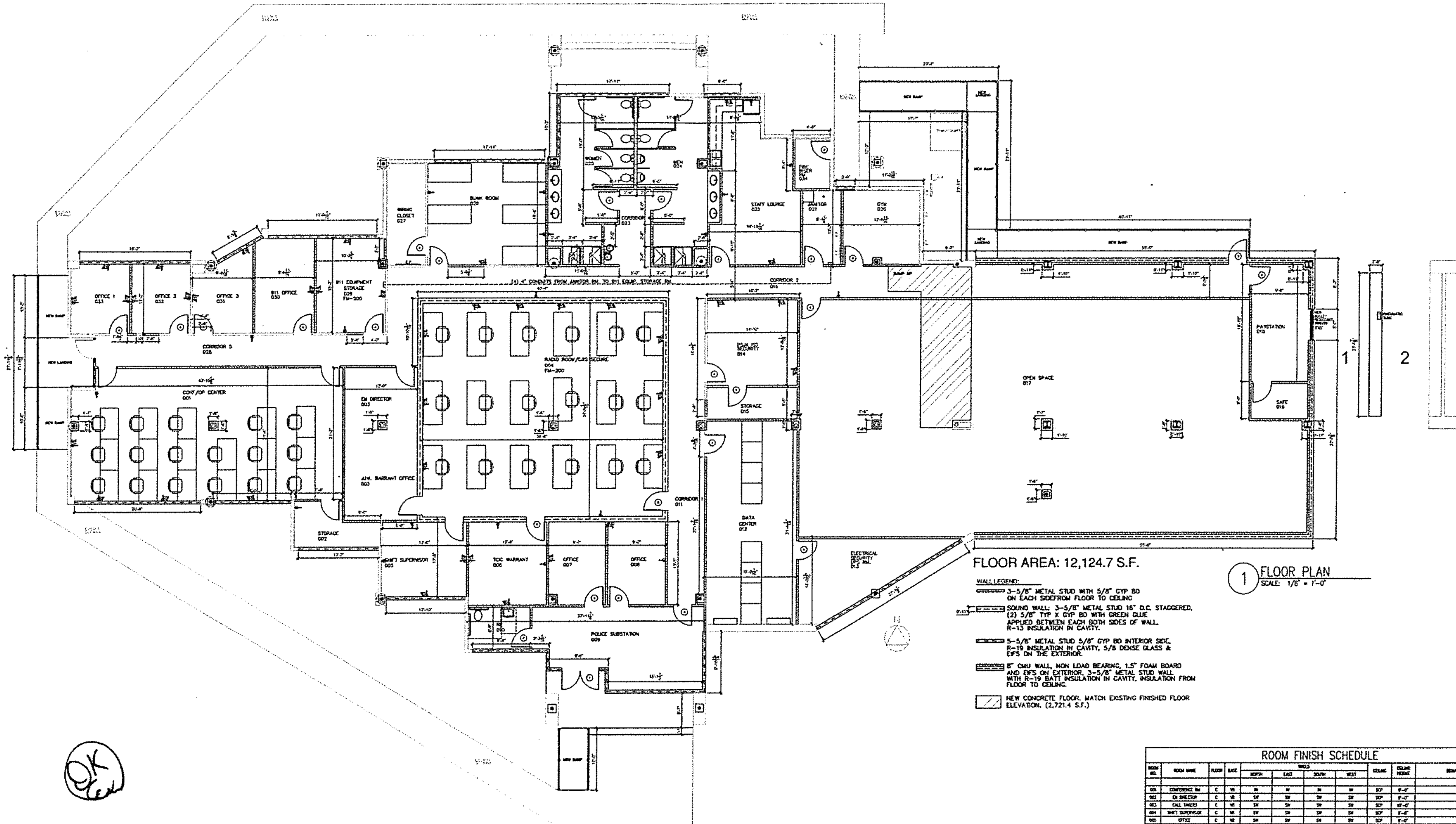
$2,100,000.00 for the land and building
$1,110,558.00 for the renovations ($91.59/sq. ft.)

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Edward Wylie	Created/Initiated - 12/27/2017
Patricia Rigney	Approved - 12/27/2017
Karla Moya	Approved - 12/27/2017
City Management Office	Final Approval - 12/28/2017

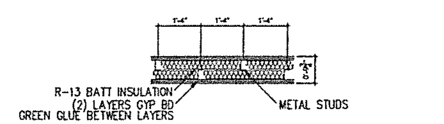


FLOOR AREA: 12,124.7 S.F.

WALL LEGEND:

- 3-5/8" METAL STUD WITH 5/8" GYP BD ON EACH SIDEFROM FLOOR TO CEILING
- SOUND WALL: 3-5/8" METAL STUD 16" O.C. STAGGERED, (2) 5/8" TYP X GYP BD WITH GREEN GLUE APPLIED BETWEEN EACH BOTH SIDES OF WALL. R-13 INSULATION IN CAVITY.
- 3-5/8" METAL STUD 5/8" GYP BD INTERIOR SIDE, R-19 INSULATION IN CAVITY, 5/8 DENSE GLASS & EIFS ON THE EXTERIOR.
- 8" CMU WALL, NON LOAD BEARING, 1.5" FOAM BOARD AND EIFS ON EXTERIOR, 3-5/8" METAL STUD WALL WITH R-19 BATT INSULATION IN CAVITY, INSULATION FROM FLOOR TO CEILING.
- NEW CONCRETE FLOOR, MATCH EXISTING FINISHED FLOOR ELEVATION. (2,721.4 S.F.)

1 FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 SOUND WALL DETAIL
SCALE: 1/2" = 1'-0"

ROOM FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR	BASE	WALLS NORTH	WALLS EAST	WALLS SOUTH	WALLS WEST	CEILING	CEILING HEIGHT	REMARKS
001	CONFERENCE RM	C	VB	PT	PT	PT	PT	SCP	9'-0"	
002	EM DIRECTOR	C	VB	SW	SW	SW	SW	SCP	9'-0"	
003	CALL TAKERS	C	VB	SW	SW	SW	SW	SCP	10'-0"	
004	SHIFT SUPERVISOR	C	VB	SW	SW	SW	SW	SCP	9'-0"	
005	OFFICE	C	VB	SW	SW	SW	SW	SCP	9'-0"	
006	RADIO ROOM/EJS SECURE	C	VB	SW	SW	SW	SW	SCP	10'-0"	
007	TOC WARRANT	C	VB	SW	SW	SW	SW	SCP	9'-0"	
008	OFFICE	C	VB	SW	SW	SW	SW	SCP	9'-0"	
009	OFFICE	C	VB	SW	SW	SW	SW	SCP	9'-0"	
010	POLICE SUBSTATION	C	VB	SW	SW	SW	SW	SCP	9'-0"	
011	CORRIDOR 1	TILE	TILE	SW	SW	SW	SW	SCP	10'-0"	
012	DATA CENTER	C	VB	SW	SW	SW	SW	SCP	9'-0"	
013	SECURITY, ELEC, UPS RM	C	VB	SW	SW	SW	SW	SCP	9'-0"	
014	PSJA ED SECURITY	C	VB	SW	SW	SW	SW	SCP	9'-0"	
015	STORAGE	C	VB	SW	SW	SW	SW	SCP	9'-0"	
016	EMERGENCY OPS CENTER	C	VB	SW	SW	SW	SW	SCP	9'-0"	
017	MEETING AREA	C	VB	SW	SW	SW	SW	SCP	9'-0"	
018	NETWORK OPS CYBER CEN	C	VB	SW	SW	SW	SW	SCP	9'-0"	
019	NOC ADMIN	C	VB	SW	SW	SW	SW	SCP	9'-0"	
020	CORRIDOR 2	TILE	TILE	SW	SW	SW	SW	SCP	10'-0"	
021	STORAGE	C	VB	SW	SW	SW	SW	SCP	9'-0"	
022	CORRIDOR 3	TILE	TILE	SW	SW	SW	SW	SCP	10'-0"	
023	WT/FIRE/ED SERVICES	C	VB	SW	SW	SW	SW	SCP	9'-0"	
024	TRAINING RM	C	VB	SW	SW	SW	SW	SCP	9'-0"	
025	PHYSTATION	C	VB	SW	SW	SW	SW	SCP	9'-0"	
026	SAFE RM	C	VB	SW	SW	SW	SW	SCP	9'-0"	
027	GYM	C	VB	SW	SW	SW	SW	SCP	9'-0"	
028	STAFF LOUNGE	TILE	TILE	SW	SW	SW	SW	SCP	9'-0"	
029	JANITOR	TILE	TILE	TILE/SW	TILE/SW	TILE/SW	TILE/SW	SCP	9'-0"	48" WAINSCOTING
030	CORRIDOR 4	TILE	TILE	SW	SW	SW	SW	SCP	10'-0"	
031	MEN	TILE	TILE	TILE/SW	TILE/SW	TILE/SW	TILE/SW	SCP	9'-0"	48" WAINSCOTING
032	WOMEN	TILE	TILE	TILE/SW	TILE/SW	TILE/SW	TILE/SW	SCP	9'-0"	48" WAINSCOTING
033	BUNK RM	TILE	TILE	SW	SW	SW	SW	SCP	9'-0"	
034	WIRING CLOSET	CONC.	VB	SW	SW	SW	SW	SCP	9'-0"	
035	911 EQUIPMENT STORAGE	TILE	TILE	SW	SW	SW	SW	SCP	9'-0"	
036	911 OFFICE	C	VB	SW	SW	SW	SW	SCP	9'-0"	
037	OFFICE	C	VB	SW	SW	SW	SW	SCP	9'-0"	
038	OFFICE	C	VB	SW	SW	SW	SW	SCP	9'-0"	
039	CORRIDOR 5	TILE	TILE	SW	SW	SW	SW	SCP	10'-0"	
040	FIRE RISER RM	CONC.	VB	SW	SW	SW	SW	SCP	9'-0"	

ROOM FINISH KEYS

PT = PAINT	EPT = EPOXY PAINT	SW = SHERWIN WILLIAMS PAINT	C = CARPET	VCT = VINYL COMPOSITION TILE	V.C. = VINYL COVE
VB = VINYL WALL BASE		SCP = SUSPENDED CEILING PANEL 2x4	WP = WALL PAPER	TILE = CERAMIC TILE	

REVISED FOR PRICING: 12-19-17

CANTU CONSTRUCTION COMPANY
P.O. Box 2673
5221 N. McColl Rd.
McAllen, Texas 78504
Office: (956) 631-1273
Fax: (956) 631-7865

REVISIONS | BY

TITLE: PROPOSED FLOOR PLAN

PROJECT: CITY OF PHARR EMERGENCY CENTER
PHARR, TX

DRAWN BY: JULIO
CHECKED BY:
DATE: 12-19-17
REVISED DATE:
SCALE: AS NOTED
DWG. NO.: 17-045

Exhibit "B"

December 26, 2017

City of Pharr
Pharr, Texas

Re: City of Pharr Emergency Center, Pharr Texas

Specifications for site work, remodel and new building to include:

1. Architectural plans
2. Site work includes demolition of concrete and asphalt, caliche subgrade and asphalt parking; ; remove and haul-off existing dirt and place and compact building pad with select fill.
3. Termite treatment for proposed slab.
4. Concrete building slab and drive through slab to be 3000 psi with steel reinforcement and saw cuts to reduce shrinkage cracks as specified per plans.
5. Demolition and haul off of ceiling, concrete walls, brick columns, cabinets, interior walls and carpet
6. 8 'Chain link fence with electric gate operators, block columns.
7. Structural steel reinforcement to existing structure
8. Exterior walls to be 8" structural block with steel reinforcement within the block in new construction
9. Interior walls to be 3-5/8" (25ga) metal stud interior partitions. Ceiling heights as noted on ceiling plan.
10. Sheetrock to be 5/8" fire code sheetrock throughout.
11. Insulation is to be R-11 for interior and perimeter walls.
12. Ceiling insulation is R-19 at suspended ceiling tile areas.
13. Ceilings to be 2' x 4' white grid system ceiling tile, restroom ceilings with R-19 insulation.
14. Thermoplastic Polyolefin (TPO) at roof over 3" ISO board insulation with metal cap, scuppers, and cast iron drain outlets.
15. Exterior finish, where indicated, is Synergy synthetic stucco system or approved equal and is to be applied directly on the block or exterior sheathing; stucco columns at fence and fine finish.
16. Paint wall finishes include taped, floated, textured with orange peel, and painted with Sherwin Williams eggshell paint or approved equal in one color. No accent walls are included.

Continued

17. 1 bullet resistant window (5' x 3'), Interior doors to be 8 ft. high, solid core laminate doors, hollow metal frames with door accessories, and cylindrical lever locksets.
18. 47 Ton HVAC system to meet all state and local codes and requirements, including new ducts and units, demo of existing system included.
19. LED 2' x 4' throughout, recessed downlights at porch, drive through and restrooms, water tight recessed cans for showers, wall packs on exterior walls, telephone, TV, and cable conduits; 4-4" conduit from janitor room to 911 room, power for gates; new cabling throughout the building; stub-outs for fire alarms; and prep for building signs.
20. Fire sprinkler system with 4" FDC underground fire line; FM 200 sealing at Data center room (012), Radio room (004) and 911 equipment storage room (035).
21. Plumbing fixtures with allowance; ADA compliant at public restrooms; including police station restroom.
22. Ceramic tile flooring
23. Porcelain flooring with allowance throughout the building.
24. Ceramic tile wall 48" high wainscot with allowance at the restrooms and up to 8' at showers.
25. Hardware with allowance to include restroom accessories which consist of paper towel dispensers, toilet paper dispensers, soap dispensers, and toilet partitions.
26. Granite counters in restrooms with allowance.
27. Landscape with an allowance.
28. Workmen's compensation and general liability insurance.
29. All permits, inspections, and temporary utilities.
30. Construction dumpster, clean up on a timely manner, and final clean up.
31. By owner:
    - Engineering, Furniture, Signs and Equipment

Continued

City of Pharr Emergency Center
Pharr, TX
Page 3

Allowances:

1. Ceramic tile walls (material) .... $ 3.00 sq.ft.
2. Ceramic tile floor (material) ....$ 1.50 sq.ft.
3. Granite counter (installed) ....$ 35.00 sq.ft.
4. Hardware (installed) ....$ 7,056.00
5. Plumbing Fixtures ....$ 7,690.00
6. Landscaping..$ 25,000.00

*Total Cost of the Building Construction and Remodel **$ 1,110,558.00**

* Price does not include signage, points, or interim interest. Signed change orders are required for items not shown on the plans and proposal. Changes need to be provided in writing to the job superintendent and the project manager. Client will take possession of the new office/building upon completion of clients punch list, and finalizing of the closing statement. During this time insurance coverage must be provided for the building and its contents. Roof penetrations must be coordinated thru Cantu Construction personnel for adequate roof sealing procedures. I understand the proposal and floor plans and there is no verbal agreement of any kind.

City of Pharr

Alonzo Cantu - President
Cantu Construction & Development Inc.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: December 26, 2017
MEETING DATE: January 2, 2018

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, authorizing the City of Pharr to enter into Memorandum of Agreement with the Texas A&M Forest Service, a member of the Texas A&M University System and an agency of the State of Texas to participate as a member of the Regional Incident Management Team.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Memorandum of Agreement to allow Leonardo L. Perez to participate in State of Texas Regional Incident Management Team for response to major emergencies like hurricanes or major disasters to help coordinate and mitigate resources. This MOA will allow the City of Pharr to recoup any expenses that they may incur for allowing participant to respond.

Financial Consideration: This MOA allows for the City to recoup all reimbursement for all hours worked at the disaster that the participant is asked to respond to include any hours above his salary.

Staff Recommendation: Since this MOA allows for reimbursement of expenses for participant, staff recommends approval.

Alternatives:

ROUTING:

Leonardo Perez	Created/Initiated - 12/26/2017
Leonardo Perez	Approved - 12/27/2017
Patricia Rigney	Approved - 12/27/2017
Karla Moya	Approved - 12/28/2017
City Management Office	Final Approval - 12/28/2017

Memorandum of Agreement

Between

The Texas A&M Forest Service

And

Regional Incident Management Team Member

And

The Participating Employer

This Memorandum of Agreement (MOA) is entered into this 4th day of December, 2017 by and between the Texas A&M Forest Service (TFS), a member of The Texas A&M University System and an agency of the State of Texas and Regional Incident Management Team (RIMT) Member Leonardo L. Perez (Member) and the Participating Employer Pharr Fire Department (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOA apply to RIMT activities performed at the request of the State of Texas. The scope of this MOA also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This MOA shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing Members to deploy to a designated incident or event site. Upon acceptance of a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.

B. Alert: The process of informing Members that an event has occurred and that a Member may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of demobilizing Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted as an RIMT Member, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Single Resource: An individual who has been formally accepted as an RIMT Member, meeting all requirements for skills and knowledge, in good standing with regard to compliance with necessary training and fitness who is not sponsored by an employer and enters into an MOA with TFS.

G. Participating Employer: The Member's employer who, by execution of this MOA, has provided official support of the Member's involvement in the RIMT Program.

H. State: For the purpose of this MOA, the State of Texas through the Texas Division of Emergency Management (TDEM).

I. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

J. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

K. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a Participating Employer or Member in order to develop and maintain the incident management capabilities of the Member and/or the RIMT.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize Members according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the RIMT Program and this MOA.

3. Provide training to Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Provide coordination between the State, other relevant governmental and private entities, Participating Employer and Member.

5. Maintain a primary contact list for all Members.

6. Maintain personnel files on all Members for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Participating Employer shall:

1. Maintain a roster of all its personnel participating in the RIMT Program.

2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.

3. Provide administrative support to its personnel participating in the RIMT Program, i.e. "time off" when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the Member. Salaries cannot be reimbursed for training.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. If the Member is a Single Resource, the Member must submit to background checks consistent with Texas A&M System regulations. Individuals who refuse to submit to backgrounds check will be denied participation in the RIMT program. A Single Resource Member must report to TFS, within twenty-four (24) hours or at the earliest possible opportunity thereafter, any criminal arrests, criminal charges or criminal convictions, excluding misdemeanor traffic offenses punishable only by fine.

4. Maintain support of Participating Employer for participation in RIMT activities.

5. Keep Participating Employer advised of RIMT activities that may require time off from work.

6. Advise TFS RIMT point of contact of any change in notification process, i.e. address or phone number changes.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arrive within 2 hours from time of acceptance of mobilization request to the designated POA.

8. Be prepared to operate in the disaster environment.

9. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning on RIMT is prudent, TFS shall request the activation of an RIMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to Members according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify Members of activation of an RIMT.

2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.

3. When an RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.

2. Tactical deployment of an RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident in conjunction with a TFS representative.

3. TFS may remove a Member from the RIMT deployment at any time with or without cause.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the Member. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member will have successfully completed the AHIMT Course O-305 and be issued a position task book for the RIMT position toward which they are working to complete.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Participating Employer

1. TFS will reimburse Participating Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Section VIII, C). TFS will reimburse all amounts necessary to fund allowable payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Participating Employer for the cost of backfilling while a Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.

3. TFS will reimburse Participating Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Participating Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply based on the demobilization order for that deployment.

4. TFS will reimburse Participating Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

5. TFS will reimburse Participating Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

6. Participating Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of Member as an Single Resource

1. TFS will pay a Single Resource Member for all wages specified in the RIMT Standard Pay Policy (Section VIII, C).

2. TFS will reimburse a Single Resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

3. TFS will reimburse a Single Resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.

4. Single Resource Member must submit to TFS all reimbursement requests within 30 days of de-activation or completion of TFS/State sponsored training event.

C. **Standard Pay Policy:** This section delineates the policy for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a Member.

1. Pay Rate

A. TFS will reimburse Participating Employer for the participation of each Member who is employed by them at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Participating Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Employer payroll printout submitted to TFS.

B. Participating Employer will be reimbursed for hours worked on the deployment by Member, including travel and mobilization time, and will be reimbursed for overtime on the deployment which is calculated per their policies (i.e. either time worked over 8-hours per day or over 40-hours per week). Hours spent not working during the deployment will not be reimbursable (i.e. time sleeping). Mandatory days off are defined and reimbursable to the extent allowed by the latest version of the Interagency Incident Business Management Handbook. The handbook can be found at this link: http://www.nwcg.gov/sites/default/files/products/pms902.pdf

C. As a Single Resource, Members will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment B). The Single Resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

2. **Work Periods:** Work periods shall be determined by the incident commander.

A. Every day may be considered a workday during the Activation until the Activation is over, and the RIMT returns to its original POA. Therefore, Saturday, Sunday, holidays and other scheduled days off may also be considered workdays during the timeframe of activation, if the Member is assigned a work period by the incident commander.

3. **Ordered Standby**

A. Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

D. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment C).

2. TFS will process payment to Participating Employer or Single resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.

3. Neither Member nor Participating Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOA.

4. All financial commitments herein are made subject to availability of funds from the State.

E. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Participating Employer for proper processing of Workers Compensation claim. Participating Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

F. Liability

1. It is mutually agreed that TFS, Participating Employer and Member shall each be responsible for their own losses arising out of the performance of this MOA.

G. Employment Status

1. The Member shall remain an employee of Participating Employer and not of TFS at all times. Single Resource is an independent contractor, and not an employee of TFS.

2. TFS has no obligation to make any payments to or on behalf of the Member except as expressly stated in this MOA. Member will not participate in any benefits which TFS offers to its employees.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

A. This MOA may be modified or amended only by the written agreement of all parties.

B. Any party, upon 30 day written notice, may terminate this MOA.

C. This MOA is governed by the laws of the State of Texas. Venue for any suits related to this MOA shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS
Chelsea Brewster
AHIMT Business Coordinator
200 Technology Way, Suite 1162
College Station, TX 77845
Tel#: 979-458-7350
e-mail: cbrewster@tfs.tamu.edu

Participating Employer
Pharr Fire Department
Juan Guerra / City Manager
118 S. Cage
Pharr , Texas 78577
956-402-4400
juan.guerra@pharr-tx.gov

Member
Leonardo L. Perez
1695 Old Creek Court
Brownsville, Texas 78521
956-542-0288, 956-638-0392
lenny.perez@fd.pharr-tx.gov

XI. GENERAL PROVISIONS

A. This MOA, with the rights and privileges it creates, is assignable only with the written consent of the parties.

B. Acceptance of funds under this MOA constitutes acceptance of the authority of TFS, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. Member and Participating Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

C. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to a Single Resource, Member or Participating Employer under this MOA may be applied directly toward certain debts or delinquencies that Member or Participating Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

D. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

E. TFS, Member and Member's Participating Employer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). No party may discriminate against any individual under this MOA on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity. In addition, the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination.

F. To the extent applicable, Member and Participating Employer shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member or Participating Employer that cannot be resolved in the ordinary course of business. Member or Participating Employer shall submit written notice of a claim of breach of contract under this Chapter to TFS's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XII. ENTIRE AGREEMENT

This MOA along with the following Attachments reflects the entire agreement between the parties:

Attachment A, RIMT Code of Conduct
Attachment B, RIMT Pay Schedule by Position
Attachment C, RIMT Travel and Personnel Reimbursement Form (most current revision)

Participating Employer and Member hereby acknowledge that they have read and understand this entire MOA. All oral or written agreements between the parties hereto relating to the subject matter of this MOA that were made prior to the execution of this MOA have been reduced to writing and are contained herein. Participating Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOA is entered into by and between the following parties:

TEXAS A&M FOREST SERVICE:

Signature: Tom G. Boggus
Name: Tom G. Boggus
Title: Director and State Forester
Date: 12-8-17

PARTICIPATING EMPLOYER

Signature: ____________________
Name: ____________________
Title: ____________________
Date: ____________________

MEMBER:

Signature: ____________________
Name: ____________________
Date: ____________________

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCOLE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and the RIMT Program.

ATTACHMENT B

RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SPUL	SUPPLY UNIT LEADER	24
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

ATTACHMENT C

MOST CURRENT REVISION OF THE RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: December 26, 2017
MEETING DATE: January 2, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the contract with R. Gutierrez Engineering Corporation for Professional Engineering Services for the West Thomas Road Intersection Widening Project.

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for Professional Engineering Services with R. Gutierrez Engineering Corporation for the West Thomas Road Intersection Widensing Project.

These additional Professional Engineering services include the design of the widening of the intersection to add a left turn lane at Jacksons Rd. and Thomas Rd.

Financial Consideration: Additional Surveying Services Fee Estimate $19,434

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the contract with R.Gutierrez Engineering Corporation for additional Professional Engineering Services for the West Thomas Road Intersection Widening Project.

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 12/26/2017
Omar Anzaldua	Approved - 12/26/2017
Karla Moya	Approved - 12/27/2017
Patricia Rigney	Approved - 12/27/2017
City Management Office	Final Approval - 12/28/2017

PROJECT AGREEMENT FOR
PROFESSIONAL ENTGINEERING SERVICES

AMENDMENT NO. 1

The Contract between **R. Gutierrez Engineering Corporation** and the **City of Pharr** which was executed by the parties on **October 17, 2017** for the **West Thomas Road Intersection Widening Project)**, is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work outlined in Amendment No. 1-Attachment No. 1

B. Modification to Section 4 – Termination –The Time Schedule for the Design Phase is modified as outlined Amendment No. 1-Attachment No. 2 “Time Schedule”

C. Modification to Section 5 – Professional Service Fee – Increase to Fee as outlined in Amendment No. 1-Attachment No. 3 “Schedule”

This amendment adds **$19,434.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from $ 19,530.00 to **$ 38,964.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 1

R. Gutierrez Engineering Corporation
130 East Park Avenue
Pharr, TX 78577
Ramiro Gutierrez, P.E.

ENGINEERING FIRM

By:_________________________
Signature

ENGINEER

SIGNED on this the _____ day of ____________________, 20 ____.

____
Juan Guerra
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of ___________________, 20 ___.
.

Attachment No. 1
Scope of Services

The following provides an outline of the services to be provided by the Engineer in the development of the Project.

The Engineer will provide engineering services for developing plans, specifications, and estimate for the reconstruction and widening of Thomas Road, from Jackson Road, east approximately 500-feet for the addition of a left turn lane at this location.

New vehicle detection loops, and other signal equipment upgrades may be required.

Coordination with utility companies in arranging for relocation of their facilities is also included in this scope.

Task A – Preliminary Design

The Engineer will perform the following tasks:

- Review existing conditions and develop design criteria
- Coordinate Proposed Work with TxDOT
- Review existing Survey of Existing Conditions
- Develop Preliminary Schematic of Pavement Widening and Pavement Markings
- Develop Preliminary Traffic Control Plan
- Develop Preliminary Construction Cost Estimate
- Submit Preliminary Engineering Schematic to City and TxDOT for review

Task B – Final Design

The Engineer will perform the following tasks:

- Develop Intersection Layout with Pavement Widening
- Develop Details of Pavement Widening and Pavement Markings
- Develop Final Traffic Control Plan
- Develop Specifications, Bid Proposal & Bid Documents
- Develop Final Construction Cost Estimate

Task C – "As-Built" Drawings

The Engineer will develop the following:

- Provide "As-Built" Drawings of Project on DWG

Note the following:

- Geotechnical Investigation and Pavement Design, if necessary, to be provided by the City of Pharr.
- Traffic studies or analysis is not part of this scope.

Attachment No. 2
Time Schedule

Task A – Preliminary Design – 30 days

Task B – Final Design – 30 days *

Task C – "As-Built" Drawings – 5 days (after construction completion)

* Note: Adjustment of utilities can cause a delay to this schedule and delay the actual bidding of the project.

Attachment No. 3
Fee Schedule

Payment shall be based on each task completed:

Task A – Preliminary Design – $ 7,900.00

Task B – Final Design – $ 9,000.00

Task C – "As-Built" Drawings – $ 2,534.00

Total Lump Sum Amount – $ 19,434.00

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: December 20, 2017

MEETING DATE: January 2, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on renewing Camera Services Agreement between the City of Pharr International Bridge and Inmobiliaria Jugas, S.A. de C.V.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On December 20, 2017, the Bridge Board approved the authorization of the renewal of the Camera Contact with Inmobiliaria Jugas, S.A. de C.V.

Financial Consideration: $650 per month for 3 years.

Staff Recommendation: This agreement with allow the Pharr Administration Staff to view the traffic at the Reynosa-Pharr International Bridge and see if there is any traffic problems. The agreement will renew for a 3 year term with a 30 day out written notice expiring on December 31, 2020.

Alternatives:

ROUTING:

Vanessa Guzman	Created/Initiated - 12/20/2017
Luis Bazan	Approved - 12/21/2017
Patricia Rigney	Approved - 12/21/2017
Karla Moya	Approved - 12/26/2017
City Management Office	Final Approval - 12/26/2017

CAMERA SERVICES AGREEMENT

City of Pharr — International Bridge & Inmobiliaria Jugas, S.A. de C.V.

PREMISES: Inmobiliaria Jugas, S.A. de C.V. (Landlord) will lease, to the City of Pharr — International Bridge (Tenant), a 250 square foot office building and the adequate space (space on top of a commercial plaza sign) to install four (4) security cameras, located at the Via Pharr Plaza, Carretera Reynosa a Puente Pharr No. 400 Loc. 18, Reynosa, Tamaulipas, Mexico, 88780.

EQUIPMENT/CAMERAS/SERVICES: The four (4) cameras will be provided by the Tenant, and are considered Tenant's Property. Tenant will pay all maintenance fees for the cameras/equipment, including internet.

TERM: The agreement term will begin on January 1, 2018 and will terminate on December 31, 2020. This agreement may be terminated by the Tenant at any time with 30 days written notice.

RENEWAL TERM: This agreement will automatically renew for an additional period of twelve (36) months, unless either party gives written notice of termination no later than 30 days prior to the end of the term or renewal term. The agreement terms during any such renewal term will be the same as those contained in this agreement.

TERM PAYMENTS: Tenant will pay to Landlord monthly installments of $650.00 (six hundred and fifty dollars USD). Monthly installments will be payable on the 20th day of each month, for a total annual lease of $7, 800.00 (seven thousand eight hundred dollars USD, which equals to $23,400.00 for the 36 months). Landlord must submit an invoice before the 5th day of each month in order for Tenant to process payment.

TERM EXPIRATION: At the expiration of the term, if agreed upon by both parties, and if there will be no further one-year terms granted, the Landlord will permit the Tenant to enter the premises and remove the four (4) cameras from the Landlord's property. The four (4) cameras will have to be in as good condition as when delivered to Landlord. Ordinary wear and tear is to be expected.

POSSESSION: Landlord promises to place Tenant in peaceful possessions of the office space, and Tenant, by taking possession of the office space, will have acknowledged that the office space is in satisfactory and acceptable condition.

POSSESSION/ACT OF GOD: The Tenant will not be held liable in case of a direct or indirect occurrence, such as a severe thunderstorm, hurricane, tornado, flashflood, earthquake, and/or any other natural phenomenon that may cause the office building, the camera space, all wiring, all cabling, all electrical boxes and all outlets to be damaged.

UTILITIES AND SERVICES: Landlord will be responsible for all utilities and services incurred in connection with the premises. Landlord will pay the electricity and water, and be responsible for standard maintenance (cleaning, trash pick-up, etc.) to the office space.

TAXES: Taxes attributable to the premises or the use of the premises will be allocated as follows:

REAL ESTATE TAXES: Landlord will pay real estate taxes and assessments for the premises.

PERSONAL TAXES: Landlord will pay all personal taxes and any other charges which may be levied against the premises and which attributable to Tenant's use of the premises, along with all sales and/or use taxes (if any) that may be due in connection with Lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this agreement, Landlord may terminate this agreement upon 60 days written notice to Tenant that the premises have been sold.

SIGNATURE AND NOTICE: This agreement will be signed by the following parties. No notice under this agreement will be deemed valid unless given or served in writing.

LANDLORD:

Inmobiliaria Jugas, S.A. de C.V.

Carretera Reynosa a Puente Pharr No. 400 Loc. 24

Ejido El Guerreño

Reynosa, Tamaulipas, Mex. 88780

TENANT:

City of Pharr, Texas

118 S. Cage Blvd

Pharr, Tx. 78577

LANLORD:

Inmobiliaria Jugas, S.A. de C.V.

By: ____ Date: January ________, 2018

Juan Gastelum

CEO

TENANT:

City of Pharr, Texas

By: ____ Date: January ________, 2018

Ambrosio "Amos" Hernandez

Mayor

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.D.
DATE SUBMITTED: December 26, 2017
MEETING DATE: January 2, 2018

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on wellness screening services between Doctors Hospital at Renaissance, LTD. and City of Pharr.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Consideration and action, if any, on wellness screening services between Doctors Hospital at Renaissance, LTD. and City of Pharr.

Financial Consideration: approximately $8,250.00 total (550 employees @ $15.00 each)

Discounted rate is less than the amount charged to United Health Care claims of approximately $82.00

Staff Recommendation: DHR shall provide wellness screening services at a discounted rate for employees and their dependents at the Employee Annual Health Fair.

Alternatives:

ROUTING:

Anali Alanis	Created/Initiated - 12/26/2017
Anali Alanis	Approved - 12/26/2017
Patricia Rigney	Approved - 12/26/2017
Karla Moya	Approved - 12/27/2017
City Management Office	Final Approval - 12/27/2017

WELLNESS SCREENING SERVICES AGREEMENT
BETWEEN
DOCTORS HOSPITAL AT RENAISSANCE, LTD.
AND CITY OF PHARR, TEXAS

This Agreement is effective the 25th day of January, 2018, by and between **Doctors Hospital at Renaissance, Ltd**. (hereinafter "DHR"), with its principal place of business located at 5501 S. McColl, Edinburg, Texas 78539 and **CITY OF PHARR, TEXAS** (hereinafter referred to as "Vendor"). DHR and Vendor may be individually referred to as a "Party" and collectively as the "Parties".

Whereas, DHR is a general acute care hospital in Edinburg, Texas which operates a Wellness Center ("Center") and as part of its wellness/disease screening and community wellness program is offering certain Wellness Screening Services, as defined below, to local businesses;

Whereas, Vendor is a local municipality in the State of Texas and, as a benefit to its employees, wishes to offer DHR's Wellness Screening Services for employees at its local offices and desires to retain the services of DHR to provide such Wellness Screening Services;

Now, therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. PERFORMANCE EXPECTATIONS

DHR shall provide the following Wellness Screening Services to employees of Vendor:

*Women Screening: CBC, CMP, TSH, LIPID $15.00
*Men Screening: CBC, CMP, LIPID, PSA $15.00

DHR shall perform the Wellness Screening Services on-site at Vendor's business location: 3000 N. CAGE PHARR TEXAS 78577 on the following date: January 25, 2018 at times mutually agreed by the parties at least one (1) week prior to the aforementioned date. If a Vendor employee is unable to receive Wellness Screening Services on that date, they may visit the Wellness Clinic located at 1200 E. Savannah, Suite 21, in McAllen, Texas from the hours of 7:30 a.m. to 4:30 p.m. from January 26, 2018 to February 9, 2018 ("Makeup Session Period").

DHR shall provide all staff and supplies necessary to complete the Wellness Screening Services. Vendor is responsible for promoting the on-site Wellness Screening Services and for scheduling the Wellness Screening Services appointments for Vendor employees. The estimated amount of time to complete each individual Wellness Screening Service is fifteen (15) minutes. Vendor employees may also choose to choose to purchase an additional Wellness Screening package offered by DHR at a price listed in Exhibit A. Vendor employees shall pay for any extra services directly to DHR at the time the service is rendered. DHR will not invoice Vendor for any additional services selected by the Vendor employees.

Before participating in the DHR Wellness Screening Services, Vendor employees may be asked to sign a release in a form that is at the sole discretion of DHR.

The parties understand and agree that the DHR Wellness Screening Services are screening services only and in no way should substitute for the care and assessment of a physician. DHR shall submit the results of each Vendor employee's Wellness Screening Services to the Vendor employee by mail. However, DHR shall not be responsible for any interpretation or professional analysis of the tests or labs provided as part of the Wellness Screening Services. DHR shall encourage all Vendor employees participating in the Wellness Screening Services to follow up with their primary care physician for further evaluation and care after receiving their Wellness Screening Services results from DHR. Vendor employees may also elect to have a copy of their Wellness Screening Result provided to their primary care physician. Results will be delivered to Vendor to be distributed to Vendor Employees.

II. PAYMENT

In consideration of the Wellness Screening Services to be provided by DHR as described in Section I, Vendor shall pay DHR at the rate of Fifteen Dollars and 00/100 ($15.00) for each Vendor employee that receives the Wellness Screening Services as specified in this Agreement. DHR shall keep a log of all Vendor employees that receive the Wellness Screening Services. Within thirty (30) days of the Makeup Session Period, DHR shall submit an invoice to Vendor evidencing all Wellness Screening Services provided to Vendor employees and the total amount due by Vendor. Vendor shall pay DHR for such Wellness Screening Services within thirty (30) days of invoice receipt.

III. LEGAL RELATIONSHIP OF THE PARTIES

The parties understand and agree that DHR is an independent contractor when providing services for Vendor under this Agreement. Neither DHR nor its agents or employees providing services under this Agreement are in any way associated with Vendor other than as independent contractor. Nothing in this Agreement or otherwise shall be interpreted to give either party an interest in the other or its business. Neither party is, nor shall be, the agent, legal representative, joint venturer, partner or employee of the other for any purpose.

IV. TERMINATION

This Agreement shall begin on the Effective Date written above and shall remain in effect for three (3) months, unless terminated earlier in accordance with the terms and conditions herein. This Agreement may be terminated at any time by mutual agreement of the Parties, or if not by such agreement, either Party may cancel this Agreement by giving thirty (30) days advance notice to the other Party.

The parties will each comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of carrying out its obligations under this contract. Each Party will obtain and maintain current and in force all licenses, certifications, authorizations and/or permits necessary to carry out its duties and responsibilities under this contract.

V. CONFIDENTIALITY

The Department of Health and Human Services has issued security and privacy rules implementing "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Each Party to this Agreement will comply with all final rules promulgated under HIPAA to the extent that they apply to services being provided, including and not limited to all federal, state and local laws and regulatory standards. The parties acknowledge and agree that any and all information about the other's business is confidential information and shall not, unless otherwise required by law, be duplicated, used, or disclosed unless specifically authorized in writing by the other Party.

VI. NO REFERRAL OBLIGATION

The parties expressly agree that nothing contained in this Agreement shall require Vendor to refer or admit (or influence the referral or admission of) any patients to, or order any goods or services from DHR or affiliates. Notwithstanding any unanticipated effect of any provision of this Agreement, neither Party will knowingly or intentionally conduct itself in such a manner as to violate the provision against fraud and abuse in connection with the Medicare and Medicaid Programs.

VII. SEVERABILITY

In the event that any provision of this Agreement (other than a provision which involves the essence of the consideration for this Agreement) is declared invalid, unenforceable or void to any extent by a court of competent jurisdiction, such provision shall be modified, if possible, by reducing its duration and scope to allow enforcement of the maximum permissible duration and scope. In any event, such declaration shall not effect the remaining provisions and the Agreement shall be enforced as modified, as if such invalid clause had not been included.

VIII. AGREEMENT ACCEPTANCE

This Agreement, when signed and accepted by each Party shall constitute exclusively and entirely the Agreement between the parties, and all prior representations or agreements, whether written or verbal, not incorporated herein, are superseded. No changes or additions to this Agreement will be recognized unless made in writing and properly executed by each Party.

IX. SIGNATORY

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute the Agreement either as an officer or an authorized representative.

Doctors Hospital at Renaissance, Ltd.	**City of Pharr**
By: ______________________________	By: ______________________________
Printed Name: Susan Turley ______________	Printed Name: ______________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

RENAISSANCE LABORATORIES
Doctors Hospital at Renaissance Health System
5501 S. McColl Rd • Edinburg, TX 78539 • (956) 362-5620
Monday thru Friday: 7:30 AM - 5:00 PM

WELLNESS PACKAGES

Walk-ins are welcome!

Renaissance Laboratories is pleased to offer you comprehensive health screening services. Our wellness packages have been established in collaboration with your provider for the continuity of your healthcare.
First have your provider fill out the bottom of this requisition.
Then present this requisition at any one of our convenient patient service center locations listed on the back.

Patient: **Name**______________________________ **Date of Birth**____________________________

Packages:

☐ **General Wellness Screening (GWELL)** **$20**
- CBC, CMP (must be fasting for accurate blood sugar level)
- Cholesterol and Lipid Profile (must be fasting)

☐ **Women's Wellness Screening (WWELL)** **$30**
- CBC, CMP (must be fasting for accurate blood sugar level)
- Cholesterol and Lipid Profile (must be fasting)
- Thyroid Stimulating Hormone
- Iron

☐ **Men's Wellness Screening (MWELL)** **$45**
- CBC, CMP (must be fasting for accurate blood sugar level)
- Cholesterol and Lipid Profile (must be fasting)
- Prostate Specific Antigen
- Testosterone

☐ **Diabetes Screening (WDIAB)** **$25**
- Hemoglobin A1C, Glucose, Insulin

☐ **Heart Screening (HEART)** **$25**
- Cholesterol and Lipid Profile (must be fasting)
- WHSCRP

☐ **Anemia Profile (WANP)** **$20**
- Vitamin B12 Level, H&H, Ferritin, Folate, Iron, Transferrin

☐ **Arthritis Profile (WARP)** **$30**
- Anti-Nuclear Antibody, C-Reactive Protein, Sedimentation Rate, Rheumatoid Factor, Uric Acid

☐ **Thyroid Panel (WTP)** **$30**
- Thyroid Stimulating Hormone, Total T3, Total T4, T3 Uptake,
- Free T4

☐ **Vitamin D (WVITD)** **$20**

Additional lab tests that may be added on to any package or purchased individually:

☐ **Complete Blood Count (WACBC)** **$15**
** Broad screening test to check for anemia, infection and many other diseases*

☐ **Thyroid Stimulating Hormone (WTSH)** **$10**
** Evaluate thyroid Function*

☐ **Hemoglobin A1c (WA1C)** **$15**
** Reflects your average blood glucose level over the last 3 months*

☐ **Prostate Specific Antigen (WPSA)** **$15**
** PSA is detected in men who have an abnormal prostate gland and aids in the detection of prostate cancer*

☐ **Prothrombin Time (WPT)** **$15**
**A blood test that measures the time it takes for the blood to clot*

☐ **Helicobactor Pylori (serum IgG) (WHPY)** **$20**
** Detects the presence of H. Pylori in the stomach. Researchers believe H. Pylori is responsilbe for peptic ulcers*

☐ **Cancer Antigen 125 (WCA125)** **$30**
** Tumor marker or biomarker that may be elevated in the blood of some patients with ovarian cancers*

☐ **Urinalysis (WUACM)** **$20**

☐ **Urine Microalbumin (WUMARB)** **$10**

☐ **High Sensitivity C-Reactive Protein (WHSCRP)** **$15**
** CRP is a general marker for inflammation and infection. It can be used to assess for heart disease risk.*

☐ **Human Chorionic Gonadotropin (serum) (WHCG)** **$15**
** hCG is a glycoprotein hormone produced during pregnancy.*

☐ **HCG Urine (WUPREG)** **$14**

****Full menu of other testing upon request***

______________________________ Clinic Name: ______________________________
Referring Physician Signature *

______________________________ Clinic Fax Number: ______________________________
Referring Physician Printed Name *

Thank you for choosing Renaissance Laboratories!!!

CAP ACCREDITED
COLLEGE of AMERICAN PATHOLOGISTS

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: December 27, 2017

MEETING DATE: January 2, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Roel Garza

Agenda Item: Consideration and action, if any, on authorizing City Manager to negotiate and enter into a contract with The Warren Group, Inc. for Professional Architectural Services for the Master Planning of the Tierra del Sol Banquet Hall.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr Parks and Recreation Department is requesting authorization for City Manager to negotiate and enter into a contract with The Warren Group for the Tierra del Sol Banquet Hall.

Financial Consideration: Architectural Survey: $0.50 per S.F.
Schematic Design-Master Plan: Stipulated sum fee of $6,200.

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Guajardo	Created/Initiated - 12/27/2017
Roel Garza	Approved - 12/27/2017
City Management Office	Final Approval - 12/27/2017

THE WARREN GROUP ARCHITECTS INC.

1801 South 2nd Street, Ste. 330 McAllen, TX 78503

October 16, 2017

Mr. Sergio Alanis
Director
City of Pharr Parks and Recreations Dept.
1011 W. Kelly
Pharr, TX 78577
sergio.alanis@pharr-tx.gov

Office (956) 402-4550
Fax (956) 781-3102

Re: PROFESSIONAL SURVEY AND MASTER PLAN SERVICES
Approximately 13,100 S.F. Golf Course – Event Facility
Tierra del Sol Golf Course
700 E. Hall Acres Rd.
Pharr, Texas 78577

Dear Cynthia:

Our team greatly appreciates the continued opportunity in working with you and the Pharr Economic Development. As requested, following is our proposal of services for the Survey and Master Plan services of your existing facility located on 700 E. Hall Acres Rd. Pharr, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

| UNDERSTANDINGS AND ASSUMPTIONS:

- This proposal includes two separate fee costs to provide an Architectural survey of the facility and Master Plan services with Phasing options. Once a Master Plan option and Phasing scheme or portion has been selected, a Proposal for Construction Document Design Services and Construction Phase Services will follow.
- We are providing in our proposal a list of the services that may be applied after the Master Plan has been approved. Please note that no fee is provided at this time as these will be provided under a separate contract.
- The Site area is to remain the same. Our team will survey the immediate area up to the sidewalks and drop-off area located around the building.
- The intent of the Master Plan is to provide a multiple phase scenarios to be able to execute in phases as needed.
- The façade of the facility is to be renovated to provide a more contemporary-modern look. We understand an Industrial look is desired. Other contemporary looks can be accepted. Our team will provide one conceptual exterior elevation with a material sample Board of the proposed façade finishes. We will revise the façade one time as part of the base fee to incorporate review comments. Once approval is received, we will develop an exterior tridimensional color rendering.

Any additional revisions can be provided under additional services.

- The façade will also be renovated to take advantage of the golf-course views.
- The interior of the building is to be updated to improve flow and maximize use of the event rooms. Pre-function areas, noise reduction and IT improvements are highly desired.
- The existing access and compliance of the entire facility will be reviewed.
- This proposal includes Architectural, Design Services at this time.
- This proposal excludes Mechanical, Electrical, Plumbing, Civil, and Irrigation Design Services.
- This proposal excludes Geo-technical Engineering-Soil Testing Services (not needed).
- This proposal excludes Environmental (Asbestos, air quality, etc) Testing Services.

We propose to provide the following scope of services for this project for the stipulated sum fees for each phase respectively.

| ARCHITECTURAL SURVEY: $ 0.50 per S.F.

The Warren Group Architects will visit the site and Survey the existing facility to determine and document existing conditions. We will then prepare CADD files to develop the space-planning requirements for your new office finish-out.

We propose to provide the following scope of services for this project for the stipulated sum fees for each phase respectively.

| SCHEMATIC DESIGN-MASTER PLAN Stipulated sum fee of $6,200.00

Floor Plans of amenities
Area Tabulations
Seating chart options
Material Sample boards
One revision provided
Preliminary Code Review
Elevation Concepts
Tridimensional Color Rendering

Based on Owner provided property survey and project information, preliminary floor plans of the project will be provided to Owner. The floor plans will be designed to provide phasing options. Our team will provide a preliminary applicable code compliance for ADA, TAS, IBC and NFPA 101. The design will be done to maximize the seating and multiple event use of the building. Our team willl meet with Pharr Economic Development authorized representatives for review Schematic Design and discussion. Our team will develop exterior elevations and materials sample boards. We will submit this package for review and approval. After the elevations have been approved, we will develop an exterior tri-dimensional rendering.

| DESIGN DEVELOPMENT To be provided under separate proposal.

Based on the approved schematic design, we will prepare a Design Development CADD Package to be used for preliminary pricing of the project. This package will include building dimensional floor plan, exterior elevations, and an outline specification for the approved concept. We will submit this package for Owner review and to a contractor of your choice for preliminary pricing. If design adjustments need to be made to meet the budget objectives, we will provide one revision to this package within basic services upon request by the Owner.

1) An Architectural Design Development CADD package to be used for preliminary pricing of the project. This package will include:
    a. Coordination with MEP drawings, and Interior Design

b. An outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions.
c. Structural, Mechanical, Electrical and Plumbing progress drawings and outline specifications.

2) We will submit this package for Owner review and approval. When design adjustments need to be made to meet the budget objectives, our team will provide revisions to this package upon request by the Owner.

| CONSTRUCTION DOCUMENTS: To be provided under separate proposal.

Based on approved Architectural Design Development drawings, The Warren Group will prepare:
1) Construction documents for the project as required for the permitting and construction of the project.
2) Architectural plans, Interior Design plans, Mechanical, Electrical, Plumbing drawings and specifications for the purpose of final pricing, permitting and construction of the project.
3) We will assist the Owner to identify and Pre-qualify General Contractors for the Bidding of the Project.
4) Structural Engineering documents will include slab-on-grade foundation, framing plans, and associated foundation and framing details based on Geotechnical Soils Report.
5) Be available for clarifications or to answer questions which may arise from Owner's negotiations with prospective contractors.

| CONSTRUCTION PHASE SERVICES: To be provided under separate proposal.

The Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Attend a Pre-Construction meeting
- Review Requests for Information (RFI)
- Review and evaluate shop drawings
- Conduct a substantial complete inspection
- Prepare a "punch list" to determine final completion of contract
- Conduct a final inspection and report on the completion of the project

| ADDITIONAL SERVICES: Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: <u>NO ADDITIONAL SERVICES ARE PROVIDED UNLESS APPROVED IN WRITING BY THE OWNER:</u>

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Furniture Plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports and contractor correspondence.
- Prepare as-built drawings for the project.

| HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	$200.00
Engineer and Associate	$150.00
Intern Architect	$95.00
Technical Assistant	$65.00
Clerical	$45.00

| REIMBURSABLE EXPENSES:

All reimbursable expenses associated with these services shall be invoiced as they are incurred at 1.10 times the actual cost. These expenses are in addition to the Architectural fees associated with the services performed. Such expenses may be travel expense, mileage (.505/mile), computer plotting, printing, photographs, reproduction work, photocopies, postage, delivery, long distance telephone calls, facsimile transmissions, parking, Engineering Consultants fees, etc.

In House Plot/Print Rates:
Computer Plots

Large scale prints -	30"x42" Black & white laser copies	$ 7.00/each
	30"x42" Original color prints	$ 45.00/each
	24" x 36" Black & white laser copies	$ 5.00/each
	24" x 36" Original color prints	$ 30.00/each
	11"x17" Original color prints	$ 15.00/each
	11"x17" Black & white prints	$ 3.00/each

| AGREEMENT

If the terms of this proposal and the attached General Terms and Conditions meet with your approval, please return a signed original of this agreement and a retainer fee of $2,500 to serve as authorization to proceed with services. The retainer fee will be applied towards the final payment of this contract.

Thank you again for the opportunity to submit this proposal.

Submitted by:

______________________________ October 16, 2017_______

Ms. Laura N. Warren, AIA Date
Principal
The Warren Group Architects, Inc.

Accepted by:

______________________________________ ______________________

Mr. Sergio Alanis Date
Director
City of Pharr Parks and Recreations

Cc: Roel Garza, Assistant Director
City of Pharr Parks and Recreations

I. SCOPE

The Warren Group (hereinafter "Architect") agrees to perform the services described in the attached Letter of Proposal which incorporates these General Terms and Conditions. Unless modified in writing by the parties hereto, the duties of THE WARREN GROUP shall not be construed to exceed those services specifically set forth in the Letter of Proposal. The Letter of Proposal and these General Terms and Conditions, when executed by Ms. Cynthia Garza-Reyes of City of Pharr Economic Development Corporation, (hereinafter "Customer"), shall constitute a binding Agreement on both parties.

II. COMPENSATION

Customer agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at (1.5) percent per month from the date the Customer received the invoice until the date Architect receives payment. Such interest is due and payable when the overdue payment is made. Fee charges will be billed as specified in the attached Letter of Proposal.

III. REIMBURSIBLE EXPENSES (IF APPLICABLE)

Direct expenses will be invoices additional to fees at actual cost plus a service charge of (10.0) percent. Subcontracted consulting services will be billed at actual cost plus a service charge of (10.0) percent. Texas Accessibility Plan Review and Inspection Fees, if required, will also be submitted as a reimbursable expense.

IV. RESPONSIBILITY

Architect is employed to render a professional service only, and any payments made by Customer are compensation solely for such services rendered and recommendations made in carrying out the work. Architect shall follow the standard practices of the Architectural profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

In performing professional services, Architect shall act as agent of Customer. Architect's review or supervision of work prepared or performed by other individuals or firms employed by Customer shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident Architectural inspection provided by Architect is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Architect does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

V. SCOPE OF CUSTOMER SERVICES

Customer agrees to provide site access, and to provide those services described in the attached Letter Proposal's Scope of Work.

VI. INDEMNIFICATION

Architect agrees to indemnify and hold Customer harmless from damages, claims, demands, suits, causes of action, judgments, costs and expenses including reasonable attorney's fees and expenses resulting from:

1. Damage to property of any person, form, corporation or governmental agency, including property of Customer, and/or

2. Death of or injury to any person or persons, including employees of Customer, arising out of, and to the extent caused directly by, a negligent act or omission or willful misconduct of Architect, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

In the event that Customer is found to be concurrently negligent, Architect shall not indemnify for the proportionate negligence of Customer, but shall indemnify for the portion of negligence solely attributable to Architect, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor, up to an aggregate amount for the project of $1,000,000. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. Customer may not assert any claim against Architect after the shorter of (1) 3 years from substantial completion of services giving rise to the claim, or (2) the statute of limitation provided by law.

Customer acknowledges Architect may perform work at facilities that may contain hazardous materials or conditions, and that Architect had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Customer, Customer agrees to indemnify, defend, and hold Architect harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Customer against Architect or Architect's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except for claims shown by final judgment to arise out of the sole negligence of Architect.

VII. INSURANCE

Architect shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than $1'000,000.00

2. Automobile bodily injury and property damage liability insurance with a limit of not less than $500,000.

3. Statutory workers' compensation and employers' liability insurance as required by state law.

4. Professional liability insurance.

VIII. SUBCONTRACTS

Architect shall be entitled, to the extent determined appropriate by Architect, to subcontract any portion of the work to be performed under this project.

IX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Customer or Architect without the prior written consent of the other.

X. INTEGRATION

These terms and conditions and the letter agreement (Scope of Work) to which they are attached represent the entire understanding of Customer and Architect as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Architect's office performing the majority of the work for this project is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Venue will be in the State District Court in which the Architect's office performing the majority of the work for this project is located.

XII. SUSPENSION OF WORK

Customer may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Customer make normal progress in the performance of the work impossible. Architect may request that the work be suspended by notifying Customer, in writing, of circumstances that are interfering with normal progress of the work. Architect may suspend work on the project in the event Customer does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XII.

XIII. TERMINATION OF WORK

Customer or Architect may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 7 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with receipt returned to the sender. Architect will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date.

XIV. ALTERNATIVE DISPUTE RESOLUTION

It is agreed by both parties that Arbitration, in any form, will not be allowed. Any claim(s), dispute(s) or other matter(s) in question between the parties to this Agreement arising out of or relating to this Agreement, or the breach thereof, which are not disposed by mutual agreement of the parties, shall be submitted, if agreed in writing by both parties, to mediation prior to submission of the matters in question to appropriate courts of law.

XV. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Owner agrees to limit the Architect and Consultants' liability for the Owner's damages to their total sum of fees paid respectively or a total liability limit amount of $1,000,000.00, whichever is less. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

SUBMITTED BY:

Architect: THE WARREN GROUP ARCHITECTS, INC.

Signature: ______________________
Ms. Laura N. Warren, AIA

Date: ______October 16, 2017____________

APPROVED BY:

Customer: CTY OF PHARR - PARKS AND RECREATIONS

Signature: ______________________
Mr. Sergio Alanis
Director
City of Pharr Parks and Recreations

Date: ______________________

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: December 28, 2017

MEETING DATE: January 2, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consultation and update with legal counsel on Boys and Girls Club lease and other matters incidental too.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: This item will be discussed in executive session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie	Created/Initiated - 12/28/2017
Patricia Rigney	Approved - 12/28/2017
City Management Office	Final Approval - 12/28/2017