



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, FEBRUARY 5, 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

B) City Events of Interest.

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 January 15, 2018 Regular Called Meeting and January 24, 2018 Special Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, ratifying Resolution No. R-2018-09 authorizing the Pharr Fire Department to apply for a Federal Emergency Management Agency-Assistance to Firefighters Grant for public safety radios. (FIRE)

C) Consideration and action, if any, on Resolution entering into an agreement with Texas Department of Transportation for closure of South U.S. 281 and East Old Business 83 for the 12th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 17, 2018 from 7:00 a.m. to 11:00 a.m. (PARKS)

D) Consideration and action, if any, on request to close streets for the 12th Annual St. Patrick's Day Run/Walk on Saturday, March 17, 2018 from 7:00 a.m. to 11:00 a.m. (PARKS)

E) Consideration and action, if any on waiving all green fees for P-SJ-A ISD golf tournament on Saturday, February 3, 2018. (PARKS)

F) Consideration and action, if any, on Viva Fresh Summit Sponsorship and Booth for \$10,000. (BRIDGE)

G) Consideration and action, if any, on PMA Fresh Summit Annual Conference Texas Town Pavilion for \$8,600. (BRIDGE)

H) Consideration and action, if any, ratifying donation of \$7,500 to UTRGV Athletics Program. (ADMINISTRATION)

I) Consideration and action, if any, on RGV Chapter TSCPA Sponsorship for Professional Education Courses. (HR)

J) Consideration and action, if any, on request from PSJA ISD for waiving of rental fees to use the Pharr Events Center on Tuesday, February 13, 2018 from 12:00 pm - 3:00 pm for the PTI Valentine's Dance. (EVENTS CENTER)

K) Consideration and action, if any, on request from PSJA ISD to waive rental fees to use the Pharr Events Center on Wednesday, May 2, 2018 for the PSJA TSTEM ECHS Annual Banquet; Wednesday, May 9, 2018 for the PSJA Southwest ECHS Annual Banquet; Monday, May 14, 2018 for the PSJA North ECHS Annual Banquet; Tuesday, May 15, 2018 for the PSJA ECHS Annual Banquet; Wednesday, May 16, 2018 for the PSJA Memorial ECHS Annual Banquet; and Wednesday May 26, 2018 for the PSJA Thomas Jefferson TSTEM ECHS Graduation. (EVENTS CENTER)

L) Consideration and action, if any, on request from PSJA ISD for waiving of rental fees to use the Pharr Events Center on Tuesday, May 1, 2018 from 6:30 am - 4:30 pm to host the M.O.V.E. event. (EVENTS CENTER)

M) Consideration and action, if any, on request from STAR Gala Board of Directors to waive rental fees to use Pharr Events Center on March 3, 2018 for STAR Premium Sale fundraiser. (EVENTS CENTER)

N) Consideration and action, if any, on request from Lower Rio Grande Valley Development Council to waive rental fees to use Pharr Events Center on Wednesday, February 14, 2018 from 1:00 pm - 5:00 pm for RGV2020 Stakeholder Forum. (EVENTS CENTER)

O) Consideration and action, if any, on request from Migrants In Action to waive rental fees to use the Pharr Events Center on Wednesday, March 28, 2018 from 8:30 am - 2:30 pm for the 2018 Migrant Student Conference. (EVENTS CENTER)

P) Consideration and action, if any, on request from American Cancer Society to waive rental fees to use Pharr Events Center for the Annual Cattle Barons Ball fundraiser on Saturday, September 22, 2018. (EVENTS CENTER)

Q) Consideration and action, if any, authorizing City Manager to advertise for bids for the City of Pharr International Bridge Facility Expansion and Renovations Project. (ENGINEERING)

R) Consideration and action, if any, on Change Order Number 3 for the South Pharr Development & Research Center (Part A) and Exhibit Hall (Part B) (Bid Number 1617-01-528-0021) (ENGINEERING)

S) Consideration and action, if any, on renewal of Dedicated Internet Access service with Webvision for cameras in Mexico. (BRIDGE)

T) Consideration and action, if any, on renewal of a 2-year Maintenance Agreement for the Pharr Fire Department's Hazardous Materials monitors that are utilized at emergency responses. (FIRE)

U) Consideration and action, if any, authorizing City Manager to amend contract with R. Gutierrez Engineering Corporation for Professional Surveying Services for the PSJA Tri-City Pedestrian Safety Improvements Project (C1617-01-528-0070) (ENGINEERING)

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

1. Red Tape II, Inc., d/b/a Stilettos Gentlemen's Club is requesting renewal of the Sexually Oriented Business License in a General Business District (C). The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas. The property's physical address is 1050 North Sugar Road. **SOB# 001254**

2. Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 1.01 acres out of Lot 152, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1020 West Ferguson Avenue. **CUP# 071271**

PLATS:

1. J.E. Saenz & Associates, Inc., representing Berhardo J. Gubser, President of Gallus properties LTD., is requesting final plat approval of the proposed Transmaritime Subdivision. The property is legally described as being a 17.87 acre tract of land being a portion of Lot Seven (7), Block One (1), a Re-subdivision of Closner Subdivision of Porcion 70, Pharr, Hidalgo County, Texas. The property's physical address is 901 E. Military HWY. **SUB# 130410**

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2014-17 addressing the Aquatic Center Fee Structure. (GMCD)

B) Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Economic Development Corporation II Board of Directors. **(TABLED)** (PEDC II)

C) Consideration and action, if any, on Resolution allowing participation with The Interlocal Purchasing System (TIPS) Cooperative contracts. (PURCHASING)

6. ADMINISTRATIVE:

A) Consideration and action, if any, on entertainment for Hubfest 2018. (ADMINISTRATION)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to use The Interlocal Purchasing System (TIPS) Purchasing Cooperative to negotiate and approve a contract for the Asbestos Abatement of the Jose "Pepe" Salinas Civic Center. (PARKS)

B) 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 Conceptual Design and Master Planning of the North Side of the Development and Research Center/Youth Activity Center. (ENGINEERING)

C) Consideration and action, if any, amending Inter-local Cooperation Agreement between the City of Pharr and Pharr-San Juan-Alamo Independent School District on the Aquatic Center. (GMCD)

8. LEGAL:

A) Consultation with legal and possible action on initiating litigation concerning Colonia Estrella Lot 77. (LEGAL)

B) Consultation with legal and possible action concerning final payment to FJW Construction Company, LLC and settlement agreement. (LEGAL)

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

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 Colonia Estrella Lot 77 and FJW final payment and settlement agreement; 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.

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

11. ADJOURNMENT:

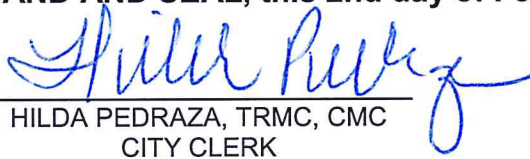
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext. 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 2nd day of February, 2018 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 2nd day of February, 2018.


HILDA PEDRAZA, TRMC, CMC
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: January 22, 2018

MEETING DATE: February 5, 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 - 01/22/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.B.

DATE SUBMITTED: January 22, 2018

MEETING DATE: February 5, 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 - 01/22/2018

Design Phase

- ☐ PSJA Tri-City Pedestrian Safety Improvements Projects
- ☐ Pharr Pedestrian Connections
- ☐ 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)
- ☐ W. Las Milpas Rd. Reconstruction
- ☐ Thomas Rd. Intersection Widening
- ☐ Downtown Pharr Lights (Polk to IH-2)
- ☐ Various Park Designs-2016
- ☐ Downtown Park
- ☐ Renovations of Jose "Pepe" Salinas Civic Center
- ☐ 559 FY 15 DAP-Pharr-Reynosa Intl. Br. Northbound Lane and 2nd BSIF Exit
- ☐ 559 FY 16 DAP-Pharr-Reynosa Intl. Br. (Dock Expansion, Cold Inspection Facility, & Ag Training Center & Lab)
- ☐ Bridge Facility Expansion & Toll Booth Improvements.
- ☐ Utility Relocation for Hike & Bike Tunnel under Veterans.
- ☐ St. Jude Overflow Parking
- ☐ Fire Station No. 1
- ☐ Fire Station No. 4

Construction Phase

- ☐ **Owassa Road Improvements**
- ☐ **Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.**
- ☐ **South Pharr Development and Research Center (Part A)**
- ☐ **South Pharr Exhibit Hall**
- ☐ **Eldora Elevated Storage Tank Improvements**
- ☐ **Lift Station 25 & 16-in Forcemain Improvements**
- ☐ **Wastewater Treatment Plant Clarifier No. 2 Rehabilitation**
- ☐ **Waterline Transmission Improvements**
- ☐ **Single Machine Repaving Project Year 2**
- ☐ **Single Machine Repaving Project Year 2 Phase B**
- ☐ **Single Machine Repaving Project Year 3**

Project Name:	PSJA Tri-City Pedestrian Safety Improvements Project
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of approximately 27,784 square yards of concrete sidewalks within the Cities of Pharr, San Juan & Alamo to make linkages to surrounding cities, schools, neighborhoods, public parks by extending sidewalks and closing gaps in service.
Status:	Coordinating with TXDOT to finalize the Advance Funding Agreement. Survey for the Project is approximately 95% Complete
Project Name:	Pharr Pedestrian Connections
Design Engineer:	City of Pharr Engineering Department.
Description:	The Project will provide pedestrians in the City of Pharr with facility improvements that will address the needs of seniors and persons with disabilities
Status:	Topographic Survey has been completed.
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 and Final Alignment Selection

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:	W. Las Milpas Rd. Reconstruction
Design Engineer:	City of Pharr Engineering Department.
Description:	Reconstruction of W. Las Milpas Road
Status:	Survey and Geotechnical Engineering is complete. Staff has begun the preliminary engineering phase of the project.
Project Name:	Thomas Rd. Intersection Widening
Design Engineer:	R. Gutierrez Engineering.
Description:	Widening of the Thomas Road Intersections at Cage Blvd. and Jackson Rd.
Status:	Project is under design
Project Name:	Downtown Pharr Lights (Polk to IH-2)
Design Engineer:	City of Pharr Engineering Department.
Description:	Installation of decorative street lights from Polk St. to IH-2
Status:	Staff is coordinating with AEP so they can provide and install the decorative lights turn key.

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:	Design has been completed and bid out by the CMAR. Awaiting the award and Notice to Proceed.
Project Name:	Downtown Park
Design Engineer:	City of Pharr Engineering Department.
Description:	A new City Park adjacent to City Hall
Status:	Design is approximately 95% complete. Anticipate beginning Construction in late Mid April.
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:	559 FY 15 DAP- Pharr Reyonsa Intl. Br. Northbound lane and 2nd BSIF Exit
Design Engineer:	TEDSI/Half Associates
Description:	Addition on 2 northbound lanes and a 2nd BSIF Exit.
Status:	Design is at 60% completion. CBP and GSA are requesting modifications to the scope of work. Staff is evaluating these modifications
Project Name:	559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)
Design Engineer:	Half Associates
Description:	Construcion of a dry Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab
Status:	30% Design is scheduled for late February
Project Name:	Bridge Facility Expansion & Toll Booth Improvements.
Design Engineer:	The Warren Group
Description:	Renovation and Expansion of the existing Bridge Building Facility
Status:	Design has been completed and are ready to go out for Bids.
Project Name:	Utility Relocation for Hike & Bike Tunnel under Veterans.
Design Engineer:	S&GE
Description:	Design of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road
Status:	Design has been completed and are ready to go out for Bids. Awaiting and Interlocal agreement between the City and the County.

Project Name:	St. Jude Overflow Parking
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of an overflow parking on the property adjacent to St. Jude Catholic Church. Size of Parking lot is approximately 2 acres.
Status:	Geotechnical Investigation has been completed. Next step is to perform a topographic survey on the property.
Project Name:	Fire Station No. 1
Design Engineer:	The Warren Group
Description:	Design of a new Fire Station No. 1 located on FM 495 and Knights Dr.
Status:	The conceptual design has begun.
Project Name:	Fire Station No. 4
Design Engineer:	The Warren Group
Description:	Design of a new Fire Station No. 4 located in the Produce Park in South Pharr.
Status:	The Plans have been completed and submitted to the CMAR. Construction is ready to begin.

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:	124.17%
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:	124.17%
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:			
 Jan 29, 2018 10:12:46 AM Pharr			

Project Name:	Owassa Road Reconstruction and Widening		
Engineer:	Tedsj		
Contractor	IOC, Company		
Contract Amount	\$5,206,108	Contract Time (Days)	438
Notice to Proceed	3/23/2017	Contract Time Used:	71.92%
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:	78.36%

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:	127.41%
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 - pending 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:	152.22%

Description: New Liftstation and 16-in Forcemain Improvements

Status: Construction is substantially complete

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:	145.93%
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:	154.17%

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. Awaiting the delivering of the Traffic Pole, which is expected in February.

Pictures:



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:	174.44%
Description: Repaving of residential streets, in North, Central and South Pharr			
Status: Construction is ongoing.			
Pictures:			
 Dec 14, 2017 11:33:07 AM Pharr			
 Dec 14, 2017 9:07:57 AM Pharr			

Project Name:	Single Maching Repaving Project Year 3		
Engineer	City of Pharr-Engineering Department		
Contractor	Cutler		
Contract Amount	\$810,073	Contract Time (Days)	90
Notice to Proceed	12/4/2017	Contract Time Used:	65.56%

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

Status: Construction is ongoing.

Pictures:



Jan 26, 2018 2:01:37 PM
Pharr



Jan 5, 2018 2:14:44 PM
Pharr



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: January 19, 2018

MEETING DATE: February 5, 2018

FROM: Hilda Pedraza, 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:

Hilda Pedraza

Created/Initiated - 01/19/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: January 26, 2018

MEETING DATE: February 5, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of Minutes for January 15, 2018 Regular Called Meeting and January 24, 2018 Special Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration: N/A

Staff Recommendation: Approve as submitted.

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 01/26/2018
Final Approval - 01/31/2018

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JANUARY 15, 2018
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, January 15, 2018 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
Bea Fuentes, HR Coordinator
Joe Luengo, Interim Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Dev. Services Director
Rick Pedraza, Public Works Director
Jose Villescás, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Sandra Zamora, Purchasing 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 4:12 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 CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY DAY

Mayor Pro Tem Carrillo read proclamation proclaiming February 17, 2018 as Children's Advocacy Center, Estrella's House.

Lorena Castillo, President of Children's Advocacy Center, thanked the Board for the recognition and introduced Jesus Sanchez, Interim Executive Director, and Pat Blum, Events Coordinator. Ms. Castillo went over their services and reported last year they served 1,337 of which 113 were from the City of Pharr. She further thanked Police Chief and his staff for their support and for making an impact on the children's lives. At this time, Ms. Castillo extended an invitation to the Board to attend their Annual Fundraiser Vinos event on Saturday, February 17, 2018 at the Embassy Suites Convention Center in McAllen.

ITEM 3. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Kenneth Fletcher thanked the City of Pharr for the wonderful opening of the new South Pharr Development and Research Center. Mr. Fletcher voiced his concern with the HVAC system at Costco making more noise and spoke about public hearings. He stated he was a member of the American Planning Association and stated their bylaws for ethics were very specific concerning public hearings. Lastly, he spoke about change of zone agenda item 5.N.4 and stated he was for the business.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF JANUARY 2018 SALES TAX REPORT (FINANCE)

Juan G. Guerra, City Manager, introduced the sales tax report and stated sales tax were up at 14% being the highest in the region.

B) SUBMISSION OF DECEMBER 2017 TAX COLLECTION REPORT (FINANCE)

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Juan G. Guerra, City Manager, introduced the tax collection report for the month of December and stated both current and delinquent taxes were down by 1% and 2% respectively.

C) CITY EVENTS OF INTEREST

Juan G. Guerra, City Manager, invited everyone to attend the City's 109th Birthday party celebration on Thursday, January 18, 2018 at the Pharr Events Center. He stated the event was from 5:00 p.m. to 8:00 p.m. and it was free to the public. There will also be a City Hall on Call with directors from each department on hand to answer questions and listen to the public's concerns.

Juan G. Guerra, City Manager, reported the STAR Gala event would be held on Saturday, January 20, 2018 from 6:00 p.m. to 12:00 midnight at the Pharr Events Center. Mr. Guerra further reported Public Works would be conducting an animal vaccination clinic on Saturday, January 20, 2018 at Public Works, 1015 E. Ferguson and on Saturday, January 27, 2018 at Jaime Escalante Middle School at 6123 S. Cage Blvd. from 1:00 p.m. to 3:00 p.m. He stated the cost was \$8.00 for rabies vaccine and \$2.00 for city tag. This would be for Pharr residents only.

Juan G. Guerra, City Manager, also reported the City of Pharr would be hosting the RGV Chapter TSCPA Leadership and Ethics courses on Friday, February 9, 2018 at Pharr City Hall from 8 a.m. until 12:00 noon. Those interested should contact the Texas Society of CPA-RGV Sector Director at 956-546-1772.

Lastly, Juan G. Guerra, City Manager, announced the 12th Annual St. Patrick's Day 5K Run/Walk would take place on Saturday, March 17, 2018 beginning with the kids 1-mile run at 8:00 a.m., followed by the 5K at 9:00 a.m. He stated the races will start and end at the PSJA Stadium, with the awards ceremony immediately after the conclusion of the race. Fees are \$5.00 for kids and \$15.00 for adults and registration is available online at the City's website and in person at the Parks and Recreation offices located at 413 E. Clark.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR DECEMBER 28, 2017 SPECIAL CALLED MEETING AND JANUARY 2, 2018 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-94-11 RELATING TO METER DEPOSITS AND THEIR REIMBURSEMENT CRITERIA 3RD AND FINAL READING (FINANCE)

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- C) CONSIDERATION AND ACTION, IF ANY, TO ALLOW A CARNIVAL AND FUN FAIR TO BE HELD FEBRUARY 1-11, 2018 AT 1701 N. CAGE AND WAVE APPLICATION FEES (FIRE)**
- D) CONSIDERATION AND ACTION IF ANY, ON REQUEST FROM ST. MARGARET'S CHURCH CCE PROGRAM FOR ASSISTANCE WITH TRAFFIC CONTROL DURING THEIR RE-ENACTMENT OF THE STATIONS OF THE CROSS ON SUNDAY, FEBRUARY 25, 2018 (POLICE)**
- E) CONSIDERATION AND ACTION, IF ANY, ON REQUEST TO PARTICIPATE ON THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) 2019 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM COMMERCIAL MOTOR VEHICLE GRANT # 2019-PHARRPD-S-CMV-00018 (POLICE)**
- F) CONSIDERATION AND ACTION, IF ANY, ON REQUEST TO PARTICIPATE ON THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) 2019 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM COMPREHENSIVE GRANT # 2019-PHARRPD-S-1GY-00049 (POLICE)**
- G) CONSIDERATION AND ACTION, IF ANY, REQUEST FROM HIDALGO COUNTY ELECTIONS DEPARTMENT FOR USE OF THE PHARR EVENTS CENTER AS EARLY VOTING AND ELECTION DAY POLLING LOCATION FOR THE UPCOMING PRIMARY, PRIMARY RUNOFF, AND GENERAL ELECTIONS (ADMINISTRATION)**
- H) CONSIDERATION AND ACTION, IF ANY, ON SPONSORSHIP FOR CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY VINOS FUNDRAISER FOR \$1,500 (ADMINISTRATION)**
- I) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NUMBER 2 AND FINAL RECONCILIATION OF QUANTITIES FOR THE JACKSON ROAD AND CAGE BLVD. RAISED MEDIANS CONSTRUCTION PROJECT (BID NUMBER 1617-01-528-0027) (ENGINEERING)**
- J) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE TRAFFIC SIGNAL LOOP DETECTOR REPLACEMENT PROJECT (ENGINEERING)**
- K) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR A SUPPLY CONTRACT FOR THE PURCHASE OF FUEL FOR THE PUBLIC WORKS DEPARTMENT (PUBLIC WORKS)**

L) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR COMPETITIVE SEALED BIDS FOR THE PURCHASE OF 2018 CITY FLEET UNITS AND RELATED EQUIPMENT (PURCHASING)

M) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR COMPETITIVE SEALED BIDS FOR THE PURCHASE OF TEN (10) 2018 POLICE PURSUIT SUVS AND RELATED EQUIPMENT (PURCHASING)

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

1. XOTICAS REQUESTED RENEWAL OF THE SEXUALLY ORIENTED BUSINESS LICENSE IN A LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS A 0.6081-ACRE TRACT OF LAND OUT OF LOT 100, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 4502 NORTH CAGE BOULEVARD. SOB#010105

2. REGENCY HALL REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS LOTS 10 AND 11, MACO BUSINESS CENTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 207 EAST FERGUSON AVENUE. CUP#161155

3. EVANGELINA GONZALEZ REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN OVERSIZED STORAGE UNIT (12' X 16', 10' IN HEIGHT) IN A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 51, SOL BRILLA SUBDIVISION PHASE I, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 619 WEST ALBATROSS AVENUE. CUP#171269

4. DAVID H. MECK, DIRECTOR, REPRESENTING MECK ENTERPRISES, INC., REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO HEAVY-COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, MECK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1400 WEST WARREN STREET. COZ#171270

Juan G. Guerra, City Manager, introduced the items and requested to remove item 5.B from the consent agenda and approve items 5.A, and 5.C through 5.N.4.

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

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-94-11 RELATING TO METER DEPOSITS AND THEIR REIMBURSEMENT CRITERIA 3RD AND FINAL READING (FINANCE)

Juan G. Guerra, City Manager, introduced the item. He briefly stated the first two readings of the ordinance stated that after two (2) years of continuous service and good

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payment history, meter deposits would be refunded but he recommended one (1) year instead of (2) years.

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

Ordinance Nos. O-2018-02 and O-2018-03 are filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING TWO (2) MEMBERS TO THE PHARR POLICE DEPARTMENT TRAINING ADVISORY BOARD (POLICE)

Juan G. Guerra, City Manager, introduced the item and stated staff recommended Francisco Nunez and Uvaldo Gutierrez.

Comm. Medina **moved** to appoint Francisco Nunez and Uvaldo Gutierrez to the Pharr Police Department Training Advisory Board. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2018-03 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE CITY OF PHARR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE COUNTY OF HIDALGO FOR THE SCOFFLAW PROGRAM (MUNICIPAL COURT)

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

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

Resolution No. R-2018-04 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE PHARR/REYNOSA INTERNATIONAL BRIDGE- 2ND EXIT TO BORDER SAFETY INSPECTION FACILITY PROJECT, CSJ: 0921-02-383 (ENGINEERING)

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Juan G. Guerra, City Manager, introduced the item. He stated the estimated project cost was approximately \$135,000 and recommended approval.

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

Resolution No. R-2018-05 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE PHARR/REYNOSA INTERNATIONAL BRIDGE-COMMERCIAL NORTHBOUND TRUCK ENTRANCE LANES PROJECT, CSJ: 0921-02-385 (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and stated the estimated project cost was approximately \$136,700. He further recommended approval.

Comm. Carrillo **moved** to approve. Comm. Medina seconded the motion.

Comm. Medina asked if total cost of these two projects was \$5 million. Juan G. Guerra, City Manager, responded yes but the majority of the funds would be grant monies. He briefly explained the city was an Economic Disadvantaged Community and EDC grants allow the city to provide only 3% to 5% of the project cost.

The motion was put to a vote and it carried unanimously.

Resolution No. R-2018-06 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING CITY MANAGER TO NEGOTIATE, SECURE AND OBTAIN A WATER AND SEWER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) WITHIN ITS EXTRATERRITORIAL JURISDICTION PURSUANT TO CHAPTER 13 OF THE TEXAS WATER CODE (ADMINISTRATION)

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.

Resolution No. R-2018-07 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR CERTAIN PROJECTS AND SERVICES (ADMINISTRATION)

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Juan G. Guerra, City Manager, introduced the item. He stated this resolution would allow him to advertise for certain projects in order to streamline the process without seeking Commission approval and added no decisions would be made by City Manager only the authority to advertise.

Sandra Zamora, Purchasing Director, explained the current policy states that all projects that require formal sealed bids be presented to the Commission prior to advertising. She stated once bids are received and tabulated, staff would present their recommendation to Commission for final approval.

After some discussion, Comm. Carrillo moved to deny. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING THE PURCHASE/INSTALLATION OF NEW LIGHT POLES AT WITTEN PARK AND PHARR SPORTS COMPLEX AS AN "EMERGENCY PURCHASE/INSTALLATION", AS WHERE THE CITY MANAGER BE AUTHORIZED TO NEGOTIATE AND APPROVE AN AWARD OF CONTRACT NOT TO EXCEED THE BUDGET AMOUNT (PARKS)

Juan G. Guerra, City Manager, introduced the item and briefly stated an engineer had inspected the light poles at the baseball fields and had certified they were in dire need of repair prior to the commencement of baseball season. He further stated the budget amount was \$350,000 and recommended approval.

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

Resolution No. R-2018-08 is filed with the City Clerk's Office.

H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) MEMBER TO THE PHARR ECONOMIC DEVELOPMENT CORPORATION II BOARD OF DIRECTORS (PEDC II)

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

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

ITEM 7. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, WAIVING ALL FEES FOR ST. JUDE THADDEUS CHURCH 5K RUN/WALK ON SATURDAY, FEBRUARY 17, 2018 (PARKS)

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

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

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON PURCHASE OF A NARCOTICS DETECTION CANINE (POLICE)

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

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

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT 2-YEAR EXTENSION BETWEEN CITY OF PHARR AND HIDALGO COUNTY HEAD START PROGRAM FOR CENTERS LOCATED AT 714 ZAPATA AVE. (LAS MILPAS I HEAD START CENTER) AND 415 E. CLARK (PHARR HEAD START CENTER). (ADMINISTRATION)

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

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE PHARR POLICE DEPARTMENT TO ENTER INTO MEMORANDUM OF AGREEMENT WITH UNITING NEIGHBORS IN DRUG ABUSE DEFENSE (UNIDAD) COALITION, A MEMBER OF THE BEHAVIORAL HEALTH SOLUTIONS OF SOUTH TEXAS (POLICE)

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

Comm. Carrillo **moved** to approve. Comm. Medina 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 R. GUTIERREZ ENGINEERING CORPORATION FOR PROFESSIONAL SURVEYING SERVICES FOR THE JONES BOX PARK WEST EXPANSION PROJECT (ENGINEERING)

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

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

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

ITEM 11. CLOSED SESSION: 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 4:36 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 5:35 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 7. ADMINISTRATIVE

B) CONSIDERATION AND ACTION, IF ANY, ON CITY'S ORGANIZATIONAL STRUCTURE (ADMINISTRATION)

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

C) CONSIDERATION AND ACTION, IF ANY, ON PROJECT SOPHIA (ADMINISTRATION)

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

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**D) CONSIDERATION AND ACTION, IF ANY, ON PROJECT "E"
(ADMINISTRATION)**

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

ITEM 10. LEGAL

**A) CONSULTATION WITH LEGAL AND POSSIBLE ACTION ON ENVIROLITE
SOLUTIONS (ADMINISTRATION)**

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

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:35 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 15th DAY OF JANUARY 2018 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
WEDNESDAY, JANUARY 24, 2018
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Wednesday, January 24, 2018 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto “Bobby” Carrillo
Comm. Daniel Chavez
Comm. Mario Bracamontes

BOARD OF COMMISSIONERS ABSENT: Comm. Ramiro Caballero
Comm. Ricardo Medina

STAFF PRESENT: Juan G. Guerra, City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Karla Moya, Finance Director
Gary Rodriguez, Events Center Dir.
Anali Alanis, HR Director
Jose Luengo, Police 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
Luis Bazan, Bridge Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

Mayor Hernandez called the meeting to order at 4:30 p.m. Roll call established a quorum.

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

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

ITEM 2. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR, TEXAS AND COUNTY OF HIDALGO, TEXAS FOR THE SOUTH VETERANS ROAD TUNNELS (ADMINISTRATION)

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

ITEM 3. LEGAL

A) CONSULTATION AND POSSIBLE ACTION CONCERNING FINAL PAYMENT TO FJW CONSTRUCTION COMPANY, LLC FOR JACKSON PLACE APARTMENTS (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended approval as per Pharr Housing Finance Corporation Board.

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

ITEM 4. 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

None.

ITEM 5. RECONVENE

None.

ITEM 6. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo moved to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:31 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

MINUTES: SPECIAL CALLED MEETING
JANUARY 24, 2018

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

ON THIS THE 24th DAY OF JANUARY 2018 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL 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: January 30, 2018

MEETING DATE: February 5, 2018

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, ratifying Resolution No. R-2018-09 authorizing the Pharr Fire Department to apply for a Federal Emergency Management Agency-Assistance to Firefighters Grant for public safety radios.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Our current radios are over 10 years old. They are in constant need of repair due to the age of the radios. Recently we upgraded our self contained breathing apparatus and there is a need for us to buy radios with Bluetooth capability for communicating on the fire ground while fighting fires. Over the last 10 year radios have also been improved and have been required to be P25 compliant, so we can communicate with other responding agencies ie. local, state, or federal.

Financial Consideration: The total cost for this project is \$236,000. If the grant is approved for funding the total match for the City is \$23,600 for a savings of 90% on the total cost.

Staff Recommendation: We highly recommend passage of this Resolution. Should this grant be approved, the City stands to save about 90% of the total cost for the radios.

Alternatives:

ROUTING:

Leonardo Perez

Created/Initiated - 01/30/2018

Leonardo Perez

Approved - 01/30/2018

Patricia Rigney

Approved - 01/30/2018

Karla Moya

Approved - 01/30/2018

City Management Office

Final Approval - 01/31/2018

RESOLUTION NO. R-2018- 09

WHEREAS, the Federal Emergency Management Agency – Assistance to Firefighters Grant was created to strengthen public safety by partnering with local fire departments to help provide training and equipment to our nations firefighters to meet their basic needs; and

WHEREAS, the Pharr Fire Department is responsible for responding to structure fires, vehicle fires, rescue calls, hazardous material incidents, wildland fires, motor vehicle accidents and is a First Responder Agency; and

WHEREAS, the Pharr Fire Department has prepared an Fiscal Year 2017 Assistance to Firefighters Grant for public safety radios in the amount of \$236,000 with a local match of \$23,600; and

WHEREAS, the Governing Body of the City have approved the submission of the Fiscal Year 2017 Assistance to Firefighter Grant.

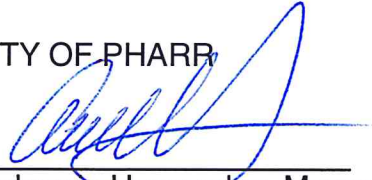
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

The Pharr City Commission authorizes the Mayor to execute any and all documents necessary to effectuate said Assistance to Firefighter Grant.

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

PASSED AND APPROVED this 30th day of January 2018, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR


Ambrosio Hernandez, Mayor

ATTEST:


Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: January 30, 2018

MEETING DATE: February 5, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution entering into an agreement with Texas Department of Transportation for closure of South U.S. 281 and East Old Business 83 for the 12th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 17, 2018 from 7:00 a.m. to 11:00 a.m.

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 wishes to enter into an agreement with TXDOT to host the City's 12th Annual 5K Run/Walk.

Financial Consideration: N/A

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
City Management Office

Created/Initiated - 01/30/2018
Approved - 01/31/2018
Final Approval - 01/31/2018

RESOLUTION R-2018-__

**A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO
ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC
TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR**

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting
by and through the Texas Department of Transportation for temporary closure of a
street for public event.

That the closure of South U.S. 281 and East Old Business 83 for the purpose of
conducting the 12th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 17, 2018
from 7:00 a.m. to 11:00 a.m.

That all rules and procedures of 43 Tex. Adm. Code Section 22.12 have been
established for the temporary closure of a segment of the State highway system and
this agreement has been developed in accordance with the rules and procedures.

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

PASSED AND APPROVED this 5th day of February 2018, by the Board of
Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

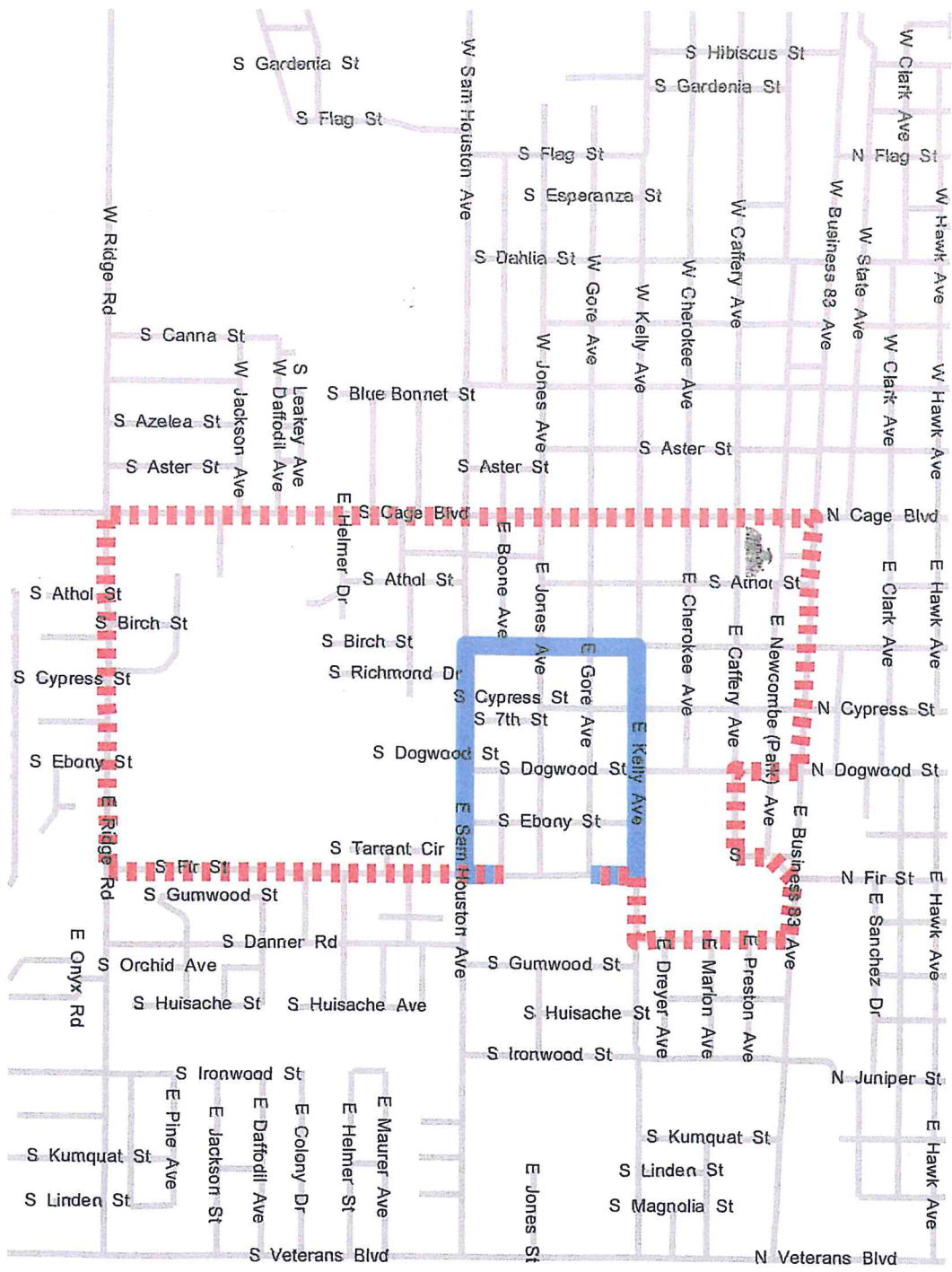
ATTEST:

HILDA PEDRAZA, CITY CLERK

City of Pharr- Parks and Recreation 5K on St. Patrick's Day Run/Walk



Run Route
 1 Mile Fun Run
 5K Route





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: February 1, 2018

MEETING DATE: February 5, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on request to close streets for the 12th Annual St. Patrick's Day Run/Walk on Saturday, March 17, 2018 from 7:00 a.m. to 11:00 a.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

The City of Pharr is requesting the authorization from City Commission to close the following streets for the 12th Annual 5K on St. Patrick's Day Run/Walk scheduled for Saturday, March 17, 2018 from 7:00 a.m. to 11:00 a.m.

- East Sam Houston between Cage Blvd. and Danner
- East Boone St. between Cage Blvd. and Fir St.
- East Jones St. between Cage Blvd. and Fir St.
- East Gore St. between Cage Blvd. and Fir St.
- East Kelly St. between Gumwood
- East Tarrant St.
- East Helmer St.
- East Freida St.
- East Ridge Rd. between Cage Blvd. and Danner
- South Birch St. and East Ridge Rd.
- South Cypress St. and East Ridge Rd.
- East Condesa St. and Cage Blvd.
- East McDonald Ave. and Cage Blvd.
- East Cherokee St.
- East Caffery St.

- East Newcombe St.
- South Athol St. and East Business 83
- South Birch St. and East Business 83
- South Cypress St. and East Business 83
- South Dogwood St. and East Business 83
- South Fir St. and East Business 83
- South Gumwood St. and East Business 83
- South Gumwood St. and East Preston Ave.
- South Gumwood St. and East Marion Ave.
- South Gumwood St. and East Dreyer Ave.
- South Veterans Blvd. "I Road" and East Sam Houston

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Sergio Alanis
City Management Office

Created/Initiated - 02/01/2018
Approved - 02/01/2018
New -



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: February 1, 2018

MEETING DATE: February 5, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any on waiving all green fees for P-SJ-A ISD golf tournament on Saturday, February 3, 2018.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: P-SJ-A ISD is wishing to host a golf tournament and is asking that the City waive all green fees

Financial Consideration: They wish to have green fees and cart fees of \$2,400 be waived.

Staff Recommendation: City Commission approve this item.

Alternatives:

ROUTING:

Elva Guajardo
Sergio Alanis
City Management Office

Created/Initiated - 02/01/2018
Approved - 02/02/2018
New -



PSJA Early College High School

*Pharr-San Juan-Alamo ISD
Alejandro Elias, Principal*

TO THE CITY COMISSION OF PHARR,

The P.S.J.A. Bears Baseball Team is planning a golf tournament on February 3rd, 2018 at Tierra Del Sol golf club. We hope that with your help we will be able to reach our goals.

We are respectfully requesting members of the city commission to help us by waiving green fees and cart fees for our tournament in order to be able to help the baseball program reach maximum profit to be able to give scholarships and pay for out of town trips for our team. As you can imagine, the Bears are excited for the beginning of the upcoming season and with your help and support, we will be able to provide our athletes with the best possible equipment and attire as well. Our baseball budget is clearly not enough to pay for all expenses it takes to expose our athletes to the next level. We truly appreciate any help the city of Pharr can help us with!

We welcome your support in order for our kids to enjoy the season this year. Your support is GREATLY APPRECIATED!!!!!!

THANK YOU,

**Marco Guajardo
Asst. Athletic Coordinator
Head Baseball Coach
354-2300 ext. 6029
marco.guajardo@psjaisd.us**



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: January 19, 2018

MEETING DATE: February 5, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR:

Agenda Item: Consideration and action, if any, on Viva Fresh Summit Sponsorship and Booth for \$10,000.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On January 17, 2018, the Bridge Board approved the Viva Fresh Summit Sponsorship and Booth for \$10,000.

Financial Consideration: \$10,000.

Staff Recommendation: Approval to participate in the Viva Fresh Summit Sponsorship and Booth for \$10,000. The Pharr International Bridge has participated since 2013 at the Gold Level Sponsorship and this year we will be allowed a speaking opportunity during the Conference to present the projects on the USA and Mexico side.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 01/19/2018

Luis Bazan

Approved - 01/19/2018

Patricia Rigney

Approved - 01/23/2018

Karla Moya

Approved - 01/30/2018

City Management Office

Final Approval - 01/31/2018

2018 SPONSORSHIP OPPORTUNITIES

VIVA★FRESH™

PRODUCE EXPO
GATEWAY TO THE AMERICAS



SAN ANTONIO★TEXAS

JW MARRIOTT HILL COUNTRY RESORT AND SPA

APRIL 5-7, 2018



VIVAFRESHEXPO.COM

BENEFITS OF SPONSORSHIP

Hosted by the Texas International Produce Association (TIPA), the fourth annual Viva Fresh Produce Expo is returning to San Antonio on April 5-7, 2018 at the luxurious JW Marriott Hill Country Resort and Spa.

Since the first Viva Fresh Expo launched in 2015, the retail and foodservice attendance has increased by 140%. Sponsoring an event at the Viva Fresh Expo provides great marketing opportunities to build your awareness with retail and foodservice attendees who are ready to do business. Put your name directly in front of a captive audience composed of your current and potential customers. There are multiple levels and benefits to sponsorship to fit any budget.

BENEFITS OF SPONSORSHIP INCLUDE:

- Reach a captive audience of retail and foodservice buyers
- Position your company as an industry leader
- Increase your company's exposure and awareness with highly visible recognition
- Attract more visitors to your booth
- Provides opportunity to increase sales

ALL SPONSOR COMPANIES WILL RECEIVE:

- Company logo/name featured on the Viva Fresh Expo website
- Listing on the sponsorship page in the Expo program
- Company logo/name will be featured on at least one e-mail newsletter
- Invitation to attend special VIP reception with retail and foodservice attendees



READY TO MAKE YOUR COMMITMENT? CONTACT TOMMY WILKINS TODAY!
SPONSORSHIP COMMITTEE CHAIR | 956-377-5301 | TOMMY@GROWFARMSTX.COM

SPONSORSHIP LEVELS

PLATINUM LEVEL: \$15,000 AND UP

- Company listed as a Platinum Level Sponsor in Viva Fresh Expo program
- Complimentary full-page advertisement in the Viva Fresh Expo program
- Use of TIPA/VIVA Fresh logo throughout the year with approval by TIPA Executive Board
- Company logo on sponsors page on Viva Fresh Expo website's home page
- Company logo included on monthly e-newsletters distributed to expansive list of retail/foodservice contacts and exhibitors
- First chance to reserve premium exhibit space in central aisle (applicable for those companies eligible to reserve a booth)
- 1 complimentary Golf Hole sponsorship at the Viva Fresh Open
- 5 booth badges in addition to the 5 received with the booth space (10 total) that includes:
 - Entry to the VIP Reception
 - Entry to the VIP Welcome Reception
 - Entry to the VIP Keynote Luncheon
- Reserved table seating at all Viva events
- Company logo/name on select Viva Fresh Expo signage
- Company logo/name included on presentations throughout Viva Fresh Expo events
- Guarantee a block of up to 10 hotel rooms in the conference hotel up to 60 days before the Expo
- 4 complimentary rounds of golf at the Viva Fresh Open

GOLD LEVEL: \$10,000 - \$14,999

- Company listed as a Gold Level Sponsor in Viva Fresh Expo program
- Complimentary full-page advertisement in the Viva Fresh Expo program
- Use of TIPA/VIVA Fresh logo throughout the year with approval by TIPA Executive Board
- Company logo on sponsors page on Viva Fresh Expo website
- Premium exhibit space on either sponsors' row (space permitting) or premium end caps (applicable for those companies eligible to reserve a booth)
- 1 complimentary Golf Hole sponsorship at the Viva Fresh Open
- 3 booth badges in addition to the 5 received with the booth space (8 total) that includes:
 - Entry to the VIP Reception
 - Entry to the VIP Welcome Reception
 - Entry to the VIP Keynote Luncheon
- Reserved table seating at Keynote luncheon
- Company logo/name on select Viva Fresh Expo signage
- Company logo/name included on presentations throughout Viva Fresh Expo events
- 2 complimentary round of golf at the Viva Fresh Open

SILVER LEVEL: \$5,000 - \$9,999

- Company listed as a Silver Level Sponsor in Viva Fresh Expo program
- Complimentary half-page advertisement in the Viva Fresh Expo program
- Use of TIPA/VIVA Fresh logo throughout the year with approval by TIPA Executive Board
- Company logo on sponsors page on Viva Fresh Expo website
- Prime exhibit space, if available (applicable for those companies eligible to reserve a booth)
- Does not include additional booth badges
- Company logo/name on select Viva Fresh Expo signage
- 2 complimentary VIP Reception ticket

BRONZE LEVEL: \$4,999 AND BELOW

- Company listed as a Bronze Level Sponsor in Viva Fresh Expo program
- Company logo on sponsors page on Viva Fresh Expo website
- Company logo/name on select Viva Fresh Expo signage
- Does not include additional booth badges
- 1 complimentary VIP Reception ticket

SPONSORSHIP OPPORTUNITIES

Once you choose a sponsorship level, you can determine from the list below what events you'd like to sponsor or you can choose to just sponsor an individual event.

~~KEYNOTE SPEAKER SPONSOR: \$30,000~~

~~(1 SPONSOR OR 2 SPONSORS AT \$15,000 EACH)~~

- Company name and logo featured on Keynote Session signage
- Representative from the company can introduce the speaker
- Reserved seating at Keynote Session
- Also qualifies for Platinum Level Sponsorship Benefits (see details on page 3)

~~HOTEL KEY CARD: \$15,000~~

~~(1 SPONSOR)~~

- Sponsor logo and graphics printed on front of key card
- Key card will be handed out to all expo hotel guests including exhibitors and retail/foodservice attendees
- Also qualifies for Platinum Level Sponsorship Benefits (see details on page 3)

~~PREMIUM GIFT: \$15,000~~

~~(1 SPONSOR)~~

- Sponsor is allowed to select premium item that can include company logo to be given to all exhibitors
 - Item will be handed out to exhibitors when they check in for the Expo
- Company name and logo will be featured on card included with gift item
- Also qualifies for Platinum Level Sponsorship benefits (see details on page 3)

~~VIP RETAILER/FOODSERVICE GIFT BASKET: \$12,000~~

~~(1 SPONSOR)~~

- Company name and logo will be featured on card included in the basket
- Company product (2) and premium items to be included in basket
 - Sponsor has the option to cover the cost of the premium items and product to be included as part of this sponsorship fee
- Also qualifies for Platinum Level Sponsorship Benefits (see details on page 3)

~~ATTENDEE NAME BADGE LANYARD: \$15,000~~

~~(1 SPONSOR)~~

- Company name featured on lanyard given to all attendees and exhibitors
- Also qualifies for Platinum Level Sponsorship Benefits (see details on page 3)

~~VIRTUAL FIELD TOUR: \$30,000 PER SPONSOR~~

~~(2 SPONSORS)~~

- Company logo will be featured on event signage
- Company name will be announced at start of virtual field tour
- Company will work in collaboration with the Viva Fresh Education Committee Chair to review and approve the concept, format, materials and overall presentation to ensure a quality interactive seminar
- Also qualifies for Platinum Level Sponsorship Benefits (see details on page 3)



SPONSORSHIP OPPORTUNITIES

~~EXHIBIT HALL AREA BANNER 11D: \$10,000~~

(1 SPONSOR)

- Banner Size: 20' W x 6' H
- Banner Location: located above entry doors into exhibit hall
- Sponsor will be allowed to either provide branded design or work with the expo designer to create banner design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Gold Level Sponsorship benefits (see details on page 3)

~~EXHIBIT HALL AREA BANNER 11G: \$10,000~~

(1 SPONSOR)

- Banner Size: 20' W x 6' H
- Banner Location: located above entry doors into exhibit hall
- Sponsor will be allowed to either provide branded design or work with the expo designer to create banner design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Gold Level Sponsorship benefits (see details on page 3)

~~HOTEL DOOR HANGERS: \$10,000~~

(1 SPONSOR)

- Sponsor logo and contact information will be featured on hotel door hangers to be hung on all attendee hotel doors
- Also qualifies for Gold Level Sponsorship benefits (see details on page 3)

~~COMMEMORATIVE BAG: \$7,500 PER SPONSOR~~

(5 SPONSORS)

- Company logo will be featured on the commemorative bag handed out to all attendees and exhibitors
- Company flyer can be included in commemorative bag
 - Sponsor is responsible for design, printing and shipping costs
- Also qualifies for Silver Level Sponsorship Benefits (see details on page 3)

~~WELCOME RECEPTION: \$6,000 PER SPONSOR~~

(12 SPONSORS)

- Company name will be introduced at the Welcome Reception
- Company logo will be featured on Welcome Reception signage
- Also qualifies for Silver Level Sponsorship Benefits (see details on page 3)

~~FRIDAY LUNCHEON: \$6,000 PER SPONSOR~~

(10 SPONSORS)

- Company name will be introduced at the Friday Luncheon
- Company logo will be featured on luncheon signage
- Sponsor can provide a 4" x 5" table tent for each luncheon table (1 per table)
 - Sponsor is responsible for design, printing and shipping costs
- Also qualifies for Silver Level Sponsorship Benefits (see details on page 3)



Typical Door Photo



Typical Door Photo



SPONSORSHIP OPPORTUNITIES

EXPO HALL LUNCHEON: \$6,000 PER SPONSOR

(10 SPONSORS)

- Company name will be introduced during expo
- Company logo will be featured on luncheon tables and posters
- Also qualifies for Silver Level Sponsorship Benefits (see details on page 3)

EXPO CLOSING HAPPY HOUR: \$6,000 PER SPONSOR

(6 SPONSORS)

- Company logo will be featured on happy hour signage and bar napkins
- Sponsor can provide coasters or koozies imprinted with their logo,
 - Sponsor is responsible for design, printing and shipping costs
- Also qualifies for Silver Level Sponsorship Benefits (see details on page 3)

SPONSOR'S VIP RECEPTION: \$5,000 PER SPONSOR

(5 SPONSORS)

- Company name will be introduced at the Sponsor's VIP Reception
- Company logo will be featured on event signage
- Also qualifies for Silver Level Sponsorship Benefits (see details on page 3)

FRIDAY "MEET & GREET" BREAKFAST STATIONS: \$5,000 PER SPONSOR

(5 SPONSORS)

- Company logo featured on poster and tabletop signage
- Continental breakfast stations will be located near educational sessions
- Company is allowed to supply hotel chef with featured product to be used in breakfast recipes
- Also qualifies for Silver Level Sponsorship Benefits (see details on page 3)

EXPO PRODUCT HANDLING, COLD STORAGE & TRANSPORTATION: \$5,000

(1 SPONSOR)

- Sponsor will provide refrigeration to store exhibitor's product in advance of show and deliver product to the expo before the show on Friday and Saturday as a trade-out value for sponsorship
- Also qualifies for Silver Level Sponsorship Benefits (see details on page 3)

SNAPCHAT GEO FILTER: \$5,000

(1 SPONSOR)

- Geofilters are special overlays or frame that communicate the "where and when" of a Snap in a fun way
- Attendees will be encouraged to use the SnapChat GeoFilter during the conference
- Company name will be featured on Viva Fresh Snapchat filter for duration of Expo
- Also qualifies for Silver Level Sponsorship benefits (see details on page 3)



SPONSORSHIP OPPORTUNITIES

~~WINDOW CLING 15: \$5,000 PER SPONSOR~~

(2 SPONSORS)

- Window Cling Size: approximately 6' W x 8' H
- Window Location: Level 1, near exhibit hall
- Sponsor will be allowed to either provide branded design or work with the expo designer to create (1) window cling design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Silver Level Sponsorship benefits (see details on page 3)



Window Cling 15

~~WINDOW CLING 16: \$5,000 PER SPONSOR~~

(2 SPONSORS)

- Window Cling Size: approximately 6' W x 8' H
- Window Location: Level 1, near exhibit hall
- Sponsor will be allowed to either provide branded design or work with the expo designer to create (1) window cling design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Silver Level Sponsorship benefits (see details on page 3)



Window Cling 16

~~WINDOW CLING 4B: \$4,000 PER SPONSOR~~

(4 SPONSORS)

- Window Cling Size: approximately 3' W x 8' H
- Window Location: Level 2, near registration and educational sessions area
- Sponsor will be allowed to either provide branded design or work with the expo designer to create (1) window cling design featuring company logo, product photography and messaging (following specific design parameters)
- Also qualifies for Silver Level Sponsorship benefits (see details on page 3)



Window Cling 4B

SPONSORSHIP OPPORTUNITIES

AGGIES FOR FRESH RECEPTION: \$3,500 PER SPONSOR

(5 SPONSORS)

- Company name will be introduced at the reception
- Company logo will be included on reception signage and presentation
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

5K RUN AND 1-MILE WALK: \$3,000 PER SPONSOR

(4 SPONSORS)

- Company name/logo will be featured on Run/Walk swag items provided to all participants
- Company logo will be featured on Run/Walk signage
- Sponsors are allowed to provide a branded premium item for all participants,
 - Sponsor is responsible for design, production and shipping costs
- Also qualifies for Bronze Level Sponsorship benefits (see details on page 3)

FRIDAY ESPRESSO STATION: \$3,000 PER SPONSOR

(4 SPONSORS)

- Company logo featured on poster and tabletop signage
- Company logo featured on coffee cup sleeves
- Espresso station will be located near educational sessions in high traffic area on Friday morning
- Also qualifies for Silver Level Sponsorship benefits (see details on page 3)

EXHIBIT HALL AREA BANNER 14: \$3,000 PER SPONSOR

(3 SPONSORS)

- Company logo will be featured on banner located near exhibit hall above entryway doors
- Company logo will be approximately 2' H x 3' W
- Also qualifies for Gold Level Sponsorship benefits (see details on page 3)

REGISTRATION DESK BANNERS: \$2,500 PER SPONSOR

(6 SPONSORS)

- Company logo will be featured on banner located by registration desks for duration of expo
- Also qualifies for Bronze Level Sponsorship benefits (see details on page 3)

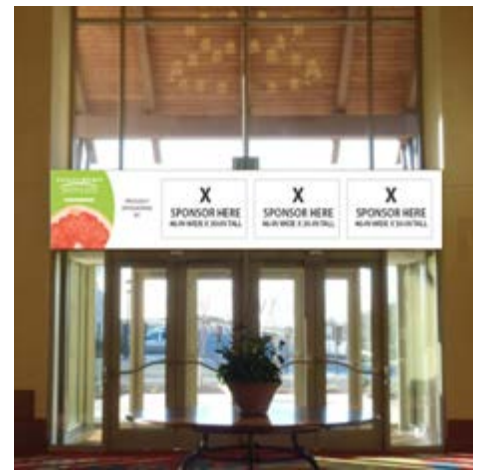


Exhibit Hall Banners



Registration Desk Banners

SPONSORSHIP OPPORTUNITIES

~~SATURDAY POP-UP DEMO EVENT: \$2,000~~

(1 SPONSOR)

- Sponsor company will work with chef to create unique food dish featuring sponsor product to distribute to expo participants during a 1-2 hour demo
- Demo station will happen on Saturday morning and placed in a high-traffic area
- Sponsor will be allowed to hand out brochures and sales materials during demo. Sponsor is responsible for design, printing and shipping costs.
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

CONFERENCE AUDIO VISUAL: \$2,000 PER SPONSOR

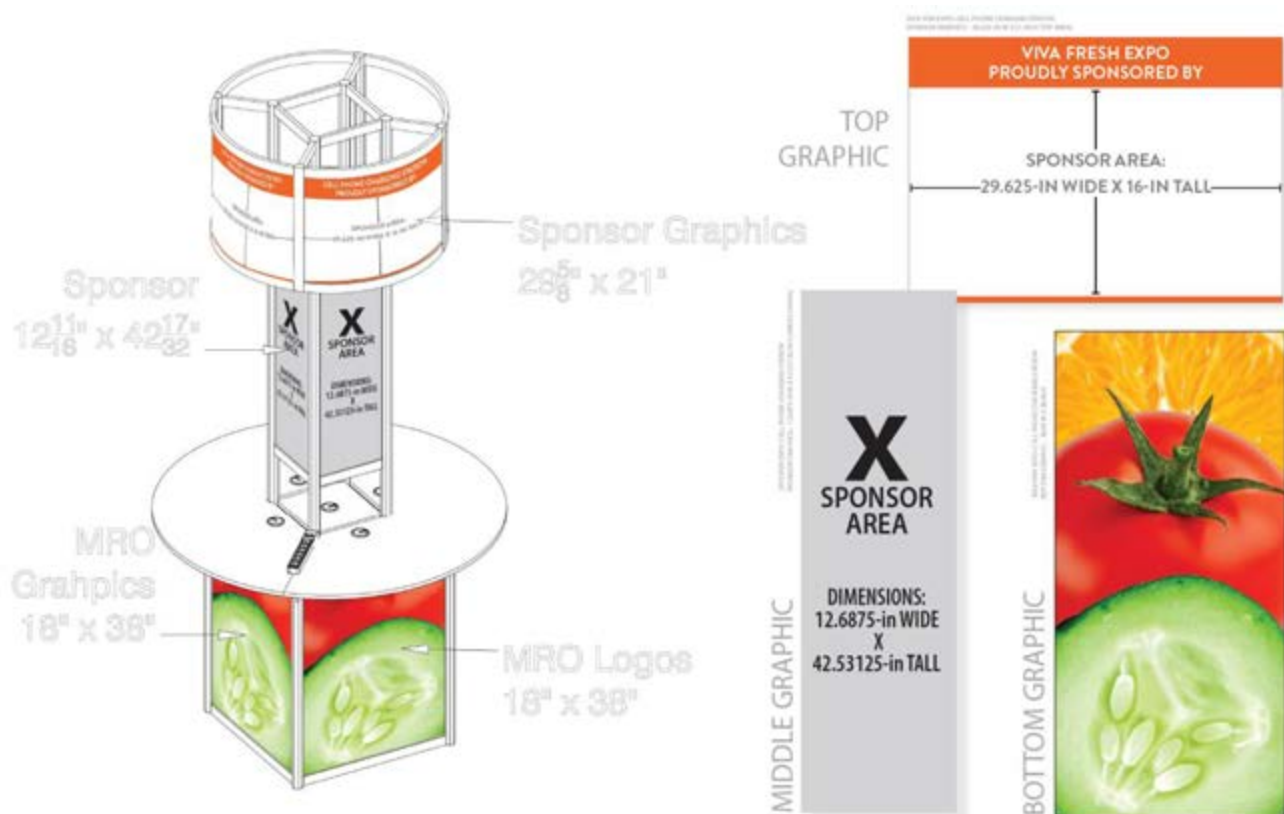
(3 SPONSORS)

- Company logo featured on expo signage
- Company name introduced at expo Educational Sessions
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

CELL PHONE CHARGING STATION: \$2,000 PER SPONSOR

(12 SPONSORS)

- Company logo will be featured on top panel and company branding allowed on middle panel
- Cell phone charging stations will be placed in high-traffic areas of the expo on both Friday and Saturday
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)



SPONSORSHIP OPPORTUNITIES

PUBLICATION BIN: \$1,500 PER SPONSOR

(4 SPONSORS)

- Company logo will be featured on Publication Bin front panel
- Publication Bin will be displayed in high-traffic areas on both Friday and Saturday
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)



FRIDAY AFTERNOON REFRESHMENT STATION: \$1,000 PER SPONSOR

(4 SPONSORS)

- Company logo featured on poster and tabletop signage
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

SATURDAY COFFEE STATION: \$1,000 PER SPONSOR

(4 SPONSORS)

- Company logo featured on poster and tabletop signage
- Coffee stations will be included in exhibit hall area for exhibitor move-in
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

VIVA FRESH OPEN GOLF TOURNAMENT SPONSORSHIPS

~~GOLF TOURNAMENT TITLE SPONSOR: \$5,000 PER SPONSOR~~

~~(2 SPONSORS)~~

- Company name will be introduced at all tournament events
- Company logo will be featured on event banners and other select signage
- Company will be listed as Title Sponsor in all tournament communications and press/media
- Also qualifies for Silver Level Sponsorship benefits (see details on page 3)

~~GOLF TOURNAMENT 19TH HOLE CELEBRATION: \$5,000 PER SPONSOR~~

~~(2 SPONSORS)~~

- Company name will be introduced at the 19th Hole Celebration
- Company logo/name will be featured on 19th Hole Celebration signage
- Company logo/name will be highlighted on other select tournament signage
- Also qualifies for Silver Level Sponsorship benefits (see details on page 3)

~~GOLF TOURNAMENT SHIRTS: \$3,500 PER SPONSOR~~

~~(2 SPONSORS)~~

- Company logo will be featured on golf tournament shirts that are provided to all players
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

~~GOLF TOURNAMENT GOLF CART/SCORECARDS: \$2,500 PER SPONSOR~~

~~(2 SPONSOR)~~

- Company logo will be featured on scorecards and golf cart signage
- Company logo/name will be highlighted on other select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

~~GOLF TOURNAMENT AWARDS CEREMONY: \$2,000 PER SPONSOR~~

~~(3 SPONSORS)~~

- Company name will be introduced during the Awards Ceremony
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship benefits (see details on page 3)

~~GOLF TOURNAMENT 19TH BEVERAGE TICKETS: \$2,000 PER SPONSOR~~

~~(2 SPONSORS)~~

- Company logo/name will be included on individual beverage tickets that are provided to all players
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)



VIVA FRESH OPEN GOLF TOURNAMENT SPONSORSHIPS

GOLF TOURNAMENT HOLE-IN-ONE SPONSORSHIP: **\$2,000**

(1 SPONSOR)

- Company name will be announced during Awards Ceremony
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

~~GOLF TOURNAMENT BEVERAGE CART: **\$2,500 PER SPONSOR**~~

(2 SPONSORS)

- Company logo will be featured on beverage cart signage
- Company logo/name will be highlighted on other select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

~~GOLF TOURNAMENT GOLF BALLS: **\$2,000**~~

(1 SPONSOR)

- Company logo will be featured on tournament golf balls
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

~~GOLF TOURNAMENT CAP SPONSOR: **\$2,000 PER SPONSOR**~~

(2 SPONSORS)

- Company logo will be featured on tournament hats that are provided to all players
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

GOLF TOURNAMENT INDIVIDUAL HOLE SPONSORSHIPS: **\$450 PER SPONSOR**

(18 SPONSORS)

- Company logo/name will be featured on signs at sponsored hole
- Company logo/name will be highlighted on other select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

GOLF TOURNAMENT LONGEST DRIVE SPONSOR: **\$500 PER SPONSOR**

(2 SPONSORS)

- Company name will be announced during Awards Ceremony
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)

GOLF TOURNAMENT CLOSEST TO THE PIN SPONSOR: **\$500 PER SPONSOR**

(2 SPONSORS)

- Company name will be announced during Awards Ceremony
- Company logo/name will be highlighted on select tournament signage
- Also qualifies for Bronze Level Sponsorship Benefits (see details on page 3)



Benefits of Sponsorship:

Sponsoring an event at the Viva Fresh Expo provides great marketing opportunities to build your awareness with retail and foodservice attendees who are ready to do business. Put your name directly in front of a captive audience composed of your current and potential customers.

There are multiple levels and benefits to sponsorship to fit any budget.

Sponsors will receive:

- Company logo featured on the Viva Produce Expo web site
- Company logo featured on highly visible Expo sponsor signage
- Listing on the sponsorship page in the Expo program
 - Free advertisement in the program for sponsors \$3,000 or greater
- For event sponsors, company name will be introduced at the event
- Sponsor's name will be featured on e-mail newsletter to attendees
- Sponsors will be invited to attend special VIP reception with retail and foodservice buyers

Benefits of sponsorship include:

- Reach a captive audience of retail and foodservice buyers
- Position your company as an industry leader
- Increase your company's exposure and awareness with highly visible recognition
- Attract more visitors to your booth
- Provides opportunity to increase sales

For complete details, please visit:

www.vivafreshexpo.com/benefits-of-sponsorship

List of Sponsorships Available:

Company chooses which available event(s) they would like to sponsor that equal the value of the sponsorship level.

- | | |
|---|---|
| ☐ Platinum Level: \$15,000 & Up | ☐ Silver Level: \$9,999-5,000 |
| ☐ Gold Level: \$14,999-10,000 | ☐ Bronze Level: \$4,999 & Below |

For a complete list of options included with your sponsorship level please visit: www.vivafreshexpo.com/sponsorship-opportunities

Sponsorship Opportunities:

Here are the available sponsorship opportunities. Once you choose a sponsorship level, you can determine from the list below what events you'd like to sponsor or you can choose to just sponsor an individual event. **For complete details, please visit: www.vivafreshexpo.com/sponsorship-opportunities.**

- | | | |
|---|--|--|
| ☐ Keynote Speaker \$15,000 (2 sponsors)
☐ Hotel Key Card \$15,000
☐ Premium Gift \$15,000
☐ VIP Retailer/Foodservice Gift Basket \$12,000
☐ Attendee Name Badge Lanyard \$15,000
☐ Virtual Field Tour \$30,000 (2 sponsors)
☐ Exhibit Hall Area Banner 11D \$10,000
☐ Exhibit Hall Area Banner 11G \$10,000
☐ Hotel Door Hanger \$10,000
☐ Commemorative Bag \$7,500 (5 sponsors)
☐ Welcome Reception \$6,000 (12 sponsors)
☐ Friday Luncheon \$6,000 (10 sponsors)
☐ Expo Hall Luncheon \$6,000 (10 sponsors)
☐ Expo Closing Happy Hour \$6,000 (6 sponsors)
☐ Friday "Meet & Greet" Breakfast Stations \$5,000 (5 sponsors) | ☐ Sponsor's VIP Reception \$5,000 (5 sponsors)
☐ Expo Product Handling, Cold Storage & Transportation \$5,000
☐ SnapChat GEO Filter \$5,000
☐ Window Cling 15 \$5,000 (2 sponsors)
☐ Window Cling 16 \$5,000 (2 sponsors)
☐ Window Cling 4B \$4,000 (4 sponsors)
☐ Aggies for Fresh Reception \$3,500 (5 sponsors)
☐ 5K Run and 1-Mile Walk \$3,000 (4 sponsors)
☐ Friday Espresso Station \$3,000 (4 sponsors)
☐ Exhibit Hall Area Banner 14 \$3,000 (3 sponsors)
☐ Registration Desk Banners \$2,500 (6 sponsors)
☐ Saturday Pop-Up Demo Event \$2,000
☐ Conference Audio Visual \$2,000 (3 sponsors)
☐ Cell Phone Charging Station \$2,000 (12 sponsors)
☐ Publication Bin \$1,500 (4 sponsors) | ☐ Friday Afternoon Refreshment Station \$1,000 (4 sponsors)
☐ Saturday Coffee Station \$1,000 (4 sponsors)
☐ GT Title \$5,000 (2 sponsors)
☐ GT 19th Hole \$5,000 (2 sponsors)
☐ GT Shirts \$3,500 (2 sponsors)
☐ GT Cart/Scorecards \$2,000 (2 sponsors)
☐ GT Awards Ceremony \$2,000 (3 sponsors)
☐ GT 19th Beverage Tickets \$2,000 (2 sponsors)
☐ GT Hole In One \$2,000
☐ GT Beverage Cart \$2,500 (2 sponsors)
☐ GT Golf Balls \$2,000
☐ GT Cap \$2,000 (2 sponsors)
☐ GT Individual Hole \$450 (18 sponsors)
☐ GT Longest Drive \$500 (2 sponsors)
☐ GT Closest to the Pin \$500 (2 sponsors) |
|---|--|--|

Registration Form

Mail to: Viva Fresh Produce Expo, 901 Business Park Drive, Ste. 500, Mission, TX 78572
Email to: lilly.garcia@texipa.org or fax to: 956.581.3912

Name: _____

Billing Address: _____

Company: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Phone: _____

Method of Payment:

- ☐ Check Enclosed (make checks payable to Viva Fresh Produce Expo)
☐ Master Card ☐ Visa ☐ Discover ☐ AMEX

Credit Card # _____

Expiration Date: _____ CSC #: _____

Name on Card: _____

Signature: _____

For more sponsorship opportunities contact Tommy Wilkins at 956.377.5301 or email tommy@growfarmstx.com



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.G.

DATE SUBMITTED: January 19, 2018

MEETING DATE: February 5, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on PMA Fresh Summit Annual Conference Texas Town Pavilion for \$8,600.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On January 17, 2018, the Bridge Board approved the PMA Fresh Summit Annual Conference Texas Town Pavilion in the amount of \$8,600.

Financial Consideration: \$8,600

Staff Recommendation: Approval to participate in the PMA Fresh Summit Annual Conference Texas Town Pavilion. The Pharr International Bridge has participated in this event for the last four years and would like to continue to promote the bridge and increase the crossings at the Pharr International Bridge.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 01/19/2018

Luis Bazan

Approved - 01/19/2018

Patricia Rigney

Approved - 01/23/2018

Karla Moya

Approved - 01/30/2018

City Management Office

Final Approval - 01/31/2018



Exhibitor's Contract

2018 PMA Texas Town Pavilion

Please sign and fax to 956.581.3912

The following is a list of TIPA rules which exhibitors are expected to adhere to in conjunction with PMA Rules and Regulations.

1. Each exhibitor **must be a member** of the **Texas International Produce Association** and be in good financial standing with the association.
2. Prior to the show, full payment for booth space and a \$5.00 sq/ft maintenance fee is **DUE UPON RECEIPT OF TIPA INVOICE**. In the event of a cancellation, the booth space portion of this invoice is non-refundable as TIPA has already been charged by PMA.
3. After the show, exhibitors will be invoiced for any and all expenses incurred during the Expo. Payment is **DUE UPON RECEIPT OF TIPA INVOICE**.
4. Invoices must be paid in full upon receipt. The system of "installments" has been abused in the past and TIPA can no longer afford to offer that service.
5. It is the responsibility of each exhibitor to set-up/tear-down their booth (i.e. empty trash cans, put up company-specific décor, etc.), while it is TIPA's responsibility to set-up/tear-down Texas Town (i.e. backdrop, lighting, unload and reload packing crates/pallets).
6. In order to maintain a consistent Texas Town image, exhibitors:
 - a. **must purchase** graphics for their booths including a back-lit panel and an overhead arched sign with your company's name/logo.
 - b. **shall not** cover the back-lit panels and sign with another back-drop or product.
7. **Exhibitors may not begin to tear down their booth until the *last day* of the Expo at PMA's posted ending time. Failure to comply with this rule will result in a \$500 fine.**
8. Any entertainment provided by the exhibitor must be approved by the TIPA Board. The exhibitor will be required to submit a detailed "booth entertainment" plan to the board no less than two months prior to the start of Fresh Summit. Failure to comply will result in immediate removal of unapproved entertainment the day of the show and loss of ability to exhibit at future Texas Town events.
9. Exhibitor **must** keep a representative at the booth at all times during Expo hours.
10. It is the responsibility of the exhibitor to make all of their own travel and hotel arrangements.
11. Any and all orders must go through the Texas Town coordinator (i.e. furniture, cold storage, carpet, etc.).

If the above rules are not followed, you risk forfeiting your option to exhibit in the Texas Town Pavilion next year.

I agree, as my company's representative, to abide by these rules (please sign below).

Name: _____ Date: _____

Company: _____

PMA Fresh Summitt 2018

10X10 1829	10X10 1928
---------------	---------------

10X10 1727	10X10 1826
---------------	---------------

10X10 1927	10X10 2026
---------------	---------------

Jade Produce
20X30
1833

Grande Produce
20X20
1623

Chula Brand
20X30
1719
Contract Signed

Traveler Produce
Eagle Cold
Storage 20X20 -
1821

Sweet Season
20X30
1919
Contract Signed

Triple H Company
20X30
2629

Montero Farms
20X20
2626 Contract
Signed

Mr. Lucky
20X20
1617

London Fruit
20X20
1815

Spring
Valley
Fruits
10X20
CS

10X10

10X20

10X10

Lone
Star
10X20
C.S.

Marengo Foods
20X20
1809

Port
Laredo
10X20
CS

Phillip
10X10 CS

Pharr
Int'l
Bridge
10X20

10X10

ECA
10X20

Fox Packaging
20X30
1801

6	10X20	1200
5	20X20	2000
5	20X30	3000
10	10X10	1000
		7200

#1800

#1901

Orlando, FL

Expo Dates:
Friday, October 19 - Saturday, October 20

Cost: 10X10 - \$4,300

Cost: 10X20 - \$8,600

Cost: 10X30 - \$12,900

Cost: 20X20 - \$17,200

Cost: 20X30 - \$25,800



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.H.

DATE SUBMITTED: February 1, 2018

MEETING DATE: February 5, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, ratifying donation of \$7,500 to UTRGV Athletics Program.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Donation to UTRGV Athletics Program for their baseball season games.

Financial Consideration: \$7,500.00

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Karla Moya

City Management Office

Created/Initiated - 02/01/2018

Approved - 02/01/2018

Final Approval - 02/01/2018



The University of Texas Rio Grande Valley
Department of Intercollegiate Athletics
vclub@utrgv.edu
Office (956) 665-2221
Fax (956) 665-2261

February 1, 2018

City of Pharr
P.O. Box 1729
118 S. Cage Blvd
Pharr, Texas 78577

Invoice for Baseball Suite at UTRGV Baseball Stadium – Suite 5

Summary:

\$5,000.00 required donation to UTRGV Athletics

\$2,500.00 payment for 20 season tickets

\$7,500.00 Total Amount Due

Invoice Details

City of Pharr

<i>Date:</i>	12/7/2017
<i>Designation:</i>	Baseball Suite
<i>Total Amount:</i>	\$7,500.00

Please make checks payable to: UTRGV Athletics

PREPARING OUR STUDENT-ATHLETES FOR EXCELLENCE IN LIFE



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.I.

DATE SUBMITTED: February 1, 2018

MEETING DATE: February 5, 2018

FROM: Yesenia Ennis, Payroll Coordinator

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on RGV Chapter TSCPA Sponsorship for Professional Education Courses.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Agenda item for Administration to contribute \$4,000 to sponsor the RGV Chapter TSCPA professional education courses.

Financial Consideration: \$4,000

Staff Recommendation: To approve item for sponsorship as requested by City Manager's office.

Alternatives: N/A

ROUTING:

Yesenia Ennis

Anali Alanis

Karla Moya

City Management Office

Created/Initiated - 02/01/2018

Approved - 02/01/2018

Approved - 02/01/2018

Final Approval - 02/01/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.

DATE SUBMITTED: January 31, 2018

MEETING DATE: February 5, 2018

FROM: Gary Rodriguez, Events Center
Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from PSJA ISD for waiving of rental fees to use the Pharr Events Center on Tuesday, February 13, 2018 from 12:00 pm - 3:00 pm for the PTI Valentine's Dance.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: PSJA ISD is requesting waiving of rental fees for Pharr Events Center for Tuesday February 13 for Valentine's Day Dance

Financial Consideration: Amount to be waived, if approved, would be the Facility Non-Profit Rate of \$1,000.

Staff Recommendation: Date is available and staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 01/31/2018
Approved - 01/31/2018
Final Approval - 01/31/2018



PHARR-SAN JUAN-ALAMO ISD

Office of Support Services

Rene Campos, Asst. Superintendent for Support Services

January 12, 2018

City of Pharr
Juan Guerra, City Manager
118 S. Cage
Pharr, TX 78577

Dear Mr. Guerra:

The Pharr-San Juan-Alamo Independent School District is requesting the use of the Boggus Ford Events Center to host the PTI/LIFE Valentine's Dance on **Tuesday, February 13, 2018 from 12:00 PM to 3:00 PM.**

We greatly appreciate your support in making a difference in PSJA and for being our partner in education. If you have any questions or need additional information, please call me at (956) 354-2053.

Sincerely,

Rene Campos
Asst. Superintendent for Support Services

START COLLEGE NOW! COMPLETE EARLY! GO FAR!

601 E. Kelly St., Pharr, TX 78577 P: (956) 354-2000 F: (956) 354-3001 www.psjaisd.us

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



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.K.

DATE SUBMITTED: January 31, 2018

MEETING DATE: February 5, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from PSJA ISD to waive rental fees to use the Pharr Events Center on Wednesday, May 2, 2018 for the PSJA TSTEM ECHS Annual Banquet; Wednesday, May 9, 2018 for the PSJA Southwest ECHS Annual Banquet; Monday, May 14, 2018 for the PSJA North ECHS Annual Banquet; Tuesday, May 15, 2018 for the PSJA ECHS Annual Banquet; Wednesday, May 16, 2018 for the PSJA Memorial ECHS Annual Banquet; and Wednesday May 26, 2018 for the PSJA Thomas Jefferson TSTEM ECHS Graduation.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: PSJA ISD request for waiving of rental fees to use the Pharr Events Center on six dates in May of 2018.

Financial Consideration: Amount to be waived, if approved, is the Facility Non-Profit Rate of \$1,000 a day for six days for a total of \$6,000.

Staff Recommendation: Dates are available and staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 01/31/2018
Approved - 01/31/2018
Final Approval - 01/31/2018

October 10, 2017

City of Pharr
Juan Guerra, City Manager
118 S. Cage
Pharr, TX 78577

Dear Mr. Guerra:

The Pharr-San Juan-Alamo Independent School District is requesting the use of the Boggus Ford Event Center for our annual 2017-2018 DAP Banquets for Early College High Schools. The dates being requested are as follows:

- PSJA TSTEM ECHS Wednesday, May 2, 2018
- PSJA Southwest ECHS Wednesday, May 9, 2018
- PSJA North ECHS Monday, May 14, 2018
- PSJA ECHS Tuesday, May 15, 2018
- PSJA Memorial ECHS Wednesday, May 16, 2018

In addition, I am requesting the use of the events center for the PSJA Thomas Jefferson TSTEM Early College High School graduations on **Wednesday, May 23, 2018.**

We greatly appreciate your support in making a difference in PSJA and for being our partner in education. If you have any questions or need additional information, please call me at (956) 354-2053.

Sincerely,



Rene Campos
Asst. Superintendent for Support Services



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.L.

DATE SUBMITTED: January 31, 2018

MEETING DATE: February 5, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from PSJA ISD for waiving of rental fees to use the Pharr Events Center on Tuesday, May 1, 2018 from 6:30 am - 4:30 pm to host the M.O.V.E. event.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: PSJA ISD requesting waiving of rental fees to use Pharr Events Center on Tuesday May 1, 2018.

Financial Consideration: Amount to be waived, if approved, is the Facility Non-Profit Rate of \$1,000.

Staff Recommendation: Date is available and staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 01/31/2018
Approved - 01/31/2018
Final Approval - 01/31/2018



PHARR-SAN JUAN-ALAMO ISD

Office of Support Services

Rene Campos, Asst. Superintendent for Support Services

January 19, 2018

City of Pharr
Juan Guerra, City Manager
118 S. Cage
Pharr, TX 78577

Dear Mr. Guerra:

The Pharr-San Juan-Alamo Independent School District is requesting the use of the Boggus Ford Events Center to host the M.O.V.E. Event on **Tuesday, May 1, 2018 from 6:30 AM to 4:30 PM.**

We greatly appreciate your support in making a difference in PSJA and for being our partner in education. If you have any questions or need additional information, please call me at (956) 354-2053.

Sincerely,

Rene Campos
Asst. Superintendent for Support Services

START COLLEGE NOW! COMPLETE EARLY! GO FAR!

601 E. Kelly St., Pharr, TX 78577 P: (956) 354-2000 F: (956) 354-3001 www.psjaisd.us

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



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.M.

DATE SUBMITTED: January 31,
2018

MEETING DATE: February 5, 2018

FROM: Gary Rodriguez, Events Center
Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from STAR Gala Board of Directors to waive rental fees to use Pharr Events Center on March 3, 2018 for STAR Premium Sale fundraiser.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: STAR Board of Directors request waiving of fees to use Pharr Events Center for fundraiser on March 3, 2018.

Financial Consideration: Amount to be waived, if approved, would be Facility Non-Profit Rate of \$1,000

Staff Recommendation: Date is available and staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 01/31/2018
Approved - 01/31/2018
Final Approval - 01/31/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.N.

DATE SUBMITTED: January 31, 2018

MEETING DATE: February 5, 2018

FROM: Gary Rodriguez, Events Center
Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from Lower Rio Grande Valley Development Council to waive rental fees to use Pharr Events Center on Wednesday, February 14, 2018 from 1:00 pm - 5:00 pm for RGV2020 Stakeholder Forum.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: LRGVDC Requests waiving of rental fees to use Pharr Events Center from 1-5pm on Wednesday February 14, 2018.

Financial Consideration: Amount to be waived, if approved, would be the Facility Non-Profit Rate of \$1,000.

Staff Recommendation: Date is available and staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 01/31/2018
Approved - 01/31/2018
Final Approval - 01/31/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.O.

DATE SUBMITTED: January 31, 2018

MEETING DATE: February 5, 2018

FROM: Gary Rodriguez, Events Center
Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from Migrants In Action to waive rental fees to use the Pharr Events Center on Wednesday, March 28, 2018 from 8:30 am - 2:30 pm for the 2018 Migrant Student Conference.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: James Keller, on behalf of Migrants In Action, is requesting waiving of rental fees to use Pharr Events Center on Wednesday March 28, 2018.

Financial Consideration: Amount to be waived, if approved, would be the Facility Non-Profit Rate of \$1,000.

Staff Recommendation: Date is available and staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 01/31/2018
Approved - 01/31/2018
Final Approval - 01/31/2018



KELLER REALTY

220 S. K. Center St. Ste A McAllen TX 78501 Ph: 956-686-5278 Fax: 956-682-4275

January 8, 2018

Dr. Ambrosio Hernandez
Mayor – City of Pharr
PO Box 1729
Pharr TX 78577

Dear Mayor,

Happy New Year! I hope you had a wonderful Christmas and New Years. My dad and I would appreciate your assistance with this group as they are needing a place to present their program to young women in South Texas. They would like to request the use of the Boggus Ford Events Center for their conference on March 28, 2018. Please see attached flier.

As you know, my Dad and I are residents in Pharr and have employed as many as 350 men and women valley wide and have always wanted to help the people here in the Valley.

If there is any way you can help us on this it would be greatly appreciated. As always we are ready when needed and thank you and your staff for a great 2017.

Sincerely,

A handwritten signature in blue ink, appearing to read "James C. Keller", is written over the word "Sincerely,".

James C. Keller



“Migrants in Action” in partnership with Delta Tau Lambda Sorority, Inc. & LEAP for STEM present this year’s Migrant Student Conference, “From Harvest to Harvard”. The 2018 Female Conference is entitled “Discovering the Wonder-Woman in YOU, through Empowerment, Leadership an Education

“Migrants in Action” mission is to provide leadership and educational opportunities to one of the most marginalized sub-group in our public schools – the migrant students. Migrant students and their families are the countries’ reason for having fruits and vegetables on our dinner tables every day; they uproot from their homebase to harvest the seasonal crops all over America.

“Discovering the Wonder-Woman in YOU”, is specifically designed to empower the young girls in our public schools through the inspirational and motivational heroic figures of our communities that have overcome similar obstacles and managed to rise and become real-life Wonder-Women.

Details are as follow

When:	Wednesday March 28, 2018 (DEADLINE; MARCH 9. 2018)
Time:	8:30 AM- 2:30 PM
Where:	TBA
Who:	Middle & High School Migrant Females Only

!



“We cannot seek achievement for ourselves and forget about the progress and prosperity for our community. Our ambitions must be broad enough to include the aspirations and needs of others for their sake and for our own.” Cesar Chavez



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.P.

DATE SUBMITTED: January 31, 2018

MEETING DATE: February 5, 2018

FROM: Gary Rodriguez, Events Center
Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from American Cancer Society to waive rental fees to use Pharr Events Center for the Annual Cattle Barons Ball fundraiser on Saturday, September 22, 2018.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: American Cancer Society is requesting waiving of fees to use Pharr Events Center on Saturday September 22, 2018 for Annual Cattle Barons Ball Fundraiser.

Financial Consideration: Amount to be waived, if approved, would be the Facility Non-Profit Rate of \$1,000.

Staff Recommendation: Date is available and staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 01/31/2018
Approved - 01/31/2018
Final Approval - 01/31/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.Q.

DATE SUBMITTED: January 30, 2018

MEETING DATE: February 5, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the City of Pharr International Bridge Facility Expansion and Renovations Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

This request is to advertise for bids for the City of Pharr International Bridge Facility Expansion and Renovations Project. This Building expansion and renovations is needed to meet the growing staff needs of the Pharr International Bridge Department.

Financial Consideration: Architect's Opinion of Probable Cost is \$1,000,000

Staff Recommendation: Staff recommends approval of authorization to advertise a solicitation for formal sealed bids for the City of Pharr International Bridge Facility Expansion and Renovations Project.

Alternatives: None

ROUTING:

Omar Anzaldua

Created/Initiated - 01/30/2018

Omar Anzaldua

Approved - 01/30/2018

Karla Moya

Approved - 01/31/2018

Sandra Zamora

Approved - 01/31/2018

City Management Office

Final Approval - 01/31/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.R.

DATE SUBMITTED: January 29, 2018

MEETING DATE: February 5, 2018

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order Number 3 for the South Pharr Development & Research Center (Part A) and Exhibit Hall (Part B) (Bid Number 1617-01-528-0021)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Change Order Number 3 is for several owner requested additions to the contract. Work includes installation of a dumpster pad with enclosure, bus stop pad, and rough-in for security tower. The last item, relocation of transformer pad, was required by Magic Valley to provide power to the new facility. An additional 28 days is being requested to complete work.

Financial Consideration: Exhibit Hall (Part B)

Original Contract: \$1,209,000.00

Change Order Number 1: \$2,350.50

Change Order Number 2: \$10,968.65

Change Order Number 3: \$27,895.77

Revised Contract: \$1,250,214.92

Development & Research Center (Part A) and Exhibit Hall (Part B)

Original Contract: \$3,642,000.00

Change Order Number 1: \$2,350.50

Change Order Number 2: \$10,968.65

Change Order Number 3: \$27,895.77

Revised Contract: \$3,683,214.92

Staff Recommendation: Staff recommends approval of Change Order Number 3 to

add \$27,895.77 to the Exhibit Hall (Part B) contract.

Alternatives: None.

ROUTING:

Maria Rangel	Created/Initiated - 01/29/2018
Omar Anzaldua	Approved - 01/30/2018
Karla Moya	Approved - 01/31/2018
Sandra Zamora	Approved - 01/31/2018
City Management Office	Final Approval - 01/31/2018

Holchemont, Ltd.

900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: Natanael Perez
The Warren Group Architects
1801 S. 2nd Street
Suite 330
McAllen, TX 78503
Ph: 956-994-1900 Fax: 956-994-1962

Number: CR #07
Date: 11/30/17
Job: 1702-DRC-03 Pharr Development Research Ctr
Phone:

Description: Change Request #07 - Dumpster Enclosure

We are pleased to offer the following specifications and pricing to make the following changes:

Dumpster Pad:	\$8,291.17
Bus Stop Pad:	\$2,924.51
Masonry:	\$4,900.09
Bollards & Gate:	\$2,450.00
Paint:	\$2,000.00
Trash Removal & Disposal:	\$500.00
GC OH&P:	\$2,527.89
Bond Fee:	\$315.99

The total amount to provide this work is \$23,909.65

Please note that Holchemont, Ltd. will require an extra 14 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Samantha Guerra
Holchemont Ltd.

Approved by: _____
Date: _____

LA FERIA EXCAVATION, INC.
29130 ADAMS DRIVE
LA FERIA, TEXAS 78559
956-797-1390

DATE: 11/27/2017

DUMPSTER PAD & BUS STOP PAD

JOB: SOUTH PHARR RESEARCH & EXHIBIT

PROPOSAL

TO: HOLCHEMONT

ITEM	DESCRIPTION	UNIT	COST	QUANTITY	TOTAL
DUMPSTER PAD					
DEMO					
1	DEMO CURB & HAUL OFF	LS	\$146.00	1	\$146.00
				TOTAL:	\$146.00
DUMPSTER PAD					
1	EXCAVATE DUMPSTER PAD & LEAVE ON SITE	CY	\$10.66	49	\$522.34
2	SELECT FILL DUMPSTER PAD	CY	\$28.07	40	\$1,122.80
3	9" 3500 PSI CONCRETE DUMPSTER WITH BEAMS PAD & BOLLARDS	SF	\$39.76	153	\$6,083.28
4	CURB & GUTTER	LF	\$30.87	13.5	\$416.75
				TOTAL	\$8,145.17
BUS STOP PAD					
BUS STOP PAD					
1	EXCAVATE PAD & LEAVE ON SITE	CY	\$104.51	1	\$104.51
2	6" 3000 PSI CONCRETE PAD	SF	\$23.50	120	\$2,820.00
				TOTAL:	\$2,924.51

Note: No Meters or Impact Fees Included
Note: No Concrete for Maintenance, Dumpster, Cooling, or Generator

TOTAL: \$11,215.68

involving extra costs will be executed only upon written order and will become an extra charge over and above this estimate.

GRAND TOTAL: \$11,215.68

DRAWS WILL BE SUBMITTED ON THE 25TH OF EACH MONTH AND PAYMENT NEEDS TO BE IN OUR OFFICE ON OR BEFORE THE 10TH OF THE FOLLOWING MONTH.

ACCEPTANCE OF PROPOSAL & CONTRACT

AUTHORIZED SIGNATURE

PRIME CONSTRUCTION SUBCONTRACTOR ADDITIONAL WORK PRICING FORM

COST BREAKDOWN ON WORK PERFORMED BY SUBCONTRACTOR

General Contractor Holchemont LTD

Project: South Pharr Development & Research Center

Change/Add Proposal Requested By: Holchemont LTD

Signed: 

Date:

11/16/2017

DESCRIPTION OF THE WORK (Give as much detail as possible)
Dumpster Enclosure as requested on PR1 dated 03/08/2017 received on 11/13/2017.

MATERIAL			
Quantity	Description	Cost Per	Amount
175	8" CMU spli face	\$ 2.35	\$411.25
75	8" CMU spli face Ublock	\$ 2.65	\$198.75
0.481	Cubic Yards Mortar	\$ 120.00	\$57.72
1.78	3000 PSI Grout	\$ 170.00	\$302.60
165	Hot dipped Galv. 9ga Lad	\$ 0.30	\$49.50
19	pre cast stone round corn	\$ 35.35	\$671.65
Total			\$1,691.47

Equipment			
Quantity	Description	Cost Per	Amount
1	Concrete Pump	350	\$350.00
3	Mortar Mixer	75	\$225.00
3	Masonry Saw	75	\$225.00
1	Saw Blades	150	\$150.00
		0	\$0.00
Total			\$950.00

LABOR			
Name and Title	Hours	Rate/hr	Amount
Block Layer	44	\$ 16.17	\$ 711.48
Tender	44	\$ 10.00	\$ 440.00
Forklift Operator	18	\$ 14.83	\$ 266.94
Total			\$ 1,418.42

CREDITS DUE OWNER (Give as much detail as possible)			
Charge for:	Unit	cost	Amount
Total			

Material Total	\$ 1,691.47
Equipment Total	\$ 950.00
Labor Total	\$ 1,418.42
Payroll Tax and Insurance	\$ 354.61
Credits due Owner	0
SUBTOTAL	\$ 4,414.50
OVERHEAD (10%) AND PROFIT (10%)	\$ 485.59
GRAND TOTAL	\$ 4,900.09

EXCELLENT FENCE

P.O. BOX 1093
1104 W. LOOP 374
MISSION, TX 78573
OFFICE: 956-581-5356 FAX:
956-580-4500

Estimate

Date	Estimate #
11/20/2017	872

Name / Address
HOLCHEMONT, LTD 900 N. MAIN ST MCALLEN TEXAS 78501 PH: 956-686-2901 FAX: 956-686-2925

Ship To
PHARR DRC

P.O. No.	Project

Description	Qty	Cost	Total
DUMPSTER GATE WITH GATE POST	1	1,200.00	1,200.00
BOLLARDS	3	250.00	750.00
	5	250.00	1,250.00
		Subtotal	\$1,950.00
		Sales Tax (0.0%)	\$0.00
		Total	\$1,950.00

2,450.00

Holchemont, Ltd.

900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: Natanael Perez
The Warren Group Architects
1801 S. 2nd Street
Suite 330
McAllen, TX 78503
Ph: 956-994-1900 Fax: 956-994-1962

Number: CR #11
Date: 12/15/17
Job: 1702-DRC-03 Pharr Development Research Ctr
Phone:

Description: Prep for Security Sensors in the Library

We are pleased to offer the following specifications and pricing to make the following changes:

Rough In for Security Towers at Library main entrance.

Remove & Replace Flooring
Demolish Concrete
Install Raceways for Sensors
Patch Concrete
Demolish & Patch Drywall
Paint as needed

The total amount to provide this work is \$1,898.86

Please note that Holchemont, Ltd. will require an extra 7 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Holchemont, Ltd.

900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: Natanael Perez
The Warren Group Architects
1801 S. 2nd Street
Suite 330
McAllen, TX 78503
Ph: 956-994-1900 Fax: 956-994-1962

Number: CR #05
Date: 10/17/17
Job: 1702-DRC-03 Pharr Development Research Ctr
Phone:

Description: CR #05 - Relocate Transformer

We are pleased to offer the following specifications and pricing to make the following changes:

During the week of September 25, 2017, Magic Valley Coop representative was onsite to conduct inspection of transformer pad. MVEC rep determined that the transformer needed to be moved approximately 10' west. Since then, we have relocated conduits from Exhibit Hall and DRC. Because this directly impacts our schedule as it relates to permanent power for the buildings, we proceeded with these changes after informing the City of Pharr in a construction meeting on Friday, September 29, 2017. Inclement weather during

Electrical:.....\$1,839.00

GC OH&P:.....\$220.68

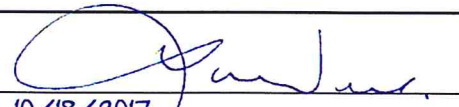
Bond Fee:.....\$27.58

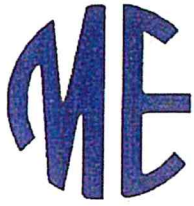
The total amount to provide this work is \$2,087.26

Please note that Holchemont, Ltd. will require an extra 7 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Samantha Guerra
Holchemont Ltd.

Approved by: 
Date: 10/18/2017



METRO
ELECTRIC, INC.
TECL# 17140

☐ **MAIN OFFICE**
1901 INDUSTRIAL DRIVE
McALLEN, TX 78504-4015
(956) 686-2323

☐ **BRANCH OFFICE**
5255 COMMERCIAL DRIVE
P.O. BOX 4270
BROWNSVILLE, TX 78523
(956) 831-7801

HARLINGEN, TX 78550
(956) 421-2600

WWW.METROELECTRIC-RGV.COM

September 29, 2017

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501

Attn: Samantha Guerra
RE: Metro Electric, Inc.
City of Pharr – Development & Research – CPR #3

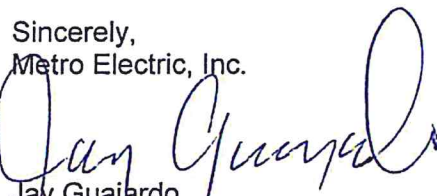
Please Add \$1,839.00 to our base contract amount for the following changes.

SCOPE OF WORK

This price is for extending the Secondary conduits 10' further West from the Exhibit Hall and DRC to new location of the Transformer as Per Magic Valley.

Should you have any questions, please advise.

Sincerely,
Metro Electric, Inc.



Jay Guajardo
Project Manager

File C.O. #2-03307

COMMERCIAL • INDUSTRIAL

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711,
1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov/complaints

Change Price Request Cost Analysis

PROJECT: City of Development & Research Center
 CONTRACTOR: Holchemont, Ltd.

DESCRIPTION OF CHANGE: Relocate Secondary conduits 10' further West from Exhibit Hall and DRC to new location of Transformer as Per Magic Valley.

Metro Electric, Inc. CPR #3

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Labor Total
2" PVC CONDUIT	50.00	\$ 65.95	C	\$ 32.98	\$ 131.56
2" PVC 90 ELBOWS	3.00	\$ 1,654.29	C	\$ 49.63	\$ 49.34
2" PVC COUPLINGS	10.00	\$ 114.22	C	\$ 11.42	\$ 19.73
#3/0 THHN COPPER WIRE	200.00	\$ 2,541.20	M	\$ 508.24	\$ 171.03
TRENCH/COMPACT/RELOCATE METER CONDUIT	10.00	\$ 2.00	E	\$ 20.00	\$ 526.24
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Subtotals				\$ 622.27	\$ 897.90

Sales Tax

\$ -

Subtotal w/ Tax

\$ 622.27

Bond

\$ -

Subtotal (Material and Labor)

\$ 1,520.16

Plus 10.00 % of (Material and Labor) For Overhead

\$ 152.02

Subtotal (Material, Labor and Overhead)

\$ 1,672.18

Plus 10.00 % of (Material, Labor, and Overhead) For Profit

\$ 167.22

Total (Material, Labor, Overhead, and Profit)

\$ 1,839.40

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1  Actual: 92° 76° T in Average: 90° 70° 0.10 in	2  Actual: 95° 76° T in Average: 90° 70° 0.09 in	3  Actual: 91° 76° 0.08 in Average: 90° 70° 0.08 in	4  Actual: 93° 78° 0.23 in Average: 90° 70° 0.07 in	5  Actual: 92° 76° 0.25 in Average: 90° 69° 0.08 in	6  Actual: 92° 72° 0.00 in Average: 89° 69° 0.07 in	7  Actual: 94° 72° 0.00 in Average: 89° 69° 0.07 in
8  Actual: 95° 74° 0.00 in Average: 89° 69° 0.08 in	9  Actual: 95° 75° 0.00 in Average: 89° 68° 0.06 in	10  Actual: 87° 64° 5.07 in Average: 89° 68° 0.07 in	11  Actual: 69° 64° 0.11 in Average: 89° 68° 0.07 in	12  Actual: 90° 66° 0.25 in Average: 88° 68° 0.07 in	13  Actual: 91° 74° 0.01 in Average: 88° 68° 0.07 in	14  Actual: 92° 76° 0.00 in Average: 88° 67° 0.07 in
15  Actual: 94° 73° 0.00 in Average: 88° 67° 0.06 in	16  Actual: 85° 63° T in Average: 88° 67° 0.06 in	17  Forecast: 84° 58° 0.0 in Average: 83° 64° 0.09 in	18  Forecast: 85° 64° 0.0 in Average: 87° 66° 0.07 in	19  Forecast: 89° 71° 0.0 in Average: 87° 66° 0.07 in	20  Forecast: 89° 73° 0.0 in Average: 87° 66° 0.06 in	21  Forecast: 93° 74° 0.0 in Average: 87° 66° 0.06 in
22  Forecast: 90° 66° 0.07 in Average: 87° 66° 0.07 in	23  Forecast: 84° 63° 0.0 in Average: 86° 65° 0.06 in	24  Forecast: 88° 63° 0.0 in Average: 86° 65° 0.06 in	25  Forecast: 84° 65° 0.0 in Average: 86° 65° 0.06 in	26  Forecast: 84° 67° 0.0 in Average: 86° 65° 0.06 in	27  Record: 94° 49° 2.17 in Average: 86° 64° 0.05 in	28  Record: 96° 45° 1.39 in Average: 85° 64° 0.06 in
29  Record: 94° 48° 1.07 in Average: 85° 64° 0.05 in	30  Record: 94° 44° 1.69 in Average: 85° 64° 0.06 in	31  Record: 95° 41° 0.44 in Average: 85° 63° 0.05 in				

Calendar Legend



Sunny
Clear



Mostly Cloudy



Partly Cloudy



Cloudy



Rain



Snow



Hail Flurries



Thunderstorms



Hazy
Fog



Sleet



? denotes
chance of



Unknown



CHANGE ORDER

Contractor: Holchemont, Ltd.

Change Order No.: 3

Project: Development & Research Center (Part A) and Exhibit
Hall (Part B)
Bid No. 1617-01-528-0021

Date: 1/29/2018

Notice to Proceed Date: 2-Feb-18

Change Order Amount: 27,895.77

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

<u>Description</u>	<u>Date</u>	<u>Amount</u>
Rough-in for security towers	15-Dec-17	\$ 1,898.86
Bus stop and dumpster pad	30-Nov-17	\$ 23,909.65
Relocate transformer pad	17-Oct-17	\$ 2,087.26
Total:		\$27,895.77

Reason for Change Order:

Owner Requested: bus stop pad, dumpster pad with enclosure, and rough-in for security tower.
Magic Valley Requirement: relocate transformer pad.

<u>Contract Price</u>		<u>Contract Time(Calendar Days)</u>	
Original Contract:	\$ 1,209,000.00	Original Completion Date:	5-Dec-17
Previous Change Order: (+/-)	\$ 13,319.15	Previous Additional Days:	5
This Change Order: (+/-)	\$ 27,895.77	Additional Days:	28
Revised Contract Amount:	\$ 1,250,214.92	Revised Completion Date:	7-Jan-18

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

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

Accepted:

_____ Contractor	_____ Authorized Signature	_____ Date
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Recommended:

_____ Project Architect	_____ Authorized Signature	_____ Date
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_____ Omar Anzaldia Jr., PE City Engineer	_____ Authorized Signature	_____ Date
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Approved:

_____ Juan Guerra City Manager	_____ Authorized Signature	_____ Date
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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.S.

DATE SUBMITTED: January 19, 2018

MEETING DATE: February 5, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on renewal of Dedicated Internet Access service with Webvision for cameras in Mexico.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On January 17, 2018, the Bridge Board approved the renewing for the Dedicated Internet Access services with Webvision for a period of 1 year for cameras in Mexico.

Financial Consideration: \$212.50 monthly for a total amount of \$2,550 a year.

Staff Recommendation: Approval to renew the Dedicated Internet Access services with Webvision for a period of 1 year for cameras in Mexico. The internet access service will allow us to view the traffic at the Aduana Mexicana and see if there are any delays or bottle necking that might affect traffic at the Port of Entry.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 01/19/2018

Luis Bazan

Approved - 01/19/2018

Patricia Rigney

Approved - 01/23/2018

Karla Moya

Approved - 01/30/2018

City Management Office

Final Approval - 02/01/2018



STATE LIC # B1946

01-5-2018

**INTERNET SERVICE PHARR INTERNATIONAL
BRIDGE/REYNOSA**

Dedicated Internet Access

RENEWAL AGREEMENT

1.0 DEDICATED INTERNET ACCESS SERVICE

1.1 Description of this agreement: This agreement covers the renewal of Dedicated Internet Access ("DIA") Service ("Service"), which is fully operational in Pharr Bridge since January 2016 and includes Point to Point Unlicensed Spectrum Fixed Wireless antennas, ethernet Router and Internet Service.

1.2 DIA Equipment and Maintenance: Service includes WEBVISION-approved router on the customer premises (CPE). A CPE router is required for the exchange of traffic between the WEBVISION Network and the Customer provided by WEBVISION at no additional charge. WEBVISION will maintain, manage and support all DIA Equipment, including all associated device configurations and operational usernames and passwords. Customer must provide WEBVISION with unrestricted access to WEBVISION-provided DIA Equipment for purposes of testing, upgrading, and other maintenance activities. Customer will provide continuous electrical service to WEBVISION-provided DIA equipment. WEBVISION will be responsible for maintenance, upgrades, repairs and any other activities to guarantee service continuity.



1.3 DIA Service Level Agreement: WEBVISION guarantees a 99.97% of service availability; including the operation of the antenna, router and Internet service at WEBVISION point of presence. The point of demarcation for Service is the physical network location to which the Customer provided DIA router is connected or, if DIA Equipment is furnished by WEBVISION, the LAN port at which interconnection takes place. Customer will provide WEBVISION with access to Customer's premises, as necessary, to facilitate Service installation, testing and maintenance requirements.

1.4 Terms and Plan

1.4.1 Service Commencement: (a) This agreement covers Dedicated Internet Service already installed or connected and successfully tested, and available for Customer use in Pharr Bridge since January of 2016 and (b) and DIA Equipment has been installed and is operational. This agreement is a renewal for DIA services already operational. Renewal will begin on January 15th of 2018.

1.4.2 Term: The minimum term of Service is one (1) year beginning on the January 15th of 2018.

1.4.3 Committed Data Rate: WEBVISION will upgrade Customer's Bandwidth plan from 10 Mb to 20 Mb Symmetrical (20 Mb Down/20 Mb Up) at no additional cost.

1.4.4 The cost of the monthly service will be of \$ 212.50 starting Jan 15 2018 To average a yearly Total of \$ 2,550.00 Dls that ends on Jan 15 2019

WEBVISION

Print Name: JOSE HERNANDEZ LEJO

Signature: [Signature] Date: 1-5-2018

CUSTOMER:

Print Name: PHARR INTERNATIONAL BRIDGE

Billing Address: 9900 S. CAGE BLVD. PHARR, TX 78577 (956) 402 4660

Signature: _____ Date: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.T.

DATE SUBMITTED: January 31, 2018

MEETING DATE: February 5, 2018

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, on renewal of a 2-year Maintenance Agreement for the Pharr Fire Department's Hazardous Materials monitors that are utilized at emergency responses.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The current 2 yr maintenance contract expired. This is a new agreement for maintenance of our hazardous material monitors that are utilized at emergency responses. This monitors are able to advise firefighters of any hazardous environments that can harm them or our citizens.

Financial Consideration: This item is budgeted yearly for maintenance of these equipment.

Staff Recommendation: Staff recommends that this contract be awarded to Gasses 101 as low bidder.

Alternatives:

ROUTING:

Leonardo Perez

Created/Initiated - 01/31/2018

Leonardo Perez

Approved - 01/31/2018

Patricia Rigney

Approved - 02/01/2018

Karla Moya

Approved - 02/01/2018

Sandra Zamora

Approved - 02/01/2018

City Management Office

Final Approval - 02/01/2018



City of Pharr

2-YR MAINTENANCE AGREEMENT - SERVICE CONTRACT FOR PHARR FIRE DEPARTMENT (SCBA) HAZARDOUS MATERIALS MONITORS

Project #1718-01-515-IPQ001-003

BIDDERS:		★ GASES 101 ROUND ROCK, TX	RTJ SAFETY ARLINGTON, TX	AIR INSTRUMENTATION OF CALIFORNIA HAYWARD, CA
Section 1 List of Equipment to be maintained:				
Two(2) MSA Altair 5X 6 gas monitors (O2,CO,H2S,LEL,and one ea.CL2, and SO2 and (a) 10.6 PIO with pump)	2			
Two(2) Rae-systems Multi-rae five gas monitor , Sensors to include (O2,CO, H2S, LeL, 10.6 pid (b) and pump)	2	★		
Two(2) Rae-systems Area-rae with (O2,CO ,H2S, (c) LeL, and 10.6 PIO with pump)	2	\$ 12,636.00	\$ 15,963.00	\$ 15,795.00
One (l) Gamma-Rae wireless detector with (O2, (d) CO, CL2,LeL,andl 0.6 PIO with pump)	1			
One(l) Rae- systems Mini-Rae 3000 PIO 10.6 (e) lamp	1			
(f) One(2) Ludlum 2241 RK.-2	1			
(g) Five(5) Rad-eye Radiation pagers	5			
Section 2 List of Supplied Equipment				
Section 3 Service & Maintenance Responsibilities;				
Section 4 Training				
		Proposed price per year	Proposed price per year	Proposed price per year

Schedule A-1 2- Year Maintenance Agreement

This Schedule is made pursuant to the terms of the Device Supply and Services Agreement dated _____ between PHARR FIRE DEPT. and "GASES 101".

The following outlines the equipment and services contemplated under this agreement by GASES 101 in addition to the responsibilities assigned to PHARR FIRE DEPT. under this agreement.

GASES 101

1. List of Equipment to be maintained:

- (a) Two(2)MSA Altair 5X 6 gas monitors (O₂,CO,H₂S,LEL,and one ea.CL₂,and SO₂ and 10.6 PID with pump)
- (b) Two(2)Rae-systems Multi-rae five gas monitor ,Sensors to include(O₂,CO,H₂S,LeL,10.6 pid and pump)
- (c) two(2)Rae-systems Area-rae with(O₂,C₀,H₂S,LeL,and 10.6 PID with pump)
- (d) One(1) Gamma-Rae wireless detector with(O₂, C₀,CL₂,LeL,and10.6 PID with pump)
- (e) One(1) Rae- systems Mini-Rae 3000 PID 10.6 lamp
- (f) One(2) Ludlum 2241 RK-2
- (g) Five(5) Rad-eye Radiation pagers

2. List of Supplied Equipment:

- (a) GASES 101 will provide up to two (1) 116 liter cyl of multi-gas mix per year.
- (b) GASES 101 will provide up to one (1) 221 liter cyl of Isobutylene 100 ppm per year
- (c) GASES 101 will provide up to one(1) 44 liter cyl of CL₂ per year
- (d) GASES 101 will provide up to one (1)44 liter cyl of SO₂ per year

3. Service and Maintenance responsibilities: 'Performance Standards'

- (a) Every 90 days Gases 101 will come on site to a specified location to inspect clean, and calibrate the instrumentation outlined in section 1.a.
- (b) GASES 101 will perform repairs for damage occurring during normal usage of equipment. Any repair for damage above \$700.00, excluding sensors, will be considered abuse and will be the responsibility of the owner.
- (c) GASES 101 will maintain all service records and provide a copy of those records to PHARR FIRE DEPT. upon request.
- (d) GASES 101 will be responsible for any and all sensor replacement, should a sensor fail to calibrate
- (e) GASES 101 will provide loaner units for portable gas detection equipment in the event of unit failure between service intervals.
- (f) GASES 101 provides annual calibration only on Radiation equipment ,and quarterly test to make sure said equipment is with in specifications.

4. Training

- (a) Upon execution of this agreement and within a reasonable period of time, GASES 101 will provide 2 hours minimum of training for the equipment listed in 1a. GASES 101 will also provide a minimum of 2 hours of annual training on the equipment for the duration of the contract.

PHARR FIRE DEPT.

1. Monthly Fee for Equipment and Service

- (a) For a total of \$1053.00 per month due upon receipt of invoice (can be paid in annual payments of \$12,636.00). A fee of 1 1/2 % per month will be charged to any invoice outstanding longer than 30 days.

2. Prompt Return of monitors for calibration and service

- (a) PHARR FIRE DEPT. employees will endeavor to return equipment for service in a timely manner in the supplied containers.

3. Responsibility for lost, stolen or destroyed equipment

- (a) PHARR FIRE DEPT. agrees to be responsible for the replacement costs of any supplied equipment that is lost, stolen or destroyed while in its possession. **GASES 101 will repair or replace equipment that is damaged in the normal course of use.**

4. Prompt Return of equipment at the termination of this agreement

- (a) PHARR FIRE DEPT. agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement, whether that occurs at the conclusion of the contract or under the terms in Section 7 of the agreement.

Effective Date: _____

Signature _____ Date _____

Print Name	Title
------------	-------

Signature _____ Date _____

Print Name	Title
------------	-------

Schedule A-1 2- Year Maintenance Agreement

This Schedule is made pursuant to the terms of the Device Supply and Services Agreement dated _____ between PHARR FIRE DEPT. and "RTJ SAFETY".

The following outlines the equipment and services contemplated under this agreement by RTJ SAFETY in addition to the responsibilities assigned to PHARR FIRE DEPT. under this agreement.

RTJ SAFETY

1. List of Equipment to be maintained:

- (a) Two(2) MSA Altair 5X 6 gas monitors (O₂,CO,H₂S,LEL,and one ea.CL₂,and SO₂ and 10.6 PID with pump)
- (b) Two(2) Rae-systems Multi-rae five gas monitor ,Sensors to include(O₂,CO,H₂S,LeL,10.6 pid and pump)
- (c) two(2) Rae-systems Area-rae with(O₂,C₀,H₂S,LeL,and 10.6 PID with pump)
- (d) One(1) Gamma-Rae wireless detector with(O₂, C₀,CL₂,LeL,and10.6 PID with pump)
- (e) One(1) Rae- systems Mini-Rae 3000 PID 10.6 lamp
- (f) One(2) Ludlum 2241 RK-2
- (g) Five(5) Rad-eye Radiation pagers

2. List of Supplied Equipment:

- (a) RTJ SAFETY will provide up to two (1) 116 liter cyl of multi-gas mix per year.
- (b) RTJ SAFETY will provide up to one (1) 221 liter cyl of Isobutylene 100 ppm per year
- (c) RTJ SAFETY will provide up to one(1) 44 liter cyl of CL₂ per year
- (d) RTJ SAFETY will provide up to one (1)44 liter cyl of SO₂ per year

3. Service and Maintenance responsibilities: 'Performance Standards'

- (a) Every 90 days RTJ SAFETY will come on site to a specified location to inspect clean, and calibrate the instrumentation outlined in section 1.a.
- (b) RTJ SAFETY will perform repairs for damage occurring during normal usage of equipment. Any repair for damage above \$700.00, excluding sensors, will be considered abuse and will be the responsibility of the owner.
- (c) RTJ SAFETY will maintain all service records and provide a copy of those records to PHARR FIRE DEPT. upon request.
- (d) RTJ SAFETY will be responsible for any and all sensor replacement, should a sensor fail to calibrate
- (e) RTJ SAFETY will provide loaner units for portable gas detection equipment in the event of unit failure between service intervals.
- (f) RTJ SAFETY provides annual calibration only on Radiation equipment ,and quarterly test to make sure said equipment is with in specifications.

4. Training

- (a) Upon execution of this agreement and within a reasonable period of time, RTJ SAFETY will provide 2 hours minimum of training for the equipment listed in 1a. RTJ SAFETY will also provide a minimum of 2 hours of annual training on the equipment for the duration of the contract.

PHARR FIRE DEPT.

1. Monthly Fee for Equipment and Service

- (a) For a total of \$1330.25 per month due upon receipt of invoice (can be paid in annual payments of \$15,963). A fee of 1 1/2 % per month will be charged to any invoice outstanding longer than 30 days.

2. Prompt Return of monitors for calibration and service

- (a) PHARR FIRE DEPT. employees will endeavor to return equipment for service in a timely manner in the supplied containers.

3. Responsibility for lost, stolen or destroyed equipment

- (a) PHARR FIRE DEPT. agrees to be responsible for the replacement costs of any supplied equipment that is lost, stolen or destroyed while in its possession. **RTJ SAFETY will repair or replace equipment that is damaged in the normal course of use.**

4. Prompt Return of equipment at the termination of this agreement

- (a) PHARR FIRE DEPT. agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement, whether that occurs at the conclusion of the contract or under the terms in Section 7 of the agreement.

Effective Date: _____

RTJ SAFETY

PHARR FIRE DEPT.

Signature Date

Signature Date

Print Name Title

Print Name Title

**THE ABOVE QUOTE IS SUBMITTED
BY RTJ SAFETY FOR THE ABOVE
QUOTE PER SPECIFICATIONS
FURNISHED BY THE PHARR FIRE
DEPARTMENT.**

**DENNIS MILLER
SALES MANAGER
RTJ SAFETY
533 SEA RIM DRIVE
ARLINGTON, TEXAS 76018
817-946-3264**

Air Instrumentation of California

QUOTATION

25789 Dollar St. Suite #1
Hayward, CA 94544

Name:	Pharr Fire Department
Attn:	Pedro Bustamante
Phone:	
Fax:	
Email:	pedro.bustamante@fd.pharr-tx.gov
Cust ID:	

Date	01/31/18	Valid for 60 Days
Expiration Date:	04/30/18	
Prepared By:	Ken Hayes	
Phone:	510-690-0181 / 209-613-4384 Cell	
Fax:		
Email:	smokekey12@mlode.com	
Sales Rep:	Ken Hayes	
Customer RFQ:		

Freight Terms:

Payment Terms: Net 30

Qty	Part Number	Size	Description	U/M	Lead Time	Unit Price	Extenced Price
	Maintenance Contract, Two year		(a) Two(2)MSA Altair 5X 6 gas monitors (O2,CO,H2S,LEL,and one ea.CL2,and SO2 and 10.6 PID with pump)				
	Maintenance Contract, Two year		(a) Two(2)Rae-systems Multi-rae five gas monitor ,Sensors to include(O2,CO,H2S,LeL,10.6 pid and pump)				
	Maintenance Contract, Two year		(a) two(2)Rae-systems Area-rae with(O2,CO,H2S,LeL,and 10.6 PID with pump)				
	Maintenance Contract, Two year		One(1) Gamma-Rae wireless detector with(O2, CO,CL2,LeL,and10.6 PID with pump)				
	Maintenance Contract, Two year		(a) One(1) Rae- systems Mini-Rae 3000 PID 10.6 lamp				
	Maintenance Contract, Two year		(a) One(2) Ludlum 2241 RK-2				
	Maintenance Contract, Two year		(a) Five(5) Rad-eye Radiation pagers				



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.U.

DATE SUBMITTED: January 29, 2018

MEETING DATE: February 5, 2018

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with R. Gutierrez Engineering Corporation for Professional Surveying Services for the PSJA Tri-City Pedestrian Safety Improvements Project (C1617-01-528-0070)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is requesting the authorization from City Commission to approve the City Manager to amend the contract for Professional Engineering Services with R. Gutierrez Engineering Corporation for the Surveying of the PSJA Tri-City Pedestrian Safety Improvements Project.

The additional Professional Engineering Services include surveying the east right-of-way of South Alamo Road (FM 907), Alamo, Texas, between Rancho Blanco Rd. and Oneida Cir.

Additionally, these expenses for the survey work within the City of Alamo shall be reimbursed by the City of Alamo as part of the proposed inter-local agreement for this Project.

Financial Consideration: Additional Surveying Service Fee Estimate is \$5,550.00.

Original Contract: \$46,166.13

Amendment 1: \$5,550.00

Revised Contract: \$51,716.13

Staff Recommendation: Staff recommends approval of Amendment Number 1 to the contract with R. Gutierrez Engineering Corporation for additional Professional Surveying Services for the PSJA Tri-City Pedestrian Safety Improvements Project.

Alternatives: None.

ROUTING:

Maria Rangel	Created/Initiated - 01/29/2018
Omar Anzaldua	Approved - 01/31/2018
Karla Moya	Approved - 01/31/2018
Sandra Zamora	Approved - 01/31/2018
City Management Office	Final Approval - 01/31/2018

**PROJECT AGREEMENT FOR
PROFESSIONAL SURVEYING SERVICES**

AMENDMENT NO. 1

The Contract between **R. Gutierrez Engineering Corporation** and the **City of Pharr** which was executed by the parties on **July 17, 2017** for the **Surveying of PSJA Tri-City Pedestrian Safety Improvements Project**), is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work

The Surveyor shall provide surveying services, of existing conditions on the east side of the street, for the design of a sidewalk and sidewalk ramps, on Alamo Road. The total distance to be surveyed for the construction of sidewalk and sidewalk ramps is approximately 4,500 linear feet.

Topographic Survey

The Surveyor will perform topographic survey from back of curb or edge of pavement to existing right-of-way line for use in design of sidewalk improvements. Survey to pick up existing features to include: existing sidewalks and ramps, driveways, mailboxes, intersection radius, drainage pipes, manholes, inlets, water valves, fire hydrants, sanitary sewer manholes, cleanouts, roadway signs, telephone poles, light poles, overhead lines, gas markers, gas meters, utilities that are spotted (no underground utilities will be tied down).

The survey will identify existing right-of-way based on property markers found and existing subdivision plats, or title information provided. Survey to include cross-sections from back of curb to right-of-way line and to include cross-section of existing driveways or ramps.

B. Modification to Section 5 – Professional Service Fee – Increase to Fee

1. Add the following fees:

- a. Additional Topographic Survey – \$ 5,550.

This amendment adds **\$5,550.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 46,166.13 to **\$ 51,716.13.**

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.**

SURVEYING FIRM

By: _____
Signature

SURVEYOR

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 Surveyor in the development of the Project.

The Surveyor shall provide surveying services, of existing conditions on the east side of the street, for the design of a sidewalk and sidewalk ramps, on Alamo Road. The total distance to be surveyed for the construction of sidewalk and sidewalk ramps is approximately 4,500 linear feet.

Topographic Survey

The Surveyor will perform topographic survey from back of curb or edge of pavement to existing right-of-way line for use in design of sidewalk improvements. Survey to pick up existing features to include: existing sidewalks and ramps, driveways, mailboxes, intersection radius, drainage pipes, manholes, inlets, water valves, fire hydrants, sanitary sewer manholes, cleanouts, roadway signs, telephone poles, light poles, overhead lines, gas markers, gas meters, utilities that are spotted (no underground utilities will be tied down).

The survey will identify existing right-of-way based on property markers found and existing subdivision plats, or title information provided. Survey to include cross-sections from back of curb to right-of-way line and to include cross-section of existing driveways or ramps.

Attachment No. 2

Time Schedule

Topographic Survey – 2 Weeks

PSJA Tri-City Pedestrian Safety Improvements							
School	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
Marcia Garza							

Attachment No. 3

Fee Schedule

Payment shall be based on each task completed:

Marcia Garza -	\$ 5,550.00
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Total Lump Sum Amount –	\$ <u>5,550.00</u>
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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.V.

DATE SUBMITTED: January 31, 2018

MEETING DATE: February 5, 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 - 01/31/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.V.1.

DATE SUBMITTED: January 30, 2018

MEETING DATE: February 5, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Red Tape II, Inc., d/b/a Stilettos Gentlemen's Club is requesting renewal of the Sexually Oriented Business License in a General Business District (C). The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas. The property's physical address is 1050 North Sugar Road.
SOB# 001254

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Red Tape II, Inc., d/b/a Stilettos Gentlemen's Club is requesting renewal of the Sexually Oriented Business License in a General Business District (C). **SOB# 001254**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the renewal request for the Sexually Oriented Business License in a General Business District (C) subject to the listed conditions.

Alternatives: N/A

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 01/30/2018
Approved - 01/31/2018
Approved - 01/31/2018
Final Approval - 01/31/2018



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

February 5, 2018

Sexually Oriented Business License **Renewal** –

Stilettos Gentlemen's Club

Background:

Red Tape II, Inc., d/b/a Stilettos Gentlemen's Club, is requesting renewal of the Sexually Oriented Business License. This request constitutes the 18th renewal for Stilettos Gentlemen's Club.

The property is located at 1050 North Sugar Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted.

Recommendations:

Staff recommends **approval** of the renewal of the Sexually Oriented Business License subject to site and applicants being in compliance with all City Ordinances and City Department requirements.

P:\Admin\SOBs\Stilettos Gentlemen's Club_2000

MEMORANDUM

DATE: MONDAY, FEBRUARY 5, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: SEXUALLY ORIENTED BUSINESS LICENSE RENEWAL – FILE NO. SOB#001254 (STILETTOS GENTLEMEN'S CLUB)
--

GENERAL INFORMATION:

APPLICANT: Red Tape II, Inc., d/b/a Stilettos Gentlemen's Club is requesting renewal of the Sexually Oriented Business License in a General Business District (C).

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

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

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

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit. (See attached memo)
------------------	-------------------------	--

FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo)
----------------------	--

POLICE CHIEF:

Recommends approval of
the Conditional Use Permit.
(See attached memo)

PLANNING DEPARTMENT:

Recommends approval of
the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

Development Services is recommending **approval** of the
renewal request for the Sexually Oriented Business License
subject to the following conditions:

- 1) Applicant shall comply with all Sexually Oriented Business License requirements; any violation will terminate the Sexually Oriented Business License;
- 2) Applicant shall comply with all City of Pharr Ordinance requirements;
- 3) Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Sexually Oriented Business License;
- 4) Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate the Sexually Oriented Business License;
- 5) This Sexually Oriented Business License shall be issued for a period of one (1) year. It shall be the owner's responsibility to apply for renewal ninety (90) days before its expiration date;
- 6) An opaque buffer will be required;
- 7) The premise should not have any public display of any sign, banner, flag, pennant, balloon, photograph, symbol, neon light, fluorescent color indicating that the nature of the use may be a Sexually Oriented Business; and
- 8) All employees must wear name tags or uniforms identifying them as employees of the establishment
- 9) The following shall be considered as grounds for the revocation of the Sexually Oriented Business License:
 - Any change in use or change in extent of use, area or location of the building being used.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
 - Failure to pay the annual renewal fee shall result in the assessment of an additional five dollars (\$5.00) per business day late fee up to thirty (30) days after the date of expiration of the Conditional Use Permit; or revocation of the permit if not paid by the 31st day.
 - Sexually Oriented Business License that has been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

**Certificate of Occupancy
Conditional Use Permit
Inspection Form**

Company Name or Business Entity: Spillet-Has Low-Median Child Type of Business: Assembly
Applicant: Kagiro (First) Armen-Tarig (Middle) TX (Last) Phone No.: 956 488-702-6966
Mailing Address: 1050 N. Sugar Rd (Address) Pharr (City) TX (State) 78547 (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☒ YES	☐ NO	IF SO, WHAT TYPE?
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS ☐ PASSED ☒ FAILED ☐ RE-INSPECTION DATE:

BUILDING STATUS/ STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	☒			
2. EXTERIOR WALLS	☒			
3. INTERIOR WALLS	☒			
4. CEILING	☒			
5. ROOF	☒			
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	☒			
7. GARBAGE CONTAINER	☒			
8. IS ADDRESS POSTED AND CORRECT?	☒			
9. IS LANDSCAPING IN COMPLIANCE?	☒			
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	☒			
3. NUMBER OF EXITS	☒			
4. MEANS OF EGRESS LIGHTING	☒			
5. EXIT SIGNS	☒			
6. DOOR HARDWARE	☒			
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	☒			
2. PATH OF EGRESS	☒			
3. RAMPS (HANDRAIL / GUARDS)	☒			
4. DOORS	☒			
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)			☒	
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	☒			
2. SERVICE EQUIPMENT	☒			
3. WIRING SYSTEM	☒			
4. LIGHT FIXTURE	☒			
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	☒			
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	☒			
2. GRILLS	☒			
3. DRAINS	☒			
4. EQUIPMENT	☒			
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	☒			
2. VENTS	☒			
3. DRAINS	☒			
4. PLUMBING FIXTURES	☒			
5. WATER SERVICE LINE	☒			
6. DISTRIBUTION LINES			☒	
8. BACKFLOW PREVENTION	☒			
9. GAS SYSTEM	☒			
10. GREASE TRAP	☒			
WATER/HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	☒			
2. T.P. VALVE & DRAIN	☒			
3. SHUT-OFF VALVE	☒			
4. VENT (IF APPLICABLE)	☒			

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

If type of inspection building was within 6 ft. tolerance.

K.H.
(INSPECTOR / OFFICER)

12-13-17
(Date)

MVB
(RECEIVED BY)

12-13-17
(Date)



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

November 3, 2017

STILETTOS GENTLEMEN'S CLUB
1050 N SUGAR RD
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Nov 3, 2017 revealed no violations.

Inspection Note At the time of fire inspection occupancy was found to be compliant with all fire codes.

8842 JOSE NAVARRO
Inspector

Marta barraza

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

NOV 03 2017

BY: 

To: Melanie Cano, Director of Development Services
From: Edward Chavez, Asst. Chief of Police
Date: 12/01/2017
Re: Sexually Oriented Business License Renewal for File No. SOB #001254 (Stiletto's Gentlemen's Club).

Red Tape II, Inc. representing Ramiro R. Armendariz, d/b/a/ Stiletto's Gentlemen's Club
is requesting renewal of a Sexually Oriented Business License in a General Business District (C). The
property is described as follows:

Legal Description: All of Lot 2, Albrad Subdivision, Unit #3, an addition to the City of Pharr, Hidalgo
County, Texas.
Physical Address: 1050 North Sugar Road
Contact Number:

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following
comments:

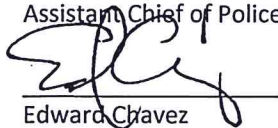
REPLY

Ms. Cano,

I have reviewed the proposed application. Based on the information we have on file for this
establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exists or that may be enacted in the future that
affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and
hostesses must be required to wear identifying insignia such as name tags and/or uniforms that
clearly identify them as employees.
2. The owners, managers and/or operators must agree not to use any advertisement on the
property that is offensive, distasteful and/or creates a visual impairment to traffic.
3. In the event that the applicant conducts its business, endangers the general welfare, health,
peace, morals or safety of the community, the Chief of Police will exercise his/her authority
under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of
any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the
aforementioned business will be considered an act that endangers the general welfare, health,
peace, morals and/or safety of the community.
5. Failure to comply with these listed assurances will be grounds for cancellation of Sexually
Oriented Business Permit #001254.

Assistant Chief of Police


Edward Chavez

Office: 956-402-4709

edward.chavez@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

DEC 11 2017

BY: 



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.V.2.

DATE SUBMITTED: January 30, 2018

MEETING DATE: February 5, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 1.01 acres out of Lot 152, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1020 West Ferguson Avenue. **CUP# 071271**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP# 071271**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Rita Galvan

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 01/30/2018

Approved - 01/31/2018

Approved - 01/31/2018

Final Approval - 01/31/2018



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

February 5, 2018

Conditional Use Permit **Renewal** for ABC –

Regency Fiesta

Background:

Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 8th renewal for Regency Fiesta.

The property is located at 1020 West Ferguson Avenue. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption.

Microsoft Word/Sec-jb: CIMyFiles\CUPs/Renewal-Regency Fiesta

MEMORANDUM

DATE: MONDAY, FEBRUARY 5, 2018

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#071271 (REGENCY FIESTA)
--

GENERAL INFORMATION:

APPLICANT: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as 1.01 acres out of Lot 152, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1020 West Ferguson Avenue.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) and Agricultural and/or Open Space District (A-O) to the north and west, General Business District (C) with High Density Multi-Family (R-4) to the east and General Business District (C) with Heavy Commercial District (HC) to the south. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit. (See attached memo)
------------------	-------------------------	--

FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo)
----------------------	--

POLICE CHIEF:

Recommends approval of
the Conditional Use Permit.
(See attached memo)

PLANNING DEPT.:

Recommends approval of
the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

**Certificate of Occupancy
Conditional Use Permit
Inspection Form**

Company Name or Business Entity: Regency Hall Type of Business: _____
Applicant: Ms. Bojorgues - Robles Phone No.: 929-0613
(First) (Middle) (Last)
Mailing Address: 707 E. Ferguson Pharr Tx. 78577
(Address) (City) (State) (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☒ YES	☐ NO	IF SO, WHAT TYPE?
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS ☐ PASSED ☒ FAILED ☐ RE-INSPECTION DATE: _____

BUILDING STATUS/STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	☒			
2. EXTERIOR WALLS	☒			
3. INTERIOR WALLS	☒			
4. CEILING	☒			
5. ROOF	☒			
6. PREMISE (LANDSCAPING, CLEAN, EXT...)		☒		Cleaning inside needed / bar area
7. GARBAGE CONTAINER	☒			
8. IS ADDRESS POSTED AND CORRECT?	☒			
9. IS LANDSCAPING IN COMPLIANCE?	☒			
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	☒			
3. NUMBER OF EXITS	☒			
4. MEANS OF EGRESS LIGHTING	☒			
5. EXIT SIGNS	☒			
6. DOOR HARDWARE	☒			
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	☒			
2. PATH OF EGRESS	☒			
3. RAMPS (HANDRAIL / GUARDS)	☒			
4. DOORS	☒			
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	☒			
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	☒			
2. SERVICE EQUIPMENT	☒			
3. WIRING SYSTEM	☒			
4. LIGHT FIXTURE	☒			
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	☒			
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	☒			
2. GRILLS	☒			
3. DRAINS	☒			
4. EQUIPMENT	☒			
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	☒			
2. VENTS	☒			
3. DRAINS	☒			
4. PLUMBING FIXTURES	☒			
5. WATER SERVICE LINE	☒			
6. DISTRIBUTION LINES	☒			
8. BACKFLOW PREVENTION	☒			
9. GAS SYSTEM	☒			
10. GREASE TRAP	☒			
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	☒			
2. T.P. VALVE & DRAIN	☒			
3. SHUT-OFF VALVE	☒			
4. VENT (IF APPLICABLE)	☒			

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

@ time of inspection only bar area and dance floor area needed cleaning

B. LANDEZ 12-3-17
(INSPECTOR / OFFICER) (Date)

Brenda Franco
(RECEIVED BY)

1/3/2018
(Date)

Please note: Owner / Applicant is responsible to contact the City of Pharr Department of Development Services at (956) 402-4242 when Improvements have been completed. Any permits with regard to this location will remain on hold until full compliance is met.



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

January 25, 2018

REGENCY FIESTA
1020 W FERGUSON
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Jan 25, 2018 revealed no violations.

Inspection Note At time of CUP re-inspection building was found to be in reasonable compliance.

8108 MARTIN TORRES
Inspector

LETY JARAMILLO KESTER

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JAN 25 2018

BY 

To: Melanie Cano, Director of Development Services

From: Edward Chavez, Asst. Chief of Police

Date: 01/19/2018

Re: Conditional Use Permit to allow the sale and consumption of alcoholic beverages.

Mauricio Jaramillo () has submitted a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

The property is described as follows:

Legal Description: A 1.01 acre tract of lot 152, Kelly-Pharr Subdivision, an addition to the City of Pharr, Hidalgo County, Texas.

Physical Address: 1020 West Ferguson

Contact Number: ---

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano,

I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exists or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as name tags and/or uniforms that clearly identify them as employees.
2. The owners, managers and/or operators must agree not to use any advertisement on the property that is offensive, distasteful and/or creates a visual impairment to traffic.
3. In the event that the applicant conducts its business, endangers the general welfare, health, peace, morals or safety of the community, the Chief of Police will exercise his/her authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and/or safety of the community.

Assistant Chief of Police

Edward Chavez
Office: 956-402-4709
Edward.chavez@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT

JAN 22 2018

BY: _____





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.W.

DATE SUBMITTED: January 31, 2018

MEETING DATE: February 5, 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 - 01/31/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.W.1.

DATE SUBMITTED: January 30, 2018

MEETING DATE: February 5, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: J.E. Saenz & Associates, Inc., representing Berhardo J. Gubser, President of Gallus properties LTD., is requesting final plat approval of the proposed Transmaritime Subdivision. The property is legally described as being a 17.87 acre tract of land being a portion of Lot Seven (7), Block One (1), a Re-subdivision of Closner Subdivision of Porcion 70, Pharr, Hidalgo County, Texas. The property's physical address is 901 E. Military HWY. **SUB# 130410**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: J.E. Saenz & Associates, Inc., representing Berhardo J. Gubser, President of Gallus properties LTD., is requesting final plat approval of the proposed Transmaritime Subdivision. **SUB# 130410**

Financial Consideration: N/A

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

The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Transmaritime Subdivision.

Alternatives: N/A

ROUTING:

Rita Galvan

Created/Initiated - 01/30/2018

Roland Gomez

Approved - 01/31/2018

Melanie Cano

Approved - 01/31/2018

City Management Office

Final Approval - 01/31/2018



MEMORANDUM

DATE: MONDAY, FEBRUARY 05, 2018
TO: MAYOR AND CITY COMMISSION
THROUGH: JUAN GUERRA, CITY MANAGER
FROM: DEVELOPMENT SERVICES

SUBJECT: TRANSMARITIME SUBDIVISION FILE NO. SUB#130410

GENERAL INFORMATION:

APPLICANT: J.E. Saenz & Associates, Inc., representing Berhardo J. Gubser, President of Gallus properties LTD., is requesting final plat approval of the proposed Transmaritime Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 17.87 acre tract of land being a portion of Lot Seven (7), Block One (1), a Re-subdivision of Closner Subdivision of Porcion 70, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 901 E. Military HWY.

ZONING: The property is zoned Limited Industrial District (L-I) and Heavy Industrial District (H-I). The adjacent zones are Limited Industrial District (L-I) to the north and east, Limited Industrial District (L-I) and Agricultural Open Space District (A-O) to the south and Agricultural Open Space District (A-O) to the west. The property is designated for industrial use in the land use plan.

PROPERTY PROPOSED USE: Existing trucking business.

VARIANCES: None requested.

RECOMMENDATIONS: Planning staff recommends final plat approval of the proposed Transmaritime Subdivision subject to the following conditions:

STREETS, PAVING
AND R.O.W.:

1) In compliance.

EASEMENTS:

1) In compliance.

SIDEWALK:
ADA:

1) In compliance.

FIRE PROTECTION:

1) In compliance.

WATER:

1) In compliance.

SEWER:

1) In compliance.

DRAINAGE:

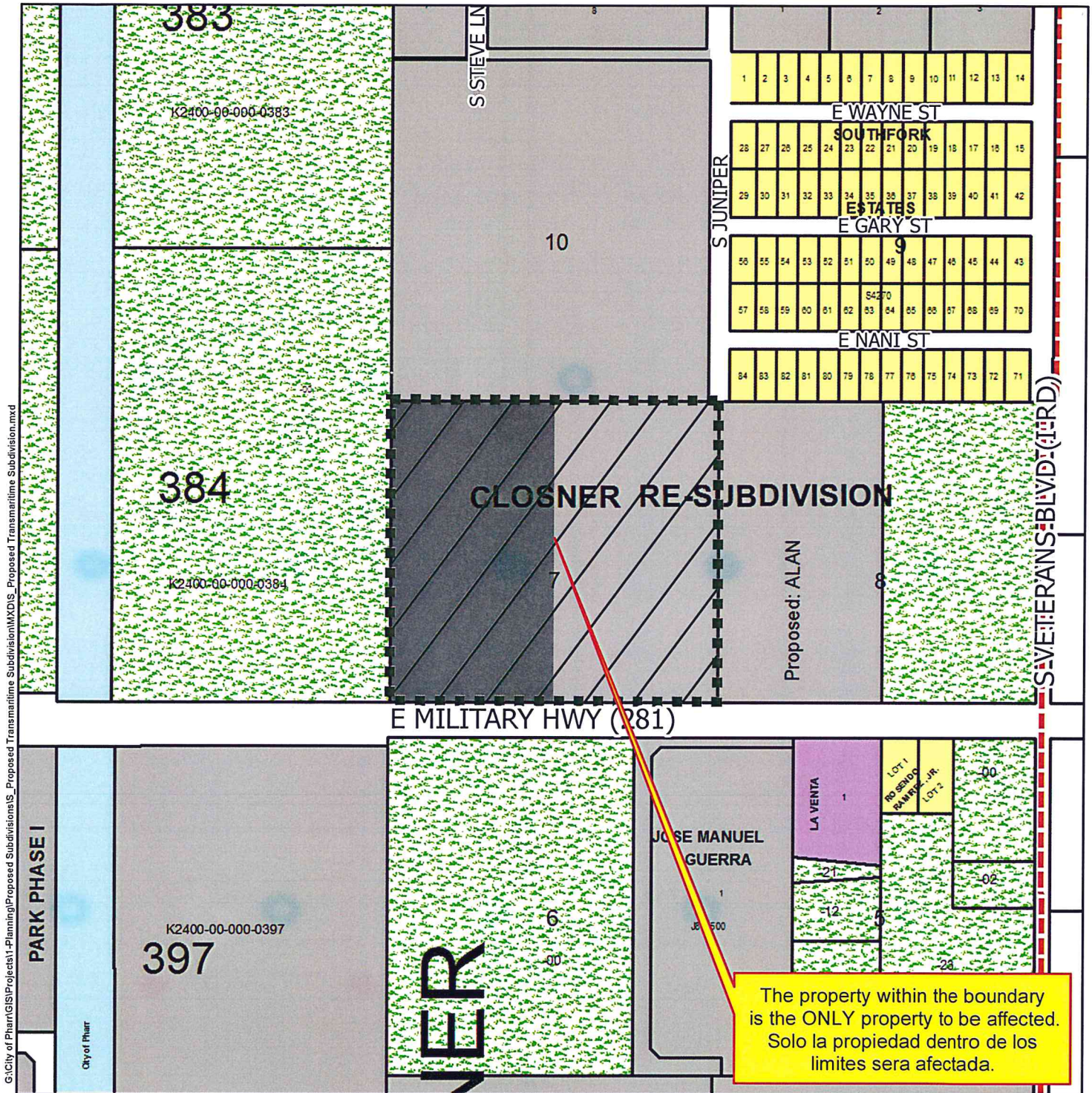
1) In compliance.

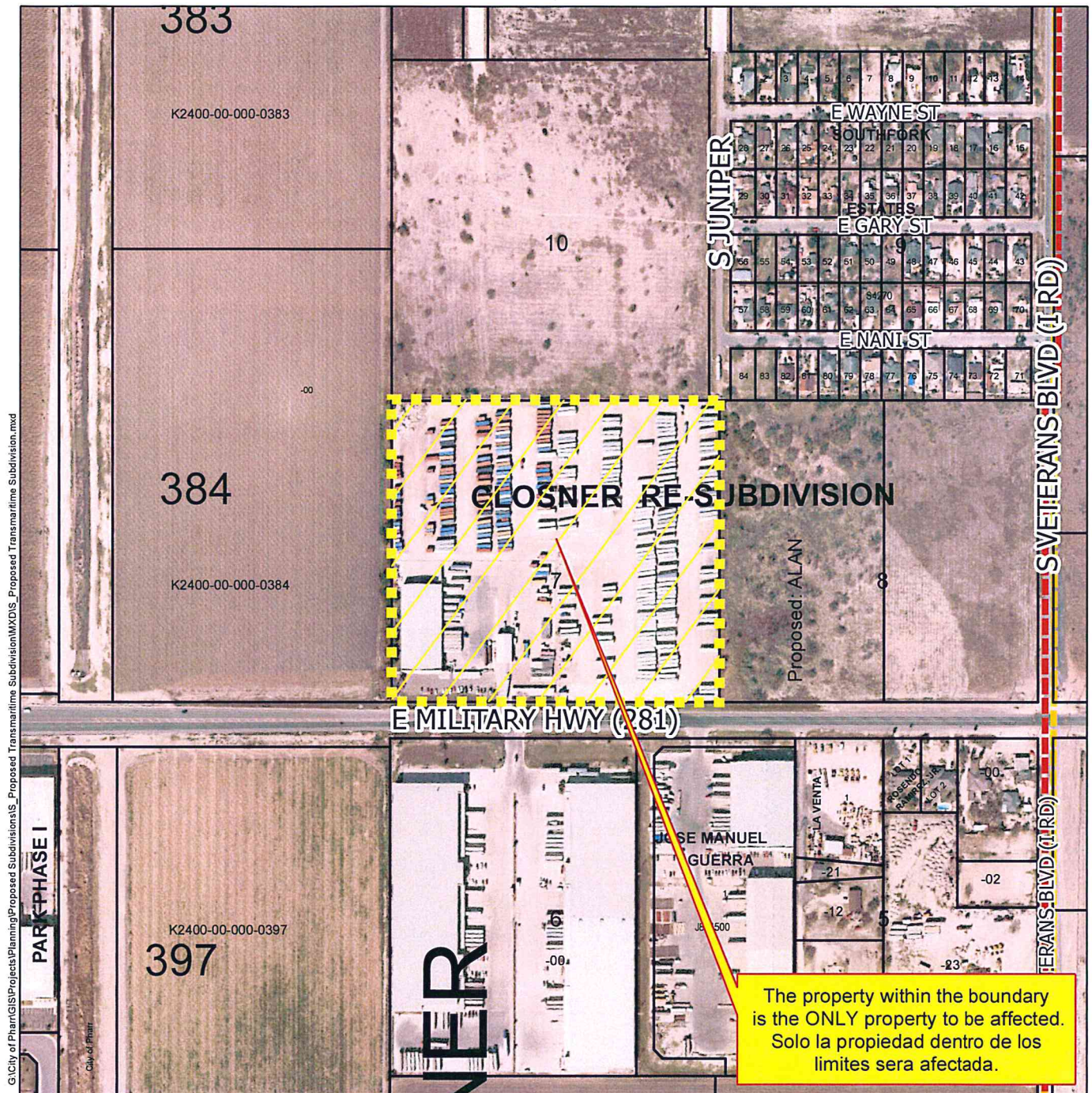
OTHER:

1) In compliance.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Transmaritime Subdivision.





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

Scale: 1 inch = 400 feet

0 200 400 800 1,200 1,600 Feet



Date: 7/17/2013



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: February 2, 2018

MEETING DATE: February 5, 2018

FROM: Sonia Barajas, CDBG Secretary

DEPARTMENT: GMCD

DIRECTOR: Raul Garza

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2014-17 addressing the Aquatic Center Fee Structure.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration: NA

Staff Recommendation: Staff recommends approval of amended fee structure for the Aquatic Center as per CDBG National Objectives.

Alternatives:

ROUTING:

Sonia Barajas

Created/Initiated - 02/02/2018

Raul Garza

Approved - 02/02/2018

Patricia Rigney

Approved - 02/02/2018

Karla Moya

Approved - 02/02/2018

City Management Office

New -

ORDINANCE NO. O-2018-__

**AN ORDINANCE AMENDING ORDINANCE NOS. O-2014-17 AND O-2013-25
ADOPTING THE PARKS AND RECREATION DEPARTMENT'S AQUATIC CENTER
FEE SCHEDULE; PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S)
CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE**

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

SECTION 1: The following Sections Ordinance No. O-2014-17 of the City of Pharr be amended so that same shall hereafter read as follows:

I. ~~PUBLIC SWIMMING~~ AQUATIC PARK

Saturdays and Sundays

- | | | |
|----|---|---------|
| a. | 0 to 2 Years of Age Must be Accompanied by an Adult | No fee |
| b. | 3 to 12 Years of Age | \$ 5.00 |
| c. | 13 through 54 Years of Age | \$10.00 |
| d. | 55 Years of Age and Older | \$ 5.00 |

Monday through Friday (Closed on Wednesdays)

- | | | |
|----|---|----------------------------|
| a. | 0 to 2 Years of Age Must be Accompanied by an Adult | No fee |
| b. | 3 to 12 Years of Age | \$ 5.00 \$ 3.00 |
| c. | 13 through 54 Years of Age | \$10.00 \$ 5.00 |
| d. | 55 Years of Age and Older | \$ 5.00 \$ 3.00 |

II. NATATORIUM

Monday through Friday (Closed on Wednesdays)

- | | | |
|----|----------------------------|---------|
| a. | 3 to 12 Years of Age | \$ 1.00 |
| b. | 13 through 54 Years of Age | \$ 2.00 |
| c. | 55 Years of Age and Older | \$ 1.00 |

III. AQUA AEROBICS

a.	16 Years of Age and Older	\$ 20.00
----	---------------------------	----------

IV. SWIM CLUB

a.	All Ages (monthly)	\$ 20.00
----	--------------------	----------

V. SUMMER MEMBERSHIPS

a.	3 to 12 Years of Age	\$ 125.00
b.	13 through 54 Years of Age	\$ 250.00
c.	55 Years of Age and Older	\$ 125.00

VI. SUMMER SPEED MEMBERSHIPS

a.	3 to 12 Years of Age	\$ 250.00
b.	13 through 54 Years of Age	\$ 375.00
c.	55 Years of Age and Older	\$ 250.00

VII. SWIMMING LESSONS

a.	6 Months and Older	\$ 30.00
----	--------------------	----------

VIII. LAP SWIMMING

a.	16 Years of Age and Older	
	Daily Fee	\$ 3.00
	Monthly Fee	\$ 20.00
	Yearly Fee	\$100.00

~~IX. AQUA AEROBICS~~

~~a. 16 Years of Age and Older \$ 30.00~~

~~VII. LOCKER RENTALS~~

~~a. Locker Rentals \$ 2.00~~

~~VIII. PRIVATE RENTALS~~

~~a. Private Area #1 No private Rentals~~

~~b. Private Area #2 No private Rentals~~

~~c. Private Area #3 No private Rentals~~

SECTION 2: REPEALING CLAUSE

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

SECTION 3: SEVERABILITY CLAUSE

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

SECTION 4: DECLARING AN EMERGENCY CLAUSE

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that the Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of February, 2018.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: January 18, 2018

MEETING DATE: February 5, 2018

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Economic Development Corporation II Board of Directors.
(TABLED)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Resignation and appointment of PEDC II Board Member.

Financial Consideration: N/A

Staff Recommendation: Staff recommends acceptance.

Alternatives:

ROUTING:

Imelda Barrera

Victor Perez

City Management Office

Created/Initiated - 01/18/2018

Approved - 01/31/2018

Final Approval - 01/31/2018

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2018-

WHEREAS, Article 5190-V.T.C.S., the Development Corporation Act of 1979, Section 48, provides that the Economic Development Corporation II shall be governed by seven (7) Directors appointed by the governing body of the City who shall serve a two (2) year term or at the pleasure of such governing body; and

WHEREAS, the Pharr Economic Development Corporation, Inc., was created pursuant to Section 48 of Article 5190.6 V.T.C.S.; and

WHEREAS, a vacancy has occurred as a result of Danny Smith's resignation as member of the Pharr Economic Development Corporation II Board of Directors; and

WHEREAS, appointment of one (1) member is needed for the reminder of the unexpired term.

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

That the following person is hereby appointed to the Board of Directors of the Pharr Economic Development Corporation, Inc.:

NAME:

LENGTH OF TERM:

1.

2 years (unexpired term, 09-03-18)

Said Director shall serve a two (2) year term or at the pleasure of the City Commission and shall assume the duties, responsibilities and powers provided by law and by the Articles of Incorporation and by-laws of the Pharr Economic Development Corporation II, Inc., immediately upon appointment.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15th day of January, 2018.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: January 31, 2018

MEETING DATE: February 5, 2018

FROM: Sandra Zamora, Purchasing Director

DEPARTMENT: Purchasing

DIRECTOR: Sandra Zamora

Agenda Item: Consideration and action, if any, on Resolution allowing participation with The Interlocal Purchasing System (TIPS) Cooperative contracts.

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 replacing original Resolution #R-2009-20 whereas the City of Pharr in 2009, resolved to participate/utilize The Interlocal Purchasing System (TIPS) Cooperative contracts. Upon approval we shall update all contact information on ILA and resolution. (There is no charge to utilize the services of this coop.)

Financial Consideration: None

Staff Recommendation: Staff recommends approval of ILA and Resolution update.

Alternatives:

ROUTING:

Sandra Zamora
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 01/31/2018
Approved - 02/01/2018
Approved - 02/01/2018
New -



**CITY OF PHARR
PURCHASING DEPARTMENT
MEMORANDUM**

DATE: January 31, 2018

TO: Juan G. Guerra, CPA, MBA, City Manager

FROM: Sandra Zamora, CPM, Purchasing Director

SUBJECT: Resolution/ILA – The Interlocal Purchasing System (TIPS) Cooperative
--

Issue: Purchasing respectfully requests approval to replace the 2009 Resolution #R-2009-20 and Interlocal Agreement between the City of Pharr and The Interlocal Purchasing System (TIPS), pursuant to Texas Government Code 791.001, "Texas Interlocal Cooperation Act". Request authorization to execute the attached updated Resolution & Interlocal Agreement, which will continue to allow the City of Pharr to utilize the TIPS Cooperative contract services.

Brief Description: The City of Pharr has the general legal authority to access the contracts available through local, state, and regional cooperative purchasing programs. The goal is to combine City of Pharr purchasing requirements with other government agencies to achieve higher volume pricing which may result in direct cost and administrative savings. TIPS is a cooperative that offers public agency contracts that have been competitively solicited for use by other government agencies. The program is non-exclusive and voluntary. The City of Pharr can use the contracts that offer the best fit and overall value based on our specific needs and requirements.

There is no cost to participate in this program. Staff believes participation in this program will produce cost and administrative savings and will provide the best value to the agency/taxpayers of the City of Pharr.

Recommendation: Authorize staff to update TIPS resolution and ILA to use when feasible.

/sz

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS COUNTY, CITY or GOVERNMENT ENTITY

799 301

CITY OF PHARR

County, City or Government Entity Name

Region VIII Education Service Center

County-District Number
(If applicable)

225 - 950

County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist County, City or Government Entities in improving performance and increasing the efficiency and effectiveness of operations Authority for such services is granted under Texas Government Code §§ 791.001 *et seq* as amended.

This Interlocal Agreement (hereinafter the "Agreement") is effective APRIL 7, 2009 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named County, City or Government Entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating public schools; colleges and universities; county, city and/or government entities through volume purchasing.

Role of the Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the County, City, or Governmental Entity:

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.

INTERLOCAL AGREEMENT, continued

3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Titus County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to County, City, and/or Government Entities.

INTERLOCAL AGREEMENT, continued

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

County, City or Governmental Entity

By: _____

Authorized Signature

Title: CITY MANAGER

Region VIII Education Service Center

By: _____

Mr. Harvey B. Hohenberger, Jr.,

Title: Executive Director Region VIII ESC

Date

4-10-09

Date

ROSIE ORTIZ

Entity Purchasing Contact Person

118 S. CAGE BLVD.

Street Address

PHARR, TX 78577

City, State

Zip

(956) 702-5300

Purchasing Contact's Telephone Number

(956) 702-5318

Purchasing Contact's Fax Number

rortiz@cityofpharr.com

Purchasing Contact's Email Address

Entity Technology Contact Person

Street Address

City, State

Zip

Technology Contact Telephone No.

Technology Contact Fax Number

Technology Contact's Email Address

Please send two signed original Interlocal Agreements to the Region VIII ESC, Attn: Mr. Harvey B. Hohenberger, Jr., Executive Director, Region VIII Education Service Center, PO Box 1894, Mt. Pleasant, Texas 75456-1894. Upon execution, a signed original will be returned to the Purchasing Contact listed above.

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

CITY OF PHARR

§

RESOLUTION

NO. R-2009-20

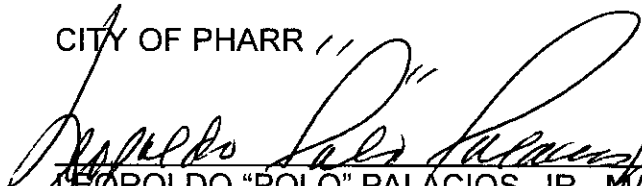
WHEREAS, The City of Pharr, Texas, pursuant to the authority granted by Sections 271.081-271.083 Local Government Code, V.T.C.A., as amended, desires to participate in the described purchasing program offered by the Region VIII Education Service Center, and in the opinion that by participating in this program, will be highly beneficial to the taxpayers through the anticipated savings to be realized.

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

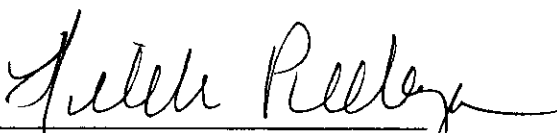
The City of Pharr requests a stated need for participation in The Interlocal Purchasing System (TIPS) whereby Fred Sandoval, City Manager, is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City of Pharr.

READ, PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th Day of April, 2009.

CITY OF PHARR


LEOPOLDO "POLO" PALACIOS, JR., MAYOR

ATTEST:


HILDA PEDRAZA, CITY CLERK

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the 7th day of April, 2009.

(Resolution no. R-2009-20)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the 7th day of April, 2009.

City of Pharr


Hilda Pedraza, City Clerk

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Pharr
TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Pharr

Entity Name

By: _____
Authorized Signature

Title: MBA, CPA, City Manager, City of Pharr

Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: _____
Authorized Signature

Title: Executive Director Region VIII ESC

Date

Public Entity Contact Information

Sandra Zamora, CPM, Purchasing Director

Primary Purchasing Person Name

118 S. Cage Blvd.

Street Address

Pharr, TX 78577

City, State Zip

(956) 402 4231

Telephone Number

(956) 702-5318

Fax Number

Sandra.Zamora@pharr-tx.gov

Primary Person Email Address

Secondary Person Name

Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

TIPS BOARD RESOLUTION

STATE OF TEXAS § RESOLUTION NO. _____
COUNTY OF HIDALGO §
CITY OF PHARR §

WHEREAS, the Board of Directors of City of Pharr, Pharr, Texas,
(Named Public Agency) (City)

pursuant to the authority granted by TEX. GOV'T CODE § 791.001, *et seq*, desires to participate in the

TIPS Purchasing Cooperative offered by Region VIII Education Service Center, and in the

Opinion that participating in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

Therefore, be it RESOLVED that the City of Pharr requests a stated need for

(Named Public Agency)

participation in The Interlocal Purchasing System (TIPS) whereby Juan G. Guerra, MBA, CPA, City Manager
(Name of Authorized Person)

is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City of Pharr.

(Named Public Agency)

I certify that the foregoing is a true and correct original Resolution duly adopted by the

City of Pharr _____ and is filed on record at the TIPS office.
(Named Public Agency)

In witness thereof, I have set my hand and signature this _____ day of _____, 2018.

By: _____
(Authorized Signature)
Dr. Ambrosio "Amos" Hernandez

(Printed Authorized Name)
Mayor, City of Pharr

(Title)

This legal document will remain current on file until either party severs the agreement.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: January 31,
2018

MEETING DATE: February 5, 2018

FROM: Edward Wylie, Assistant City
Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on entertainment for Hubfest 2018.
--

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: Due to possible negotiations this item will be discussed in Executive Session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
City Management Office

Created/Initiated - 01/31/2018
Final Approval - 01/31/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: January 30, 2018

MEETING DATE: February 5, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to use The Interlocal Purchasing System (TIPS) Purchasing Cooperative to negotiate and approve a contract for the Asbestos Abatement of the Jose "Pepe" Salinas Civic Center.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: An Asbestos survey was conducted for the Jose "Pepe" Salinas Civic Center in accordance with the Texas Asbestos Health Protection Rules required by the Texas Department of State Health Services for building renovations of this size.

The Asbestos Survey found the building contains Asbestos in various areas of the building and thus requires Asbestos abatement to be performed by a State licensed asbestos abatement contractor.

Financial Consideration: The Asbestos Abatement is estimated at between \$80,000 to \$100,000

Staff Recommendation: Staff recommends approval and authorization to use The Interlocal Purchasing System (TIPS) Purchasing Cooperative to negotiate and approve a contract for the Asbestos Abatement of the Jose "Pepe" Salinas Civic Center.

Alternatives: The alternative would be the conventional Bid Process which will take around 1-month from the time of advertisement to the start of construction. Since this is a time sensitive project, using the TIPS Purchasing Cooperative will allow to begin work within one week of contract approval.

If the conventional Bid Process is preferred, staff requests approval to advertise for bids

for the Asbestos Abatement of the Jose "Pepe" Salinas Civic Center

ROUTING:

Omar Anzaldua	Created/Initiated - 01/30/2018
Omar Anzaldua	Approved - 01/30/2018
Karla Moya	Approved - 01/31/2018
Sandra Zamora	Approved - 01/31/2018
Patricia Rigney	Approved - 02/01/2018
City Management Office	Final Approval - 02/01/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: February 1, 2018

MEETING DATE: February 5, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: 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 Conceptual Design and Master Planning of the North Side of the Development and Research Center/Youth Activity Center.

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 enter and negotiate a contract for Professional Architectural Services with The Warren Group, Inc. for the Conceptual Design and Master Planning for North Side of the Development and Research Center/Youth Activity Center.

Financial Consideration: Architectural Fee is to be negotiated.

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with The Warren Group, Inc. for Professional Architectural Services for the Conceptual Design and Master Planning for the North Side of the Development and Research Project/Youth Activity Center

Alternatives: N/A

ROUTING:

Omar Anzaldua

Omar Anzaldua

City Management Office

Created/Initiated - 02/01/2018

Approved - 02/01/2018

New - 12/01/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: January 31, 2018

MEETING DATE: February 5, 2018

FROM: Sonia Barajas, CDBG Secretary

DEPARTMENT: GMCD

DIRECTOR: Raul Garza

Agenda Item: Consideration and action, if any, amending Inter-local Cooperation Agreement between the City of Pharr and Pharr-San Juan-Alamo Independent School District on the Aquatic Center.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration: NA

Staff Recommendation: Staff recommends approval of a revised Inter-local Agreement between the City of Pharr and the PSJA Independent School District in accordance with CDBG National Objectives.

Alternatives: n/a

ROUTING:

Sonia Barajas

Created/Initiated - 01/31/2018

Raul Garza

Approved - 02/02/2018

Patricia Rigney

Approved - 02/02/2018

Karla Moya

Approved - 02/02/2018

City Management Office

New -

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF
PHARR AND PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL
DISTRICT**

This Interlocal Cooperation Agreement is made by and between the City of Pharr Texas (hereinafter referred to by name or as "**City**") and the Pharr-San Juan-Alamo Independent School District (hereinafter referred to specifically by name or as "**PSJA**"), pursuant to the provisions of the Texas Interlocal Cooperation Act.

WHEREAS, the parties desire to amend for the second time the Subsidiary Agreement between the parties dated **November 21, 2011** which is itself a Subsidiary Agreement to the Master Agreement between the parties, dated **November 21, 2011** associated with the terms and conditions with the use of the Aquatics Facility located in Pharr, Texas;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, City and PSJA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 *et. seq.*, (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, City and PSJA ("Parties"), in consideration of the mutual covenants expressed hereinafter, and beginning before and after **formal board approval by both entities**, the Parties agree as follows:

AQUATIC FACILITY ACCESS AND USAGE

1. NATATORIUM AND COMPETITION POOL:

a. PSJA Access and Use:

i. August 1st - July 31st : Monday through Saturday

7:00 AM to NOON & 2:00 PM to 5:30 PM

ii. Saturday Morning Swim Meets will be included with Section 1 (a)(i).

b. CITY Access and Use:

i. August 1st – July 31st: Monday through Friday

5:00 AM to 7:00 AM

NOON to 2:00 PM

5:00 PM to 10:00PM

ii. August 1st – July 31st: Saturday & Sunday (1:00PM to 8:00 PM)

- iii. City of Pharr will be in charge of the Swim Club and charge a fee of \$20.00 monthly. The Swim club will be open to all individuals residing in the City Limits of Pharr or attending PSJA ISD.

2. WATER PARK:

- a. **City Access and Use:** Monday - Sunday September 1 - August 31.
OPEN-CLOSE
- b. **PSJA Access and Use:** Only upon written request to City.

3. CONCESSION:

- a. **City Access and Use:**
 - i. City will be exclusively responsible for all concession operations for any and all events (including PSJA sponsored activities).
 - ii. City is responsible for prepping concession stand, stocking and selling goods, collecting money, and cleaning after use.
 - iii. PSJA must coordinate with the City on PSJA sponsored activities

4. OFFICES, CLASSROOM, LOCKER ROOMS, OUTDOOR RESTROOMS:

- a. **PSJA Access and Use:**
 - i. PSJA is responsible for maintaining all offices, classrooms, and locker rooms designated for PSJA use (i.e. portables).
 - ii. PSJA may request use of the outdoor restrooms (located in Water Park) for PSJA sponsored events.
- b. **City Access and Use:** City is responsible for maintaining outdoor restrooms and offices designated for City use (i.e. portable and front office.)

FACILITIES MANAGEMENT, MAINTENANCE, AND OPERATION

1. NATATORIUM AND COMPETITION POOL:

- a. Beginning on September 1, 2017, PSJA is solely responsible for maintenance of the natatorium and competition pool during the effective term of this agreement: August 1st - July 31st: Monday through Sunday, 5:00 AM to 10:00 PM.
- b. PSJA will provide an aquatics director, certified pool operator, swim coaches, swim instructors, lifeguards, and custodians for all PSJA usage and events.
- c. PSJA will be solely responsible for monitoring water quality and maintaining all pumps and filtration systems for competition pool
- d. PSJA and City agree to share expenses for maintenance costs for facility and pools (electricity, water usage, chemicals, etc.) as follows: **PSJA 50%, City 50%**. Pool improvements must be agreed by both entities.

2. WATER PARK:

- a. City will have continued maintenance responsibility over the water-park year-round.
- b. City shall have priority for events scheduled at the water park.
- c. PSJA may request the water park for school sponsored events throughout the effective school year and summer subject to the City's use and city sponsored events.
 - i. City is solely responsible for the staffing of city sponsored events for the water park including supervision and lifeguards.
 - ii. PSJA is solely responsible for the staffing of school sponsored events for the water park including supervision and lifeguards.
 - iii. PSJA will be responsible for monitoring water quality and maintaining all pumps and filtration systems for Water Park during the school year: September 1st-May 31st; however, City will be responsible for assisting in monitoring water quality and maintaining pumps and filtration systems for Water Park during the summer months of June 1st - August 31st.
 - iv. City is responsible for maintaining water park pools (i.e. vacuuming, slide maintenance, play area maintenance, landscape).
 - v. PSJA and City agree to share expenses for maintenance costs for facility and pools (electricity, water usage, chemicals, etc.) as follows: **PSJA 50%, City 50%**. Any improvements to the swimming pool must be agreed to by both entities.

3. CONCESSION:

a. City Access and Use:

- i. City will be exclusively responsible for all concession operations for any and all events (including PSJA sponsored activities).
- ii. City is responsible for prepping concession stand, stocking and selling goods, collecting money, and cleaning after use.
- iii. PSJA must coordinate with the City on PSJA sponsored activities.

4. OFFICES, CLASSROOM, LOCKER ROOMS, OUTDOOR RESTROOMS:

a. PSJA Access and Use:

- i. PSJA is responsible for maintaining all offices, classrooms, and locker rooms designated for PSJA use (i.e. portables).
- ii. PSJA may request use of the outdoor restrooms (located in water park) for PSJA sponsored events.

b. City Access and Use:

- i. City is responsible for maintaining outdoor restrooms and offices designated for City use (i.e. portable and front office)

5. STAFFING:

a. PSJA:

- i. PSJA shall provide an aquatics director, certified pool operator, lifeguards, swim coaches, and lifeguards for all PSJA sponsored activities.

- ii. PSJA shall provide a certified pool operator to maintain and monitor water quality for all pumps and filtration systems for the Natatorium year-round.
- iii. PSJA shall provide a certified pool operator to maintain and monitor water quality for all pumps and filtration systems for the Water Park during the school year (September 1st-May 31st).

b. City: City is solely responsible for the staffing of city sponsored events for the Water Park and Natatorium including supervision, swim instructors, and lifeguards.

6. **AQUATIC CENTER FEES:** The City of Pharr will be responsible for any and all fees with regard to the Aquatic Center (Aquatic Park and Natatorium) to include entrance fees and Swim Club fees to be in compliance with The U.S. Department of Housing and Urban Development (CDBG) National Objectives. The City will adopt an ordinance establishing such rates and will advise PSJA ISD of this action.
7. **MUTUAL PAYMENT OBLIGATIONS.** Any payments between the parties will be made within thirty (30) days after receipt of charges. In the event that major facility equipment maintenance or replacement is required, such as air conditioning/heating system, water boiling system, filtration system, chemical feeding system, the chemical controller, or the Colorado Timing System, the parties agree to share these costs as followed: **City 50%; PSJA 50%**. City shall also reimburse PSJA 50% of the Certified Pool Operator's salary.
8. **PURCHASING.** Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and expenditures under this Agreement performed by each party.

COMPLIANCE

1. **CONFLICT WITH APPLICABLE LAW.** Nothing in this Agreement shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
2. **NO WAIVER.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
3. **ENTIRE AGREEMENT.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has

made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and PSJA, and not otherwise.

4. **TEXAS LAW TO APPLY.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
5. **NOTICE.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Pharr
 Attention: City Manager
 P.O. Box 1729
 Pharr, Texas
 78577

If to PSJA: P-SJ-A ISD
 Attention:
 Superintendent 601 E.
 Kelly
 Pharr, Texas 78577

6. **DELIVERY METHOD.** Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.
7. **ADDITIONAL DOCUMENTS.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
8. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
9. **ASSIGNMENT.** This Agreement shall not be assignable unless approved by all parties respective governing bodies.

10. **HEADINGS.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
11. **GENDER AND NUMBER.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
12. **AUTHORITY TO EXECUTE.** The execution and performance of this Agreement by City and PSJA have been duly authorized by all necessary laws, resolutions or legal action, and this Agreement constitutes the valid and enforceable obligations of City and PSJA in accordance with its terms.
13. **GOVERNMENTAL PURPOSE.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
14. **COMMITMENT OF CURRENT REVENUES ONLY.** In the event that, during any term hereof, the governing bodies of any party do not appropriate sufficient funds to meet the obligations of such party under this Agreement related to then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

WITNESS THE HANDS OF THE PARTIES effective when signed by the last party.

THE CITY OF PHARR

PSJA Independent School District

By: _____
Ambrosio Hernandez, Mayor

By: _____
PSJA ISD Board President

Date: _____

Date: _____

ATTEST: _____
Hilda Pedraza, City Clerk

ATTEST: _____
Estella Garza, Secretary

Approved as to Form:

Patricia Rigney, City Attorney

Approved as to Form:

Attorney for PSJA ISD



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: February 1, 2018

MEETING DATE: February 5, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation with legal and possible action on initiating litigation concerning Colonia Estrella Lot 77.

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 closed session.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 02/01/2018
Final Approval - 02/01/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: February 1, 2018

MEETING DATE: February 5, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation with legal and possible action concerning final payment to FJW Construction Company, LLC and settlement agreement.

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 closed session.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 02/01/2018
Final Approval - 02/01/2018