



**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, JULY 3, 2017**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2015-28. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation.

2. PUBLIC COMMENTS/PUBLIC HEARINGS:

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

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES: *(Ordinance No. O-2015-28). A registered speaker during the public hearing may not exceed three (3) minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

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

A) City Engineer's Report (ENGINEERING)

B) City Events of Interest (ADMINISTRATION)

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

A) Approval of minutes for June 5, 2017 City Commission Regular Called Meeting, and June 19, 2017 City Commission Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance adopting and establishing procedures/requirements to create a parking management use district. **3rd & Final Reading** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on request from Miracle Kids of South Texas for the usage of the Pharr Aquatic Center on July 19, 2017 from 3:30 p.m. to 5:30 p.m. (PARKS/PAL)

D) Consideration and action, if any, on 2017 TIPA Golf Tournament Silver Sponsorship for \$1,000. (BRIDGE)

E) Consideration and action, if any, on AMPHAC Membership Renewal for \$4,000. (BRIDGE)

F) Consideration and action, if any, authorizing participation at the Produce Marketing Association Fresh Summit Annual Conference Texas Town Pavilion for \$8,400. (BRIDGE)

G) Consideration and action, if any, authorizing City Manager to re-advertise for Request for Proposals for a Digital Sign at the Pharr International Bridge. (BRIDGE)

H) Consideration and action, if any, on renewal of Memorandum of Understanding with Texas Department of Public Safety for the Certification of Weight Enforcement Authority. (POLICE)

AGENDA REGULAR MEETING
July 3, 2017

I) Consideration and action, if any, on agreement between City of Pharr and RGV Water Works, LLC for Water and Waste Water Treatment Plants Technical Assistance services. (ADMINISTRATION)

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

1. Macumba Paradise, LLC, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.102 acres, more or less, out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1209 East Nolana Loop. CUP#160736 (DEVELOPMENT SERVICES)

2. Antonio Gomez Rodriguez and Sylvia Soto Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lots 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 109 East Ferguson Avenue. CUP#100623 (DEVELOPMENT SERVICES)

3. Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, 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 being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 9. CUP#140525 (DEVELOPMENT SERVICES)

4. Las Margaritas Restaurant, Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lots 7-10, Clock 28, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 106 North Cage Boulevard. CUP#160630 (DEVELOPMENT SERVICES)

5. Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson, Suite 1. (DEVELOPMENT SERVICES)

AGENDA REGULAR MEETING
July 3, 2017

6. Emma E. Guerra has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (14' x 19') in a Single-Family Residential District (R-1). The Property is legally described as being Lot 83, Pecan Plantation Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7711 South Pecan Plantation Circle. (DEVELOPMENT SERVICES)

PLATS:

1. MGE, representing City of Pharr, is requesting final plat approval of the proposed Pharr Development and Research Center Subdivision. The property is legally described as being a tract of land containing 5.00 acres, also being a part or portion of Lot 327, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of West Dicker Road. (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution suspending the July 20, 2017 effective date of the Statement of Intent of Texas Gas Service Company to increase rates within incorporated areas of its service territory. (ADMINISTRATION)

B) Consideration and action, if any, on Resolution authorizing city staff to consider request from Plantation Homeowners Association, establish traffic statue requirements, establish costs, and preparation of ordinance and traffic enforcement agreement for consideration establishing plantation roads as public for purposes of traffic enforcement by the Pharr Police Department. (POLICE)

6. ADMINISTRATIVE:

A) Consideration and action, if any, on Change Order Number 3 and Final Reconciliation of Quantities for Fire Station Number 3 Renovations (Bid Number 1617-01-528-0011) (ENGINEERING)

B) Consideration and action, if any, on Change Order Number 3 and Final Reconciliation of Quantities for the Single Machine Repaving Project Year 1 Phase B (Bid Number 1516-01-528-0036) (ENGINEERING)

AGENDA REGULAR MEETING
July 3, 2017

C) Consideration and action, if any, on Change Order Number 1 for the South Pharr Development & Research Center and Exhibit Hall (Bid Number 1617-01-528-0021) (ENGINEERING)

D) Discussion and possible action on the petition to designate Cage Blvd. to Lt. Col. Fidencio R. Barrera Blvd. (ENGINEERING)

E) Consideration and action, if any, on options for Logos on the City of Pharr's elevated storage tanks. (ADMINISTRATION)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into an agreement with SmartBridge (Crisis360) for emergency management incident management software. (EMERGENCY MANAGEMENT)

B) Consideration and action, if any, authorizing City Manager to enter into an agreement with NEOGOV for online applications and on boarding services. (INNOVATION & TECHNOLOGY)

C) Consideration and possible, if any, authorizing City Manager to enter into an updated Interlocal agreement with the City of Alamo for technical and professional services relating to radio communications. (INNOVATION & TECHNOLOGY)

D) Consideration and action, if any, on contract extension with CERES Environmental for the services of Catastrophic Event Debris Removal in the City of Pharr. (PUBLIC WORKS)

E) Consideration and action, if any, authorizing City Manager to enter and negotiate a contract with Halff Associates, Inc. for the FY16 Donations Acceptance Program (DAP)-Pharr LPOE Cargo Inspection Dock & Cold Inspection Facility Expansion and Agriculture Lab & Training Center Facility Project. (ENGINEERING)

F) Consideration and action, if any, on contract with XOANA for Road Signs and small Billboards in Reynosa. (BRIDGE)

G) Consideration and action, if any, on contract with UT-RGV for Trade Dashboard and Annual Report for the Pharr International Bridge. (BRIDGE)

H) Consideration and action, if any, on project Monday. (ADMINISTRATION)

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

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

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

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

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

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

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

AGENDA REGULAR MEETING
July 3, 2017

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

10. 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 30th day of June, 2017 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 30th day of June, 2017.

Hilda Pedraza
HILDA PEDRAZA, TRMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

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 - 06/27/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.B.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

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 - 06/27/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: June 28, 2017

MEETING DATE: July 3, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Financial Consideration: N/A

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 06/28/2017

Omar Anzaldúa

Approved - 06/28/2017

Karla Moya

Approved - 06/29/2017

Patricia Rigney

Approved - 06/29/2017

City Management Office

Final Approval - 06/29/2017

Design Phase

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

Construction Phase

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

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:	Conducted a kickoff meeting on June 20, 2017.
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:	Conducted a kickoff meeting on June 20, 2017.
Project Name:	365 Tollway Utility Adjustments
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Various utility relocations along • Jackson Rd (24" Waterline), • US 281/Cage Blvd (18" Waterline), • I-Road (24" Steel Casing for future waterline) • Thomas Rd/I Road (12" Waterline)
Status:	Plans are 90% Complete

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 • Cesar Chavez Elementary City/School Park • Dr. William Long Elementary City/School • Bike Trail in Floodway • Ford Elementary City/School Park • Nature Park • Splash Pad at Allen & William Arnold
Status:	• Allen & William Arnold Park - 60% Design Complete • Allen & William Arnold Park Splash Pad – 60% Design Complete • Nature Park – 50% Design Complete • Cesar Chavez – 60% Design Complete • Dr. William Long – 60% Design Complete • Bike Trail – 40% Design Complete – Not much room for this park due to agreement with PSJA to farm this land. • Ford Park – 60% Design Complete
Project Name:	Renovations of Jose "Pepe" Salinas Civic Center
Design Architect:	Diseño
Description:	Renovations of an approximately 16,000 s.f. facility
Status:	1. Three (3) Schematics have been completed. 2. Developed three (3) 3D architectural design models of the facility

Project Name	South Pharr Development and Research Center Part A		
Architect	The Warren Group, Inc		
Contractor	Holchemont		
Contract Amount	\$2,433,000	Contract Time (days)	240
Notice to Proceed	4/9/2017	Contract Time Used:	33.33%

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

Status: Construction is approximately 28.9% Complete

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:	33.33%

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

Status: Construction is approximately 39.4% Complete

Pictures:



Project Name:	Jones Box Park Parking Lot Improvements		
Engineer	Melden & Hunt		
Contractor	Mor-Wil, LLC		
Contract Amount	\$579,410	Contract Time (Days)	120
Notice to Proceed	1/19/2017	Contract Time Used:	133.33%

Description: Construction of a new parking lot and various, walking trail resurfacing, Basketball courts and soccer fields.

Status: Construction is approximately 67% complete

Pictures:



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:	22.15%
Description: Widening of Owassa Rd between Jackson Rd and US 281 Frontage, and various drainage improvements.			
Status: Construction is Ongoing			
Pictures:			
			

Project Name:	West Moore Rd Improvements		
Engineer	Melden & Hunt		
Contractor	Texas Cordia Construction		
Contract Amount	\$332,153	Contract Time	100
Notice to Proceed	3/29/2017	Contract Time Used:	91.00%

Description: Reconstruction of West Moore Rd and the widening of Moore Rd at Jackson Rd. and Cage Blvd Intersections

Status: Mainlanes are complete, TXDOT has approved the intesection modifications and contractor will commence work 1st week of July

Pictures:



Project Name:	Single Maching Repaving Project Year 2		
Engineer	City of Pharr-Engineering Department		
Contractor	Cutler		
Contract Amount	\$2,807,023	Contract Time (Days)	180
Notice to Proceed	1/23/2017	Contract Time Used:	86.67%

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

Status: Contractor has completed the project. Contractor has been issued a Punch List for items that need to be addressed before closing the job.

Pictures:



Project Name:	Downtown Street Lighting Improvement		
Engineer	SDI		
Contractor	OCL Enterprises, LLC		
Contract Amount	\$181,050	Contract Time (Days)	120
Notice to Proceed	3/23/2017	Contract Time Used:	80.83%

Description: Improve lighting along N. Cage Blvd from Polk Ave. to Business 83.

Status: Project is 89% complete. All light poles are in place including fixtures. Paver Perimeters being installed on the poles. AEP has provided power to 3 of the 8 service poles.

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:	18.63%

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

Status: Concrete Pedestal is complete. Contractor to begin the concrete dome roof. Project is about 25% 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:	87.04%

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 Ongoing

Pictures:



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:	91.67%

Description: New Liftstation and 16-in Forcemain Improvements

Status: Construction is 70% 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:	65.19%

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

Status: Demolition of clarifier was commenced.

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	TBD	Contract Time Used:	0%
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: Contract has been awarded. Awaiting to received executed contracts to issue the Notice to Proceed.			
Pictures:(None)			

Project Name:	Jackson Rd and Cage Blvd Raised Medians		
Engineer	R. Gutierrez Engineering Corp.		
Contractor	IOC		
Contract Amount	\$297,849	Contract Time (Days)	60
Notice to Proceed	6/29/2017	Contract Time Used:	#NUM!
Description: Construction of raised concrete medians, and pavement striping along Jackson Rd and Cage Blvd.			
Status: Contract has been awarded. Awaiting to received executed contracts to			
Pictures: (None)			

Project Name:	South Pharr Water Tower Rehabilitation		
Engineer	Dunham Engineering, Inc.		
Contractor	Blastco		
Contract Amount	\$127,600	Contract Time (Days)	90
Notice to Proceed	TBD	Contract Time Used:	0%
Description: Rehabilitation and repainting of a 750,000 gallon composite			
Status: Contract has been awarded. Awaiting to received executed contracts to issue the Notice to Proceed.			
Pictures: (None)			

Project Name:	Jones Box Park Landscape and Irrigation Improvements		
Engineer	Heffner Design Team, PLLC		
Contractor	Southern Landscapes		
Contract Amount	\$79,050	Contract Time (Days)	90
Notice to Proceed	TBD	Contract Time Used:	0%
Description: Various landscape and irrigation improvements at Jones Box Park			
Status: Contract has been awarded. Awaiting to received executed contracts to issue the Notice to Proceed.			
Pictures: (None)			



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

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 - 06/27/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: June 23, 2017

MEETING DATE: July 3, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of minutes for June 5, 2017 City Commission Regular Called Meeting, and June 19, 2017 City Commission Regular 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 minutes as submitted.

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 06/23/2017
Final Approval - 06/29/2017

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JUNE 5, 2017
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, June 5, 2017 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto Carrillo
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: Comm. Mario Bracamontes

STAFF PRESENT: Juan G. Guerra, City Manager
Edward Wylie, Asst. City Manager
Hilda Pedraza, City Clerk
Imelda Barrera, Asst. City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Rodolfo Martinez, Municipal Court Judge
Ruben Villescas, Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Eddie De Leon, Asst. Public Utilities Dir.
Sergio Alains, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jason Arms, I.T. Director
Luis Bazan, Bridge Director
Victor Perez, PEDC II Director

CITY ATTORNEY Patricia Rigney, Attorney

ITEM 1. CALL TO ORDER

Mayor Hernandez called the meeting to order at 4:01 p.m. Roll Call established a quorum.

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

No action on excusing the absent member was taken by Board of Commissioners.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Juan G. Guerra, City Manager, led in the pledge of allegiance and Ruben Villescas, Police Chief, said the invocation.

ITEM 2. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

No one signed up to speak.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

No one signed up to speak.

ITEM 3. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT (ENGINEERING)

Juan G. Guerra, City Manager, introduced the City Engineer's Report and stated any questions could be entertained at this time. There were no questions.

B) CITY EVENTS OF INTEREST (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the events of interest and reported that Public Works would be conducting the Monthly Operation Clean Sweep on Saturday, June 24, 2017 at the Public Works located at 1015 E. Ferguson, beginning at 8:00 a.m.

Juan G. Guerra, City Manager, stated the Boggus Ford Events Center would be having an event called Faithful Past Get Healthy Mega Clinic on Friday, June 23, 2017 to Sunday, June 25, 2017 from 8:00 a.m. to 5:00 p.m. He mentioned the clinic would be having free medical, dental and vision services for the public.

Juan G. Guerra, City Manager, reported the Parks & Recreation Department would be having Movies at the Park at Victor Garcia Park and movie being featured was Secret Life of Pets on Saturday, June 10, 2017.

Juan G. Guerra, City Manager, announced the Pharr Aquatic Center was now open to the public and stated the weekdays' entry fee was seven dollars (\$7.00) for adults and four dollars (\$4.00) for children under twelve (12) years and under. He also stated

the weekend rates for Saturday and Sunday entrance was ten dollars (\$10.00) for adults and five dollars (\$5.00) for children twelve (12) years and under.

Juan G. Guerra, City Manager, stated the Pharr Economic Development Corporation II (PEDC) would be hosting a groundbreaking for Index Fresh on Tuesday, June 6, 2017, at Pharr Produce District, 1100 W. Capote Central Ave., at 10:00 a.m. He mentioned Index Fresh was a worldwide marketer of avocados alongside Tippman Innovation, a specialty industrial cold storage builder and the groundbreaking would be to commence the build of a 60,000 sq. ft. avocado ripening and distribution facility.

Juan G. Guerra, City Manager, reported a Ribbon Cutting for Espino's Furniture located at 2210 S. Cage Blvd and would take place on Wednesday, June 14, 2017, at 10:00 a.m. He also stated Espino's Tires would also be hosting a Ribbon Cutting to celebrate their one year anniversary in the city of Pharr.

Juan G. Guerra, City Manager, reported a Ribbon Cutting for United Mix Pharmacy located at 710 S. Cage Blvd., Ste. D, would take place on June 15, 2017 at 6:00 p.m.

Juan G. Guerra, City Manager, announced a check presentation would be made from City of Pharr to UTRGV on Tuesday, June 13, 2017 at 10:00 a.m. He invited everyone to the press conference and stated the conference will show the city's support for the medical school and highlight the operations leading to state funding of the medical school.

Juan G. Guerra, City Manager, announced Carlos Salazar was the employee of the month for the month of April 2017. He stated he is an employee of the Public Works Department and has exceeded all the Pharr PRIDE leadership principles and traits. He commended Mr. Salazar on his top quality performance and thanked him for going above and beyond.

ITEM 4. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR MAY 15, 2017 CITY COMMISSION REGULAR CALLED MEETING; MAY 15, 2017 SPECIAL CALLED MEETING; AND MAY 18, 2017 SPECIAL CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ESTABLISHING REQUIREMENTS, ADMINISTRATIVE APPROVAL, ROUTES FOR ALL 5K,10K, AND HALF MARATHON EVENTS AND OTHER APPLICABLE ACTIVITIES - 3RD & FINAL READING (PARKS/PAL)**
- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O- 84-42 DECREASING MEMBERS OF PARKS &**

RECREATION COMMITTEE FROM NINE (9) TO SEVEN (7) *ADOPTION ON 1ST READING (PARKS/PAL)*

- D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING PARTICIPATION IN THE TEXAS SHORT TERM ASSET RESERVE PROGRAM (TEXSTAR) AND DESIGNATING AUTHORIZED REPRESENTATIVES (FINANCE)**
- E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING PARTICIPATION IN IBC BANK- CERTIFICATE OF DEPOSIT AND DESIGNATING AUTHORIZED REPRESENTATIVES (FINANCE)**
- F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING PARTICIPATION IN FROST BANK- CERTIFICATE OF DEPOSIT AND DESIGNATING AUTHORIZED REPRESENTATIVES (FINANCE)**
- G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION CALLING THE REDEMPTION OF CERTAIN CITY OF PHARR TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2012; DIRECTING THE REDEMPTION OF SUCH BONDS; AND CONTAINING OTHER MATTER RELATED THERETO (FINANCE)**
- H) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF THE PHARR-REYNOSA INTERNATIONAL BRIDGE SEALED EXPANSION JOINT REPAIR PROJECT AS COMPLETE, AND AUTHORIZATION TO RELEASE FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$ 83,355.30 (BID NO. 1516-70-510-0024) (ENGINEERING)**
- I) CONSIDERATION AND ACTION, IF ANY, APPROVING LIST AND PUBLIC AUCTION OF CITY DEPARTMENTS SURPLUS, AWARDED, UNCLAIMED AND SEIZED PROPERTY (POLICE)**
- J) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT BETWEEN CITY OF PHARR AND BOND & BOND AUCTIONEERS & REALTY FOR AN AUCTION OF CITY SURPLUS PROPERTY (POLICE)**
- K) CONSIDERATION AND ACTION, IF ANY, TO ENTER INTO AN AGREEMENT WITH THE WENDORF DETECTIVE AGENCY FOR PROFESSIONAL SERVICES (HR)**
- L) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF MEMORANDUM OF UNDERSTANDING / CERTIFICATION OF COMMERCIAL VEHICLE**

ENFORCEMENT AUTHORITY BETWEEN TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE PHARR POLICE DEPARTMENT (POLICE)

- M) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM MESQUITE TREATMENT CENTER, LLC. FOR THE USAGE OF THE PARKS AND RECREATION CONFERENCE ROOM FOR THEIR SUMMER OUTPATIENT PROGRAM (PARKS/PAL)**
- N) CONSIDERATION AND ACTION, IF ANY, ON APPROVAL OF CHANGE ORDER NUMBER 2 FOR THE DOWNTOWN STREET LIGHTS IMPROVEMENTS PROJECT (ENGINEERING)**
- O) CONSIDERATION AND ACTION, IF ANY, ON SPECIAL SPONSORSHIP FOR MEXICO'S 78TH ANNUAL NATIONAL CUSTOMERS BROKERS ASSOCIATION CONFERENCE (BRIDGE)**
- P) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
- 1. SABOR DE LA FRONTERA RESTAURANTE, LLC REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS LOT 2, CANTU-GUERRA SUBDIVISION NO. 2, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 405 NORTH VETERANS BOULEVARD. CUP#170424**
 - 2. JUAN F. GARZA, D/B/A MUELLE 37, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.073 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 2, BROWNING COMMERCIAL AREA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 1000 NORTH CAGE BOULEVARD, SUITE A. CUP#150325**
 - 3. RGV PIZZA HUT, LLC D/B/A PIZZA HUT OF PHARR, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE NORTH 256.0'-EAST 125.0' OF BLOCK 1, PALM HEIGHTS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 1001 WEST HIGHWAY 83. CUP#010519**
 - 4. RED TAPE II, INC., D/B/A STILETTOS GENTLEMEN'S CLUB REQUESTED 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

Q) PLATS:

- 1. ROLANDO CRUZ, REPRESENTING JORGE SALAZAR, IS REQUESTING FINAL PLAT APPROVAL OF THE PROPOSED JADE SUBDIVISION.THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 2.046 ACRES OF LAND BEING A RE-PLAT OF ALL OF LOT 34, BEAMSLEY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY IS LOCATED AT THE 1100 BLOCK OF WEST EISENHOWER STREET. SUB#160615**

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

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

Ordinances O-2017-21 and O-2017-22 are filed with the City Clerk's Office. Resolutions R-2017-34, R-2017-35, R-2017-36 and R-2017-37 are filed with the City Clerk's Office.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING AND ESTABLISHING PROCEDURES/REQUIREMENTS TO CREATE A PARKING MANAGEMENT USE DISTRICT. 1ST READING (DEVELOPMENT SERVICES)**

Juan G. Guerra, City Manager, introduced the item and stated this was the first reading of the ordinance and recommended approval.

Comm. Carrillo asked if this was for the downtown area. Juan G. Guerra, City Manager, replied no and stated this for the bridge area to get semi-trailers off of city roads and onto a parking area.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-76-09 BEAUTIFICATION COMMITTEE ADOPTION ON 1ST READING (ADMINISTRATION)**

Juan G. Guerra, City Manager, introduced the item and stated adoption of the Ordinance would be on first reading and recommended approval.

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

Ordinance O-2017-23 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING A MAYOR PRO TEM AND ALTERNATE MAYOR PRO TEM (ADMINISTRATION)

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

Mayor Hernandez **moved** to appoint Comm. Roberto "Bobby" Carrillo as Mayor Pro Tem and Comm. Eleazar Guajardo as Alternate Mayor Pro Tem. Comm. Medina seconded the motion and when put to a vote, it carried unanimously

Resolution R-2017-38 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING FIVE (5) MEMBERS TO THE BEAUTIFICATION COMMITTEE (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended Richard Carranza, Romeo Robles, Irma Elizondo, Olivia Ramirez, and Mari Caballero.

Comm. Carrillo **moved** to appoint Richard Carranza, Romeo Robles, Irma Elizondo, Olivia Ramirez, and Mari Caballero to the Beautification Committee. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously

Resolution R-2017-39 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING SEVEN (7) MEMBERS TO THE PARKS & RECREATION COMMITTEE (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended Allen Williams, Rebecca Lizcano, Frank Nunez, Oralia Rodriguez, Eduardo Mata, Johnny Ramos, and Mari Caballero.

Comm. Carrillo **moved** to appoint Allen Williams, Rebecca Lizcano, Frank Nunez, Oralia Rodriguez, Eduardo Mata, Johnny Ramos, and Mari Caballero to the Parks &

Recreation Committee. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously

Resolution R-2017-40 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE TAX INCREMENT REINVESTMENT ZONE #1 (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo, Comm. Ricardo Medina, and Comm. Mario Bracamontes.

Comm. Carrillo moved to appoint Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo, Comm. Ricardo Medina, and Comm. Mario Bracamontes to the TIRZ #1 Board. Comm. Medina seconded the motion and when put to a vote, it carried unanimously

Resolution R-2017-41 is filed with the City Clerk's Office.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE TAX INCREMENT REINVESTMENT ZONE #2 (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo, Comm. Ricardo Medina, and Comm. Mario Bracamontes.

Comm. Carrillo moved to appoint Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo, Comm. Ricardo Medina, and Comm. Mario Bracamontes to the TIRZ #2 Board. Comm. Medina seconded the motion and when put to a vote, it carried unanimously

Resolution R-2017-42 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 (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended Comm. Ricardo Medina.

Comm. Carrillo **moved** to appoint Comm. Ricardo Medina to the PEDC II Board of Directors. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously

Resolution R-2017-43 is filed with the City Clerk's Office.

I) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING THREE (3) REGULAR MEMBERS OF THE BOARD OF ADJUSTMENT (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, introduced the item and recommended Hector Guerra Sr., Ruben Luna, and Guadalupe Cano.

Comm. Carrillo **moved** to appoint Hector Guerra Sr., Ruben Luna, and Guadalupe Cano to the Board of Adjustment. Comm. Medina seconded the motion and when put to a vote, it carried unanimously

Resolution R-2017-44 is filed with the City Clerk's Office.

J) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FIVE (5) MEMBERS TO THE BRIDGE BOARD (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended Praxedis Gutierrez, Larry Hernandez, Edgar Delgadillo, Tony Martinez, and Artemio "Chemo" Palacios.

Comm. Carrillo **moved** to appoint Praxedis Gutierrez, Larry Hernandez, Edgar Delgadillo, Tony Martinez, and Artemio "Chemo" Palacios to the Bridge Board. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously

Resolution R-2017-45 is filed with the City Clerk's Office.

K) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE CREATION OF A 9-1-1 EMERGENCY COMMUNICATIONS CENTER FOR THE CITY OF PHARR, ALLOCATE FUNDS, RE-ASSIGN, CREATE OR HIRE PERSONNEL, CREATE A 9-1-1 COMMUNICATIONS ADVISORY BOARD AND PERFORM SUCH MODIFICATIONS OR CHANGES AS NEEDED (ADMINISTRATION)

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

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

Resolution R-2017-46 is filed with the City Clerk's Office.

ITEM 7. CONTRACTS/AGREEMENTS

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CREATE THE BRIDGE FOR THE DEVELOPMENT OF A MOBILE APPLICATION (INNOVATION & TECHNOLOGY)

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

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

F) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT WITH CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (CCRMA) FOR A TOLL COLLECTION SYSTEM (BRIDGE)

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

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

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

ITEM 9. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA. IN ACCORDANCE WITH THE FOLLOWING BELOW

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

ITEM 10. RECONVENE

The time being 5:13 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 6. ADMINISTRATIVE

A) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON DIRECTORS YEARLY EVALUATIONS (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and stated no action needed.

B) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON CITY MANAGER EVALUATION (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and stated no action needed.

ITEM 7. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, GIVING THE MAYOR AUTHORITY TO NEGOTIATE AND ENTER INTO EMPLOYMENT CONTRACTS FOR BOTH THE ASST. CITY MANAGER AND CITY MANAGER (LEGAL)

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

Comm. Medina **moved** to approve item as discussed in closed session. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously

B) CONSIDERATION AND ACTION, IF ANY, ON ADDENDUM TO PROJECT AGREEMENT FOR CONSTRUCTION MANAGER SERVICES (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and stated this was with Easton Acquisitions and recommended approval as discussed in closed session.

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

D) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF SERVICE CONTRACT FOR USED TIRES AND RUBBER SCRAP REMOVAL AND DISPOSAL/RECYCLING SERVICES. (BID NO. 1617-01-517-0034) (PUBLIC WORKS)

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

Omar Anzaldua, City Engineer, recommended awarding bid to Texas Land Reclamation d/b/a UTW Tire Collection Services. He stated the rate they were offering was \$17.50 per fifty-three foot (53') load.

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

E) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR THE JACKSON RD. AND CAGE BLVD. RAISED MEDIANS CONSTRUCTION PROJECT BID NO. (1617-01-528-0027) (ENGINEERING)

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

Omar Anzaldua, City Engineer, stated that based on the letter of recommendation and the review of the bids, he recommended IOC Company LLC. be awarded contract.

Comm. Carrillo asked what the timeline of project was. Ramiro Gutierrez, Project Engineer, stated there was only two (2) months allotted for the completion of project.

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

G) CONSIDERATION AND ACTION, IF ANY, ON PROFESSIONAL SERVICE AGREEMENT AND LOBBYING SERVICES TO REMODEL AND RECONFIGURE A THIRD LANE THAT WILL ALLOW THE ACCESS OF EMPTY TRUCKS AND PASSENGER VEHICLES FROM THE HIGHWAY TO THE TOLL STATION/CAPUFE (BRIDGE)

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

Luis Bazan, Bridge Director, recommended Border Infrastructure Consulting LLC.

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

H) CONSIDERATION AND ACTION, IF ANY, ON TERMINATING CONTRACT WITH ING A.K.A. VOYA FINANCIAL FOR GROUP DEFERRED TAX SHELTERED ANNUITY AND GROUP DEFERRED ANNUITY CONTRACT (HR)

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

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

ITEM 8. LEGAL

A) LEGAL CONSULTATION, AND CONSIDERATION AND ACTION, IF ANY, ON CITY OF PHARR V. KEN PAXTON, ATTORNEY GENERAL OF TEXAS, D-1-GN-16-003632 (LEGAL)

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

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

B) LEGAL CONSULTATION, AND CONSIDERATION AND ACTION, IF ANY, ON CONTRACT CONCERNING TEXAS RESOURCE CONSULTANTS (LEGAL)

Juan G. Guerra, City Manager, introduced the item and stated no action needed.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Medina moved to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:17 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 5th DAY OF JUNE 2017 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JUNE 19, 2017
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, June 19, 2017 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Mayor Pro-Tem 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, Asst. City Manager
Hilda Pedraza, City Clerk
Imelda Barrera, Asst. City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Ruben Villescas, Police Chief
Leonardo Perez, Fire Chief
Roland Gomez, Development Services
Eddie De Leon, Public Utilities
Sergio Alains, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Luis Bazan, Bridge Director
Victor Perez, PEDC II Director

CITY ATTORNEY Patricia Rigney, Attorney

ITEM 1. CALL TO ORDER

Mayor Hernandez called the meeting to order at 4:04 p.m. Roll Call established a quorum.

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

All present.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Juan G. Guerra, City Manager, led in the pledge of allegiance and Ruben Villegas, Police Chief, said the invocation.

ITEM 3. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

No one signed up to speak.

B) PUBLIC HEARING

No one signed up to speak.

ITEM 4. CITY MANAGER'S REPORTS

A) PROPERTY TAX COLLECTION REPORT MAY 2017(FINANCE)

Juan G. Guerra, City Manager, introduced the tax collection report for the month of May 2017 and reported both current and delinquent taxes were up.

B) JUNE 2017 SALES TAX COLLECTION REPORT (FINANCE)

Juan G. Guerra, City Manager, reported sales tax were down 3% for the month of June 2017 but were positive for the year.

C) CITY EVENTS OF INTEREST (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the events on interest and reported Public Works would be having their Monthly Operation Clean Sweep (OCS) on Saturday, June 24, 2017 at the Pharr Public Works Building, 1015 E. Ferguson, beginning at 8:00 am.

Juan G. Guerra, City Manager, further reported the Faithful Past Get Healthy Mega Clinic would be held on June 23-25, 2017 at the Boggus Ford Events Center and stated free dental, medical and vision services will be provided to the public.

Juan G. Guerra, City Manager, reminded everyone that the Independence Day Festival was scheduled for Saturday, July 1, 2017 at Dr. William Long Elementary School located at 3700 Raider Drive from 6:00 p.m. to 10:00 p.m. and invited the public to join us for food, music, carnival rides, and fireworks.

Juan G. Guerra, City Manager, announced the City of Pharr would be hosting the All Star Sectional Baseball Tournaments on Monday, June 19, 2017 at 6:00 pm. at Witten Park and Pharr Sports Complex. He also reported the Movies at the Park would be held on Saturday, June 24, 2017 at Jones Box Park featuring the movie Moana starting at sunset. Mr. Guerra further reported the Pharr Parks & Recreation would be hosting a TAAF practice swim on Saturday, June 24, 2017 at 8:00 a.m. at the Pharr Aquatic Center and a TAAF practice track meet at PSJA North High School on Friday, June 30, 2017 at 8:00 a.m.

Juan G. Guerra, City Manager, reported the grand opening ceremony for Sears Appliance and Mattress would be held on June 22, 2017 at 10:00 a.m. at 500 N. Jackson Road. He further reported PEDC would be hosting a SBA Workshop "Choosing the correct Legal Entity for your Business" on June 22, 2017 at 1:00 p.m. at 1215 S. Cage. He stated this month's workshop was to learn about the legal requirements for small businesses.

At this time, Juan G. Guerra, City Manager, recognized Finance Department for receiving the Distinguished Budget Presentation Award from the Government Finance Officers Association. He stated this award is the highest form of recognition in governmental budgeting and represents a significant achievement by our finance department. A certificate of recognition has been presented to Karla Moya, Finance Director.

ITEM 4. CONSENT AGENDA

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING AND ESTABLISHING PROCEDURES/REQUIREMENTS TO CREATE A PARKING MANAGEMENT USE DISTRICT. 2ND READING (DEVELOPMENT SERVICES)

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION TO THE STATE OF TEXAS LOCAL BORDER SECURITY PROGRAM FY 2018 (POLICE)

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR RFP'S FOR ENERGY SERVICES (FINANCE)

D) CONSIDERATION AND ACTION, IF ANY, APPROVING RENEWAL OF PEDC LINE OF CREDIT WITH LSNB AS APPROVED BY PEDC II BOARD (FINANCE)

E) CONSIDERATION AND ACTION, IF ANY, TO ENTER INTO AN AGREEMENT WITH MICHAEL GABRIELSON OF LONE STAR INSURANCE SERVICES FOR RISK MANAGEMENT SERVICES FOR PROCUREMENT OF PROPERTY AND CASUALTY INSURANCE FOR CITY OF PHARR (HR)

F) CONSIDERATION AND ACTION IF ANY, ON A REQUEST FROM THE CITY OF HIDALGO FOR USE OF THE CITY OF PHARR'S MOBILE STAGE FOR THEIR 4TH OF JULY EVENT TO BE HELD ON TUESDAY JULY 4TH 2017 (PUBLIC WORKS)

G) CONSIDERATION AND ACTION, IF ANY, ON APPROVAL OF CHANGE ORDER NO. 1 FOR THE WEST MOORE RD. IMPROVEMENTS PROJECT (BID NO. 1617-01-528-0025) (ENGINEERING)

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

1. REYNALDO MATA RIOS, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO RESIDENTIAL MOBILE-HOME DISTRICT (R-MH). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 2.53 ACRES OF LAND, OUT OF LOT 236, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 2700 BLOCK OF SOUTH CAGE BOULEVARD. COZ#170532

2. VICTOR PEREZ, EXECUTIVE DIRECTOR OF PHARR ECONOMIC DEVELOPMENT CORPORATION, REPRESENTING PHARR ECONOMIC DEVELOPMENT CORPORATION II, REQUESTED A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE SOUTH 250 FEET OUT OF LOT 2, PHARR CITRUS ORCHARD CO. SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 1300 BLOCK OF WEST BUSINESS 83. COZ#170533

3. ESPONJAS DEVELOPMENT, LTD, REPRESENTING RONALD DEE BOLLMAN, TRUSTEE OF THE RONALD DEE BOLLMAN TRUST, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 20 ACRES, MORE OR LESS, OUT OF THE EAST ½ OF LOT 78, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 700 BLOCK OF EAST OWASSA ROAD. COZ#170525

4. SAMES, INC., REPRESENTING RAMON GUAJARDO, JR., OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.61-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 147, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 400 BLOCK OF EAST FERGUSON AVE.

5. CHRISSY SANCHEZ, REPRESENTING PHARR CENTER CHURCH, REQUESTED A

LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH IN AN AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, TRINITY WORSHIP CENTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS 4801 NORTH IH 69C. CUP#170530

6. SONIA GARCIA, REPRESENTING CENTRO FAMILIAR CRISTIANO IGLESIA DEL PUEBLO, REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH IN A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 14, LAS FUENTES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 424 WEST NAVARRO STREET. CUP#170212

7. MR. RAMIRO ARMENDARIZ, REPRESENTING RED TAPE, D/B/A STILETTOS CABARET, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 2, ALBRAD SUBDIVISION UNIT #3, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1050 NORTH SUGAR ROAD. CUP#110537

8. MARIA DOLORES MONTENEGRO, D/B/A PATO'S PLACE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS THE WEST 8.6 FEET OF LOT 29 AND ALL OF LOT 30, BLOCK 30, PHARR ORIGINAL TOWNSITE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 226 WEST STATE AVENUE. CUP#990583

9. ALBA DORA PEDRAZA, D/B/A SEPI'S, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 22, BLOCK 30, PHARR ORIGINAL TOWNSITE, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 212 WEST STATE STREET. CUP#120423

PLATS:

1. MELDEN & HUNT, INC., REPRESENTING LARRY SCHNEIER, GOVERNING PERSON FOR PHARR TERMINAL, LLC, REQUESTED PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED PHARR TERMINAL SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A RE-SUBDIVISION OF 4.852 ACRES OUT OF LOT 100, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 300 BLOCK OF EAST NOLANA LOOP.

2. MELDEN & HUNT INC., REPRESENTING TOMAS CORONA, OWNER, REQUESTED

FINAL PLAT APPROVAL OF THE PROPOSED DELTA SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A RE-SUBDIVISION OF 3.688 ACRES OUT OF LOT 166, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 600 BLOCK OF WEST IH-2.

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

Comm. Carrillo **moved** to approve consent agenda as recommended. Comm. Medina seconded the motion and when put to a vote, it carried by a majority vote of six (6) ayes and one (1) abstention. Mayor Hernandez abstained from voting on items 4 (D) and (E).

Ordinance O-2017-24, O-2017-25, and O-2017-26 are filed with the City Clerk's Office. Resolution No. R-2017-47 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO A CONTRACT WITH UNIVERSITY OF TEXAS RIO GRANDE VALLEY (UTRGV) TO CONDUCT A SURVEY QUESTIONNAIRE (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and briefly stated the purpose of the survey would be mailed out to a portion of the residents of the city and the cost would be approximately \$10,000. He further recommended approval.

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

Resolution No. R-2017-48 is filed with the City Clerk's Office.

ITEM 6. CONTRACTS/AGREEMENTS

A) 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 PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and briefly stated the sidewalks would lead to Dan Ramirez Elementary, Aida Escobar Elementary, Carnahan

Elementary, Carmen Anaya Elementary, and Kelly-Pharr Elementary and the estimated cost was \$46,000. He further recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH R. GUTIERREZ ENGINEERING CORPORATION FOR PROFESSIONAL SURVEYING SERVICES FOR THE FY2017 "5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES-PROJECT" (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and stated grant monies would be used for this project and the estimated cost for surveying was \$11,000. He further stated staff recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR TWO TRAFFIC SIGNAL IMPROVEMENTS: VETERANS BOULEVARD AT KELLY AVENUE AND AT ELDORA ROAD (BID NO. 1617-01-528-0035) (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and stated staff recommended D&G Energy Corp.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A MASTER GRADE CROSSING MAINTENANCE AGREEMENT WITH RIO VALLEY SWITCHING COMPANY FOR THE MAINTENANCE AND REPAIR OF RAILROAD CROSSINGS WITHIN THE CITY OF PHARR (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and briefly stated the purpose of the agreement was to upgrade the various railroad crossings within the City of Pharr, which were in need of repair. He stated approximately it would be \$50,000 per railroad crossing and recommended approval.

Comm. Carrillo asked if the city would be liable for the repairs. Mr. Guerra stated the City had requested the repairs to the railroad company and since they were the only

ones who can do the work, an interlocal agreement was needed. He further stated the liability would be on them.

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

E) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL COOPERATION AGREEMENT WITH HIDALGO COUNTY FOR UTILIZATION OF HIDALGO COUNTY POOL (PARKS/PAL)

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

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

ITEM 7. 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

None.

ITEM 8. RECONVENE

None.

ITEM 9. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Carrillo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:14 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

MINUTES: REGULAR CALLED MEETING
JUNE 19, 2017

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

ON THIS THE 19th DAY OF JUNE 2017 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: May 30, 2017

MEETING DATE: July 3, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance adopting and establishing procedures/requirements to create a parking management use district.
3rd & Final Reading

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Consideration and action, if any, on adopting an ordinance that establishes procedures/requirements to create a parking management use district.

Financial Consideration: N/A

Staff Recommendation: Staff is recommends approval of adopting an ordinance that establishes procedures/requirements to create a parking management use district.

Alternatives: N/A

ROUTING:

Alexandra Esparza

Created/Initiated - 05/30/2017

Roland Gomez

Approved - 05/31/2017

Melanie Cano

Approved - 05/31/2017

Patricia Rigney

Approved - 05/31/2017

City Management Office

Final Approval - 05/31/2017

AN ORDINANCE AMENDING CHAPTER 126 “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES OF THE CITY OF PHARR, TEXAS, BY ADDING ARTICLE XII “PARKING MANAGEMENT USE DISTRICT” TO THE CODE OF ORDINANCES OF THE CITY OF PHARR; SETTING OUT PROCEDURES AND/OR REQUIRMENTS TO ESTABLISH A PARKING MANAGEMENT USE DISTRICT; PROVIDING FOR SEVERABILITY; DECLARING A PENALTY; PROVIDING FOR APPEALS; PROVIDING FOR APPLICABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF, REPEALING ALL ORDINANCES IN CONFLICT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, parking districts improve land use efficiency and can create a more pedestrian friendly environment and reduce traffic congestion; and

WHEREAS, revenues gained through parking and transportation use district are reinvested into the community to enhance mobility, pedestrian safety and traffic conditions; and

WHEREAS, the City proposes to make certain improvements to public safety on roadways by reducing the off-street parking of tractor/trailers and heavy vehicles on public roads; and

WHEREAS, the Board of Commission finds that a parking and transportation management district will effectively manage an area’s parking supply and demand so that parking is convenient and available

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

SECTION 1: The Code of Ordinances of the City of Pharr, Texas is hereby amended at Chapter 126 (“Traffic and Vehicles”) to add Article XII (“Parking Management Use District”) to read as follows:

PARKING MANAGEMENT USE DISTRICT

Sec. 142-410. PURPOSE AND INTENT

The purpose of this ordinance is to reduce hazardous traffic conditions resulting from the use of streets by commercial, heavy commercial, limited industrial and/or heavy industrial vehicles; to protect districts from polluted air, excessive noise, litter and refuse caused by the entry of such vehicles' to protect the residents of such districts from unreasonable burdens in gaining access to their residences; to preserve the character of districts such as residential districts, to promote efficiency in the maintenance of public streets in a clean and safe condition, and to preserve the safety of pedestrians and traffic, as well as the peace, good order, comfort, convenience and welfare of the inhabitants of the City.

Sec. 142-411. DEFINITIONS

Words and phrases used in this chapter shall have the meanings set forth in this section, unless the context of their usage clearly requires otherwise. Words and phrases which are not defined in this chapter but are defined in other ordinances of the City of Pharr shall be given the meanings set forth in those ordinances. When not inconsistent with the context, words used in the present tense shall include the singular number (and vice versa); words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). Headings and captions are for reference purposes only. Other words and phrases shall be given their common, ordinary meaning unless the context clearly requires otherwise.

- 1) **City** means the City of Pharr.
- 2) **City Commission** means the City of Pharr's Board of Commissioners
- 3) **Director** means the director of the department responsible for the applicable duty.
- 4) **District** means a geographic area in which the City Commission finds that traffic flow on public streets requires a higher level of management than commonly provided and takes measures that will facilitate traffic flow objectives.
- 5) **Off-street paid public parking** means parking located in City owned garage or surface lot for which payment is required to park.
- 6) **Public-Private Partnership (P3)** is a contractual arrangement between a public agency (federal, state or local) and a private sector entity.

- 7) ***Parking and Transportation Management District***-is a defined geographic area that may include a mix of retail, entertainment, commercial, medical, educational, civic, heavy commercial, limited industrial and/or heavy industrial uses and residential uses, in which City Commission finds that traffic flow on public streets requires a higher level of management than commonly provided and determines that parking meters will facilitate traffic flow objectives.

Sec.126.412. PARKING AND TRANSPORTATION MANAGEMENT DISTRICT

- (A) A District is an area defined by separate ordinance, consisting of a geographic area that may include but is not limited to a mix of retail, entertainment, commercial, medical, educational, civic, heavy commercial, limited industrial and/or heavy industrial uses and residential uses in which the City Commission finds that traffic flow on the public streets requires a higher level of management than commonly provided, and where the City Commission finds that designating a parking district will aide traffic flow goals. The City Commission also finds a percentage of funds from paid on-street parking and off-street paid public parking within the District may be used to undertake improvement projects that assist in managing the flow or demand for travel to confer public benefits within the District.
- (B) Eligible projects and expenses may include improvements or on-going maintenance of District features that aid in the management of the flow of traffic within the District. All projects shall be approved by the City Manager or designee in accordance with City policies and procedures.

Sec. 126-413. PARKING AND TRANSPORTATION MANAGEMENT AND DISTRICT REQUIREMENTS

- (A) A District must include at least 100 on-street paid parking spaces or 200 off-street paid parking spaces, the minimum number of spaces required to pay for the expenses of maintaining and operating pay stations, meters, and public surface lots and garages in the District.
- (B) At the time that a District is created, the required on-street paid parking may include both existing and new spaces.
- (C) Only new paid parking spaces may be used to fund the District.
- (D) Fifty-one percent of the funds from the paid on-street or off-street public parking within the District that is in excess of the cost of maintaining and operating parking stations, meters and garages shall be set aside to pay for improvements within the District.
- (E) The City Manager or designee shall determine the timing and order in which the improvements identified in the ordinance creating the District will be initiated.
- (F) Unless terminated by City Commission a District shall remain in existence.
- (G) The City may terminate a District if paid parking spaces do not generate more than the amount needed to pay all annual expenses.

Sec. 126-414. APPLICATION TO CREATE A DISTRICT.

The City Manager or designee may initiate the process to create a District, or a representative of a business organization, real estate developer, or other area stakeholders, whose boundaries are completely or partially located within the proposed District, may file an application for a District with the director. The City Manager or designee may also partner with a business organization, real estate developer, or other area stakeholders to initiate the process to create a District.

Sec. 126-415. PRE-APPLICATION REQUIREMENTS.

(A) A pre-application meeting with the City Manager or designee is required.

Sec. 126-416. APPLICATION REQUIREMENTS.

The City Manager or designee shall by rule establish submittal requirements for an application for the creation of a District and for the modification of an existing District.

Sec. 126-417. APPLICATION REVIEW.

- (A) The City Manager or designee shall review each application for the creation of a District or the modification of an existing district submitted under Section 126-416 (*Application Requirements*) and provide the Planning and Zoning Commission with a recommendation on the application.
- (B) An application for the establishment of a District must be presented in a briefing to the Planning and Zoning Commission before presentation to City Commission for approval.
- (C) An ordinance adopted by the City Commission to create a District shall include a list of improvements to be funded by fees from the paid parking spaces.

SECTION 2 – SEVERABILITY

If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 3 – SAVINGS CLAUSE

Except as hereby amended, any provisions of the code of ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 4 – EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect 10 days and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 5 – REPEALING CLAUSE

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

SECTION 6 – CUMULATIVE

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

SECTION 7 – PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: June 26, 2017

MEETING DATE: July 3, 2017

FROM: Elva Edmundson, Administrative Assistant

DEPARTMENT: Parks/PAL

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on request from Miracle Kids of South Texas for the usage of the Pharr Aquatic Center on July 19, 2017 from 3:30 p.m. to 5:30 p.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Miracle Kids of South Texas is an organization for the disabled/special needs children ages 5-15. Currently the organization has a strong partnership with Police Athletic League and is requesting the usage of the Pharr Aquatic Center on July 19, 2017 from 3:30 p.m. to 5:30 p.m.

Financial Consideration: N/A

Staff Recommendation: Staff recommends City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Edmundson
Sergio Alanis
City Management Office

Created/Initiated - 06/26/2017
Approved - 06/26/2017
Final Approval - 06/28/2017



July 14, 2017

City of Pharr, Commission
118 S. Cage Blvd.
Pharr, TX 78577

To Whom It May Concern:

Miracle Kids of South Texas is an organization that was established to provide fun, organized activities, free of cost to disabled/special needs children ages 5-15. We currently have a strong partnership with the Pharr Police Athletic League, which we feel has allowed us to continue our mission. Last year, the City of Pharr was generous in allowing the use of the swimming pool facility to provide an event for the children. We are reaching out to the commission again to ask for your support this year as well. We would like to request the use of the swimming pool on July 19, 2017 from 3:30 p.m. to 5:30 p.m. We will have our board members along with volunteers to assist on the day of the event.

If you have any questions, please do not hesitate to contact me at (956)402-3628. Thank you for your consideration and we look forward to hearing back from you soon.

Sincerely,

Dina Rodriguez
Board Chair



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on 2017 TIPA Golf Tournament Silver Sponsorship for \$1,000.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On June 21, 2017, the Bridge Board approved the 2017 Golf Tournament Silver Sponsorship for \$1,000.

Financial Consideration: \$1,000.

Staff Recommendation: Authorization to sponsor the 2017 Golf Tournament Silver Sponsorship for \$1,000. The Bridge Department has been participating since year 2013.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 06/27/2017

Luis Bazan

Approved - 06/27/2017

Karla Moya

Approved - 06/27/2017

Patricia Rigney

Approved - 06/27/2017

City Management Office

Final Approval - 06/28/2017

SAVE THE DATE
AUGUST 4, 2017

TEXAS
EST. 1942
International
Produce Association

2017

GOLF TOURNAMENT

MCALLEN COUNTRY CLUB, 615 WICHITA AVE, MCALLEN, TX | FRIDAY AUGUST 4, 2017

TIME

10:30 AM REGISTRATION

11:30 AM LUNCH

12:30 PM SHOTGUN START, RAIN OR SHINE!

COST

\$150/PLAYER | \$600/TEAM – FEE INCLUDES LUNCH,
GREEN FEE, GOLF CART, PRIZES, BEVERAGES AND SNACK.

FORMAT

FORMAT WILL BE A 4-MAN SCRAMBLE.

Sign up your four man team or sign up as a single and we will place you on a team. Entire team must appear on one entry form. Team handicap will be determined by adding all players' handicap and multiplying by 20%; maximum team handicap allowed will be 15. Team handicap to be deducted from recorded score to determine net team score. Handicaps should be verifiable. **Prizes will be awarded to 1st and 2nd place net teams and 1st and 2nd place gross teams.**

TWO WAYS TO REGISTER | FOR QUESTIONS, CALL: 956.581.8632

1. FAX 956.581.3912

2. EMAIL lilly.garcia@texipa.org

REGISTRATION:

Name: _____

Handicap: _____ Shirt Size: _____

Company: _____

Email: _____

Phone: _____

ARE YOU REGISTERING AS A: ☐ TEAM OR ☐ SINGLE

TEAM MEMBER NAMES:

1. _____ Handicap: _____ Shirt Size: _____

2. _____ Handicap: _____ Shirt Size: _____

3. _____ Handicap: _____ Shirt Size: _____

4. _____ Handicap: _____ Shirt Size: _____

TOTAL AMOUNT DUE: (NO REFUNDS OR RAIN CHECKS) \$ _____

☐ By Check: Make payable to "Texas International Produce Association"

By Credit Card: ☐ Visa ☐ Mastercard ☐ American Express

Cardholder's Name: _____

Credit Card #: _____

Expiration Date: ____ / ____ CSC #: _____

(THE CSC# IS THE 3-DIGIT NUMBER ON THE BACK OF YOUR MC, VISA AND DISCOVER CARD OR THE 4-DIGIT CODE ON THE FRONT OF AMEX.)

MAIL CHECK TO:

Texas International Produce Association
901 Business Park Drive, Suite 500
Mission, Texas 78572

2017

GOLF TOURNAMENT SPONSORSHIP OPPORTUNITIES

SPONSORSHIP LEVELS:

- | | |
|--|--|
| <p>☐ DIAMOND SPONSOR (1)
\$3,000—4 entries into the golf tournament, exclusive single hole sponsorship, company logo on all signage at the event, verbal recognition and the option to insert up to 2 items in the swag bag.</p> <p>☐ GOLD SPONSOR (1)
\$2,000—3 entries into the golf tournament, shared hole sponsorship, company logo on all signage at the event and the option to insert up to 1 items in the swag bag.</p> <p>☐ SILVER SPONSOR (1)
\$1,000—2 entries into the golf tournament, shared hole sponsorship, company logo on all signage at the event.</p> <p>☐ BRONZE SPONSOR (1)
\$750—1 entry into the golf tournament, shared hole sponsorship, company logo on all signage at the event.</p> <p>☐ HOLE SPONSOR (1)
\$250—Shared hole sponsorship.</p> <p>☐ SWAG BAG SPONSOR (2)
\$1,500—SWAG Bag with company logo for each participant.</p> <p>☐ TROPHY SPONSOR (1)
\$2,000—Company logo on Championship Trophies and on all signage at the event and Shared hole sponsorship.</p> <p>☐ SHIRT SPONSOR (2)
\$2,000—Company logo on the participant shirts and signage at event.</p> <p>☐ GOLF BALL SPONSOR (1)
\$2,000—Company logo on all the participants golf balls and all signage at the event.</p> <p>☐ HOLE IN ONE SPONSOR (1)
\$1,500—Company logo on Hole in One and on all signage at the event.</p> <p>☐ LUNCH SPONSOR (2)
\$2,000—Food for all participants on the course and verbal recognition at the event and special signage in dinning area and table tents.</p> | <p>☐ BEVERAGE CART SPONSOR (2)
\$2,500—Assorted soft drinks, bottled water, Gatorade and assorted beer for all participants on the course. Sign with company logo on cart.</p> <p>☐ UMBRELLA SPONSOR (6)
\$500—Company logo on umbrella and all signage at the event and shared hole sponsorship.</p> <p>☐ FIDGET SPINNER SPONSOR (1)
\$1,500—2 entries into the golf tournament, company logo on spinners and all signage at the event and shared hole sponsorship.</p> <p>☐ SUNSCREEN LOTION SPONSOR (1)
\$1,000—2 entries into the golf tournament, company logo on lotion and all signage at the event and shared hole sponsorship.</p> <p>☐ LONG DRIVE SPONSOR (2) \$400</p> <p>☐ CLOSET TO THE PIN SPONSOR (2) \$400</p> |
|--|--|

Name: _____

Company: _____

Email: _____

Phone: _____

TOTAL AMOUNT DUE: (NO REFUNDS OR RAIN CHECKS) \$ _____

☐ By Check: Make payable to "Texas International Produce Association"By Credit Card: ☐ Visa ☐ Mastercard ☐ American Express

Cardholder's Name: _____

Credit Card #: _____

Expiration Date: ____ / ____ / ____ CSC #: _____



QUESTIONS? CONTACT LILLY GARCIA AT:

Phone: 956.581.8632 | Fax: 956.581.3912 | Email: lilly.garcia@texipa.org

MAIL CHECK TO: Texas International Produce Association, 901 Business Park Drive, Suite 500, Mission, Texas 78572



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on AMPHAC Membership Renewal for \$4,000.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On June 21, 2017, the Bridge Board approved the AMHPAC Membership Renewal for \$4,000.

Financial Consideration: \$4,000.

Staff Recommendation: Authorization for AMHPAC Membership Renewal for \$4,000. The Pharr Intl. Bridge has been members of the association since 2013.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 06/27/2017

Luis Bazan

Approved - 06/27/2017

Karla Moya

Approved - 06/27/2017

Patricia Rigney

Approved - 06/27/2017

City Management Office

Final Approval - 06/28/2017



Sponsorship Plan

The protected horticulture industry requires the linking between its suppliers of inputs, equipment and services, for the development demanded by the current times.

The “Sponsorship Plan of the Mexican Association of Protected Horticulture, A.C.” intends to involve all the links of the industry in organization, regulation, representation, information, promotion and defense of protected agriculture.



What is the AMHPAC?

It is the association that is taking the guild organization to a different level.

This leading organization has been responsible for bringing together the best and most innovative growers located in 25 states of Mexico, which use protection schemes to grow produce of the best quality, all year round, in an area of over 8000 hectares (19,768.4 acres).

AMHPAC partners are world-class businessmen, representing second and third generation growers, who are world-renowned for their four guiding values:

• Productivity • Responsibility • Safety and quality • Organization

How do we do it?

We are looking to position the AMHPAC in the produce industry nationwide, as the leading association of produce growers and exporters grown under protected environment in Mexico, offering its partners the best systems in training, financing, support and commercial shielding, facilitating the access to markets, and maximizing the return of investment.



What are our goals?

- **Strengthening the guild and become the common voice representing the industry before authorities and related organizations, both domestic and internationally.**
- **Promoting an internal order of the produce industry under greenhouse, in areas such as: quality, food safety, image, promotion, advertising, etc.**
- **Growing the number of members of the association and thus strengthening the industry presence in the Mexican agrifood sector, and become a guild with weight in that sector.**
- **Developing a portfolio of services for the benefit of partners.**
- **Promoting the active involvement of all industry players to achieve the AMHPAC goals.**

This organization has an ambitious work plan and requires the support and involvement of their Sponsors to achieve it.



1. As Sponsors, individuals or legal entities, institutions or companies interested in supporting and strengthening the protected agriculture industry, may participate.
2. The Sponsor may be an individual or legal entity, institution or company engaged in financing, research, supply of inputs and/or services, equipment and infrastructure for the protected agriculture industry.

Indirect Benefits

The Sponsor shall have a greater protection of its products or services, because the AMHPAC has partners in 25 states of Mexico, and attending the best events related to agriculture, both domestic and international, he will have the opportunity to promote himself in new markets and therefore, of growth to a company level.

Sponsorships are available in three different levels:

1. Gold 2. Silver 3. Bronze

Sponsorship Basis



Benefits

- The possibility of having a spot as “Honorary Partner” of the Association.
- Three scholarships for participation if the AMHPAC’s Annual Convention.
- Presence, inclusion and mention of GOLD level in the AMHPAC’s Convention/General Ordinary Meeting.
 - Image in conference rooms and/or social events.
 - GOLD level space of promotion in trade show.
 - Inclusion in graphic material of the Convention.
 - Inclusion in brochures or promotional materials in work folders.
- Inclusion of GOLD level in all communication and dissemination of materials of the AMHPAC, including letterhead, such as newsletters and releases.
- Inclusion of GOLD level in the AMHPAC official Website.
- Annual subscription to the “Online Directory”.
- Access to the database of the members, (authorized information and person responsible for purchasing).
- Logistics support for coordination and call for missions and events.
- Support in dissemination of promotional materials, technical communications or offers among the members.
- A space within the “Training Forums” organized by the AMHPAC to promote a specific product or service.

NOTE: The form in which your company logo will appear is subject to stand distribution and regulations of the hosting hotel.

LEVEL LIMITED TO 10 COMPANIES

Obligations

Contribution of \$8,000 USD (U.S. Dollars) or its equivalent in national currency, at the exchange rate at the date of payment. Option to provide 90% in cash and 10% in kind is available.

Payment in kind may be through sponsoring social events, travel expenses of speakers, etc.

NOTE: The term of this sponsorship is annual.

GOLD



Benefits

- Two scholarships for participation in the AMHPAC Annual Convention.
- Presence, inclusion and mention of SILVER level in the AMHPAC's Convention/General Ordinary Meeting.
 - o Image in conference rooms and/or social events.
 - o SILVER level space of promotion in trade show.
 - o Inclusion in graphic material of the Convention.
 - o Inclusion in brochures or promotional materials in work folders.
- Inclusion of SILVER level in all communication and dissemination of materials of the AMHPAC.
- Inclusion of SILVER level in the AMHPAC official Website.
- Annual subscription to the "Online Directory".
- Access to the database of the members, (authorized information and person responsible for purchasing).
- Logistics support for coordination and call for missions and events.
- Support in dissemination of promotional materials, technical communications or offers among the members.

NOTE: The form in which your company logo will appear is subject to stand distribution and regulations of the hosting hotel.

LEVEL LIMITED TO 30 COMPANIES

Obligations

Contribution of \$4,000 USD (U.S. Dollars) or its equivalent in national currency, at the exchange rate at the date of payment. Option to provide 90% in cash and 10% in kind is available.

Payment in kind may be by sponsoring social events, travel expenses of speakers, etc.

NOTE: The term of this sponsorship is annual.

SILVER



Benefits

- One scholarship for participation in the AMHPAC'S Annual Convention.
- Presence, inclusion and mention of the BRONZE level in the AMHPAC's Convention/General Ordinary Meeting.
 - o Image in conference rooms and/or social events.
 - o Inclusion in graphic materials of the Convention.
 - o Inclusion in brochures or promotional materials.
- Inclusion of BRONZE level in the AMHPAC official Website.
- Annual subscription to the "Online Directory".
- Access to the database of the membership, (authorized information and person responsible for purchasing).
- Logistics support for coordination and call for missions and events.
- Support in dissemination of promotional materials, technical communications or offers among the membership.

NOTE: The form in which your company logo will appear is subject to stand distribution and regulations of the hosting hotel.

LEVEL LIMITED TO 20 COMPANIES

Obligations

Contribution of \$2,500 USD (U.S. Dollars) or its equivalent in national currency, at the exchange rate at the date of payment.

NOTE: The term of this sponsorship is annual.

BRONZE

- ☐ Bronze Sponsor \$2,500 USD
- ☐ Silver Sponsor \$4,000 USD
- ☐ Gold Sponsor \$8,000 USD

Likewise, payments with participant credit cards are accepted

☐ MasterCard®

☐ VISA®

☐ American Express®

Age Group	Percentage
18-24	10%
25-34	15%
35-44	20%
45-54	25%
55-64	30%
65-74	35%
75-84	40%
85+	45%

Security Code

Cardholder's Name (please print)

Cardholder's Signature

PRINT NAME _____

SIGNATURE _____ Date _____

Membership # _____

AMHPAC - MEXICO
Juan Carrasco 787 Norte, Col. Centro, CP80000, Culiacan, Sinaloa, Mexico
Telephone 011 52 (667) 716 4740, 715 5830, 715 9868



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, authorizing participation at the Produce Marketing Association Fresh Summit Annual Conference Texas Town Pavilion for \$8,400.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On June 21, 2017, the Bridge Board approved the PMA Fresh Summit Annual Conference Texas Town Pavilion for \$8,400.

Financial Consideration: \$8,400

Staff Recommendation: Authorization to participate in the PMA Fresh Summit Annual Conference Texas Town Pavilion for \$8,400 on October 19-21, 2017 in New Orleans, Louisiana. The Pharr Intl. Bridge has been participating since 2013.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 06/27/2017

Luis Bazan

Approved - 06/27/2017

Karla Moya

Approved - 06/28/2017

Patricia Rigney

Approved - 06/28/2017

City Management Office

Final Approval - 06/28/2017



Exhibitor's Contract 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: _____

Did you know...

the Texas International Produce Association hosts the **TEXAS TOWN PAVILION** at PMA's Fresh Summit?

FACTS



901 Business Park Drive
Suite 500
Mission, Texas 78572
Phone: 956.581.8632
Fax: 956.581.3912

**For questions or to
reserve your booth,
contact:**

Lilly Garcia
Lilly.garcia@texipa.org

What: Texas Town is a 5,600 square foot exhibit space **FRONT** and **CENTER** at the Produce Marketing Association's Fresh Summit. With over 19,000 attendees, this Expo is **THE** place to be if you are in the produce industry.

The Texas International Produce Association has been coordinating Texas Town since 1992 and are 37th in line to pick our spot on the showroom floor - that means we're right behind the big players like Sunkist, Dole, Chiquita, Melissa's and in front of 600 other companies.

When: October 19-21, 2017

Where: New Orleans, Louisiana

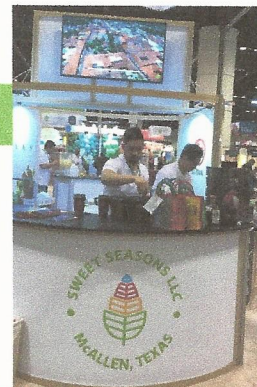
Why: It's your once-a-year opportunity to...

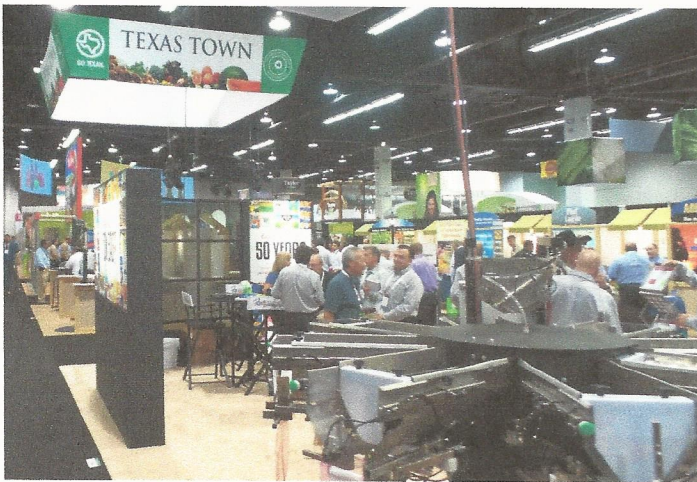
- *Launch new products and services*
- *Increase company visibility*
- *Come face-to-face with key buyers*
- *Gather intelligence for benchmarking and new produce development*
- *Extend your reach into new markets around the globe*

List of 2016 Exhibitors:

Eagle Cold Storage
Edinburg Citrus Assn.
Fortune Growers
Fox Packaging
Fresco Produce
Grande Produce, LTD.
Jade Produce
London Fruit, Inc.
Lone Star Citrus Growers
MLS Freight Logistics
Marengo Foods
Pharr Int'l Bridge
Phillip Garcia CB

Port Laredo
Rio Produce, Inc.
Scan Tech Sciences, Inc.
Sicar Farms
Spring Valley Fruits, LLC
Sunrise Produce, LLC
Sweet Seasons, LLC
Texas Department of
Agriculture
Traveler Produce LLC
Triple H Produce





What are the BENEFITS?

Prime Location: TIPA has been exhibiting with PMA for TWENTY-FIVE years. We select great booth spaces - right behind Sunkist, Dole, Chiquita, Melissa's and in front of 600 other companies exhibiting at PMA. Individually, exhibitors do not have the ability to obtain this space - there is power in numbers and the uniqueness of Texas Town stands out.

Exhibitors do not have to be a member of PMA: Because TIPA is a member of the Produce Marketing Association, the companies exhibiting in Texas Town are not required to be a member of PMA to get the "member rate" for booth space (a savings of \$3,700).

TIPA Staff Coordinates EVERYTHING: Except for your housing and travel arrangements, TIPA staff oversees all areas of the expo - from freight handling to sign hanging. We set-up Texas Town and tear it down; thus allowing the participating exhibitors to do what they are there to do - meet with existing or potential customers. Our exhibitors do not have to worry about outside transportation or staying on top of PMA's deadlines - you don't even have to stay around until midnight after the show is over waiting on freight to be picked up - we do all of that for you.

A Cohesive Community Design: the Texas International Produce Association has a cohesive state pavilion. Your display will be customized with your company's logo and graphics.

What Does it Cost?

Booth Space: \$3,700 per 10x10 space (the amount PMA charges its members)

Maintenance Fee: \$5 sq. ft.: This covers direct and indirect costs as well as maintenance costs associated with maintaining Texas Town.

Staff Travel and Labor: Each Texas Town exhibitor shares the travel and labor expenses for the TIPA staff member that coordinates Texas Town.

Furniture & Accessories: only if ordered.

Plants: only if ordered.

Carpet & Padding: carpet is ordered for all exhibitors and is the same color throughout Texas Town. Exhibitors are charged based on square footage.

Sign Hanging: A 20'x20' "Texas Town" overhead sign is hung over the middle island. This cost is divided equally among exhibitors.

Labor: Additional labor is hired to assist staff in putting together Texas Town. Exhibitors are charged based on square footage.

Cold Storage: only if ordered.

Electrical: electricity is always ordered for accent lighting - this amount is divided equally among exhibitors. Additional electrical needs are charged solely to the ordering exhibitor.

Freight Handling: PMA charges all exhibitors for moving freight in and out of the show. The Texas Town exhibit freight costs are shared among exhibitors based on square footage. Each company will be charged for their individual freight costs - the more you transport to the show, the more it will cost.

Supplies/Décor: any upgrades or supplies needed for Texas Town are charged based on square footage.

Transportation: based on individual weight.

Custom Graphics: You are given the option to customize your booth by creating a back-lit panel that will promote your company's message. The cost is usually around \$550/panel.

* A decent budget to go by is \$7,400 for a 10x10 booth. If you have two or more, the total costs could range from \$14,800 for a 10x20 to \$29,600 for a 20x20 (these totals are based on averages from exhibitors over the past five years).

CALL TODAY!

Reservations will be on a first-come-first-serve basis!!

956.581.8632 or lilly.garcia@texipa.org

PMA Fresh Summit 2017

New Orleans, LA

Expo Dates:

Friday, October 20 - Saturday, October 21

Cost: 10X10 - \$4,200

Cost: 10X20 - \$8,400

Cost: 10X30 - \$12,600

Cost: 20X20 - \$16,800

Cost: 20X30 - \$25,200

Marengo 10X10	MLS 10X10
------------------	--------------

#1765

#1864

Grande Produce
20X20
#1759

London Fruit
20X20
#1753

Traveler 10X10	Eagle 10X10	Fortune Grower 10X10	Fresco Produce 10X20	Port Laredo 10X20	Phillip 10X10	TDA 10X10	ECA 10X20
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#1744

SVF 10X20	Sunrise Produce 10X10	City of Pharr 10X20	LSCG 10X20
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#1853

Fox Packaging
20X30
#1845

Triple H
Company
20X30
#2045

MONTERO
FARMS
10X10

#1326

Jade Produce
20X30
#2445



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.G.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, authorizing City Manager to re-advertise for Request for Proposals for a Digital Sign at the Pharr International Bridge.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On June 21, 2017, the Bridge Board approved the authorization for the Pharr International Bridge to re-advertise for Request For Proposal (RFP) for a Digital Sign.

Financial Consideration: \$0

Staff Recommendation: Authorization for re-advertise for Request For Proposal (RFP) for a Digital Sign.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 06/27/2017

Luis Bazan

Approved - 06/27/2017

Karla Moya

Approved - 06/27/2017

Patricia Rigney

Approved - 06/27/2017

City Management Office

Final Approval - 06/28/2017



INTEROFFICE
MEMORANDUM

To: Chairman and Board Members

From: Vanessa Guzman, Admin. Asst.

Subject: Agenda Item- Discussion and action, if any, on authorization for the Pharr International Bridge to re-advertise for Request For Proposal (RFP) for a Digital Sign.

Date: June 21, 2017

No back-up information at this time.

Thank you.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.H.

DATE SUBMITTED: June 26, 2017

MEETING DATE: July 3, 2017

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Ruben Villegas

Agenda Item: Consideration and action, if any, on renewal of Memorandum of Understanding with Texas Department of Public Safety for the Certification of Weight Enforcement Authority.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The Pharr Police Department has been participating with Texas DPS on the Enforcement of Commercial Vehicle Inspections and Commercial Vehicle Weight Enforcement since Dec. 2015. The Pharr Police Department has two certified Commercial Vehicle Inspectors that train with Texas DPS for this item and are requesting approval of the MOU to continue with this partnership.

Financial Consideration: None

Staff Recommendation: Staff recommends approval

Alternatives: Not accepting conditions of Memorandum of Understanding

ROUTING:

Joel Robles

Created/Initiated - 06/26/2017

Ruben Villegas

Approved - 06/26/2017

Patricia Rigney

Approved - 06/27/2017

City Management Office

Final Approval - 06/28/2017



TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



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DEPUTY DIRECTORS

ASSISTANT CHIEF JOEL ROBLES
PHARR POLICE DEPARTMENT
1900 S. CAGE BLVD
PHARR, TX 78577

Re: RENEWAL OF MEMORANDUM OF UNDERSTANDING
Certification of Weight Enforcement Authority

Dear Assistant Chief Robles:

Pursuant to your request, we are sending you the bi-annual renewal Weight Enforcement Memorandum of Understanding (MOU).

Please complete any blanks on the MOU related to your Municipality, have the appropriate authorized person sign the original, and mail the original MOU to me, Attn: CVE Training, 6200 Guadalupe St., Bldg. P, Austin, TX 78752, by July 15, 2017. Your authorized signatory should be the Chief of Police or a higher official. If the contact information requires substantial revision, please FAX the corrections to me at (512) 424-5712, and we will forward a corrected MOU to you.

If you have any questions, you may contact me at (512) 424-2053.

Sincerely,


Captain Omar Villarreal
Manager, Motor Carrier Bureau

OV/ta

Renewal request for the
MEMORANDUM OF UNDERSTANDING

WITH THE Pharr Police Department

We have complied with all federal, CVSA, and state requirements, and are current in filing all reports required by the MOU. We request renewal of the MOU, and have provided any necessary corrections to the contact information provided below.

Existing Information

Updated Information:

Pharr Police Department

74-600-1875
State Tax ID Number

74-600-1875
State Tax ID Number

Assistant Chief Joel Robles

Program Coordinator

Assistant Chief Joel Robles
Program Coordinator

1900 S. Cage Blvd
Pharr, TX 78577

Address

1900 S. CAge Blvd.
Pharr, Tx 78577
Address

(956) 402-4739 or (956) 878-3233
Voice Phone Number

(956)402-4739 or (956) 878-3233
Voice Phone Number

(956) 781-9163
Fax Number

(956)781-9163
Fax Number

joel.robles@pd.pharr-tx.gov
E-mail Address

joel.robles@pd.pharr-tx.gov
E-mail Address

Based on the last two digits of your Taxpayer Identification, you are scheduled to renew your MOU with the department before **8/1/2019**, and on the same date every **odd** year thereafter.

TO PREVENT LOSS OF AUTHORITY TO CONDUCT CVSA INSPECTIONS, please send this request form to the department thirty to sixty days before your MOU will expire by FAX to (512) 424-5262, or by mail to the Motor Carrier Bureau, Texas Department of Public Safety, P.O. Box 4087, Austin, Texas 78773-0522.

The information reflected above is correct and current. Please send us a renewal MOU.



Signature

Asst. Chief of Police

Title

6-26-17

Date

MEMORANDUM OF UNDERSTANDING

Between

THE TEXAS DEPARTMENT OF PUBLIC SAFETY

(The "Department")

-and-

Pharr PD

(The "Allied Agency")

General Agreement

In accordance with TRC § 621.402, the Department has established the following parameters for approved Allied Agencies seeking to enforce the defined State Laws within TRC § 621, Subchapter F.

In order to maximize the uniform enforcement of statute, the undersigned parties enter into this Memorandum of Understanding (MOU) regarding training, approved scale use, annual scale re-calibration standards, violation report requirements and mandated annual reporting to the Department.

It is agreed:

Responsibilities of the Department

In order to better implement and maintain the standards in this MOU, the Department shall:

1. Train, retrain (as necessary or desirable), test, and certify the officers of any qualified Allied Agency.
2. Forward any weight enforcement complaints / challenges to the issuing Allied Agency.

The Department may conduct random, in-person observation of weight enforcement inspections conducted by an Allied Agency in order to ensure that the Allied Agency's officers are adhering to Department certification standards.

Responsibilities of the Allied Agency

Certification Training

The Allied Agency shall enroll officers in the (40) hour, Basic CVE course conducted at the direction of the Motor Carrier Bureau. In order to meet the "weight enforcement officer" certification standard, a minimum score of 80% must be obtained. After initial certification, mandated re-certification training will take place following each legislative session. In order to maintain certification, each weight enforcement officer must score a minimum of 80%. The Department will immediately suspend any officer who fails to re-certify. The Allied Agency shall prohibit that officer from conducting or assisting with any weight enforcement activities.

The Allied Agency may discontinue agency certification at any time by notifying the Department in writing. If a certified officer separates from an Allied Agency, the Department must receive notification of separation within (10) days.

Approved Scales

The Allied Agency will be required to purchase/utilize scales from the following approved list:

Scale Manufacturer	Model Number
General Electrodynamics Corporations	MD 400
PAT Equipment Company	SAW 10A
General Electrodynamics Corporations	MD 700
Intercomp Company	PT 300
General Electrodynamics Corporations	MD 400E
General Electrodynamics Corporations	MD 500E
Intercomp Company	AX 900
Loadometer Corporation	Haenni WL 101
Intercomp Company	LP600
Intercomp Company	LS630
Intercomp Company	LP630

The approved scales must be re-calibrated during each calendar year by a certified scale technician or vendor. All individual scale calibration records must be retained for the current year plus the two (2) previous years and are subject to review during contested judicial proceedings and random Department audit.

Violation Report Requirements

In addition to typical driver / vehicle information and infractions, the following information must be included on all weight enforcement violation reports:

- US DOT Number / TX DMV Number
- State identification / registration identification of units and company unit numbers (license plate numbers for the power units and towed vehicle)
- Registered weights and the Gross Vehicle Weight Ratings of each vehicle
- Axle configuration diagram with corresponding axle distance measurements and the recorded actual weights measured of each axle, tandem axle and tri-axle
- Overweight permit number
- Load disposition
- Gross weight and group weight

Annual Reporting Requirements

The Allied Agency will be required to submit an annual report of their weight enforcement activities for each calendar year to the Department. The report should be directed to the Motor Carrier Bureau in Austin, Texas. The report must be received by January 31st of each year.

Termination of Certification

*** * * UNLESS RENEWED, THIS MOU WILL EXPIRE ON AUGUST 1, 2019 * * ***

To prevent a loss of authority to conduct weight enforcement inspections, please mail or FAX your renewal request to the Department no more than sixty or less than thirty days prior to the expiration of this MOU. If the renewal has not been executed by both parties before the MOU expiration date, certified officers must cease performing all weight enforcement activities, until the renewal has been fully executed.

The Department may issue a warning to the Allied Agency if the Allied Agency fails to comply with MOU requirements in such a way that the Department deems that the weight enforcement action being taken is contrary to established training and statute. Failure to immediately correct the compliance issue(s) may result in termination of the MOU and decertification of the Allied Agency.

Program Coordinators

The Allied Agency's weight enforcement coordinators are responsible for all communications and contacts required to manage this MOU. The coordinators shall provide any updates regarding contact information within thirty (30) calendar days. The current program coordinators for this MOU are:

Allied Agency:

Department:

DEPARTMENT OF PUBLIC SAFETY
Texas Highway Patrol
Motor Carrier Bureau

Assistant Chief Joel Robles

Program Coordinator

Captain Omar Villarreal - Manager

Program Coordinator

1900 S. Cage Blvd.
Pharr, Tx 78577

Address

MCB, P.O. Box 4087
Austin Texas 78773-0522

Address

(956) 402-4739 or (956) 878-3233

Voice Phone Number

(512) 424-2053

Voice Phone Number

(956) 781-9163

Fax Number

(512) 424-5712

Fax Number

joel.robles@pd.pharr-tx.gov

E-mail Address

omar.villarreal@dps.texas.gov

E-mail Address

Evidence of Acceptance:

Signature of Authorized Official

City of Pharr
Political Subdivision

Ambrosio Hernandez
Name

Mayor

Title
6-26-2017

Date



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.I.

DATE SUBMITTED: June 28, 2017

MEETING DATE: July 3, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on agreement between City of Pharr and RGV Water Works, LLC for Water and Waste Water Treatment Plants Technical Assistance services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: RGV Water Works, LLC is a company that provides technical services in evaluating water and wastewater plant operations with the goal of reducing expenditures and extending the service of the plants and equipment. The attached agreement will be to evaluate the operations at the water and wastewater plants and will be a no cost to the City of Pharr.

Financial Consideration: No Charge

Staff Recommendation: Staff recommend approval of the item

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 06/28/2017
Approved - 06/28/2017
Final Approval - 06/29/2017

June 27, 2017

Mr. Juan Guerra, City Manager
City of Pharr
118 S. Cage Blvd
Pharr, Tx 78577

Subject: Water & Waste Water Plant Technical Assistance Agreement Proposal:

Dear Mr. Guerra:

RGV Water Works, LLC.(RGVWW) is pleased to have the opportunity to provide technical assistance services for the City of Pharr Water & Wastewater treatment facilities. RGVWW will dedicate our staff and technologies to work in partnership with the City of Pharr to promote the most cost-effective manner of operating a water & wastewater treatment facility compliant with federal and state rules and regulations.

We understand that the City of Pharr through your administration, set goals to reduce expenditures and extend the life of equipment. In an effort to assist the City of Pharr with achieving these goals, we would like to offer our services to demonstrate the value of having technical experts with over 30 years of regulatory experience evaluate your facility.

RGVWW values your time and proposes to assist you with expanding your cost saving and insight, in keeping your wastewater facilities in compliance. Should you or your staff have any questions or need additional information, please feel free to contact us at (956) 739-3216 or (956) 432-585.

Sincerely,

Roberto Salinas,
RGV Water Works, LLC.

Attachment: Water & Waste Water Plant Consulting Services Agreement

PROFESSIONAL SERVICE AGREEMENT
Between
CITY OF PHARR
And
RGV WATER WORKS, LLC

This AGREEMENT dated June __, 2017, between the City of Pharr, ("CITY"), acting through its duly authorized City Manager or designee , and **RGV Water Works, LLC.** ("RGVWW") a Texas corporation, acting through its duly authorized representative who is **Roberto Salinas**("CONSULTANT"), is effective as of the date executed below.

1. **DECLARATIONS.** CITY agrees to enter into the AGREEMENT with CONSULTANT to provide services in connection with CITY's project, described as follows: **City of Pharr Water and Waste Water Treatment Plants Technical Assistance Scope of Services (Project No. 1)** ("PROJECT").

2. **SCOPE OF WORK.** The parties agree that CONSULTANT shall provide services for the PROJECT in accordance with this AGREEMENT. Additionally, CONSULTANT will provide a physical walkthrough of the existing City Water & Waste Water Treatment Plants to assist the City in the identification of critical equipment needing further evaluation and/or repair. The Consultant will review all waste water permits at the Texas Commission of Environmental Quality Office. The Consultant will provide the City with a written report outlining the findings of the evaluation.

3. **COMPENSATION.** In exchange for CONSULTANT's performance of services in accordance with this AGREEMENT, the City agrees to pay the CONSULTANT a fee totaling **\$ 0.00 (Zero Dollars and Zero Cents)** per Water & Waste Water Plant (s) comprised of a Project Management Fee of \$0.00 and On-Site Work Fee of \$ 0.00. A total of one active Water plant and 1 Waste Water Plant are currently registered active under the Texas Commission of Environmental Quality Records.

4. **GOVERNING LAW.** The laws of the State of Texas hereunder, shall govern the validity of this agreement and of its terms or provisions, as well as the rights and duties. The parties further agree that venue and jurisdiction shall lie in Hidalgo County, Texas.

5. **AMENDMENT.** This agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement

All other terms and conditions remain in effect in accordance with the AGREEMENT.

CITY OF PHARR

RGV Water Works, LLC

Juan Guerra (Date)
(Date)City of Pharr

Roberto Salinas
Manager



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.

DATE SUBMITTED: June 28, 2017

MEETING DATE: July 3, 2017

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 - 06/28/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.1.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Macumba Paradise, LLC, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.102 acres, more or less, out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1209 East Nolana Loop. CUP#160736

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Macumba Paradise, LLC, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.102 acres, more or less, out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1209 East Nolana Loop. CUP#160736

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Janie Benedict

Created/Initiated - 06/27/2017

Roland Gomez

Approved - 06/29/2017

Melanie Cano

Approved - 06/29/2017

City Management Office

Final Approval - 06/29/2017



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

July 03, 2017

Conditional Use Permit for ABC –

Macumba Paradise, L.L.C.

Background:

Macumba Paradise, LLC, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Macumba Paradise.

The property is located at 1209 East Nolana Loop. 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 and Late Hours Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\CUPs\ABC-Macumba Paradise_P Murphy_2016

MEMORANDUM

DATE: MONDAY, JULY 3, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#160736 (MACUMBA PARADISE)
--

GENERAL INFORMATION:

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

LEGAL DESCRIPTION: The property is legally described as being 0.102 acres, more or less, out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1209 East Nolana Loop.

ZONING: The property is currently zoned General Business District (C). The surrounding properties are zoned Agricultural and/or Open Space District (A-O) to the north and west and General Business District (C) to the east and south. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	CODE COMPLIANCE:	Pending re-inspection of the the Conditional Use Permit.
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FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo)
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POLICE CHIEF:

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

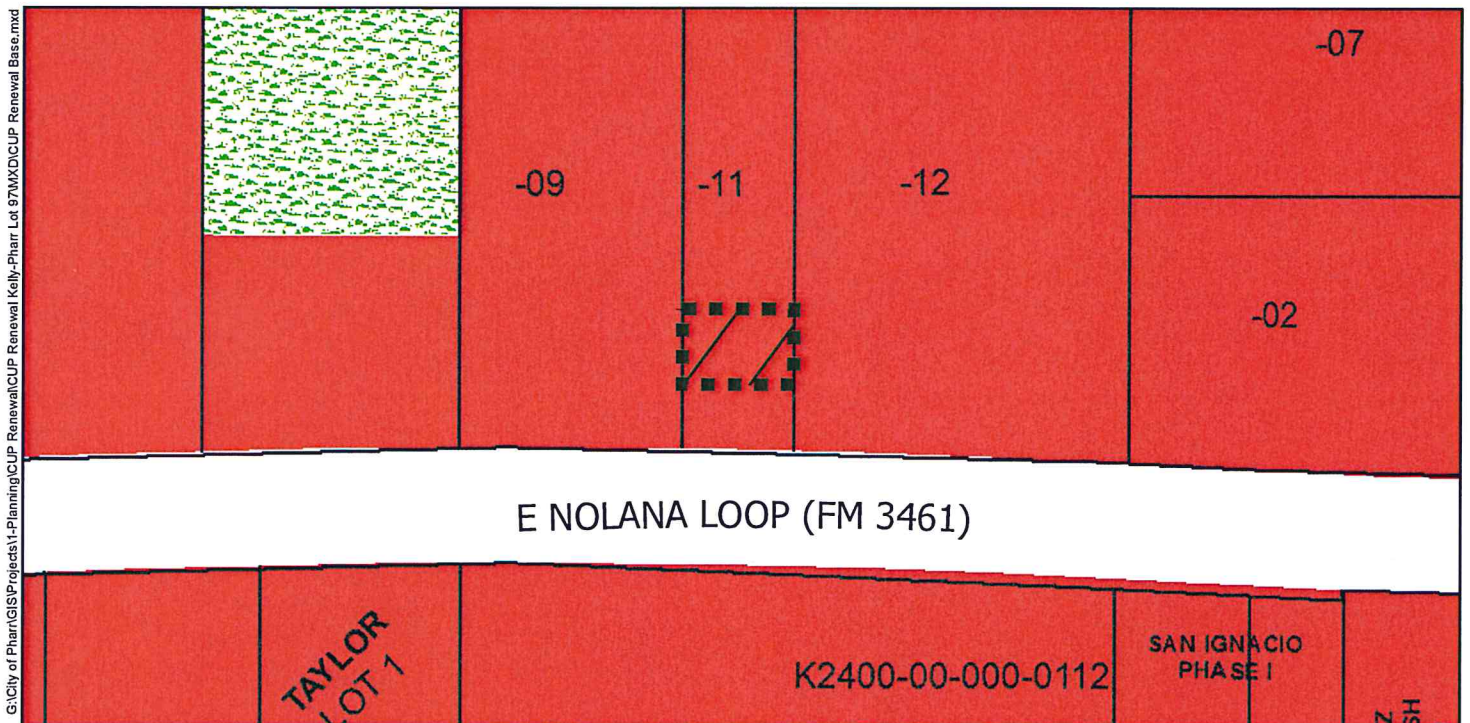
PLANNING AND ZONING:

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

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

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



Agricultural Open Space	High Density Multi-Family	Government Owned	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	





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

June 19, 2017

LA CABANA
1209 E NOLANA
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Jun 19, 2017 revealed no violations.

1525 DAGOBERTO SOTO
Inspector

N/A

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUN 19 2017

BY: 



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 6/19/2017
Re: Conditional use Permit and Late Hour Permit for ABC – File No. CUP#160736 (Macumba Paradise)

Edmundo Covarrubias (REDACTED), Macumba Paradise, LLC, has filed with the Planning and Zoning Commission a request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

- **Legal Description:** Being Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 1209 E. Nolana Loop
- **Contact Number:** 956-560-8816

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 exist 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 manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his 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.

Asst. Chief of Police

A handwritten signature in blue ink, appearing to read "Joel Robles", written over a horizontal line.

Joel Robles

Office: 956-402-4739

Mobile: 956-878-3233

joel.robles@pd.pharr-tx.gov

A handwritten date in blue ink, "6-19-17", written diagonally.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.2.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Antonio Gomez Rodriguez and Sylvia Soto Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lots 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 109 East Ferguson Avenue. CUP#100623

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Antonio Gomez Rodriguez and Sylvia Soto Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lots 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 109 East Ferguson Avenue. CUP#100623

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements. Furthermore, all access to the business shall be from FM 495 and not Brady Street.

Alternatives: N/A

ROUTING:

Janie Benedict	Created/Initiated - 06/27/2017
Roland Gomez	Approved - 06/29/2017
Melanie Cano	Approved - 06/29/2017
City Management Office	Final Approval - 06/29/2017



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

July 03, 2017

Conditional Use Permit **Renewal** for ABC – Verona Event Center II, LLC

Background:

Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Verona Event Center II, LLC.

The property is located at 109 East Ferguson Avenue. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPS\ABC\ABC_VERONA EVENT CENTER II, LLC_A & S RODRIGUEZ_2010

MEMORANDUM

DATE: MONDAY, JULY 03, 2017

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#100623 (VERONA EVENT CENTER II, LLC)

GENERAL INFORMATION:

APPLICANT: Antonio Rodriguez and Sylvia Rodriguez, d/b/a Verona Event Center II, LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being Lots 2 and 3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 109 East Ferguson Avenue.

ZONING: The property is currently zoned Heavy Commercial District (H-C). The surrounding area is zoned Heavy Commercial District (H-C) to the east and west, Single-Family Residential District (R-1) to the south and Single-Family Residential District for Small Lots (R-1A) to the north. 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:	Pending re-inspection of the the Conditional Use Permit.
----------------------	--

POLICE CHIEF:

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

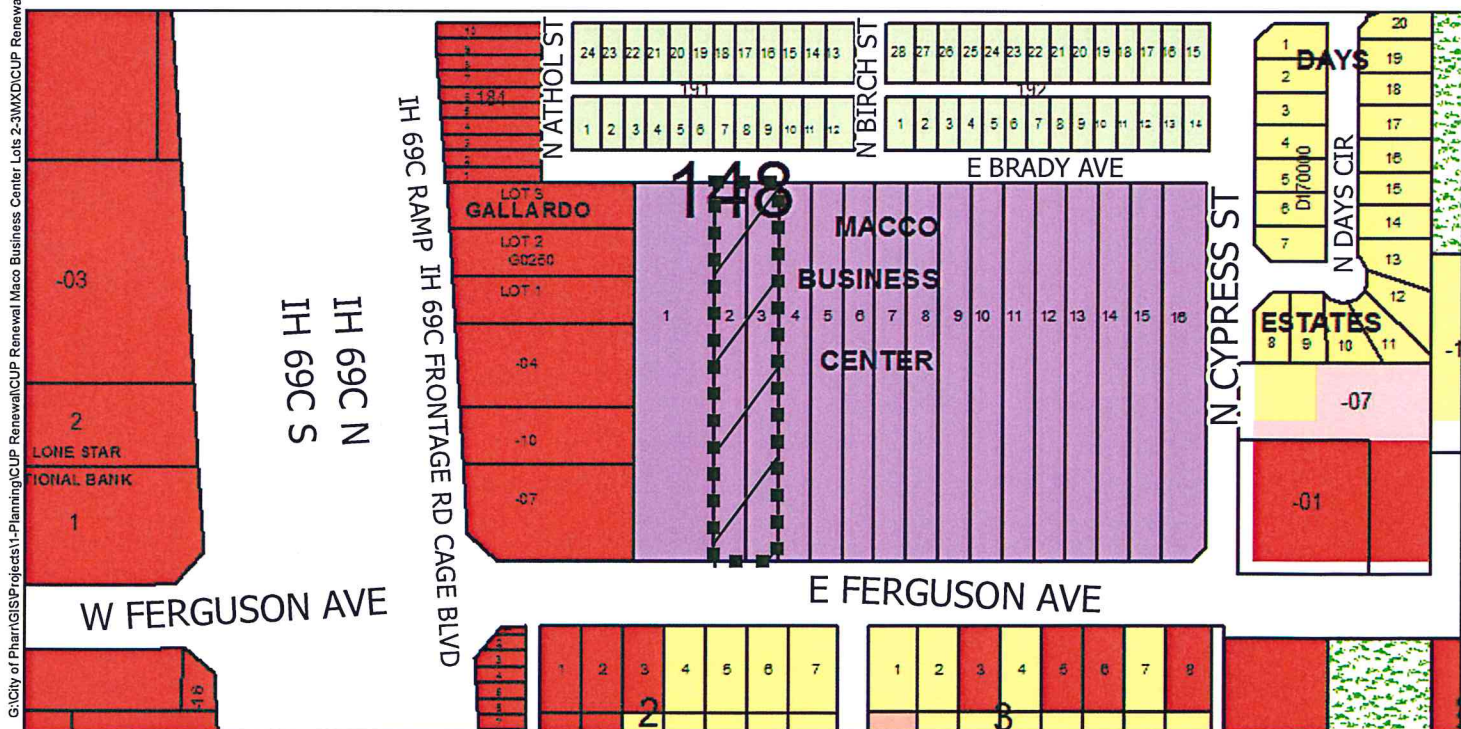
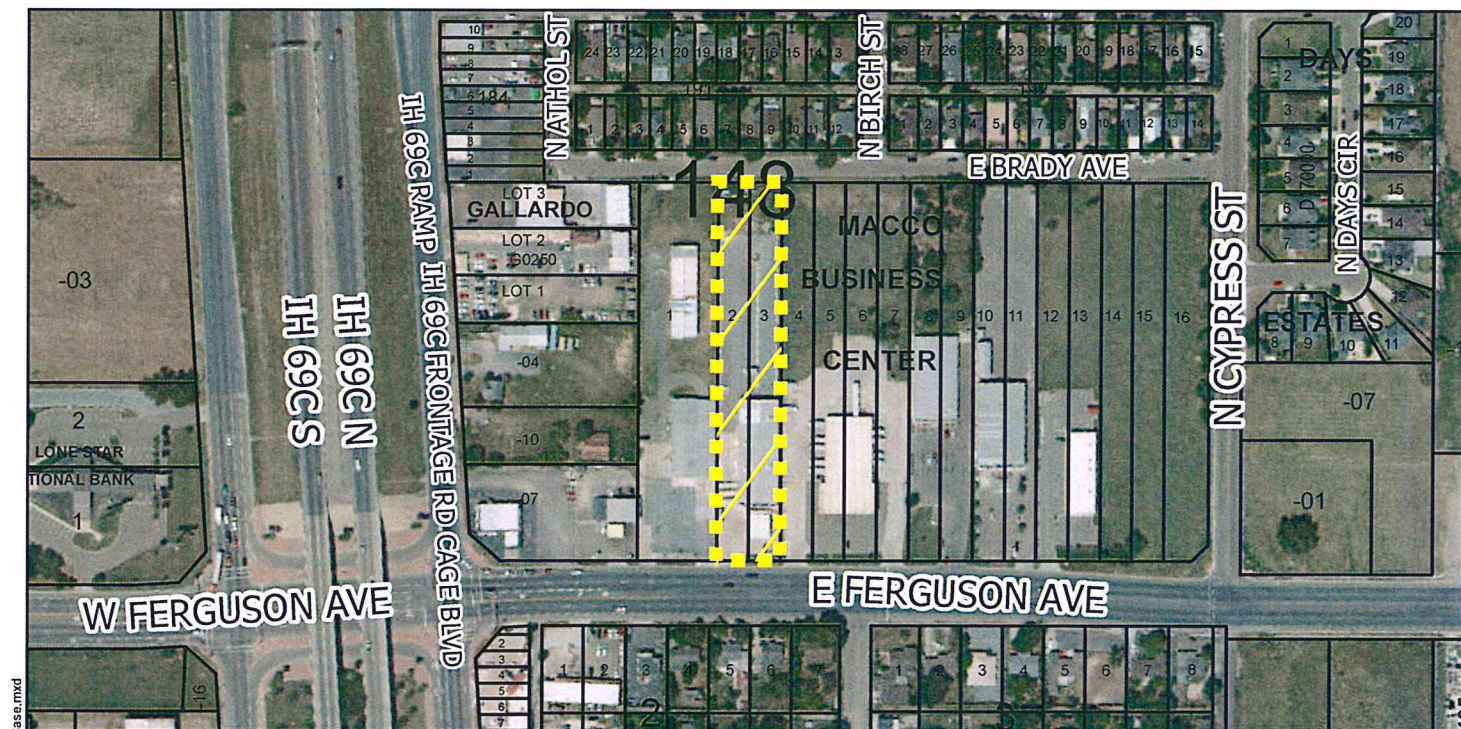
PLANNING DEPT.:

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

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements. Furthermore, all access to the business shall be from FM 495 and not Brady Street.



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | 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 | |



MEMORANDUM

DATE: June 27, 2017

TO: Melanie Cano, Director of Development Services

FROM: Erasmo Alvarez, Code Compliance Officer

SUBJECT: Condition Use Permit Renewal for ABC- File No. CUP#100623
(Verona Event Center II LLC)

I, Erasmo Alvarez, Code Compliance Officer for the City of Pharr, conducted an inspection at, 109 East Ferguson, Pharr, TX on Tuesday, June 27, 2017 and this building passed inspection.

If you should have any questions please feel free to contact me.



Erasmo Alvarez
Code Compliance Officer



Melanie Cano
Director of Development
Services

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SERVICES DEPT.

JUN 27 2017

BY: _____



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning

From: Joel Robles, Asst. Chief of Police

Date: 06/08/2017

Re: Conditional use Permit & Late Hours Permit Renewal for ABC – File No. CUP#100623 (Verona Event Center II LLC)

Antonio Gomez Rodriguez (REDACTED), and Sylvia Soto Rodriguez (REDACTED), d/b/a Verona Event Center II LLC, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Heavy Commercial District (H-C). The property is more fully described as follows:

- **Legal Description:** Lots 2-3, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.
- **Physical Address:** 109 E. Ferguson
- **Contact Number:** 956-624-2789 or 956-223-6817

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 exist 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 manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his 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.

Asst. Chief of Police

Joel Robles

Office: 956-402-4739

Mobile: 956-878-3233

joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUN 22 2017

BY: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.3.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, 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 being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 9. CUP#140525

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, 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 being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 9. CUP#140525

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for 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 site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

ROUTING:

Janie Benedict

Created/Initiated - 06/27/2017

Roland Gomez

Approved - 06/27/2017

Melanie Cano

Approved - 06/27/2017

City Management Office

Final Approval - 06/28/2017



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

July 03, 2017

Conditional Use Permit for ABC –

100% Antojitos Mexicanos

Background:

Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for 100% Antojitos Mexicanos.

The property is located at 1201 South Jackson Road, Suite 9. 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 request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\MY FILES\CUPs\ABC-_100% ANTOJITOS MEXICANOS_J MENDEZ_2014

Telephone (956) 402-4100 | Fax: (956) 702-5313 | P. O. Box 1729 | 118 S. Cage | Pharr, Texas 78577

www.pharr-tx.gov | Pharr.LIFE

MEMORANDUM

DATE: JULY 03, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#140545 (100% ANTOJITOS MEXICANOS)
--

GENERAL INFORMATION:

APPLICANT: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas.

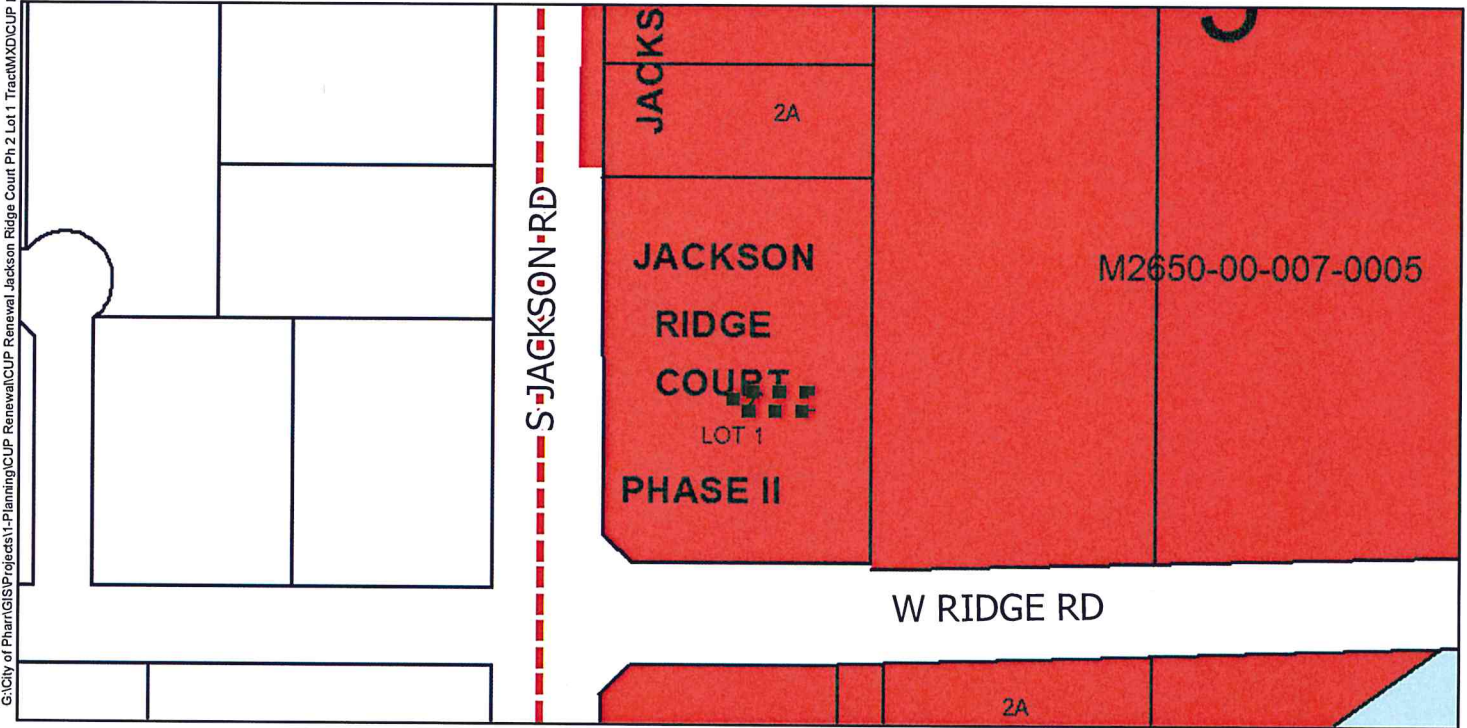
LOCATION: The property's physical address is 1201 South Jackson Road, Suite 9.

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

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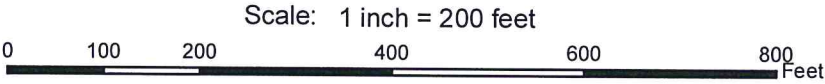
FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo)
----------------------	--

COMMENTS:	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 request for 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 site and applicant being in compliance with all City Ordinances and City Department requirements.



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | 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 | |

City of Pharr, Texas
Engineering Department
956.702.5355



Date: 6/16/2017

Certificate of Occupancy Conditional Use Permit Inspection Form

Company Name or Business Entity: 100% Antojitos Mexicanos Type of Business: Restaurant
 Applicant: Jose Ruben Mendez Phone No.: (956) 655-6518
 (First) (Middle) (Last)
 Mailing Address: 1201 S. Jackson 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? <u>Done by fire department</u>
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS ☐	PASSED ☒	FAILED ☐	RE-INSPECTION DATE:
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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?	☒	☒		<u>Address is faded</u>
9. IS LANDSCAPING IN COMPLIANCE?	☒	☒		
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	☒	☒		
3. NUMBER OF EXITS	☒	☒		<u>2 Exits</u>
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)	☒	☒		

RECEIVED
 COMMENTS
 PHARR DEVELOPMENT
 SERVICES DEPT.
 MAY 11 2017

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

Miguel Bazaldua 5/10/17
 (INSPECTOR / OFFICER) (Date)

[Signature] 05/10/17
 (RECEIVED BY) (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

May 5, 2017

100 % ANTOJITOS MEXICANOS
1201 S JACKSON
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on May 5, 2017 revealed no violations.

2960 EDUARDO LUGO
Inspector

Antonio Ramirez

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAY 05 2017

BY: 



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 05/5/2017
Re: Conditional use Permit for ABC – File No. CUP#140545 (100% Antojitos Mexicanos)

Jose Ruben Mendez , d/b/a 100% Antojitos Mexicanos, 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 more fully described as follows:

- **Legal Description:** Being a .04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 1201 S. Jackson Rd. Suite #9
- **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 exist 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 manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his 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.

Asst. Chief of Police

Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAY 05 2017

BY:



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.4.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Las Margaritas Restaurant, Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lots 7-10, Clock 28, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 106 North Cage Boulevard. CUP#160630

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Las Margaritas Restaurant, Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being Lots 7-10, Clock 28, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 106 North Cage Boulevard. CUP#160630

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

ROUTING:

Janie Benedict

Created/Initiated - 06/27/2017

Roland Gomez

Approved - 06/27/2017

Melanie Cano

Approved - 06/27/2017

City Management Office

Final Approval - 06/28/2017



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

July 03, 2017

Conditional Use Permit for ABC –

Las Margarita's Restaurant Inc.

Background:

Las Magarita's Restaurant Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Las Margarita's Restaurant Inc.

The property is located at 106 North Cage Boulevard. It is zoned Business District (C-2) 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 request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\CUPs\ABC-Las Magaritas Restaurant Inc_M Orozco_2016

MEMORANDUM

DATE: MONDAY, JULY 03, 2017
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#160630 (LAS MARGARITA'S RESTAURANT INC.)

GENERAL INFORMATION:

APPLICANT: Las Margaritas Restaurant, Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being Lots 7-10, Block 28, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 106 North Cage Boulevard.

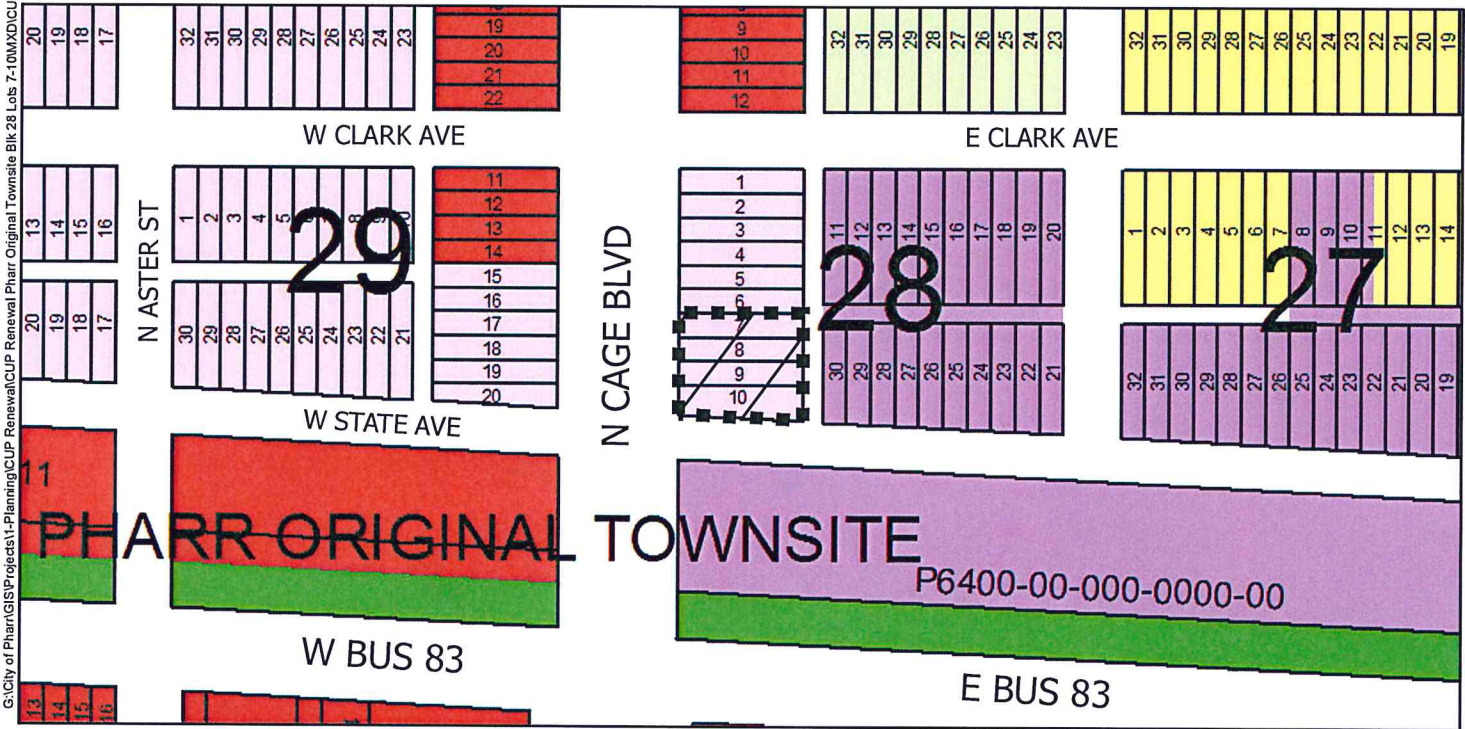
ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the north and west, and Heavy Commercial District (H-C) to the east and south. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	CODE ENFORCEMENT	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)

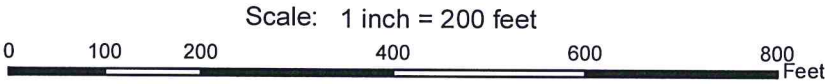
PLANNING DEPARTMENT: Recommends approval of the Conditional Use Permit. (See attached memo)

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.



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

City of Pharr, Texas
Engineering Department
956.702.5355



Date: 6/16/2017

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

Company Name or Business Entity: LAS MARGARITAS REST INC. Type of Business: RESTAURANT
Applicant: MAURICE ERIZCO Phone No.: 956 787-8868
(First) (Middle) (Last)
Mailing Address: 106 N. CAGE Pt Lina TX 78177
(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...)	///			
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)	///			158
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)	///			REPAIR AND EITHER CHANGE OR TAKE P WILL FIX ASAP
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	///			KITCHEN AREA
2. T.P. VALVE & DRAIN	///			
3. SHUT-OFF VALVE	///			
4. VENT (IF APPLICABLE)	///			

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUN 22 2017

BY: _____

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

WILL BE FIXING CEILING DAMAGE
REPAIR AND EITHER TAKE WORK

THOSE 6-22-17
(INSPECTOR / OFFICER) (Date)

M. D. Orozco 6-22-2017
(RECEIVED BY) (Date)



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

June 5, 2017

LAS MARGARITAS
106 N CAGE
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Jun 5, 2017 revealed no violations.

2960 EDUARDO LUGO
Inspector

Dora Teniente

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUN 06 2017

BY: _____



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 06/08/2017
Re: Conditional use Permit and Late Hours Permit for ABC – File No. CUP#160630 (Las Margaritas Restaurant Inc)

Maribel Orozco, (TDL#17730241), Las Margaritas Restaurant Inc. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Business District (C-2). The property is more fully described as follows:

- **Legal Description:** Being Lots 7-10 ,Block 28 Pharr Original Townsite Subdivision, Pharr Hidalgo County, Texas
- **Physical Address:** 106 North Cage Boulevard.
- **Contact Number:** 956-787-8868

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 exist 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 manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his 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.

Asst. Chief of Police

Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUN 22 2017

BY:



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.5.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson, Suite 1.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson, Suite 1.

Financial Consideration: N/A

Staff Recommendation: Planning Staff 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 site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

ROUTING:

Janie Benedict

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 06/27/2017

Approved - 06/27/2017

Approved - 06/27/2017

Final Approval - 06/28/2017



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

July 03, 2017

Conditional Use Permit **Renewal** for ABC – Kurai Chinese & Sushi Restaurant

Background:

Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Kurai Chinese & Sushi Restaurant

The property is located at 1201 South Jackson Road, Suite 1. 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 subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Microsoft Word: PharrCPD on Cpdserver\Admin\MyFiles\CUPS\Renewal-El Terco

Telephone (956) 402-4100 | Fax: (956) 702-5313 | P. O. Box 1729 | 118 S. Cage | Pharr, Texas 78577

www.pharr-tx.gov | Pharr.LIFE

MEMORANDUM

DATE: MONDAY, JULY 03, 2017

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#120424** (KURAI CHINESE & SUSHI RESTAURANT)

GENERAL INFORMATION:

APPLICANT: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1201 South Jackson, Suite 1.

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

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

POLICE CHIEF:

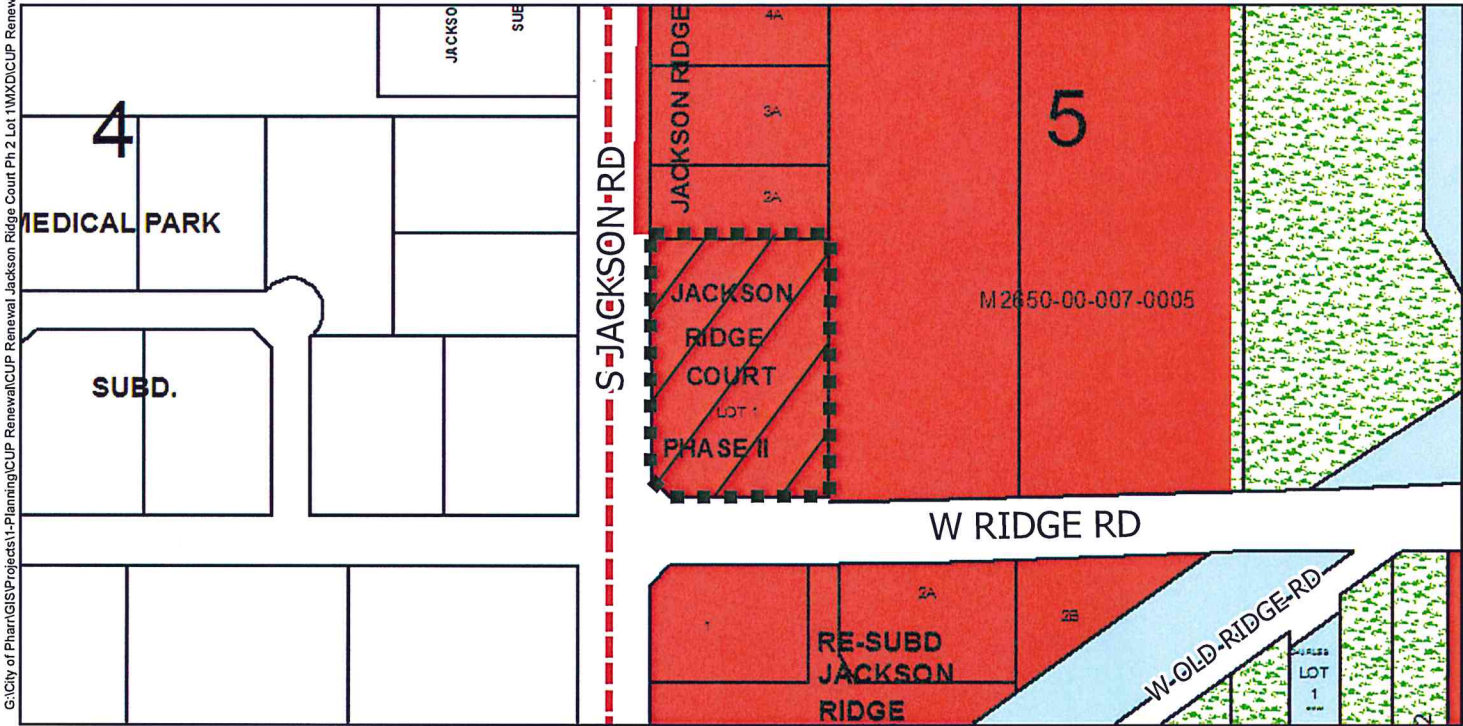
Recommends approval of
the Conditional Use Permit.
(See attached memo)

PLANNING DEPT.:

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

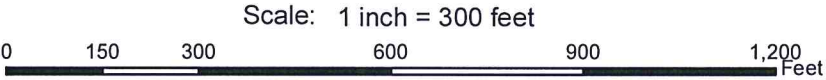
**PLANNING STAFF
RECOMMENDATIONS:**

Planning Staff 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 site and applicant being in compliance with all City Ordinances and City Department requirements.



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

City of Pharr, Texas
Engineering Department
956.702.5355



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

Company Name or Business Entity: Kura! chinese + sushi Type of Business: Restaurant
Applicant: Rommel Organista Phone No.: (956) 278-5658
(First) (Middle) (Last)
Mailing Address: 1201 S. Jackson 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? <u>Done by fire department</u>
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	☒	☒		<u>4 Exits</u>
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)	☒	☒		

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.
MAY 11 2017

BY: _____

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

Miguel Bacaldua 5/10/17 [Signature] 5-10-17
(INSPECTOR / OFFICER) (Date) (RECEIVED BY) (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

May 18, 2017

KURAI
1201 S JACKSON, STE 1
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on May 18, 2017 revealed no violations.

2960 EDUARDO LUGO
Inspector

Monica Pineda

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUN 14 2017

BY: _____



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning

From: Joel Robles, Asst. Chief of Police

Date: 06/22/2017

Re: Conditional use Permit Renewal for ABC – File No. CUP#120424 (Kurai Chinese & Sushi Restaurant)

Rommel Organista (TXDL# 35831483), d/b/a Kurai Chinese and Sushi Restaurant, is requesting a 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 more fully described as follows:

- **Legal Description:** Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 1201 S. Jackson Rd. Suite #1
- **Contact Number:** 956-278-5658

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 exist 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 manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his 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.

Asst. Chief of Police

A handwritten signature in blue ink, appearing to read "Joel Robles", written over a horizontal line.

Joel Robles

Office: 956-402-4739

Mobile: 956-878-3233

joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUN 22 2017

BY: A handwritten signature in blue ink, appearing to read "M", written over a horizontal line.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.6.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Emma E. Guerra has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (14' x 19') in a Single-Family Residential District (R-1). The Property is legally described as being Lot 83, Pecan Plantation Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7711 South Pecan Plantation Circle.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Emma E. Guerra has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (14' x 19') in a Single-Family Residential District (R-1). The Property is legally described as being Lot 83, Pecan Plantation Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7711 South Pecan Plantation Circle.

Financial Consideration: N/A

Staff Recommendation: Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (14' x 19') in a Single-Family Residential District (R-1) subject to staff's recommendations.

Alternatives:

ROUTING:

Janie Benedict
Roland Gomez
Melanie Cano
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 06/27/2017
Approved - 06/27/2017
Approved - 06/27/2017
Approved - 06/28/2017
Approved - 06/28/2017
Final Approval - 06/28/2017

MEMORANDUM

DATE: MONDAY, JULY 03, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: LIFE OF THE USE CONDITIONAL USE PERMIT FOR - OVERSIZED STORAGE UNIT FILE NO. CUP#170102

GENERAL INFORMATION:

APPLICANT: Emma E. Guerra has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (14' x 19') in a Single-Family Residential District (R-1).

LEGAL DESCRIPTION: The property is legally described as being Lot 83, Pecan Plantation Subdivision, Pharr, Hidalgo County, Texas.,

LOCATION: The property's physical address is 7711 South Pecan Plantation Circle.

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

NOTIFICATION OF PUBLIC: Fifty (50) surrounding property owners were notified by letter and a legal notice was published in the Advance News Journal. Staff received one (1) telephone call and one (1) walk in for information only.

DEVELOPMENT SERVICES RECOMMENDATION: Development Services is recommending **approval** of the Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (14' x 19') in a Single-Family Residential District (R-1) subject to the following conditions:

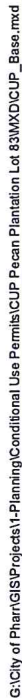
- 1) This permit shall be for the Life-of-the Use and issued to the current owner only;
- 2) The storage unit shall not have a separate electrical service;
- 3) No living amenities shall be installed in the unit;
- 4) Applicant shall comply with all City of Pharr Ordinances and codes, any violation will terminate this Conditional Use Permit;
- 5) Applicant shall obtain a building permit;
- 6) Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit; and
- 7) The following shall be considered as grounds for the revocation of the Conditional Use Permit:
 - Any change in use or change in extent of use, area or location.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
 - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

ADDITIONAL COMMENTS:

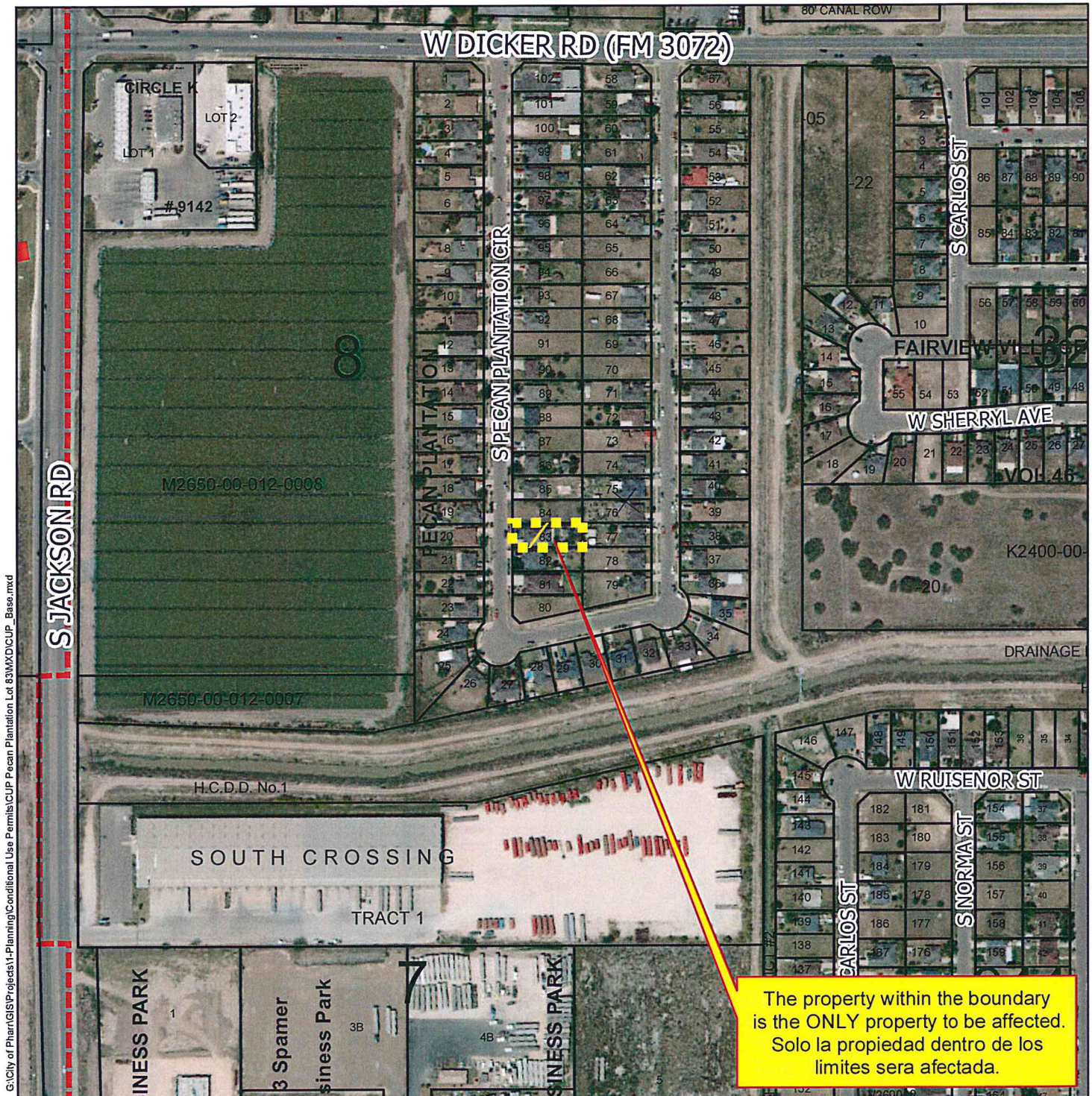
On May 09, 2017, Ms. Guerra submitted plans to the city for an after the fact outside storage unit. Application was placed on pending by the Building Official until a Life-of-the-Use Conditional Use Permit for an Oversized Storage Unit was applied for and a windstorm report was obtained for the project, since the building was taller than 10 feet. On, June 16, 2017, staff contacted Ms. Guerra who stated that she would modify the building down to the approved 10 feet to comply with the building code standards. Ms. Guerra submitted revised plans on June 22, 2017, to the Permits Division which were approved by the Building Official with the condition that Ms. Guerra apply for and obtain a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit.

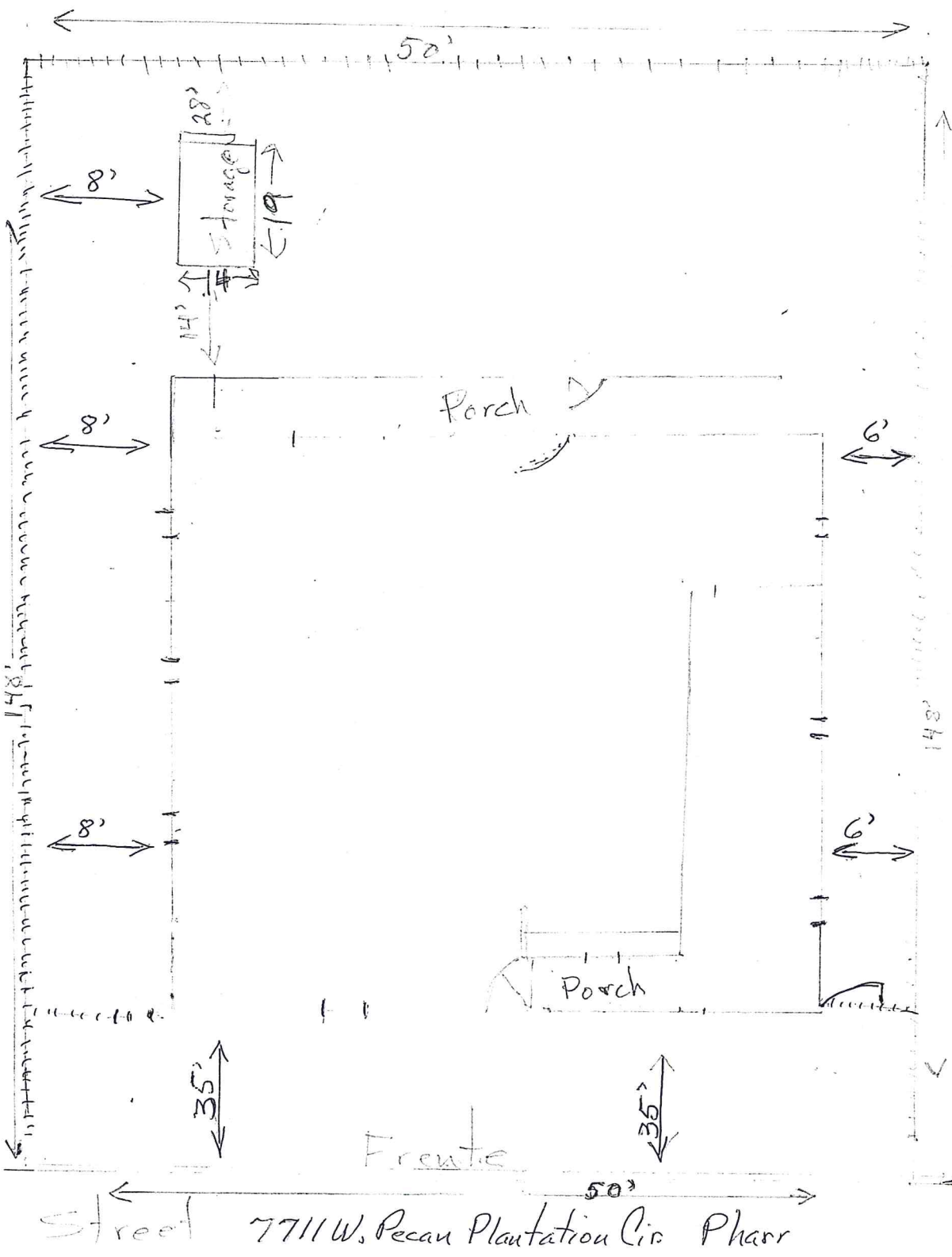
PLANNING & ZONING COMMISSION:

Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (14' x 19') in a Single-Family Residential District (R-1) subject to staff's recommendations.



- Date: 5/19/2017





Emma E. Cervera 7711 W. Pecan Plantation Circle

North

8' Vecino

Altura 10'

East

28' 8"

Piso tierra

27'

Vecino

6'

Piso Tierra

4' 1"

Piso cemento

16'

South

West

14'

14' 7"



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.K.

DATE SUBMITTED: June 28, 2017

MEETING DATE: July 3, 2017

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 - 06/28/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.K.1.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Janie Benedict, Administrative Assistant

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: MGE, representing City of Pharr, is requesting final plat approval of the proposed Pharr Development and Research Center Subdivision. The property is legally described as being a tract of land containing 5.00 acres, also being a part or portion of Lot 327, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of West Dicker Road.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: MGE, representing City of Pharr, is requesting final plat approval of the proposed Pharr Development and Research Center Subdivision. The property is legally described as being a tract of land containing 5.00 acres, also being a part or portion of Lot 327, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of West Dicker Road.

Financial Consideration: N/A

Staff Recommendation: Planning and Zoning Commission voted unanimously to approve the proposed Pharr Development and Research Center Subdivision, subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Janie Benedict

Created/Initiated - 06/27/2017

Roland Gomez
Melanie Cano
City Management Office

Approved - 06/27/2017
Approved - 06/27/2017
Final Approval - 06/28/2017



MEMORANDUM

DATE: MONDAY, JUNE 26, 2017

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: DEVELOPMENT SERVICES

SUBJECT: PHARR DEVELOPMENT AND RESEARCH CENTER SUBDIVISION FILE NO. SUB#151127
--

GENERAL INFORMATION:

APPLICANT: MGE, representing City of Pharr, is requesting final plat approval of the proposed Pharr Development and Research Center Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a tract of land containing 5.00 acres, also being a part or portion of Lot 327, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 900 Block of West Dicker Road.

ZONING: The property is currently zoned Agricultural and/or Open-Space District (A-O). The adjacent zones are Agricultural and/or Open-Space District (A-O) to the North and West, Single-Family Residential District (R-1) to the South, and Limited Industrial District (L-I) to the East. The property is designated for commercial and public/semi public use in the Land Use Plan.

PROPERTY PROPOSED USE: Development and Research Center.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Pharr Development and Research Center 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.

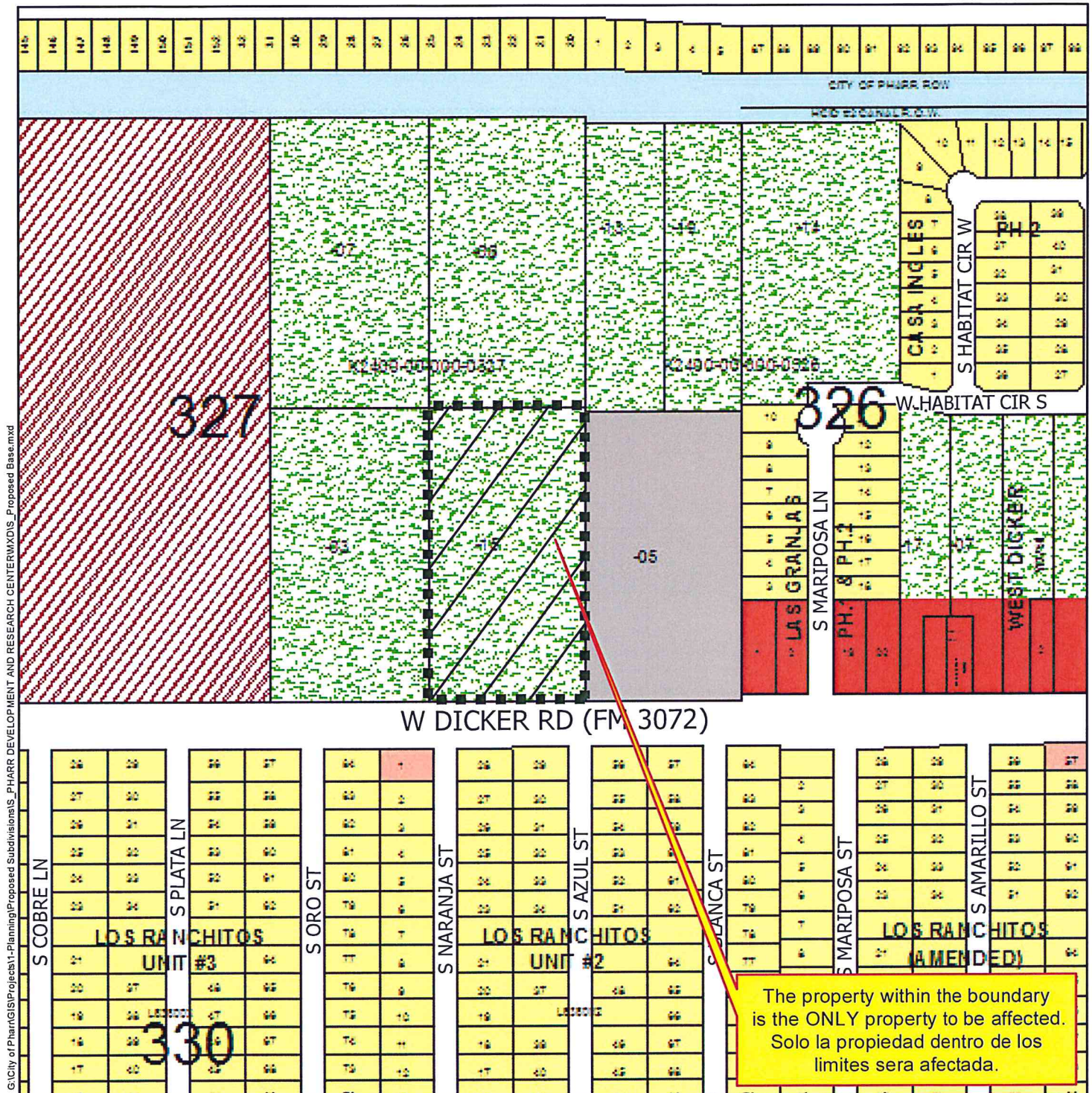
OTHER: 1) In compliance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Pharr Development and Research Center Subdivision.



1. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
2. BEARING BASES AS PER TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, SOUTH ZONE.
3. THE FLOOD DEFORMATION FOR THIS PROPERTY IS "ZONE B" WHICH ARE "AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND THE 500-YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS OF LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASIC FLOOD".
FROM COMMUNITY PANEL NO.: 485334 0500 B
MAP REVISID: JANUARY 3, 1981
4. CITY OF PHARR BENCHMARK #13 ELEV. = 87.00. COORDINATES = N 18570660.328, E 1008052.431, APPROXIMATELY 74 FEET SOUTH OF W. DOKER ROAD BACK OF CURB AND APPROXIMATELY 160 FEET OF THE WEST PROPERTY LINE OF 5.00 ACRES, LOT 327, KELLY-PHARR SUBDIVISION, RECORDED IN VOLUME 3, PAGE 133-134, M.H.C. TEXAS.
5. BUILDING SETBACK LINES: AS PER CITY OF PHARR ORDINANCE.
6. MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE TOP OF CURB AT CENTER OF LOT.
7. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT A VOLUME OF APPROXIMATELY 10,000 GALLONS OF WATER AT A VOLUME OF APPROXIMATELY 0.363 ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS; NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
8. DETENTION/RETENTION POND IS TO BE FENCED IF 3' OR DEEPER AND TO BE MAINTAINED BY OWNER.
9. WHEELCHAIR/RAMPAS A LANDINGS PER A.D.A. REQUIREMENTS ARE TO BE CONSTRUCTED AT SUBDIVISION CONSTRUCTION. A 5' SIDEWALK WILL BE REQUIRED ALONG THE NORTH R.O.W. OF W. DOKER ROAD AT BUILDING PERMIT.
10. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
11. EROSION AND SEDIMENTATION CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT T.P.D.E.S. GUIDELINES.
12. NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT.
13. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAT REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
14. FIRE SPRINKLER PROTECTION SHALL BE INSTALLED BY A LICENSE FIRE PROTECTION COMPANY.

400 W. Nolana, Ste H2 McAllen, Texas 78504
 Dir. 956.687 9121 Fax 956.637 3211



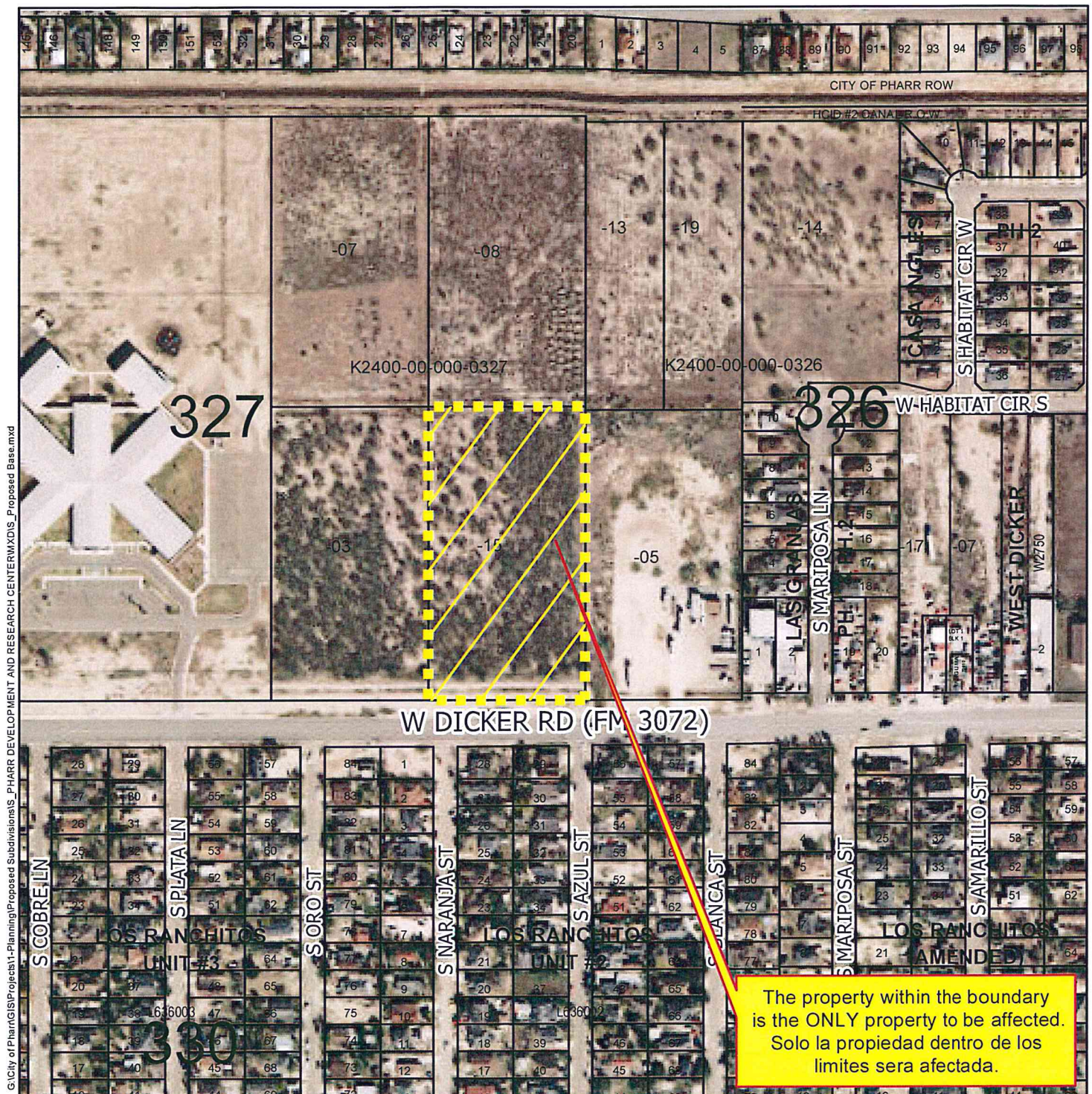
- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo ISD |
| Single Family | Mobile Home | General Business | 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 = 300 feet

0 150 300 600 900 1,200 Feet



Date: 11/24/2015





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: June 19, 2017

MEETING DATE: July 3, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution suspending the July 20, 2017 effective date of the Statement of Intent of Texas Gas Service Company to increase rates within incorporated areas of its service territory.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On June 15, 2017, Texas Gas Service, a Division of ONE Gas, Inc. ("TGS" or "Company"), filed a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the Rio Grande Valley Service Area ("RGVSA"). The affected Rio Grande Valley municipalities include the cities of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, La Joya, La Villa, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas ("RGV Cities"). In the filing, the Company asserts it is entitled to a \$4.54 million revenue increase from RGV Cities or an 18.35% increase over current adjusted revenues, excluding gas costs.

TGS has received annual rate increases in each of the past eight years based on a cost-of-service ("COS") tariff approved by the cities. Under the COS tariff, it was not necessary for cities to pass suspension resolutions. However, the COS approved last year required the Company to file a traditional rate case in 2017. A traditional rate case requires cities with original jurisdiction to act to suspend, deny, or approve the Company filing within 35 days from the date of filing. Cities must pass the suspension

resolution by July 20, 2017.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days following the filing of the application to change rates. TGS has proposed an effective date of July 20, 2017. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, TGS' rate request is deemed administratively approved.

The purpose of the resolution is to extend the effective date of the Company's proposed rate increase and service area consolidation to give the City time to review the rate-filing package. The resolution suspends the July 20, 2017 effective date of the Company's request for the maximum period permitted by law to allow the City to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates. The Resolution must be passed before July 20, 2017.

Financial Consideration:

Staff Recommendation: Staff recommends adoption of the resolution suspending the effective date of TGS' proposed rate increase.

Alternatives: Not to adopt resolution.

ROUTING:

Hilda Pedraza

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 06/19/2017

Approved - 06/28/2017

Approved - 06/28/2017

Final Approval - 06/28/2017

RESOLUTION NO. R-2017-_____

A RESOLUTION BY THE CITY OF PHARR, TEXAS SUSPENDING THE JULY 20, 2017 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF TEXAS GAS SERVICE COMPANY TO INCREASE RATES WITHIN INCORPORATED AREAS OF ITS SERVICE TERRITORY TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; AUTHORIZING PARTICIPATION WITH OTHER RIO GRANDE VALLEY TEXAS MUNICIPALITIES; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, on or about June 15, 2017, Texas Gas Service Company, a Division of ONE Gas, Inc. ("TGS" or "Company") filed with the City of Pharr ("City") and the other affected Rio Grande Valley municipalities a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the Rio Grande Valley Service Area effective July 20, 2017; and

WHEREAS, the City is a gas utility customer of TGS and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

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

SECTION 1. That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the City is authorized to protect the interests of the City and protect the interests of TGS customers residing and conducting business within municipal limits.

SECTION 3. That the July 20, 2017 effective date of the request to increase rates submitted by TGS on or about June 15, 2017, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 4. That the City joins the City of McAllen and the other Rio Grande Valley municipalities in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Geoffrey Gay of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C., and Karl J. Nalepa of the consulting firm of ReSolved Energy Consulting, L.L.C. to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 5. That the City shall work with the City of McAllen and other affected Rio Grande Valley municipalities in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Railroad Commission of Texas' consideration of the TGS rate filing as it affects the customers in the unincorporated areas of the Rio Grande Valley region.

SECTION 6. That the City's reasonable rate case expenses shall be reimbursed in full by TGS.

SECTION 7. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 8. That a copy of this Resolution shall be sent to Stacey McTaggart, TGS at 1301 S. MoPac Expwy., Suite 400, Austin, Texas 78746 and to Geoffrey Gay at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 9. That this Resolution shall be and become effective from and after its adoption.

PASSED AND APPROVED this 3rd day of July 2017.

CITY OF PHARR

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

APPROVED AS TO FORM:

Patricia Rigney, City Attorney

CERTIFICATION

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Pharr, Texas, at its regular meeting held of the 3rd day of July 2017, as the same appears in the records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Pharr this 3rd day of July, 2017.

Hilda Pedraza
City Clerk of the City of Pharr, Texas



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: June 28, 2017

MEETING DATE: July 3, 2017

FROM: Ruben Villegas, Chief of Police

DEPARTMENT: Police

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution authorizing city staff to consider request from Plantation Homeowners Association, establish traffic statue requirements, establish costs, and preparation of ordinance and traffic enforcement agreement for consideration establishing plantation roads as public for purposes of traffic enforcement by the Pharr Police Department.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: City Commission Approve Resolution

Alternatives:

ROUTING:

Ruben Villegas

Created/Initiated - 06/28/2017

Ruben Villegas

Approved - 06/28/2017

Karla Moya

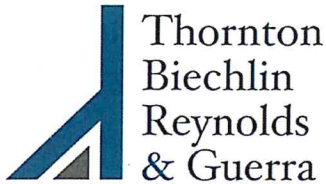
Approved - 06/29/2017

Patricia Rigney

Approved - 06/29/2017

City Management Office

Final Approval - 06/29/2017



Austin
San Antonio
Rio Grande Valley
Houston

Rafael Garcia, Jr.
418 E. Dove
McAllen, Texas 78504
Telephone: (956) 429-3065
Fax: (956) 630-0189
ragarcia@thorntonfirm.com

June 12, 2017

Pharr Police Department
1900 South Cage
Pharr, Texas 78577

RE: Pharr Police Department Patrol of Plantation

Dear Sirs;

Please be advised that I am the general counsel for the Plantation Homeowners Association, Inc. (PHOA, Inc.). I am writing you this letter on behalf of PHOA, Inc. to formally request that the Pharr Police Department begin regular patrols within the Plantation South Subdivision. The directors of PHOA, Inc., have authorized the request for the patrols, and have taken all actions necessary for the City of Pharr Police Department to begin patrolling at the Plantation South Subdivision. Thus, I hereby request on behalf of my client that the City of Pharr Police Department begin patrolling at the Plantation South Subdivision, or formally state the reason they are not able to patrol as requested.

As you may recall, the President of the Plantation Homeowners Association, Inc., previously made a similar request on May 13, 2016 (a copy of the letter is attached as Exhibit "A"). At that time, Mr. Abraham Padron, President of PHOA, Inc. advised that the Board of Directors of PHOA, Inc. had met and formally approved a motion that would authorize the City of Pharr Police Department to begin patrolling within the Plantation South Subdivision (a copy of the May 9, 2016 minutes are attached as Exhibit "B"). The request by Mr. Padron on behalf of PHOA, Inc. has been evaluated by the City of Pharr.

In response to the request for City of Pharr Police Department patrol and enforcement within the Plantation South Subdivision, the City of Pharr expressed concerns regarding the legitimacy of PHOA, Inc. to act on behalf of the residents at the Plantation South Subdivision. The concerns of the City of Pharr were addressed in March of 2017 when the following items were given to the City of Pharr to confirm PHOA, Inc.'s authority at the Plantation South Subdivision:

- Articles of Incorporation of the Plantation Homeowners Association;
- 1983 Declaration of Covenants, Conditions and Restrictions of Plantation South Subdivision;
- 2014 Amended Bylaws of Plantation Homeowners Association, Inc.;
- 2011 County Court at Law #1 Judgment;
- 2013 13th Court of Appeals judgment; and
- 2015 332nd District Court Agreed Take Nothing Judgment in Abbott case.

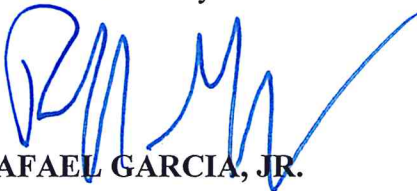
The documents outlined above clearly establish that my client, PHOA, Inc., is a properly formed Texas homeowners association, and that they have the exclusive right to represent the owners at the Plantation South Subdivision. I would be happy to give you copies of each of these documents for your review.

Thus, in light of the forgoing, I reiterate my client's formal request that the City of Pharr Police Department begin regular patrols within the Plantation South Subdivision. If there is a reason why my client's request cannot be met, we respectfully ask that the City of Pharr Police Department formally state the reason the request is being denied at this point. The Board of Directors of PHOA, Inc. would be more than happy to work together with the City of Pharr Police Department in overcoming any obstacles that need to be addressed prior to initiation of the requested patrols at the Plantation South Subdivision.

Thank you very much for your attention to this matter. Please let me know if anything else is required of my client regarding this matter. Should you have any questions, please feel free to contact me.

Very truly yours,

THORNTON, BIECHLIN, SEGRATO,
REYNOLDS & GUERRA, L.C.
Rio Grande Valley Office



RAFAEL GARCIA, JR.

RGJR:md
Enclosures

EXHIBIT A

Plantation Homeowners Association Inc.
600 Plantation Drive
Pharr, Texas 78577

May 13, 2016

Pharr Police Department
1900 South Cage
Pharr, Texas 78577

Dear Sir,

On May 6, 2016 Police Officer Irving Segura provided a short but excellent program regarding patrols by Pharr Police within the Plantation.

On May 9, 2016 the Plantation Board of Directors unanimously voted to allow Pharr Police Department to maintain regular patrols inside our community to enforce all City of Pharr ordinances including writing speeding tickets, stop sign violations and answer calls regarding domestic incidents.

The community would appreciate your support in this matter and look forward to working together.

Sincerely,



Abraham Padron
President

CC: Tim O'Malley, Plantation Manager
Board of Directors

EXHIBIT B

PHOA Board Meeting May 9-2016

Meeting was called to order by President Abraham Padron @ 6:40 P.M.

Pledge of Allegiance, followed by Invocation

Board members present: Abraham Padron, D'Wayne DeZiel, Bob Hummell, Romeo Cantu, Rigoberto Camarillo, Victor Farias and Pam Bohnsack

Motion was made by Romeo Cantu and second by D'Wayne to accept the April 11-2016 minutes.
Motion was carried.

Motion was made by D'Wayne DeZiel and second by Romeo to accept the agenda. Motion carried.

Plantation board of directors, management and committee reports:

Abraham Padron gave presidents report: Abraham will talk to the City to advise them to clean curb and gutters again. Note: Misdemeanor could be fined up to \$200.00 No Trespassing on golf course use limited to paid customers only. No bikes, skateboards, jogging, fishing or walking dogs.

Tim O'Malley, Managers report. 131 total of lien sent out as of May 9th-2016

Treasures report

Rigoberto Camarillo

Architectural committee report

D'Wayne DeZiel

Santiago Guerra gave security report. A big thank you goes out to Santiago on working with the police in catching some individuals in the act of vandalism.

Romeo Cantu gave the Covenant/By-Laws report. Note: review of by-laws and covenant will take place in the Library @ the activity center on Saturday May 21-2016 @ 9:00 A.M.

Pam Bohnsack gave the Grounds and Maintenance report. Note: Please keep dogs on leash and in your own yard. Some children are frightened to play in their own yards because of this.

No old business.

New Business:

D'Wayne DeZiel made motion and second by Romeo Cantu to have President forward a letter to police department allowing them to patrol plantation more often, write speeding tickets, stop sign violations, domestic calls, loud music and violations of city of Pharr ordinance .Motion carried

Motion was defeated for assessments past due in 20 days rather than 30 days.

D'Wayne DeZiel made a motion and second by Pam Bohnsack to table Estate Sale 6.10 and Signs 6.9 until Covenant Committee has reviewed the Covenant and provides recommended amendments to the Board of Directors. The Board of Directors then can submit to the residents proposed amendments to the Covenant. Remember 60% of lot owners must approve any amendments to the Covenant. Motion carried

Romeo Cantu made a motion and second by D'Wayne Ziel to table bids for seal coating until Junes meeting. 3 bids will be required. Motion carried

Motion made by Rigoberto Camarillo and second by D'Wayne DeZiel to except JMJ A/C & HEATING SERVICE to maintain the 4-unit air condition units in the Magnolia room. Motion carried

D'Wayne DeZiel made motion second by Victor Farias to except variance on 433 Plantation Drive to build a stick-built House. Motion carried. The City of Pharr will approve changes to our covenant to allow stick built homes on lots that are currently designated small or large mobile homes, park models and double wide mobile homes because plantation was designed using the planned unit development process. They only allow this change if the board of directors request a variance to PUD and each property to be changed required PHOA board of directors to approve at monthly meeting.

Romeo Cantu made motion and second D'Wayne DeZiel to table the curb and gutter issue. Motion Carried

A motion was made regarding Estate Sales. Motion was withdrawn because the Estate Sale Issue was tabled along with Rental Signs as the third order of business on the agenda.

Meeting adjourned @ 7:50 P.M.

Open Forum

Respectfully submitted

Pam Bohnsack, Secretary

Texas Traffic Code

Sec. 542.008. TRAFFIC REGULATIONS: PRIVATE SUBDIVISIONS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a subdivision in which the roads are privately owned or maintained that is located in a municipality with a population of 300 or more.

(b) On petition of 25 percent of the property owners residing in the subdivision or on the request of the governing body of the entity that maintains the roads, the governing body of the municipality may extend by ordinance any traffic rules that apply to a road owned by the municipality, or by the county in which the municipality is located, to the roads in the subdivision so that the roads of the subdivision are under the same traffic rules, if the governing body of the municipality finds the ordinance in the interest of the municipality generally. A petition under this subsection must specify the traffic rules that are sought to be extended. The ordinance may extend any or all of the requested rules.

(c) As a condition of extending a traffic rule under Subsection (b), the governing body of the municipality may require that owners of property in the subdivision pay all or part of the cost of extending and enforcing the traffic rules in the subdivision, including the costs associated with the placement of necessary official traffic control devices. The governing body of the municipality shall consult with the appropriate law enforcement entity to determine the cost of enforcing traffic rules in the subdivision.

(d) On issuance of an order under this section, the private roads in the subdivision are considered to be public highways or streets for purposes of the application and enforcement of the specified traffic rules. The governing body

of the municipality may place official traffic control devices on property abutting the private roads if:

(1) those devices relate to the specified traffic rule; and

(2) the consent of the owner of that property is obtained or an easement is available for the placement.



MEMORANDUM

DATE: June 28, 2017
TO: Juan G Guerra, City Manager
FROM: Ruben Villegas, Police Chief

SUBJECT: Request for Consideration and Action, if any, on Resolution Authorizing City Staff Consider Request from Plantation Homeowners Association, Establish Traffic Statute Requirements, Establish Costs, and Preparation of Ordinance and Traffic Enforcement Agreement for Consideration Establishing Plantation Roads as Public for Purposes of Traffic Enforcement by the Pharr Police Department

ISSUE:

Since May 2016 the Plantation Homeowners Association Inc. have been in discussion with the City of Pharr concerning the City of Pharr enforcing City of Pharr Ordinances and conducting traffic enforcement inside their private and gated subdivision. The association, after their approval at a association board of directors meeting, and thru a letter from their attorney dated June 12, 2017 are requesting that the City of Pharr Police Department begin patrol and traffic enforcement within their subdivision. The association has stated that motorist inside their private gated community have a disregard for traffic control devices due to no enforcement.

State of Texas Traffic Code Section 542.008 (attached to agenda item) allows that upon a petition from the association or 25% of subdivision landowners, a municipality may by ordinance allow traffic rules enforced on public roads to be enforced on private roads if it finds it in the interest of the municipality. The petitioner could officially request the extension and enforcement of only certain traffic rules.

The city will have to determine costs associated with placement of necessary traffic control devices and traffic enforcement to include a determination if costs will be paid by the association. If ordinance is approved and passed, the subdivisions private roads would be considered public roads for purposes of enforcement of traffic rules.

The proposed resolution would authorize city staff to consider the request from the association and/or property owners, establish that petition meets statute requirements, establish related costs, and prepare an ordinance for city commission consideration and approval on establishing roads inside Plantation as public for purposes of traffic enforcement.

FINANCIAL CONSIDERATION:

To be determined at a later date.

ALTERNATIVE:

Not approve resolution and not consider designation of public roads inside Plantation subdivision for purposes of traffic enforcement.

STAFF RECOMMENDATION:

Staff recommends that approval be given for this department and legal draft an Ordinance Extending Traffic Laws to Plantation Subdivision and to negotiate and enter a Traffic Enforcement Agreement with the Plantation Homeowners Association

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN
AGREEMENT WITH THE PLANTATION SUBDIVISION HOMEOWNER'S ASSOCIATION
FOR THE PURPOSE OF TRAFFIC CONTROL, AND OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the Plantation Subdivision is a private gated community in the City of Pharr, Texas, Hidalgo County, Texas, generally located at ___600 Plantation Drive_____ and containing ___1,100_ residences _____; and

WHEREAS, the Plantation Home Owner's Association is the owner of the private streets in Plantation Subdivision and is responsible for the maintenance thereof; and

WHEREAS, the Texas Transportation Code Section 542.008 (the "Statute") as amended authorized a municipality to extend certain road regulations to within certain private subdivisions; and

WHEREAS, the Statute applies to a subdivision in which the roads are privately owned or maintained, and to a municipality with a population of three hundred (300) or more; and

WHEREAS, the Statute authorized, on petition of twenty-five percent (25%) of the property owners residing in a subdivision or on the request of the governing body of the entity that maintains the road, the governing body of the municipality to extend by ordinance any traffic rules that apply to a road owned by the municipality,, or by the county in which the municipality is located, to the roads in the subdivision so that the roads of the subdivision are under the same traffic rules, if the governing body of the municipality finds the ordinance in the interest of the municipality generally; and

WHEREAS, pursuant to the Statute, the governing body of the Association, has requested that the City enforce the traffic rules and laws related to the operation of motor vehicles on public thoroughfares of the City on the Private Streets and to obtain the patrol presence of the City Police Department for the health, safety, and welfare of the City's citizens residing in the Pharr Plantation Subdivision, said request to be followed by official Association Resolution; and

WHEREAS, the Association acknowledges and agrees that it, together with the Owners, agree that enforcement of the request to extend traffic regulations is subject to the passage of an ordinance by the City Council of the City stating that the Private Streets are to be considered to be public streets for purposes of the application and enforcement of specified traffic rules and is further subject to an agreement being executed between the City and the Association.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHARR:

1. That the request is hereby considered by the City Council.

2. That upon receipt of official Resolution of the Association or Petition by the Owners, the City Manager is hereby authorized to execute an agreement detailing the obligations of the Association regarding payment and liability for traffic enforcement.
3. That this resolution shall be in force and effect from and after its final passage, and is so resolved.

PASSED AND APPROVED THIS 3RD DAY OF JULY 2017.

CITY OF PHARR, TEXAS

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

(CITY SEAL)



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: June 19, 2017

MEETING DATE: July 3, 2017

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order Number 3 and Final Reconciliation of Quantities for Fire Station Number 3 Renovations (Bid Number 1617-01-528-0011)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: 5 Star Construction has completed construction of the Fire Station Number 3 Renovations. A final inspection was held on April 24, 2017, and improvements were completed according to plans and specifications. Change Order Number 3 is for construction of concrete ramp in front of Police Department Substation in the amount of \$5,115 for a revised contract amount of \$428,485.

Financial Consideration: Change Order Number 3 in the amount of \$5,115.00 increases the contract amount from \$423,370.00 to \$428,485.00. Final Payment and Retainage is in the amount of \$26,283.50.

Construction Contract: \$392,800.00
Change Order Number 1: \$29,805.00
Change Order Number 2: \$765.00
Change Order Number 3: \$5,115.00
Revised Contract: \$428,485.00

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

the amount of \$5,115 and the release of retainage and final payment the amount of \$26,283.50.

Alternatives: N/A

ROUTING:

Maria Rangel

Created/Initiated - 06/19/2017

Omar Anzaldua

Approved - 06/27/2017

Karla Moya

Approved - 06/28/2017

City Management Office

Final Approval - 06/28/2017



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON April 25, 2017 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	<u>City of Pharr-Fire Station #3 Renovation</u>
BID NO.:	<u>1617-01-528-0011</u>
CONTRACT DATE:	<u>January 11, 2017</u>
CONTRACTOR:	<u>5 STAR CONSTRUCTION</u>
ADDRESS:	<u>3209 Melody Lane</u>
PROJECT DESCRIPTION:	<u>City of Pharr-Fire Station #3 Renovation</u>

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
2. That the sum of \$_____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a 'Certificate of Release' starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Original Contract	\$ <u>392,800.00</u>
Change Orders	\$ <u>35,685.00</u>
Current Contract	\$ <u>428,485.00</u>
Total Earned to Date	\$ <u>428,485.00</u>
Less Previous Payments (-)	\$ <u>402,201.50</u>
Balance with Retainage	\$ <u>26,283.50</u>
Authorized Deductions (-)	\$ _____
Final Payment	\$ <u>26,283.50</u>

6. That the **Final Payment** in the amount of \$(26,283.50)
(Twenty Six Thousand Two Hundred Eighty Three Dollars and Fifty Cents)
is due and payable.

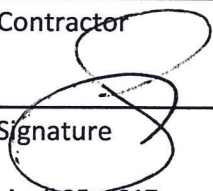
Sam Garcia Architect, LLC
Architecture Firm



Architect's Signature

APPROVED BY:

5 Star Construction

Contractor


Signature
April 25, 2017

Date

APPROVED BY:

City Engineer

Signature

Date

Payment Request No. 3 4 & FZVAL
Period: 04/24/2017 to 05/10/2017

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

Contractor: 5 Star Construction
3209 Melody Lane
Mission, Texas 78574

Project: Fire Station No. 3 Renovations
Bid No. 1617-01-528-0011

Original Contract Amount:	<u>\$392,800.00</u>	
Change Orders:	<u>\$35,685.00</u>	
Contract Amount to Date:	<u>\$428,485.00</u>	
Total to Date:	<u>\$428,485.00</u>	Attachment "A"
Total Stored to Date:		*
Total to Date:	<u>\$428,485.00</u>	
Retainage:	<u>\$0.00</u>	
Total Due Less Retainage:	<u>\$0.00</u>	
Less Previous Payments:	<u>\$402,201.50</u>	
Current Payment Due:	<u>\$26,283.50</u>	

Percent Completed: 100.00%

Change Order Summary		
No.	Addition	Deductions
1	\$29,805.00	
2	\$765.00	
<u>3 4 Mar</u>	\$5,115.00	
Totals:	\$35,685.00	\$0.00
Net Change Order:	<u>\$35,685.00</u>	

* Provide Documentation



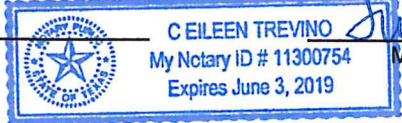
Contractor:

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

Signature: [Signature] Date: 5/11/2017

Subscribed and sworn before me this 11th day of May, 2017.

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

Notary Public: C. Eileen Trevino
 My Commission Expires: June 3, 2019

Project Architect:

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

Signature: _____ Date: _____

Approved:

Omar Anzaldúa Jr., P.E.
City Engineer

Ed Wylie
Assistant City Manager

Juan Guerra
City Manager

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order Number 3 and Final Reconciliation of Quantities for the Single Machine Repaving Project Year 1 Phase B (Bid Number 1516-01-528-0036)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Cutler Repaving, Inc., has completed the Single Machine Repaving Project Year 1 Phase B. A final inspection was held on June 16, 2017, and improvements were completed according to plans and specifications. Deduct Change Order Number 3 is for final reconciliation of quantities, time, and items.

Financial Consideration: Change Order Number 3 decreases the contract amount by \$295,989.08 from \$2,926,060.91 to \$2,630,071.83. Final Payment and release of Retainage is in the amount of \$138,887.83.

Staff Recommendation: Staff recommends approval of Deduct Change Order Number 3 in the amount of \$295,989.08 reducing the contract amount from \$2,926,060.91 for a revised contract amount of \$2,630,071.83 and Final Payment and release of Retainage is in the amount of \$138,887.83.

Alternatives: N/A

ROUTING:

Maria Rangel
Omar Anzaldua

Created/Initiated - 06/27/2017
Approved - 06/28/2017

Karla Moya
City Management Office

Approved - 06/29/2017
Final Approval - 06/29/2017

SINGLE MACHINE REPAVING PROJECT YEAR 1 - PHASE B
BID NO. 1516-01-528-0036

		Contract				Final	
Item No.	Description	Units	Quantity	Unit Cost	Amount	Quantity	Amount
OAKLANE ESTATES SUBDIVISION							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	13,964	\$ 2.96	\$41,333.44	12,910.30	\$38,214.49
2	CURB LINE MILLING AND REMOVAL & HAULING	LF	9,340	\$ 2.10	\$19,614.00	8,304.00	\$17,438.40
3	REJUVENATOR	GAL	1,396	\$ 3.60	\$5,025.60	2,028.00	\$7,300.80
4	MH ADJUSTMENT TO GRADE	EA	5	\$ 250.00	\$1,250.00	0.00	\$0.00
5	VALVE ADJUSTMENT TO GRADE	EA	0	\$ 150.00	\$0.00	0.00	\$0.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	EA	1,507	\$ 62.00	\$93,434.00	964.60	\$59,805.20
LARK SUBDIVISION							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	1,875	\$ 2.96	\$5,550.00	1,728.00	\$5,114.88
2	CURB LINE MILLING AND REMOVAL & HAULING	LF	1,107	\$ 2.10	\$2,324.70	2,221.45	\$4,665.05
3	REJUVENATOR	GAL	187	\$ 3.60	\$673.20	0.00	\$0.00
4	MH ADJUSTMENT TO GRADE	EA	0	\$ 250.00	\$0.00	0.00	\$0.00
5	VALVE ADJUSTMENT TO GRADE	EA	0	\$ 150.00	\$0.00	0.00	\$0.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	EA	188	\$ 62.00	\$11,656.00	140.21	\$8,693.02
CITRUS TRAILS SUBDIVISION							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	25,665	\$ 2.96	\$75,968.40	18,254.10	\$54,032.14
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	17,170	\$ 2.10	\$36,057.00	12,167.00	\$25,550.70
3	REJUVENATOR	GAL	2,567	\$ 3.60	\$9,241.20	3,047.00	\$10,969.20
4	MH ADJUSTMENT TO GRADE	EA	3	\$ 250.00	\$750.00	-	\$0.00
5	VALVE ADJUSTMENT TO GRADE	EA	0	\$ 150.00	\$0.00	-	\$0.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	EA	2,517	\$ 62.00	\$156,054.00	1,096.10	\$67,958.20
COLONIA SANTA BARBARA							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	12,141	\$ 2.96	\$35,937.36	8,381.80	\$24,810.13
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	9,278	\$ 2.10	\$19,483.80	5,282.00	\$11,092.20
3	REJUVENATOR	GAL	1,214	\$ 3.60	\$4,370.40	1,432.00	\$5,155.20
4	MH ADJUSTMENT TO GRADE	EA	5	\$ 250.00	\$1,250.00	-	\$0.00
5	VALVE ADJUSTMENT TO GRADE	EA	1	\$ 150.00	\$150.00	-	\$0.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	EA	1,236	\$ 62.00	\$76,632.00	600.76	\$37,247.12
REGAL PARK ESTATES							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	10214	\$2.96	\$30,233.44	9,502.00	\$28,125.92
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	6627	\$2.10	\$13,916.70	5,826.00	\$12,234.60
3	REJUVENATOR	GAL	1022	\$3.60	\$3,679.20	1,315.00	\$4,734.00
4	MH ADJUSTMENT TO GRADE	EA	2	\$250.00	\$500.00	2.00	\$500.00
5	VALVE ADJUSTMENT TO GRADE	EA	0	\$150.00	\$0.00	-	\$0.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	1028	\$62.00	\$63,736.00	650.87	\$40,353.94
YVONNE SUBDIVISION							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	1173	\$2.96	\$3,472.08	1,099.00	\$3,253.04
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	852	\$2.10	\$1,789.20	690.00	\$1,449.00
3	REJUVENATOR	GAL	118	\$3.60	\$424.80	160.00	\$576.00
4	MH ADJUSTMENT TO GRADE	EA	2	\$250.00	\$500.00	1.00	\$250.00
5	VALVE ADJUSTMENT TO GRADE	EA	0	\$150.00	\$0.00	-	\$0.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	129	\$62.00	\$7,998.00	69.03	\$4,279.86
ABBEY HEIGHTS SUBDIVISION							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	10343	\$2.96	\$30,615.28	9,704.10	\$28,724.14
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	6915	\$2.10	\$14,521.50	-	\$0.00
3	REJUVENATOR	GAL	1035	\$3.60	\$3,726.00	1,561.77	\$5,622.37
4	MH ADJUSTMENT TO GRADE	EA	0	\$250.00	\$0.00	1.00	\$250.00
5	VALVE ADJUSTMENT TO GRADE	EA	0	\$150.00	\$0.00	-	\$0.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	1032	\$62.00	\$63,984.00	635.06	\$39,373.72

ROSEWOOD SUBDIVISION							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	10927	\$2.96	\$32,343.92	10,304.00	\$30,499.84
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	7176	\$2.10	\$15,069.60	6,686.00	\$14,040.60
3	REJUVENATOR	GAL	1093	\$3.60	\$3,934.80	1,492.23	\$5,372.03
4	MH ADJUSTMENT TO GRADE	EA	1	\$250.00	\$250.00	-	\$0.00
5	VALVE ADJUSTMENT TO GRADE	EA	2	\$150.00	\$300.00	-	\$0.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	1117	\$62.00	\$69,254.00	680.00	\$42,160.00
STAR SUBDIVISION							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	6438	\$2.96	\$19,056.48	5,986.60	\$17,720.34
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	3880	\$2.10	\$8,148.00	3,350.00	\$7,035.00
3	REJUVENATOR	GAL	644	\$3.60	\$2,318.40	883.00	\$3,178.80
4	MH ADJUSTMENT TO GRADE	EA	0	\$250.00	\$0.00	-	\$0.00
5	VALVE ADJUSTMENT TO GRADE	EA	0	\$150.00	\$0.00	-	\$0.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	652	\$62.00	\$40,424.00	451.74	\$28,007.88
PHARR ORIGINAL TOWNSITE -4							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	43809	\$2.96	\$129,674.64	40,735.00	\$120,575.60
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	27517	\$2.10	\$57,785.70	23,562.00	\$49,480.20
3	REJUVENATOR	GAL	4381	\$3.60	\$15,771.60	6,001.43	\$21,605.15
4	MH ADJUSTMENT TO GRADE	EA	42	\$250.00	\$10,500.00	17.00	\$4,250.00
5	VALVE ADJUSTMENT TO GRADE	EA	27	\$150.00	\$4,050.00	27.00	\$4,050.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	4375	\$62.00	\$271,250.00	2,715.60	\$168,367.20
AREA 1 (SUGAR & EGLY)							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	29961	\$2.96	\$88,684.56	27,780.77	\$82,231.08
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	19782	\$2.10	\$41,542.20	16,599.00	\$34,857.90
3	REJUVENATOR	GAL	2997	\$3.60	\$10,789.20	4,252.32	\$15,308.35
4	MH ADJUSTMENT TO GRADE	EA	1	\$250.00	\$250.00	16.00	\$4,000.00
5	VALVE ADJUSTMENT TO GRADE	EA	0	\$150.00	\$0.00	6.00	\$900.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	3043	\$62.00	\$188,666.00	1,939.37	\$120,240.94
N. RAIDER DRIVE							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	15221	\$2.96	\$45,054.16	14,561.70	\$43,102.63
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	5715	\$2.10	\$12,001.50	5,194.00	\$10,907.40
3	REJUVENATOR	GAL	1523	\$3.60	\$5,482.80	2,411.00	\$8,679.60
4	MH ADJUSTMENT TO GRADE	EA	5	\$250.00	\$1,250.00	2.00	\$500.00
5	VALVE ADJUSTMENT TO GRADE	EA	1	\$150.00	\$150.00	2.00	\$300.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	2715	\$62.00	\$168,330.00	1,199.64	\$74,377.68
SUGAR PALMS							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	26225	\$2.96	\$77,626.00	24,134.00	\$71,436.64
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	17350	\$2.10	\$36,435.00	15,852.00	\$33,289.20
3	REJUVENATOR	GAL	2623	\$3.60	\$9,442.80	4,219.00	\$15,188.40
4	MH ADJUSTMENT TO GRADE	EA	5	\$250.00	\$1,250.00	2.00	\$500.00
5	VALVE ADJUSTMENT TO GRADE	EA	8	\$150.00	\$1,200.00	16.00	\$2,400.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	2655	\$62.00	\$164,610.00	1,781.45	\$110,449.90
ADDITIONAL MATERIAL							
A	CALICHE REMOVAL (2"-8") (INCLUDE HAULING OF CALICHE TO PUBLIC WORKS SITE)	SY	430	\$9.50	\$4,085.00	283.5	\$2,693.25
B	CALICHE (TY F GR 3) (INCLUDE DELIVERY AND PLACEMENT)	TON	100	\$39.20	\$3,920.00	118.73	\$4,654.22
C	MISC. MILLING (1"-4"). INCLUDE REMOVAL AND HAULING OF MILLING TO PUBLIC WORKS SITE	SY	9093	\$8.50	\$77,290.50	5472.6	\$46,517.10
D	PRIME COAT (MC-30)	GAL	4547	\$6.00	\$27,282.00	1687	\$10,122.00

ALT. NO. 1 - MAGIC VALLEY INVESTMENTS NO. 2 & 3							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	6773	\$2.90	\$19,641.70	6,226.00	\$18,055.40
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	4829	\$1.95	\$9,416.55	4,010.00	\$7,819.50
3	REJUVENATOR	GAL	678	\$3.60	\$2,440.80	1,060.00	\$3,816.00
4	MH ADJUSTMENT TO GRADE	EA	0	\$250.00	\$0.00	-	\$0.00
5	VALVE ADJUSTMENT TO GRADE	EA	0	\$150.00	\$0.00	-	\$0.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	727	\$60.00	\$43,620.00	461.45	\$27,687.00
ALT. NO. 2 - FARIS SUBDIVISION							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	14429	\$2.85	\$41,122.65	13,444.30	\$38,316.26
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	9787	\$1.95	\$19,084.65	8,659.00	\$16,885.05
3	REJUVENATOR	GAL	1443	\$3.60	\$5,194.80	2,280.25	\$8,208.90
4	MH ADJUSTMENT TO GRADE	EA	4	\$250.00	\$1,000.00	-	\$0.00
5	VALVE ADJUSTMENT TO GRADE	EA	10	\$150.00	\$1,500.00	12.00	\$1,800.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	1535	\$60.00	\$92,100.00	898.67	\$53,920.20
ALT. NO. 3 - PROSPERIDAD MANUFACTURED HOMES							
1	1-IN RECYCLING (SINGLE-PASS METHOD AS PER SECTION 02616R)	SY	20280	\$2.85	\$57,798.00	18,754.70	\$53,450.90
2	CURB LINE MILLING AND REMOVAL & HAULING OF MILLINGS TO PUBLIC WORKS SITE	LF	13837	\$1.90	\$26,290.30	11,950.00	\$22,705.00
3	REJUVENATOR	GAL	2028	\$3.60	\$7,300.80	2,849.00	\$10,256.40
4	MH ADJUSTMENT TO GRADE	EA	0	\$250.00	\$0.00	-	\$0.00
5	VALVE ADJUSTMENT TO GRADE	EA	0	\$150.00	\$0.00	-	\$0.00
6	HMAC TY D LIMESTONE AGGREGATE (DELIVERED)	TON	1987	\$59.50	\$118,226.50	1,082.87	\$64,430.77
SUBTOTAL FOR CONTRACT WORK				\$2,926,060.91		\$2,084,123.59	
WEST BELL- WEST JUAREZ (PAY REQUEST #5, INCLUDING CORRECTION FOR LARK SUBDIVISION)							
1	1" RECYCLING	SY		\$ 2.96		13,369.35	\$39,573.28
2	MISC. MILLING (1"-4")	SY		\$ 8.50		294.60	\$2,504.10
3	CURB LINE MILLING	LF		\$ 2.10		7,128.00	\$14,968.80
4	HMAC TYPE D	TON		\$ 62.00		845.69	\$52,432.78
5	REJUVENATOR	GAL		\$ 3.60		1,710.00	\$6,156.00
6	PRIME COAT (MC-30)	GAL		\$ 6.00		83.00	\$498.00
7	CALICHE REMOVAL (2"-8")	SY		\$ 9.50		134.40	\$1,276.80
8	CALICHE TY F GR 3	SY		\$ 39.20		41.35	\$1,620.92
9	MANHOLE ADJUSTMENT	EA		\$ 250.00		4.00	\$1,000.00
10	WATER VALVE ADJUSTMENT	EA		\$ 150.00		1.00	\$150.00
CROWN POINT ESTATES (PAY REQUEST #6)							
1	1" RECYCLING	SY		\$ 2.96		35,962.96	\$106,450.36
2	MISC. MILLING (1-4 IN)	SY		\$ 8.50		829.50	\$7,050.75
3	CURB LINE MILLING	LF		\$ 2.10		21,072.69	\$44,252.65
4	HMAC TYPE D	TON		\$ 62.00		2,304.65	\$142,888.30
5	REJUVENATOR	GAL		\$ 3.60		4,722.00	\$16,999.20
6	PRIME COAT	GAL		\$ 6.00		324.00	\$1,944.00
7	CALICHE REMOVAL (2"-8")	SY		\$ 9.50		132.20	\$1,255.90
8	CALICHE TY F GR 3	SY		\$ 39.20		39.78	\$1,559.38
9	MANHOLE ADJUSTMENT	EA		\$ 250.00		6.00	\$1,500.00
CIVIC CENTER PARKING LOT (PAY REQUEST #6)							
1	1" RECYCLING	SY		\$ 2.96		9,094.60	\$ 26,920.02
2	CURB LINE MILLING	LF		\$ 2.10		3,963.00	\$ 8,322.30
3	HMAC TYPE D]	TON		\$ 62.00		802.32	\$ 49,743.84
4	PRIME COAT	GAL		\$ 6.00		1,518.00	\$ 9,108.00
SUBTOTAL FOR ADDITIONAL WORK				\$538,175.37			
CHANGE ORDER NUMBER 3 - CIVIC CENTER PARKING LOT STRIPING							
A	4" YELLOW THERMOPLASTIC STRIPING	LF		\$1.00		4,660.00	\$4,660.00
B	HANDICAP SYMBOL	EA		\$250.00		4.00	\$1,000.00
C	FIRE LANE MARKINGS	LF		\$0.75		1,875.00	\$1,406.25
	MARK UP (CUTLER)			10.0%			\$706.63
SUBTOTAL FOR CO #3				\$7,772.88			

GRAND TOTAL

CONTRACT
\$2,926,060.91

FINAL
\$2,630,071.83



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order Number 1 for the South Pharr Development & Research Center and Exhibit Hall (Bid Number 1617-01-528-0021)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Change Order Number 1 is for furnishing and installing a coiling roll up door in the wall between the concession room and the exhibit hall. Cost will increase the Exhibit Hall (Part B) contract amount by \$2,350.50.

Financial Consideration: Change Order Number 1 increases the contract amount for Exhibit Hall (Part B) from \$1,209,000.00 to \$1,211,350.50.

Staff Recommendation: Staff recommends approval of Change Order Number 1 to add \$2,350.50 to the Exhibit Hall (Part B) contract.

Alternatives: No coiling door.

ROUTING:

Maria Rangel

Created/Initiated - 06/27/2017

Omar Anzaldua

Approved - 06/27/2017

Karla Moya

Approved - 06/27/2017

City Management Office

Final Approval - 06/28/2017



CHANGE ORDER

Contractor: Holchemont, Ltd.

Change Order No.: 1

Project: City of Pharr Development and Research Center
and Exhibit Hall

Date: 6/2/2017

Notice to Proceed Date: _____

Change Order Amount: \$ 2,350.50

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

Furnish and install (1) 6'0" x 4'0" aluminum slat manual push-up coiling door with stainless steel cap

Reason for Change Order:

Owner-requested

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 1,209,000.00	Original Completion Date: _____
Previous Change Order: (+/-)	\$ -	Additional Days: _____
This Change Order: (+/-)	\$ 2,350.50	Revised Completion Date: _____
Revised Contract Amount:	\$ 1,211,350.50	

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

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

Accepted:

Contractor

Authorized Signature

Date

Recommended:

Project Architect

Authorized Signature

Date

Omar Anzaldia Jr., PE

City Engineer

Authorized Signature

Date

Approved:

Juan Guerra

City Manager

Authorized Signature

Date

Holchemont, Ltd.

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

Change Request

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

Number: 3
Date: 5/17/17
Job: 1702-PEH-04 Pharr Exhibit Hall
Phone:

Description: CR #03 - Coiling Counter Door

We are pleased to offer the following specifications and pricing to make the following changes:
The cost to furnish and install a 6'0" x 4'0" aluminum slat manual push-up coiling door
Includes stainless steel cap per 8/A5.11

The total amount to provide this work is	\$2,350.50
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If you have any questions, please contact me at (956)686-2901.

Submitted by: Samantha Guerra
Holchemont Ltd.

Approved by: _____
Date: _____

Cc: Michael C. Montalvo (Holchemont Ltd.)



Alamo Door Systems

16417 Alamo Dr.
Harlingen, TX 78552
956-365-3667
956-365-4238 Fax

January 18,2017

Proposal: Pharr Development and Research

Subject to the conditions listed below, we propose to furnish and install the following:

ALTERNATE G- 1- Cornell 6'x4', aluminum slat, manual push up, thumb turn lock on coil side

\$1,671.00

Sales tax is excluded.

Cost of bond is excluded.

We acknowledge all addenda

This proposal is based on the following conditions:

1. Special insurance requirements may cost additional premiums. Any additional insurance premiums will be added to this proposal amount. Attached is a description of our standard insurance package.
2. Protection of our work "in place" is not our responsibility. We will not be responsible for damage to our work caused by other parties or by the improper use of equipment by others.
3. We will NOT indemnify or "hold harmless" any party from claims attributable to bodily injury, sickness, disease or death, or to damage or destruction of tangible property, where such claim or damage is caused "in whole" by any other party. We will NOT indemnify any other party from the consequences of their own negligence. If you accept this proposal, then you agree that any such language in your subcontract agreement will be superceded by this proposal.
4. In the event that our contract/subcontract agreement is with a general contract or construction management firm, then we will look to same for payment of our work. Any subcontract language which states that payment by owner to contractor shall be a "condition precedent" to payment by contractor to subcontractor will be superceded by this proposal. Nothing in the subcontract agreement shall be construed to require us to continue performance of the work if we do not receive timely payment for properly performed work and for suitable stored materials.
5. This bid is conditioned on parties entering into a mutually acceptable subcontract agreement. If the parties do not agree on the form of subcontract, then they will execute an American Institute of Architect's A401-1997 form subcontract.
6. Venue of any disputes hereunder or arising from the Project will be in the County where the Project is located.
7. The contractor's schedule shall provide time for us to perform our work between the hours of 7:30 a.m. and 6:00 p.m. on weekdays. This proposal does not include provision for our being required to perform overtime work for delays not caused by us.
8. Unless noted otherwise, all applicable state and local taxes are not included and should be added.
9. All openings to be properly framed by the general contractor and ready to receive our material.
10. All finished painting is by others unless material is specifically noted as pre-finished.
11. We exclude countertops and sills unless specifically noted otherwise.
12. Lead time for this material is approximately 6 weeks after field dimensions.

13. We will successfully "Drop Test", with a witness, a counter fire door one time only. Any additional drop tests and re-set of the door will be an additional charge.
14. Prices are subject to change if not accepted within 60 days.
15. No changes will be performed except on the written order of the Contractor; Subcontractor is entitled to equitable adjustment in the subcontract price and time for such changes.

This proposal excludes the following:

1. We exclude all wire, conduit and wiring for power and controls
2. We exclude extension and hook-up of wiring for SS90B release devices, smoke or fire alarms, smoke detectors, photo eyes or sensors, pneumatic or electrical safety edges, etc., that are tied into the building alarm system.
3. Alamo Door Systems will not be responsible for wiring of any type unless noted otherwise.
4. Alamo Door Systems will make final connections only.

This proposal is subject to the following terms:

1. All orders are subject to credit approval and are C.O.D. unless credit has been approved.
2. If credit has not been approved, a 50% deposit will be required with the order with the balance due at the time of the installation.
3. Cash, checks and credit cards are accepted.
4. Subcontractor will not be required to furnish releases or waivers of bond or lien claims beyond the extent of collected payments.

Very truly yours,

ALAMO DOOR SYSTEMS

Frank Carrales

Frank Carrales

956-244-6486 Mobile

ACCEPTANCE: Terms, price and specifications on all pages of this proposal are hereby accepted and the work is authorized.

Purchaser: _____

Signature: _____ Title: _____ Date: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Discussion and possible action on the petition to designate Cage Blvd. to Lt. Col. Fidencio R. Barrera Blvd.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: A petition was received by the City of Pharr requesting consideration of renaming Cage Blvd to Lt. Col. Fidencio R. Barrera Blvd. from Interstate 2 to Ridge Road.

Financial Consideration: Pending approval

Staff Recommendation: No recommendation

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 06/27/2017

Omar Anzaldua

Approved - 06/27/2017

Karla Moya

Approved - 06/28/2017

Patricia Rigney

Approved - 06/28/2017

City Management Office

Final Approval - 06/28/2017

I, Elia Barrera, very humbly wish to address Honorable Mayor Amos Hernandez, Mayor Pro Tem, and all the City Commissioners of this beautiful City of Pharr in a request that you will consider honoring and acknowledging the many and important endeavors that Fidencio R. Barrera has done for this great country and this beautiful city and community.

By renaming our main street being Cage Blvd. to (Ret.) Lt. Col. Fidencio R. Barrera, the City would honor one of its humble sons in a great manner. I see that many streets and buildings are named after our community people as well as most cities that honor their citizens in that way, such as McAllen renamed 2nd Street to Col. Rowe, Alamo Tower Rd. to Rudy Villarreal, Donna to the Salinas Bros., Weslaco to Bill Summers, and Mission to Coach Landry, etc.

Fidencio was born here in Pharr on January 12, 1929 to Manuel and Josefa Barrera, being a twin and the youngest of their family. Fidencio migrated with the family as a young boy. At the age of 17, he joined the Army Air Corp now being the Air Force at which time he obtained his GED.

After serving in the Army Air Corp he came back to Pharr and married Elia Saenz and they had three daughters, Melba Diana, Nelda Dorine, and Melinda Dahlil.

He joined the Texas National Guard and attended Officer Candidate School, thus earning his commission as a 2nd Lieutenant and retiring as a Lt. Colonel.

Fidencio was the first Latino recruited as a Green Beret (Special Forces) from San Antonio, Texas to Laredo to Brownsville when President Kennedy first reinstated the Special Forces in 1961 and being a very elite group where only three out of 100 are able to make it, thus they are called Special Forces.

In 1974 Fidencio completed his education by graduating at Our Lady of the Lake University in San Antonio, Texas with a degree in History and Political Science.

While in the military, Fidencio learned and spoke five new languages being Japanese, Vietnamese, and Portuguese. So at one time, he was able to speak five languages, Spanish, English, Japanese, Vietnamese, and Portuguese.

Being that he could speak different languages he was elected by the military to escort several groups of Generals and numerous top officials to come to this country. Fidencio taught at the American War College to many military groups from other countries. Fidencio earned several medals such as for his meritorious service above and beyond the call of duty. He earned sixteen medals, including two Bronze Medals, two Medals of Valor and an Air Medal. In addition, he earned the Special Forces Medal for serving in Viet Nam, etc.

Before retiring from the military, he started working to get the ROTC for PSJA High School and was able to succeed in that endeavor.

In 1982 he was elected Mayor of this beautiful City and was reelected in 1986 and 1990. With great pride he worked diligently to obtain water and sewer for Las Milpas and to incorporate Las Milpas, the Industrial Park, Ridge Road to be an easy road to the hospitals, the Convention Center, started the Taste of the Valley, beautified the city and last but not least, obtained the International Bridge until it was a done deal and which is the longest international bridge in the country and helping to bring a large revenue. Fidencio also served as the CEO of the Chamber of Commerce. He also assisted Bill Summers and Jim Fowler, the CPL Regional District Director with the Valley Chamber. He was also Municipal Judge.

So I and many other citizens of this City have asked me to come to you the Commissioners with this request, since Fidencio has served our country in the highest position than any other citizen than to continue serving our community in the highest position as being elected Mayor twice we humbly request that you rename Cage Blvd. to (Ret.) Lt. Col. Fidencio R. Barrera.

Sincerely,

Mrs. Elia S. Barrera

WHEREA, Fidencio Rodriquez Barrera was the youngest of 12 children born to Manuel Barrera and Josefa Rodriguez Barrera and as a child the entire family worked as migrant farm workers picking vegetables in the Valley and cotton from the Valley all the way to the Texas Panhandle; and

WHEREAS, after leaving school at age 18, Fidencio joined the United States Army Air Corps and was discharged on June 13, 1950. Fidencio married Elia Saenz on August 19, 1951 and they had three daughters, Diana, Nelda and Melinda; and

WHEREAS, Fidencio joined the United States Army National Guard in 1951 and on June 24, 1955 received a Commission as a 2nd Lieutenant in the Army Reserve serving with the 49th Armored Division, Texas National Guard. On October 15, 1961 the 49th was called to active service for the Berlin Crisis to train at Fort Polk Louisiana prior to deployment overseas. He decided to remain on active service, was promoted to Captain and assigned to the 2nd Armored Division stationed at Fort Hood, TX. Next followed an assignment to the 8th Special Forces Group (Airborne) (Green Beret) in Panama, two one year tours in Vietnam, one year at Our Lady of the Lake College under the Degree Completion Program. graduating with a BA in History and a minor in Political Science. . In Vietnam, Fidencio earned two Bronze Stars and one Air Medal, retiring with a total of 17 Awards and Decorations. Fidencio went on the retired rolls as a Lieutenant Colonel on November 1, 1977 and came home to establish the Junior Reserve Officers Training Corps (JROTC) in the Pharr, San Juan, Alamo High School and served as the Senior Army Instructor for three years, and

WHEREAS, Fidencio was elected Mayor of Pharr in 1982 and served two terms. As Mayor He worked on securing the permits for construcion of the Pharr-Reynosa International Bridge and the Pharr Industrial Park in Las Milpas. During his time as

Mayor, He also worked to extend water and sewer services to Las Milpas and other Colonias in the periphery of Pharr. Fidencio was Founder of The Rio Grande Valley Conference of Mayors and was its first President. He was also elected president of the Texas Municipal League's Lower Rio Grande Valley Elected Officials and served on the board of the Texas Municipal League. From 1991 to 1996 Fidencio served as president and CEO of the Pharr Chamber of Commerce and in 1993-1994 served as a Municipal Judge in Pharr. *5003.2004*

NOW, THEREFORE, I, LEOPOLDO "POLO" PALACIOS, JR, MAYOR OF THE CITY OF PHARR, TEXAS: by virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the 8th day of June 2010 as:

"FIDENCIO RODRIGUEZ BARRERA DAY" in Pharr

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 8th day of June 2010

Rio Grande Guardian

"Barrera credits Rutledge and U.S. Sen. Phil Gram as the two key players in Pharr winning approval in Washington, D.C., for the bridge project."



"As part of his efforts to help Pharr, Rutledge traveled to California to meet with Congressman Ed Roybal, a key member of the House Committee on Appropriations."

"I flew to California and was introduced to the Congressman by the regional administrator of GSA."

We went to lunch and he helped Pharr. About a year later, money was re-programmed. Gram communicated this to Fidenzio, GSA signed off, signed off, and then Fidenzio announced that the announcement that the bridge was going to build an international bridge."

"When Pharr shocked the Valley"—Steve Taylor



undefined

by Steve Taylor

November 13

<http://riograndeguardian.com/when-pharr-shocked-the-valley/>



PHARR, RGV – Pharr is celebrating the 20th anniversary of its bridge to Reynosa this month. How it secured an international port of entry is a lesson in the art of surprise, says a top governmental affairs consultant.

“The former mayor of Pharr, Fidencio Barrera, was a green beret who served in Central and South America. He knew all about tactical maneuvers and the art of surprise,” said Hollis Rutledge, on a trip down memory lane.

“Fidencio certainly surprised McAllen’s mayor at the time, Othal Brand. Had Othal known what Fidencio was doing he would have stopped it. He had the influence to stop it in Washington. But, he never knew until it was too late.”

Rutledge was regional director for the General Services Administration at the time Pharr was planning to build an international bridge to Reynosa. The "Fidencio" Rutledge refers to is Fidencio Barrera, mayor of Pharr from 1982 to 1990.

"It's funny – at the time McAllen was courting a Democratic senator, Jeff Bingaman from New Mexico, to get funding to expand the port of entry at Hidalgo. I remember they had a fundraiser at the Tower Club for Bingaman. He had been here a few weeks before Fidencio's announcement about the Pharr Bridge. I happened to be here that weekend. I remember reading what McAllen was doing in the newspaper. I thought to myself, they have no idea that the Pharr port of entry is a done deal. A few weeks later Fidencio made the announcement."



Hollis Rutledge and Fidencio Barrera have become good friends over the years. They sat down recently to recall how they helped Pharr secure an international bridge.

Barrera credits Rutledge and U.S. Sen. Phil Gram as the two key players in Pharr winning approval in Washington, D.C., for the bridge project.

"We wanted to work under the radar and we did," Barrera told the Guardian. "All the communications to Washington came from me, not from the City of Pharr. I wanted as few as people as possible to know about it. It was a well-kept secret until everything was fully approved. I wanted to keep it a secret until the construction was starting. I did not want to start bragging before it was done."

Rutledge went into more detail on how the Pharr International Bridge came into being.

"The funding program back in the 1980s to improve all the ports of entry and fund new ports of entry was called the Southwest Border Capital Improvement Program. There was \$300 million available for port enhancements. I remember, the port in Brownsville got improved, Veterans Bridge, Los Indios, Solidarity in Laredo, Ysleta in El Paso, all those were the new ports in the budget," Rutledge recalled.

"Pharr was not in the budget and not on anybody's radar. All the bids came in and there was \$35-\$40 million left over. Fidencio was working with Senator Phil Gram. Gram went to Pete

Domenici, the U.S. senator from New Mexico and they agreed to re-program the money that was left over for new projects. Domenici, I remember, wanted the Santa Teresa cattle crossing expanded into a port.



As part of his efforts to help Pharr, Rutledge traveled to California to meet with Congressman Ed Roybal, a key member of the House Committee on Appropriations.

"I flew to California and was introduced to the Congressman by the regional administrator of GSA. We went to lunch and he agreed to help Pharr. About a year later the money was re-programmed. Phil Gram communicated this to Fidencio, GSA, regional office, Albuquerque regional office, Santa Teresa, Hidalgo made the announcement that Pharr was going to build an international bridge."

That was when all hell broke loose, Rutledge recalled.

"When he made the announcement I started getting calls. Why is Fidencio making this announcement? What kind of cool aid is he drinking? Is he smoking something? I said no. The McAllen folks said, what do you mean, no. I said it is a done deal. It's done."

McAllen leaders did not want to accept Rutledge's word that it was a done deal, the consultant recalled.

Well, we needed to call Phil Gram, they said. And I said, no, really, it's done. It's signed, sealed and delivered. GSA has agreed to it and we are building the port. Othol couldn't believe it. McAllen couldn't believe it. They were in awe because Fidencio caught them by surprise. There had not been a peep out of anybody. Fidencio had threatened everybody. If you say anything I am going to kill you on the spot," Rutledge joked.

Rutledge thought that for sure, McAllen would have found out about Barrera's many visits to Washington, in the late 1980s.

caught on

"I thought they would have ~~cottoned on~~. They have lobbyists all over the place. But, it went under the radar. As I say, they thought Fidencio was smoking something. They were beside themselves. But, it was the element of surprise."

Rutledge, a former leading figure in the Republican Party of Texas and former chair of the Hidalgo County Republican Party, pointed out, for the record, that he was not working for Pharr at the time, although he was consulted for the city since. "I was not working for Pharr. I was simply working in the district office and following instructions from Washington. I left the

GSA in January 1993 (when Bill Clinton became president) but all the money had been allocated for the project when I left."

In his interview with the Guardian, Barrera said he actually started working on getting an international bridge for Pharr when he became mayor in 1982. "It really started with John Tower, when he was U.S. Senator and then later with Phil Gram. Later, I got to know Hollis Rutledge and then everything started to fall in place."

Barrera had left office by the time the groundbreaking ceremony for the Pharr Bridge was held in late 1994. Asked how beneficial an international port of entry has been to Pharr, Barrera said: "It has been a blessing from the Good Lord for the City of Pharr and Las Milpas. The bridge has helped a lot."



undefined

June 2013

Obituary - FIDENCIO R. BARRERA

Fidencio R. Barrera, Lieutenant Colonel, United States Army, Retired, was called to report to The Supreme Commander of The Universe on _____.

Born a twin in Pharr on 12 January 1929 he attended Buell School, Pharr-San Juan-Alamo Middle School and High School. As a child he traveled with his family as a migrant worker picking vegetables in the Valley and then following the cotton season all the way to West Texas. They did not return until late October so they could not start school until age ten because the semester was almost over.

He did join the Boys Scouts and the Texas State Guard until he enlisted in the U.S. Army Air Corps on 5 June 1947. After Basic Training at Lackland Air Base in San Antonio and Airways Communications Training in Scott Field, Illinois, he served in Japan and Iwo Jima and was honorably discharged as a Sergeant on 13 June 1950. He returned to Pharr and attended the McAllen Business College under the G.I. Bill and was awarded a diploma on Business administration.

On August 19, 1951 he married Elia Saenz. They had three daughters, Melba Diana, Nelda Dorin and Melinda Dalil. He joined the Texas National Guard and through his performance and military record as a non-commissioned officer on active duty he qualified for special schooling under the Ten Series Course to become an officer. Upon completion he was commissioned a Second Lieutenant in Artillery in the United States Army effective 24 May 1955. He graduated from the Field Artillery Officers Basic Course in Fort Sill, Oklahoma and the Advanced Armored Officers Course in Fort Knox, Kentucky.

On October 1961, Barrera was recalled to active duty with the 49th Armored Division for the Berlin Crisis and stationed at Fort Polk, Louisiana. He decided to make a career of the Army and was assigned to the 2d Armored Division at Fort Hood, Texas.

He was assigned Company Commander of an Armored Company and promoted to Captain. After a year in command he was asked to volunteer for a special assignment to the 8th Special Forces Group (Abn) in the Panama Canal Zone and served there for three and a half years. He Graduated from The Special Warfare School in Fort Bragg, North Carolina and the U.S. Army Infantry School (Airborne) in Fort Benning, Georgia.

While assigned to the 8th Special Forces Group (Abn) in Panama he traveled extensively throughout South America teaching Host Country Military how to conduct Counter Insurgency Operations and how to win the hearts and minds of their people. In order to participate in a mission to Brazil he attended the U.S., Army Southern Command Defense Language Institute to learn how to speak the Portuguese Language. He was a Guest Lecturer at the War Colleges of Brazil and Colombia.

His orders to Vietnam included a delay enroute at the U.S. Army Defense Language Institute in Presidio of Monterey, California to learn how to speak the Vietnamese language. He served his first tour in IV Corpse (Delta Area) in 1967 and the second in II Corpse (Central Highlands) in 1970-71.

In 1973 he was selected for the U.S. Army Degree Completion (Bootstrap) Program to attend our Lady Of The Lake College in San Antonio. On 1 May 1974 he was conferred the degree of Bachelor of Arts with a Major in History and a Minor in Political Science.

After serving faithfully and honorably he was retired from the United States Army as a Lieutenant Colonel the first day of November One Thousand Nine Hundred Seventy Seven.

Before retiring Colonel Barrera had been working with Pharr-San Juan-Alamo School District Superintendent Augusto Guerra to establish the U.S. Army Junior Reserve Officers Training Corpse (JROTC) at PSJA. The program was finally approved and established in 1981 and he became the first Senior Army Instructor and organized the first JROCT Program in the PSJA ISD.

Barrera became interested in Municipal politics and with encouragement and help from family and friends he was elected Mayor of Pharr in 1982. Re-elected in 1986 he served two (2) four years terms (1982-90). The annexation of Las Milpas and extension of water, sewer and police services, purchase of land for the Pharr-Reynosa International Bridge and the purchase of the 149.5 acres of land for the Pharr Las Milpas Industrial Park are among his many successful projects.

From 1991 to 1996 Barrera served as President and CEO of the Pharr Chamber of Commerce. One of the things to come of this is the beginning of the annual and extremely successful Taste of The Valley still being held after twenty years. Numerous restaurants from Pharr and the surrounding communities participate in the annual event and receive tremendous publicity and exposure for their business.

Congress of the United States

House of Representatives

Washington, DC 20515-4315

June 29, 1994

The Honorable Fidencio Barrera
Executive Director
Pharr Chamber of Commerce
Post Office Box 1341
Pharr, Texas 78577



Dear Mr Barrera

This is just a note to let you know that earlier this week the U S House of Representatives passed the FY 1995 Commerce, Justice, State Appropriations Bill which includes language providing for Immigration and Naturalization Service (INS) staffing of the Pharr International Bridge.

The inclusion of Pharr Bridge INS staffing language in the report to the bill was done at my specific request. Attached is a copy of the report language along with a press announcement that I released on this subject.

Earlier I had contacted the INS Commissioner to urge that once the Pharr Bridge opens to traffic in December, 1994 that it be adequately staffed to accommodate what is certain to be a heavy traffic pattern. Attached is the INS' reply.

Along with this, I am attaching a recent update I received from the General Services Administration (GSA) on the status of the Pharr Bridge.

Let me assure you that I will continue to work to ensure that there is adequate inspection staffing at the Pharr Bridge. If I can help in some other way, please do not hesitate to let me know.

With my best wishes and highest regards, I am

Sincerely


E (Kika) de la Garza, M C

mah
attachments

DEPARTMENTS OF COMMERCE, JUSTICE, AND STATE, THE JUDICIARY,
AND RELATED AGENCIES APPROPRIATIONS BILL, FISCAL YEAR 1995
AND SUPPLEMENTAL APPROPRIATIONS BILL, FISCAL YEAR 1994

JUNE 21, 1994.—Committed to the Committee of the Whole House on the State of
the Union and ordered to be printed

Mr. MOLLOHAN, from the Committee on Appropriations,
submitted the following

REPORT

together with

ADDITIONAL VIEWS

[To accompany H.R. 4603]

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assess the effect of enhanced public awareness of naturalization, the Committee recommends \$500,000 for a grant to a voluntary agency for a pilot project in Southern California which will gauge the effectiveness of such a program in both an urban and a rural area.

San Clemente Checkpoint.—The Committee understands that the INS is in the process of reviewing the effectiveness of checkpoints in San Clemente and Temecula, California. The Committee understands that concerns have been raised over the need for these checkpoints, especially in light of the President's initiative to stop illegal aliens at the border. The Committee expects the INS to report its findings and recommendations to the Congress by October 1, 1994. Should the INS determine that these checkpoints are no longer required, the Committee believes that related Border Patrol agents should be transferred immediately to the California border. Further, the Committee expects the INS to suspend any activity to renovate and expand the existing San Clemente checkpoint, including the addition of two new lanes, until INS reports its findings and recommendations to the Congress.

San Diego Commuter Lane.—The Committee is especially supportive of the efforts to establish a commuter-type lane at one of the border crossings in San Diego, California. The Committee understands that this fee-for-service commuter lane is modeled after the very successful project initiated in Blaine, Washington. The Committee further understands that this project is supported by the San Diego Chamber of Commerce, the San Diego Economic Development Corporation, the INS and the Customs Service. In light of ongoing funding shortfalls, and anticipated increased workload as a result of NAFTA, the Committee believes projects such as this are critical. The Committee encourages the Committee on the Judiciary to give the authorization of this proposal every consideration.

INS District Office in Northwest Indiana.—The Committee understands that for nearly 50 years, until 1985, the INS maintained a full service office in Northwest Indiana. Currently, residents of this area must make a six hour round trip to Indianapolis when seeking assistance in immigration and naturalization services, even though a majority of applications come from the Northwest area. The Committee requests that the INS make a report to the Congress by October 1, 1994 on how it intends to resolve this problem.

INS District Office in Miami, Florida.—The Committee is concerned about the impact the proposed relocation of the Miami District Office will have on the local community. The Committee understands that the current location is much more accessible to residents of surrounding communities, such as Little Haiti and Little Havana, who frequently seek immigration services, and who will have the most difficulty in obtaining transportation to the proposed site. In addition, the local economy relies heavily on the INS presence in the current site. The Committee believes the INS should take these considerations into account prior to a final decision on the relocation. The Committee requests a report by September 1, 1995 on the INS' plans for this office.

Immigration Inspectors.—The Committee understands that a new international bridge at Pharr, Texas will be opening in fiscal

year 1995. The Committee expects the INS to provide adequate resources to staff the inspection lanes at this new facility.

The Committee also understands that border areas such as El Paso, Texas are experiencing an increase in legal, authorized travel across the border due to the enhanced Border Patrol efforts to control illegal entry. The Committee expects the INS to take the increased workload at these border crossings into consideration when distributing additional inspectors.

The Committee understands that Miami International Airport (MIA) is expecting an estimated 20 percent increase in the number of international arrivals over the next two years. The Committee further understands that MIA is already experiencing the highest international clearance times of any major United States airport. In distributing the additional 168 airport inspectors funded for fiscal year 1995, the Committee expects the INS to provide MIA with adequate staffing to handle their increased inspections workload.

FEDERAL PRISON SYSTEM

SALARIES AND EXPENSES

The Committee recommends \$2,356,404,000 for the Salaries and Expenses of the Federal Prison System for fiscal year 1995. This amount is \$50,100,000 less than the budget request, and is an increase of \$406,404,000 over total amounts available in the current year.

Due to the critical importance of providing adequate space for the incarceration of sentenced and unsentenced Federal prisoners, and the need to activate newly constructed prison facilities, the Committee gave special consideration to the operating funds of the Federal Prison System. The Committee recommendation provides for requested adjustments to base to annualize prior year prison activations, and requested program reductions for the President's FTE reductions, administrative savings and locality pay absorption. The recommendation provides for the following program changes:

- + \$51,176,000 to activate 11 new or expanded facilities. This is a reduction of \$50,000,000 from the request based upon actual and anticipated slippages in activation schedules;

- + \$28,266,000 to support a projected increase in the inmate population;

- + \$15,591,000 for a Southwest contract confinement facility;

- \$3,598,000 associated with the closing of the Federal prison facility at Tyndall AFB, Florida.

The Committee also recommends bill language, similar to that included in previous appropriations acts, which allows: (1) for the purchase of motor vehicles for police-type use and the purchase of uniforms without regard to the general purchase price limitation; (2) for the provision of technical advice to foreign governments; (3) for transfer of funds to the Health Resources and Services Administration; (4) for the Director to enter into contracts to furnish health care; (5) up to \$6,000 for reception and representation expenses; (6) up to \$50,000,000 for activation of prisons to remain available until September 30, 1996.

In addition, new language is included to allow for use of up to \$20,000,000 in contract confinement expenses for the care and se-

news release

CONGRESSMAN KIKA DE LA GARZA PRAISES PASSAGE OF APPROPRIATIONS BILL THAT WILL STAFF THE NEW PHARR INTERNATIONAL BRIDGE AND INCREASE AGENTS ON THE BORDER

For Immediate Release: 28 June 1994

WASHINGTON -- South Texas Representative Kika de la Garza today announced that the House passed HR 4603, the FY 95 Commerce/Justice/State Appropriations Bill. "Included therein is language to provide funding for staffing of the Pharr International Bridge as well as for hundreds of new border patrol agents," Rep. de la Garza said.

Specifically, the appropriations measure provides approximately \$300 million over FY 94 enacted levels for the INS to hire 700 new border patrol agents and 110 new border patrol support personnel; to allow for 250 border patrol agents to be "redirected" to line functions; to hire 168 new airport inspectors; to hire 177 new personnel to improve the adjudications and naturalization process, for enhanced automation, communications and technical equipment for improved border control; and for enhanced deportation and asylum processing.

"This bill will further pave the way for the Valley to become a gateway to international trade," de la Garza said. "It allocates the kind of resources that have long been needed on the border and that will certainly be in demand with the increased trade through NAFTA. It is good news for the 15th District and the entire border area."

The legislation will now go to the Senate for consideration and action.

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U.S. Department of Justice
Immigration and Naturalization Service

CO 703.846
HQ 235-C

Office of the Commissioner

425 Eye Street N.W.
Washington, D.C. 20536

The Honorable E (Kika) de la Garza
U.S. House of Representatives
Washington, DC 20515-4315

Dear Congressman de la Garza:

Thank you for your letter of May 12, 1994, in which you express concern regarding Immigration and Naturalization Service (INS) resources for the new Port-of-Entry (POE) at Pharr, Texas.

In recent years, we have not been able to obtain approval in the appropriations process for additional staff to place at newly constructed land border Ports-of-Entry. As a consequence, we have had to assign personnel from the nearest INS staffed Port-of-Entry to these new locations. Although this situation is regrettable, absent additional resources, the INS is left with no alternative.

Present plans call for initial staff at Pharr to be assigned from the present staff at the Hidalgo POE. However, our budget request for fiscal year 1996 does include initial staffing for several new or enlarged POEs. This includes 21 new positions for the permanent POE at Pharr.

If we can be of any further assistance, please do not hesitate to contact us.

Sincerely,

FOR THE COMMISSIONER

Ralph Thomas
Acting Director
Congressional & Public Affairs

PHARR/REYNOSA BRIDGE

Pharr, TX - Reynosa, Tamp.

The city of Pharr proposed a new 4-6 lane bridge crossing early in 1978, 8-10 miles downstream of the Hidalgo crossing. A Presidential Permit was issued December 20, 1978. The city of Pharr made their presentation again to the U.S./GOM officials at a meeting in McAllen, Texas, March 10, 1987. At the request of the city of Pharr, the State Department sent a diplomatic note to the GOM, September 10, 1987, requesting them to consider the city of Pharr's proposal for an international bridge. In their response dated January 13, 1988, the GOM declined stating that, "...implementation of this project is not considered feasible at this time owing to other, previously established, regional development priorities."

In 1989 and 1991, the City of Pharr made proposals to GSA and the inspection agencies. The issue was again discussed at the Bilateral Meetings in Ciudad Victoria, Tamaulipas, November 13-14, 1991. At the Victoria meeting, SEDUE placed a high priority on the Pharr crossing. At the December 1991, and May 1992, Region 7 Task Force Meeting, the inspection agencies voiced a high priority for the Pharr crossing. They felt this crossing would provide relief to the commercial traffic at the nearby Hidalgo crossing. The proposed border crossing site would be located at the end of Highway 281 which is currently undergoing an expansion by the Texas Department of Transportation.

The agency review and public coordination for the environmental assessment was completed in mid-July 1993. A FONSI was issued subject to the city conducting various specific mitigation programs. Following this the State Department conducted the necessary exchange of Diplomatic Notes between the U.S. and GOM on July 13, 1993.

Concurrent with the above process, an A/E design contract was awarded on March 30, 1993. The A/E completed design on April 8, 1994. Construction award is anticipated in July 1994. As previously agreed, the GSA permanent facilities will be ready for occupancy in February 1996. The city of Pharr and their counterparts in Mexico have decided to move up the bridge opening to December 1994. The city of Pharr will provide temporary inspection facilities until construction of the permanent facilities have been completed. The temporary facilities will satisfy the requirements of the FIS and will be provided at the city's expense.

It is expected that once Pharr is opened the majority of the commercial traffic from Hidalgo will be diverted to Pharr.



The M

Your Daily Newspaper

35¢ Daily — 75¢ Sunday

November 10, 1989

Salinas pledges Pharr bridge

By OSCAR H. REYNA

REYNOSA, Mex. — Although setting no definite dates, Mexican President Carlos Salinas de Gortari has promised construction of a new international bridge linking Pharr and Reynosa.

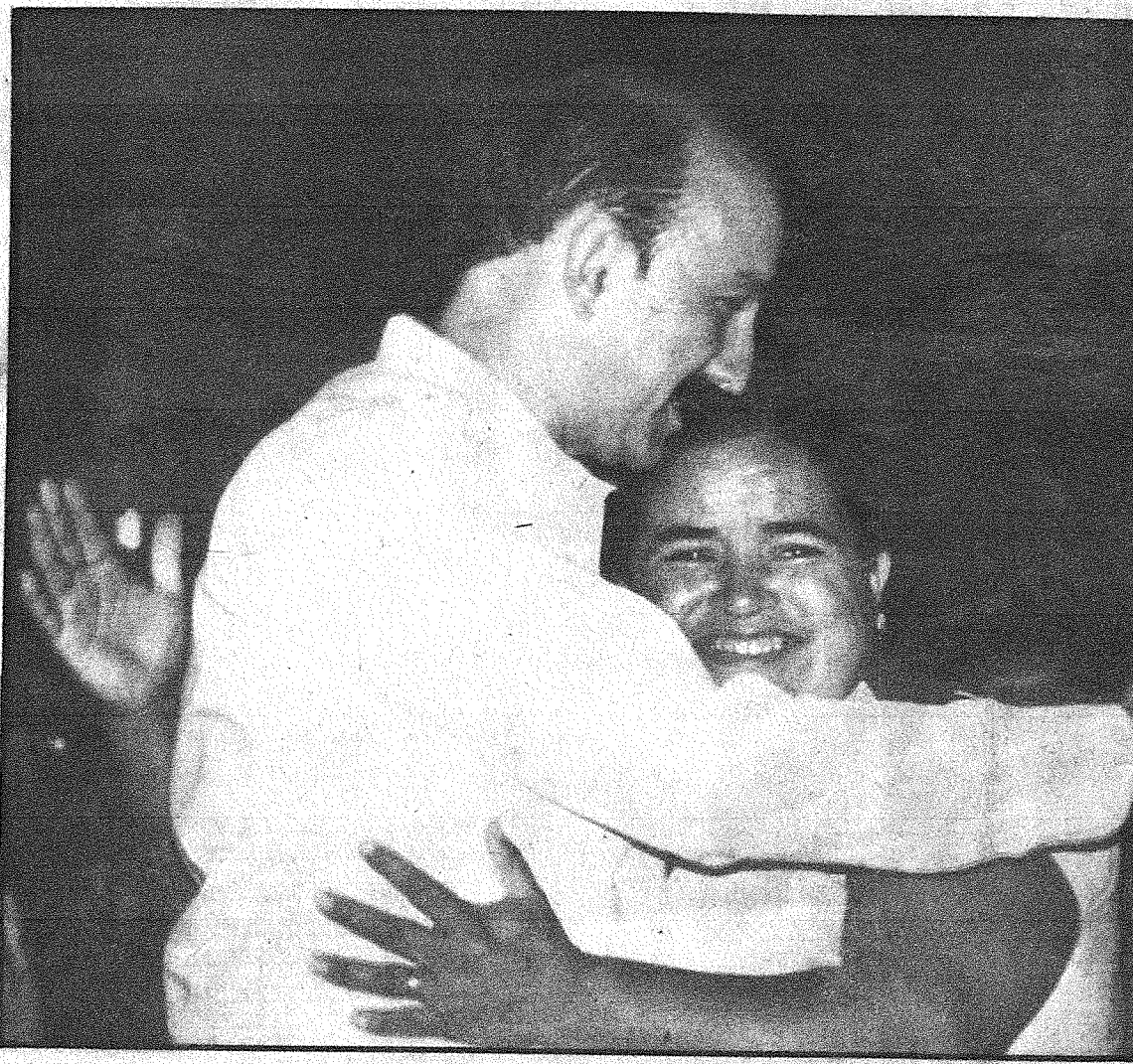
The long-pending bridge, which would be near the Matamoros Highway Industrial Park in the east part of Reynosa, was just one of many projects promised the people of this growing border city during the president's whirlwind visit Thursday.

Salinas de Gortari — in response to requests by various Reynosa officials and groups — also promised:

- Construction of two new bridges over Anzalduas Canal to connect some 185 colonias with the inner city.

- Removal of the obsolete railroad depot from its present location to a new site and construction of a sports arena and park at the present site.

- Clean-up of the waste in Escondida Pond on the east side of the city. He said he had already issued orders to Pemex Oil Co. to carry out the clean-up.



Wednesday, April 4, 1990

Barrera Brings Back Good News

FINAL STEP FOR INTERNATIONAL BRIDGE!

by Gene Wendorf

El Convenio (agreement) has been reached in Tucson, Arizona for the go ahead on the Pharr-Reynosa International Bridge. The momentous accord was reached by Mayor Fidencio R. Barrera at the Bi-National Committee session and with the Mexican government officials from their

Comunicaciones de Transporte.

Mayor Barrera announced the information to The ADVANCE NEWS reporter Monday that the mission to Tucson had been positive for Pharr.

After the accord was reached the discussions centered on the method of implementing the action.

These talks reached into area such as engineering necessary and construction company procedures.

"We covered as many areas as possible," Mayor Barrera said, "Now the next step is to draft the agreement and take it back to Mexico City." "I have to appear and secure the agreement of the Pharr Bridge Board and the Pharr City Commission," before

continuing the procedures in Mexico, he said.

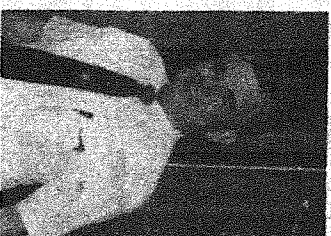
While we are doing this the same type of discussions are going on in the state department in Mexico City.

Mexico will do its own financing and has three options open to them. In their financing of bridge construction they can utilize: 1. Private investors; 2. Federal funding; or 3. Equity funding.

The final step will be the issuance of the

Official Permit to start building. Before all the necessary paper work is complete this could come as soon as six months or as long as a year.

Mayor Barrera said that the Colombia Bridge project north of LAREDO moved ahead quite rapidly. He said he was encouraged that there was the same enthusiasm for the Pharr Bridge. Mexico also has three other sites comprising their bridge program



Fidencio R. Barrera outlay. They will making decisions these now that Pharr and Reynosa have been dealt with.

He said, "We've got the go ahead and are into the drafting of plans. The Tucson meeting was very eventful and went also very smoothly."

I believe the city of pharr needs to do everything possible to be able to allow eighteen wheelers to use US281 all the way to the Pharr Reynsa International bridge without any detours, i.e., having to detour to Jackson road. The city of McAllen is doing everything possible to have highway coming from the north to use the Anzaldua Bridge and Pharr is falling right in their hands placing detours. To those vehicles time and mileage are money and Pharr is playing right into McAllen's hands by putting detours in their way. Cyncronize the street lights and do whatever is needed to ease the traffic.

The Pharr-Reynosa Bridge needs to build the second span as soon as possible. When we built the bridge it was understood and planned for a second span as soon as possible. If there is a big accident that causes the bridge to close for a long time the city is going to be in dire shape, The plans are already made and should be somewhere around and if not contact Mr Diaz Deleon who made the plans. There already have been accidents but only closed the bridge for a short time.

Pharr is in need of a sewer plant and possibly a water plant on the east side (and north) of US281 to Brownsville. With the idea to provide service to extra territorial poverty area we should be able to receive much help both from the state of Texas and the federal government. Concurrently, it would be much easier to attract better quality suvdivisions and provide them with better service.



THE VALLEY CHAMBER OF COMMERCE EXECUTIVES, announced the selection of Fidencio R. Barrera (left) as the new President. He will replace immediate Past President A.J. "Andy" Armstrong, President / CEO of the Mercedes Chamber of Commerce. The announcement was made at a Mini-Conference held on November 18 and 19 at South Padre Island. Barrera, currently President / CEO of the Pharr Chamber of Commerce, brings many years of experience to his newly elected post. Among many of his accomplishments he served as Mayor for the City of Pharr for 8 years, he is also a Retired Lt. Colonel from the U.S. Army.

CERTIFIED PUBLIC ACCOUNTANTS
1109 WEST NOLANA, SUITE 306
MCALLEN, TEXAS 78504
TEL. (512) 618-2200
FAX (512) 618-2213

MEMBER OF THE
AMERICAN INSTITUTE AND
THE TEXAS SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

3-19-92

Mr. Barrera,

Congratulations again on your
"official" appointment. Joe, Ramiro,
and I look forward to working
with you at the Chamber.

Regards,

Pat Hatcher

Barrera

Continued from page 15A

and soon entered public service.

From 1982 to 1990 he served as the city's mayor, and in 1990 he unsuccessfully ran for county judge.

Three months ago he was named temporarily president of the Chamber, when president and CEO Fred Hroll resigned.

Barrera said it was a wonderful opportunity for him and he looked forward to working with members of the City Commission.

"I think it's terrific that I got the job and I'm appreciative for the chance to work here," Barrera said.

"I'm very appreciative of the board of directors for having the confidence in me and giving me this position," he said. "I'm looking forward to working with each and everyone and seeing that Pharr receives its share of retail businesses."

Barrera said he knows he has a lot of work ahead.

"It's not going to be done over night and it's going to be time-consuming, but there's a lot of potential in the city and by working together we can accomplish a lot," he said.

□ PHARR Business

**Barrera
named
Chamber
president**

By ALEX ROBLEDO
The Monitor

PHARR — Fidencio Barrera, 63, turned a temporary position into a permanent one when he was officially named the President CEO of the Pharr Chamber of Commerce last week.

Barrera was born and raised in Pharr. He attended PSJA High School, but dropped out to serve his country, and spent 30 years in the Army.

He received his degree through the Army's degree completion program, attending school after duty hours and one year full-time at Our Lady Of The Lake College in San Antonio.

Barrera returned to Pharr in 1977

Pharr Industrial Park Two Thirds Committed

Word from the Pharr Industrial Foundation is that as of August 22nd the industrial park is now a two thirds sell out. According to Ralph DeAnda, he projects the rest of the available space will be filled in five years or less.

DeAnda says the 1988 and 1989 response has been excellent. He also states that there are continuing negotiations in the works. In the past, some transactions have taken six years to bring to a conclusion so although the park could

be committed sooner, the prospects, based on experience, will take about five years to come to fulfillment.

"Anything sooner will be great," DeAnda said.

Newest announced business is Cinco Hermanos of Guadalajara, Mexico. This is known as Jalisco Produce, Inc. and will take up lots 14-15-16. They will utilize a 30,000 sq. ft. building at the PIF.

It will be used for cold storage and refrigeration

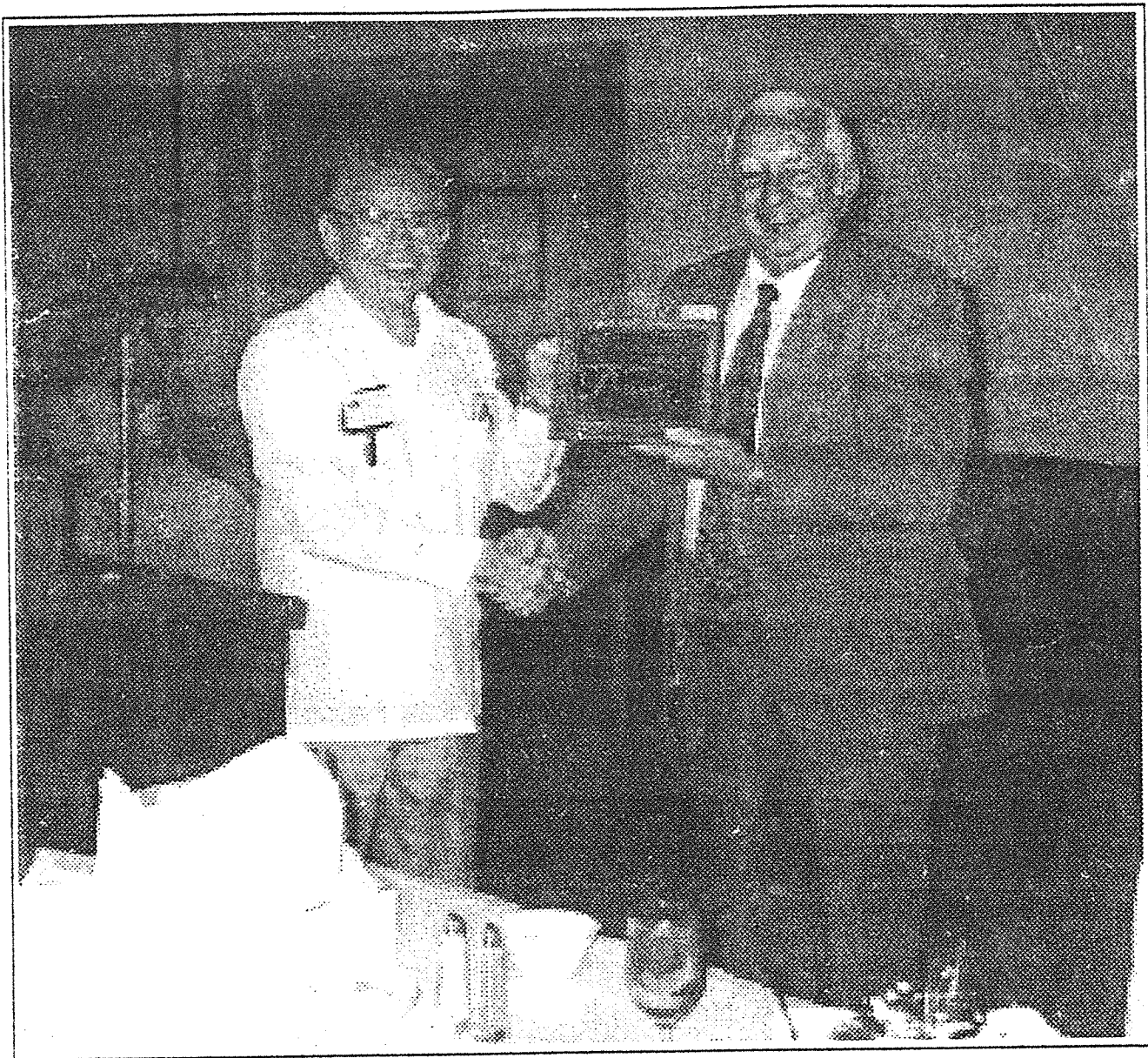
and construction will start immediately. DeAnda noted, "the Cinco Hermanos operation is a substantial addition to our industrial park. We are pleased that they have chosen Pharr as their base of operations."

DeAnda noted that all of the buildings erected in the park are now occupied. Since they have started up in operations at the park some occupants have already found it necessary to expand the original

facilities to handle increased business.

He commented it is interesting to note that the tilt wall type of building construction has been working out efficiently in allowing operations to start at an earlier date with less waiting time.

We have other choice locations in Pharr which should prove more interesting to locators as the Pharr success story is getting more attention and widespread publicity, he said.



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Continued from page 15A

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Chamber
president

By ALEX ROBLIEDO
The Monitor

PHARR — Fidencio Barrera 63, turned a temporary position into a permanent one when he was officially named the President CEO of the Pharr Chamber of Commerce last week.

Barrera was born and raised in Pharr. He attended PSJA High School, but dropped out to serve his country, and spent 30 years in the Army.

He received his degree through the Army's degree completion program, attending school after duty hours and one year full-time at Our Lady Of The Lake College in San Antonio.

Barrera returned to Pharr in 1977

See BARRERA page 16A

Pharr Industrial Park Two Thirds Committed

Word from the Pharr Industrial Foundation is that as of August 22nd the industrial park is now a two thirds sell out. According to Ralph DeAnda, he projects the rest of the available space will be filled in five years or less.

DeAnda says the 1988 and 1989 response has been excellent. He also states that there are continuing negotiations in the works. In the past, some transactions have taken six years to bring to a conclusion so although the park could

be committed sooner, the prospects, based on experience, will take about five years to come to fulfillment.

"Anything sooner will be great," DeAnda said.

Newest announced business is Cinco Hermanos of Guadalajara, Mexico. This is known as Jalisco Produce, Inc. and will take up lots 14-15-16. They will utilize a 30,000 sq. ft. building at the PIF.

It will be used for cold storage and refrigeration

and construction will start immediately. DeAnda noted, "the Cinco Hermanos operation is a substantial addition to our industrial park. We are pleased that they have chosen Pharr as their base of operations."

DeAnda noted that all of the buildings erected in the park are now occupied. Since they have started up in operations at the park some occupants have already found it necessary to expand the original

facilities to handle increased business.

He commented it is interesting to note that the tilt wall type of building construction has been working out efficiently in allowing operations to start at an earlier date with less waiting time.

We have other choice locations in Pharr which should prove more interesting to locators as the Pharr success story is getting more attention and widespread publicity, he said.

LAW OFFICES
RAMIRO MARTINEZ
ATTORNEY AT LAW

2000 NO. MCCOLL P. O. BOX 2855

McALLEN, TEXAS 78501

TEL. 512-382-2428 210-686-0959

Mayor and City Commissioners
City of Pharr, P. O. Drawer B
Pharr, Texas 78577

January 18, 1993

Gentlemen:

Congradulations for your efforts in making the International Bridge a reality, here is hoping that the financing and construction is accomplished.

Recently, I came upon some old letters that my sister had saved during the time that I served as City Attorney for the City of Pharr.

I am taking the liberty of sending you a copy of a letter, dated, June 1, 1964, which is self explanitory, in setting out the action taken by the City of Pharr, during the R. S. Bowe administration, and the other persons that were involved.

I am certainly not trying to take credit for anything that was done, because I was acting as an employee of the City and doing my job as City Attorney, but I do think it is important that these information be known and of the people that were involved, because they were responsible in securing the following:

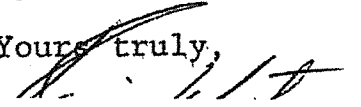
When the City of Pharr deecided to extend its city limits South, to the Rio Grande River, during the early part of 1963, it secured the following for the City of Pharr:

1. It provided the City, the advantage of being able to annex adjoining land on each side of said strip, which is approximatley six miles long.
2. It secured the City the exclusive right to continue with the Bridge project without having to bring-in any other party or parties, as was the case with the city of McAllen and Hidalgo.
3. The city had the advantage of controlling the extraterritorial Jurisdiction, after the State of Texas passed the new annexation act 196

The problem that the city had in obtaining a permit for the Bridge, at that time, was the law required a Federal Bill to be passed by the Feder Congress, and that was difficult, because this type of legislation was left for the last part of the session, and it went from year to year, in that they always had more important things to do and did not act on the Bill, until the City lost interest in the project.

If you should require any further information, research the City minuite for 1963 & 1964, all should be there and it is public record.

cc: Pharr Chamber of Commerce.

Yours truly,


PHARR MUNICIPAL BRIDGE CORPORATION

302 W. PARK AVE.
PHARR, TEXAS

June 1, 1964

Mr. J. Clyde Johnson
322 East Kelly Street
Pharr, Texas

Dear Mr. Johnson:

I am enclosing herewith a copy of the letter which I wrote from this office to Senator Yarborough requesting that he introduce a Bill authorizing the Pharr Municipal Bridge Corporation to construct an international bridge on the Rio Grande River just South of Pharr.

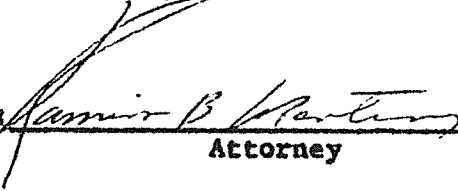
I am also enclosing herewith a letter which I have received from Senator Yarborough in which he agrees to do everything possible to see that the City of Pharr obtains said Bill.

As you already know, Representative Joe M. Kilgore has already expressed his willingness to assist the City of Pharr in obtaining such a Bill.

The purpose of this letter is to keep you informed as to what is being done in your behalf. The reference to S. 260 has to do with a Bill that was previously submitted in behalf of another group of persons that were interested in building a similar bridge south of Pharr.

Yours very truly,

RANKIN, KERN, MARTINEZ AND DE LA GARZA

By: 
Attorney

cc: Mr. Ovidio Salinas
P. O. Box 571
Pharr, Texas

Mr. Juan C. Martinez
P. O. Box 363
Pharr, Texas

May 6, 1964.

Honorable Ralph Yarborough
U. S. Senate
Washington, D. C.

Dear Senator Yarborough:

The Pharr Municipal Bridge Corporation, a non-profit corporation, was organized by the City of Pharr, Hidalgo County, Texas, for the purpose of constructing, maintaining, and operating a toll bridge or bridges across the Rio Grande River at a point directly south of the City of Pharr.

In anticipation of this project, the City of Pharr during the early part of 1963 annexed a 150 foot wide strip of land the same being the existing right-of-way of U. S. Highway 281, south for a distance of approximately six miles, and thence a strip of land 300 feet wide to the Rio Grande River. This was accomplished before the new annexation act of the State of Texas was passed, which became effective in August, 1963, thus preventing a City from annexing territory in the same manner as was done by the City of Pharr.

In further anticipation of its project, the Pharr Municipal Bridge Corporation, or the City of Pharr, obtained a resolution from the Commissioners Court of Hidalgo County, Texas, whereby it un-animously approved and endorsed the construction of such bridge or bridges across the Rio Grande River by the City of Pharr, and at the same time withdrew its support of a previous endorsement given to the Rio Grande Railway and Bridge System of McAllen, Texas. A certified copy of said resolution is attached hereto and made a part of this letter.

The City of Pharr also entered into a contract with the County of Hidalgo wherein it obtained a lease option on a railroad right-of-way across the Rio Grande River, in anticipation of con-structing a toll bridge option

Honorable Ralph Yarborough

- 2 -

May 6, 1964.

As attorney for the Pharr Municipal Bridge Corporation, I have been carrying on negotiations with attorney, Hugo Cervantes del Rio, General Director, Caminos Y Puentes Federales De Ingresos Y Servicios Conexos from the Republic of Mexico, said agency is now handling the operation of all toll bridges, toll roads, etc. I have submitted a proposal for the joint construction of the proposed International Bridge and expect to get approval within the next ninety (90) days.

In behalf of the Pharr Municipal Bridge Corporation, I would like to request that you assist the City of Pharr in obtaining its required permit for such a project. As you already know, Senate Bill 260, which you introduced in January 16, 1963 in behalf of the Rio Grande Railway and Bridge System of McAllen, Texas, is still pending and if it would expedite matters, we would appreciate your amending said bill in behalf of this corporation and obtaining its final passage and approval. Otherwise, we would respectfully request that a new bill be introduced to obtain the necessary permit for the corporation.

To further assist you in getting a better picture of the project in question as to proposed location of an International Bridge for pedestrians, vehicles, railroad, and pipelines, I am enclosing herewith a map which has been prepared showing the location of the proposed bridge in relation to the area and the distances involved. I am also enclosing a picture of the area in question.

I would prefer to have the opportunity of discussing this matter with you in person so that I could better explain in detail the progress which has been made on the construction of this bridge. Please let me know if this would be possible and the time and place at your convenience.

Very truly yours,

RAMIRO B. MARTINEZ
Attorney for City of Pharr

RBM:mj

Enclosures

WARREN G. MAGNUSON, WASH., CHAIRMAN
JOHN D. EASTON, D.C.
A. S. MINT MONROE, D.C.
EDMOND T. HARRIS, D.C.
FRANK J. LAUGHLIN, OHIO
RALPH YARBOROUGH, TEN.
CLAUDE E. C. KELLEY
J. E. HARTLEY, ALASKA
VANCE HARTLEY, IND.
DALE W. HART, WYO.
PHILIP A. HART, MICH.
HOWARD W. CANNON, ILL.

MORRIS CHILTON, N.H.
THURGOOD MARSH, N.Y.
HUBERT H. HAYES, PA.
WINSTON E. PROUTY, VT.
J. GLENN BEALL, MD.

United States Senate

COMMITTEE ON COMMERCE

May 28, 1964

EDWARD J. JARRETT, CHIEF CLERK

A I R M A I L

Honorable Ramiro B. Martinez
P. O. Box 3592 - Station 1
McAllen, Texas

Dear Mr. Martinez:

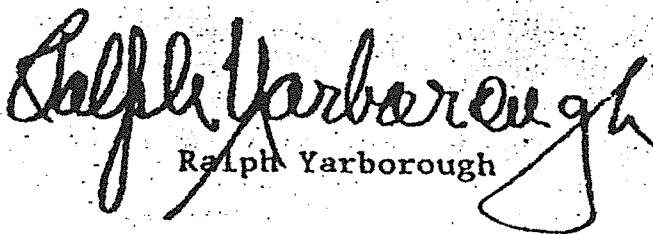
I have now had an opportunity to review your letter of May 6th, setting out the desire of the City of Pharr to obtain Congressional authorization for a municipal bridge across the Rio Grande.

As has been my policy, I am ready to help any group desiring to improve transportation facilities across the Rio Grande. I shall do all possible to see that the City of Pharr obtains the needed legislation. S. 260 can be amended to give this authorization to the City on terms similar to those used in other recent bills of this type. Other bridges may also be authorized by the bill, but each will be subject to approval by the Commissioners Court of the County.

Some action on this legislation may be possible when the current debate in the Senate allows a resumption of normal committee activity. I shall keep you advised as to what progress is being made, and shall be happy to discuss the subject with you if you plan to be in Washington anytime soon.

With best wishes,

Sincerely yours,


Ralph Yarborough

RWY:dya



"Making possible the things that most people think just happen"

July 7, 1994

The Honorable Kika De La Garza
U.S. House of Representatives
1401 Longworth HOB
Washington DC 20515

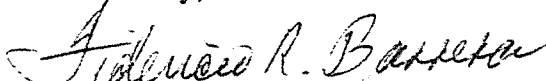
Dear Congressman De La Garza:

Thank you so very much for your letter of June 29, 1994, and the information on the staffing for the Pharr/Reynosa International Bridge and the GSA facilities. The bridge is coming along just great. I try to visit the construction on both sides of the river at least every couple of weeks just to stay abreast of how it is coming along and each time I do I am more and more favorably impressed. I would be delighted to escort you when you have a little time on one of your next trips - just give me a call.

We are getting ready to come up to Washington to see you on August 1-3, 1994, with the Rio Grande Valley Empowerment Zone Task Force. If not too much of a problem perhaps you could plan on having lunch on Tuesday, August 2, 1994, with some of the Pharr members of the delegation. I am concerned about the high water bridge on U.S. 281 that can split Las Milpas from Pharr if there is a flood and, thus, cut off emergency services from Pharr proper to Las Milpas. Emergency vehicles must travel to Weslaco or McAllen when flood water is released to relieve flooding on the river's floodplain. If this is possible, please let me know so we can make preparations.

Once again thanks a million for all you have done for us in the city of PHARR on the rise. Please let me know if I can be of any help.

Sincerely,


FIDENCIO R. BARRERA
President/CEO

jh

MEXICO-NORTEAMERICANO Distinguido del MES

Señor FIDENCIO BARRERA

Por: RENE MARTINEZ
Col. de "RAICES"

NUESTRO PERSONAJE ESCOGIDO POR "RAICES" EN ESTA OCASION HA SIDO EL SR. FIDENCIO BARRERA, EL CUAL SE HA GANADO POR SU LIMPIA E IMPORTANTE TRAYECTORIA EN EL AMBITO POLITICO Y SOCIAL EL RECONOCIMIENTO DE "MEXICO-AMERICANO DISTINGUIDO DEL MES".

EL SR. FIDENCIO BARRERA, NACIO EL 12 DE ENERO DE 1929 EN LA CIUDAD DE PHARR, TEXAS, CON UNA PECULIARIDAD MUY DISTINTIVA, YA QUE NACIO EN COMPANIA DE UN "CUATE", EL CUAL LLEVA POR NOMBRE FLORENCIO BARRERA, ELLOS FUERON LOS ULTIMOS DE 12 HERMANOS PROCREADOS POR EL MATRIMONIO FORMADO POR EL SR. MANUEL BARRERA CASANOVA, ORIGINARIO DE LA CD. DE BURGOS, TAM., Y DE LA SRA. JOSEFA RODRIGUEZ, ORIUNDA DEL MUNICIPIO DE RIO GRANDE CITY.

EL SR. MANUEL BARRERA CASANOVA, EMIGRO DE LA CD. DE BURGOS, TAM., A LA CD. DE RIO GRANDE CITY EN EL AÑO DE 1909, DONDE POSTERIORMENTE DE HABER CONTRAIDO MATRIMONIO CON LA SRA. JOSEFA RODRIGUEZ CAMBIARON SU RESIDENCIA A LA CD. DE PHARR, TEX., EN EL AÑO DE 1917.

EL SR. FIDENCIO BARRERA, CURIO SUS PRIMEROS ESTUDIOS EN SU D. NATAL, DONDE POSTERIORMENTE DE HABERLOS CONCLUIDO EN EL AÑO DE 1947, FUE LLAMADO A PRESTAR EL SERVICIO MILITAR POR EL GOBIERNO DE LOS ESTADOS UNIDOS, SIENDO ENLISTADO EN LA FUERZA AEREA AMERICANA EN CALIDAD DE VOLUNTARIO.

EN LOS PRIMEROS AÑOS DE SU SERVICIO MILITAR, ESTUVO DESTACAMENTADO EN LA CD. DE SAN ANTONIO, ILLINOIS, Y DOS AÑOS EN EL JAPON, DONDE SIRVIO DURANTE LA SEGUNDA GUERRA MUNDIAL, POSTERIORMENTE DE HABER FINALIZADO ESTA, CAUSO LAJA DE LA ARMADA EN EL MES DE JULIO DE 1950.

EN LOS AÑOS POSTERIORES FUE



Nuestro "MEXICO-AMERICANO" Distinguido del Mes, Sr. FIDENCIO BARRERA posa para la cámara de "RAICES" acompañado de su Hermano "Cuate" Florencio Barrera. El Señor Fidencio Barrera es el del lado izquierdo.

EMPLEADO EN LA CIA. "CUMINS" DONDE DESEMPEÑO DESDE EL PUESTO MAS BAJO HASTA ESCALAR, POR SU DEDICACION A LA POSICION DE REPRESENTANTE GENERAL DE VENTAS EN EL TERRITORIO MEXICANO DE DICHA FIRMA.

AL MISMO TIEMPO DE PRESTAR SUS SERVICIOS EN ESA IMPORTANTE EMPRESA, SIGUIO PERTENECIENDO A LA GUARDIA NACIONAL CON EL GRADO DE SARGENTO EN LA DIVISION BLINDADA No. 49, DONDE PROSIGUIO LA CARRERA DE LAS ARMAS HACIENDOSE OFICIAL Y NOMBRADO EN COMISION COMO SEGUNDO TENIENTE DE ARTILLERIA EN EL MES DE MAYO DE 1955.

EL SR. FIDENCIO BARRERA, CON-

TRAJO MATRIMONIO CON SU SRA. ESPOSA ELIA G. SAENZ EL 19 DE AGOSTO DE 1951, CON QUIEN PROCREO TRES HIJOS (DOS MUJERES Y UN HOMBRE).

POSTERIORMENTE, EN EL AÑO DE 1961, CUANDO LA UNION SOVIETICA PROVOCO EL CONFLICTO DE BERLIN, EN ALEMANIA, EL PRESIDENTE DE LOS ESTADOS UNIDOS EN ESE TIEMPO JHON F. KENNEDY, LLAMO A LA DIVISION BLINDADA A LA QUE EL TENIENTE BARRERA PERTENECIA PARA ACUDIR EN AYUDA DE LA SITIADA BERLIN, PARTIENDO HACIA ALLA DE INMEDIATO, A PARTIR DE ESA FECHA FIDENCIO "CUATE" BARRERA, DECIDIO QUEDARSE PERMANENTEMENTE EN LAS FILAS DEL EJERCITO DE LOS ESTADOS UNIDOS.

FIDENCIO BARRERA, PERMANECIO EN EL EJERCITO HASTA EL AÑO DE 1977, SIENDO JUBILADO EN EL MES DE NOVIEMBRE DE ESE AÑO CON EL GRADO DE TENIENTE CORONEL.

YA SIENDO RETIRADO DEL EJERCITO, EL TENIENTE CORONEL FIDENCIO BARRERA, FUE LANZADO COMO CANDIDATO INDEPENDIENTE PARA EL PUESTO DE ALCALDE DE LA CD. DE PHARR EN ENERO DE 1982, EN DONDE CONTENDIO EN LAS URNAS ELECTORALES CON DOS ASPIRANTES MAS A LA ALCALDIA DE PHARR, ELLOS FUERON LOS SRES. ANDRES NARVAEZ Y ALTON MOORE.

BARRERA, QUIEN SIN CONTAR CON EL APOYO DIRECTO DE NINGUN PARTIDO POLITICO, (ES LA PRIMERA VEZ, EN LA CD. DE PHARR QUE UN CANDIDATO INDEPENDIENTE GANA UNA ELECCION) FUE ELECTO POR EL PUEBLO EN EL MES DE ABRIL DE 1982, YA QUE LE GANO EN UN CARRERA DE DESEMPATE A SU CONTENDIENTE FINAL ALTON MOORE.

NUESTRO MEXICO-AMERICANO DISTINGUIDO DEL MES OCUPARA EL PUESTO DE MAYOR DE LA CD. DE PHARR, POR EL PERIODO 82-86 DESEANDOLE EL PERIODO CO"RAICES", QUE SIGA SIENDO EJEMPLO A SEGUIR PARA CON SUS HERMANOS DIVERSA, COMO HASTA AHORA LO HA SIDO

Pharr Sales Growth Above State & County Average

PHARR—Pharr's March rebate check comes to \$157,162.61 this period. Pharr's monthly percentage of change comes to a +15.24 percent. The state's cities are up not quite 5 percent on the year, while Pharr is up 7.32 percent.

Payments to date for 1990 come to \$613,316.30. This compares with the

\$571,504.86 received during this period one year ago. The city is ahead of all Hidalgo County cities except McAllen which is always the Rio Grande Valley leader.

Other PSJA cities are also ahead of 1989 figures. On the year San Juan is now ahead +15.84 percent and Alamo is checking in with an 11.10 percent

gain. San Juan's check this period was \$15,511.52 and Alamo's check was \$12,013. Both exceeded the prior year.

Figures in this article are for the reporting period of March 7, 1990. Comparisons are based on the like period of 1989.

The accounting is for taxes collected in January on January sales

and reported to the comptroller of currency in February by businesses filing monthly tax returns.

New businesses are currently investigating all three PSJA cities, according to chambers of commerce and city officials. In the case of Pharr, Ralph de Anda of the Industrial Foundation has several projects in the works.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: June 29, 2017

MEETING DATE: July 3, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on options for Logos on the City of Pharr's elevated storage tanks.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Imelda Barrera
City Management Office

Created/Initiated - 06/29/2017
Final Approval - 06/29/2017

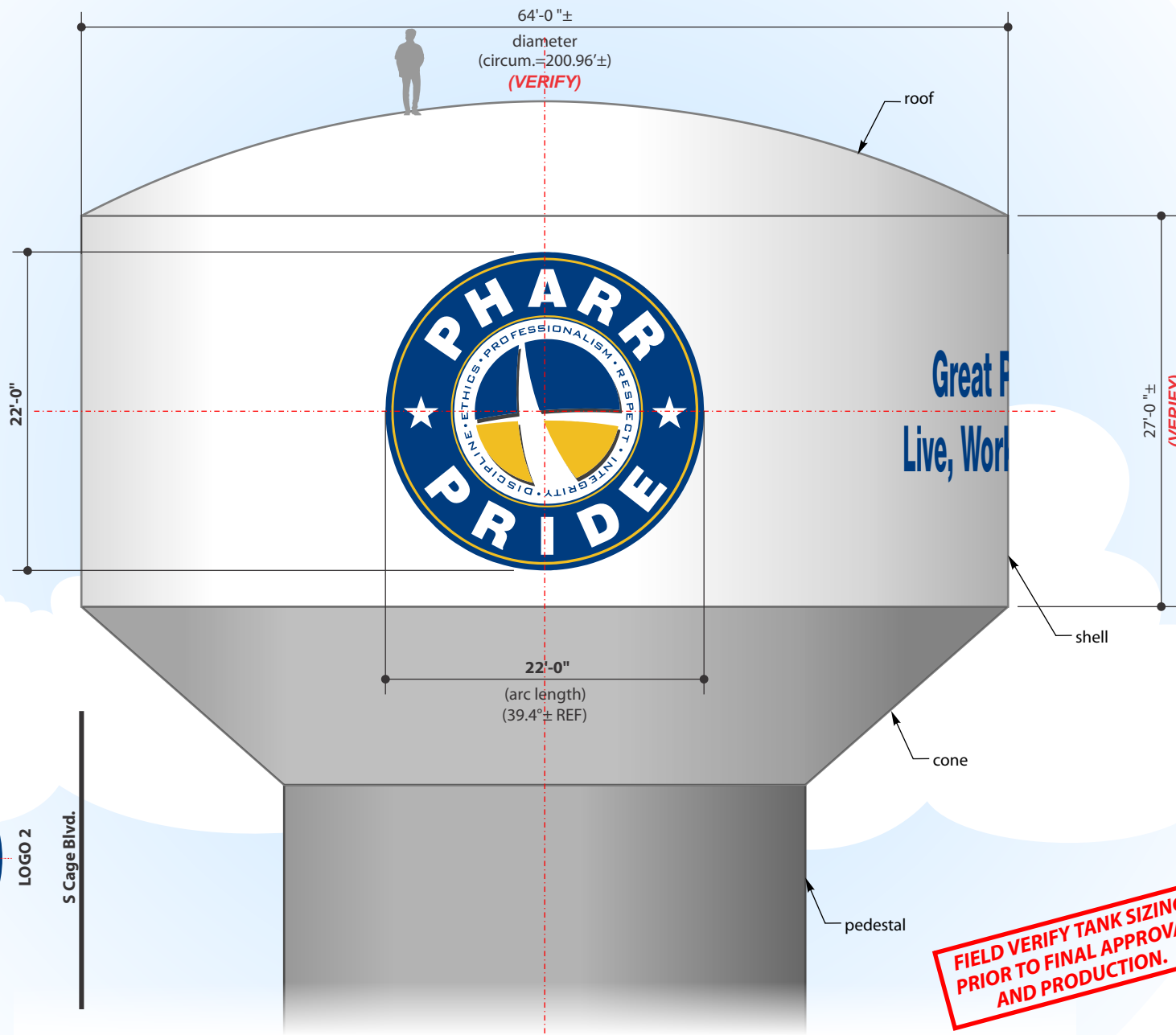
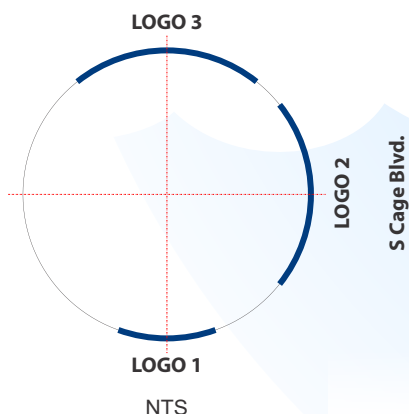
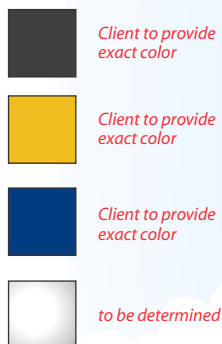
Tank Reservoir Elevation LOGO 1

Planar measurements of graphics.

Tank measurements shown are based on a typical 750K Composite storage tank and client-provided measurements and logo graphics.

Owner / Contractor should verify all measurements prior to final approvals and production.

Quantity: (1) side
Orientation to be determined / verified in the field by owner.



**FIELD VERIFY TANK SIZING
PRIOR TO FINAL APPROVAL
AND PRODUCTION.**



Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: Dunham Engineering
Design: Pharr TX S Cage Blvd 750KG PDM CET A0
Revision Date:
First Print Date: 06-28-17
Scale: 3/32" = 1'-0" ±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____
APPROVED ☐ **DATE** _____
APPROVED AS NOTED ☐ **DATE** _____
REVISE + RESUBMIT ☐ **DATE** _____

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color call-outs when specified. All renderings shown are approximate and are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

Tank Reservoir Elevation

LOGO 2

Planar measurements of graphics.

Tank measurements shown are based on a typical 750K Composite storage tank and client-provided measurements and logo graphics.

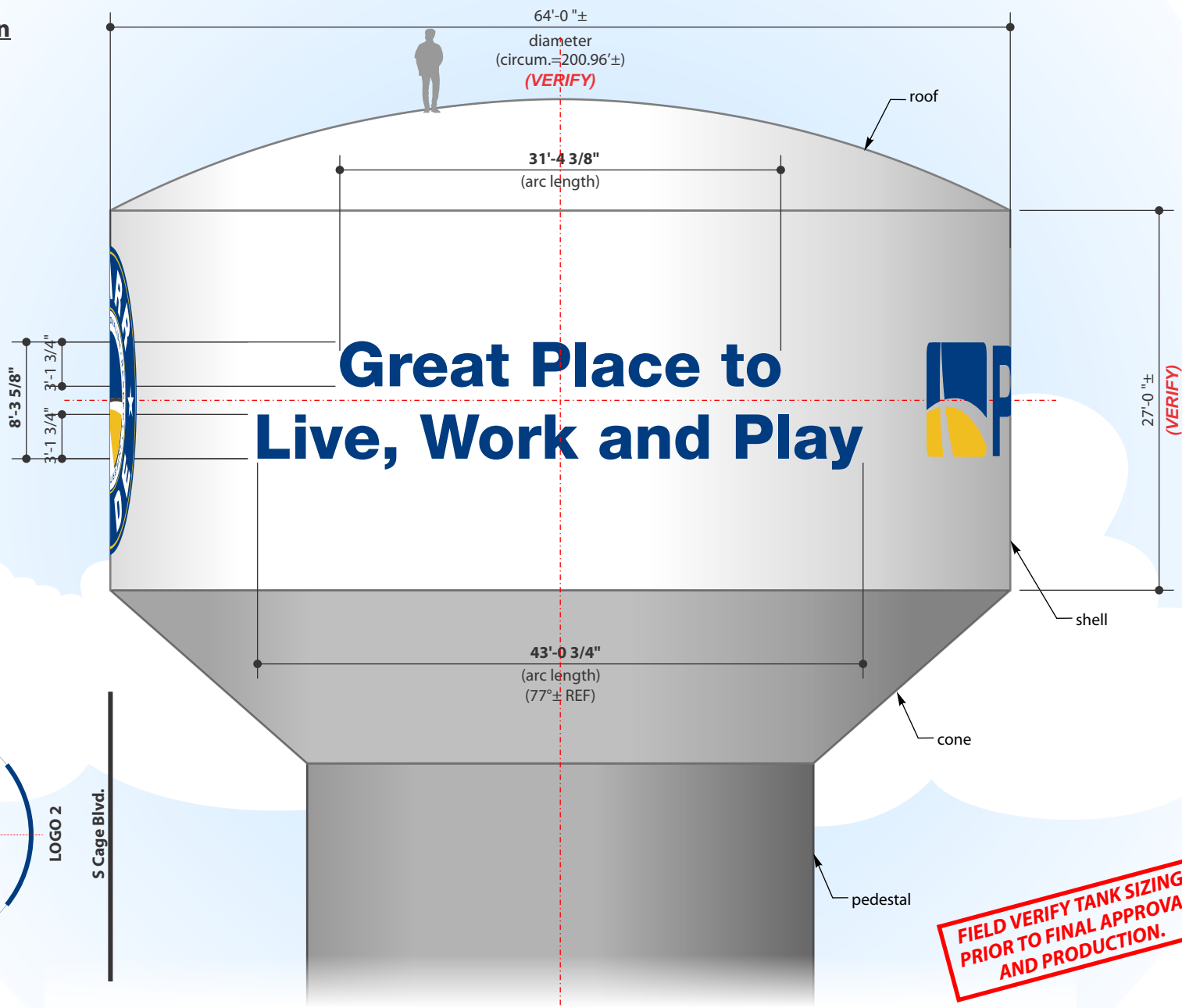
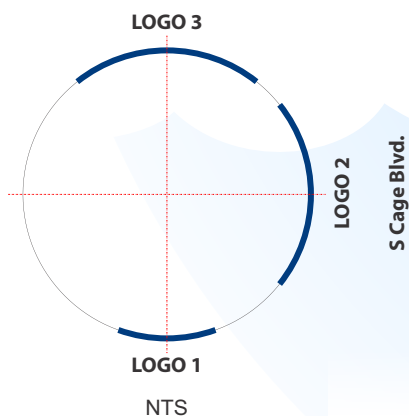
Owner / Contractor should verify all measurements prior to final approvals and production.

Quantity: (1) side

Orientation to be determined / verified in the field by owner.

Client to provide exact color

to be determined



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OF
3

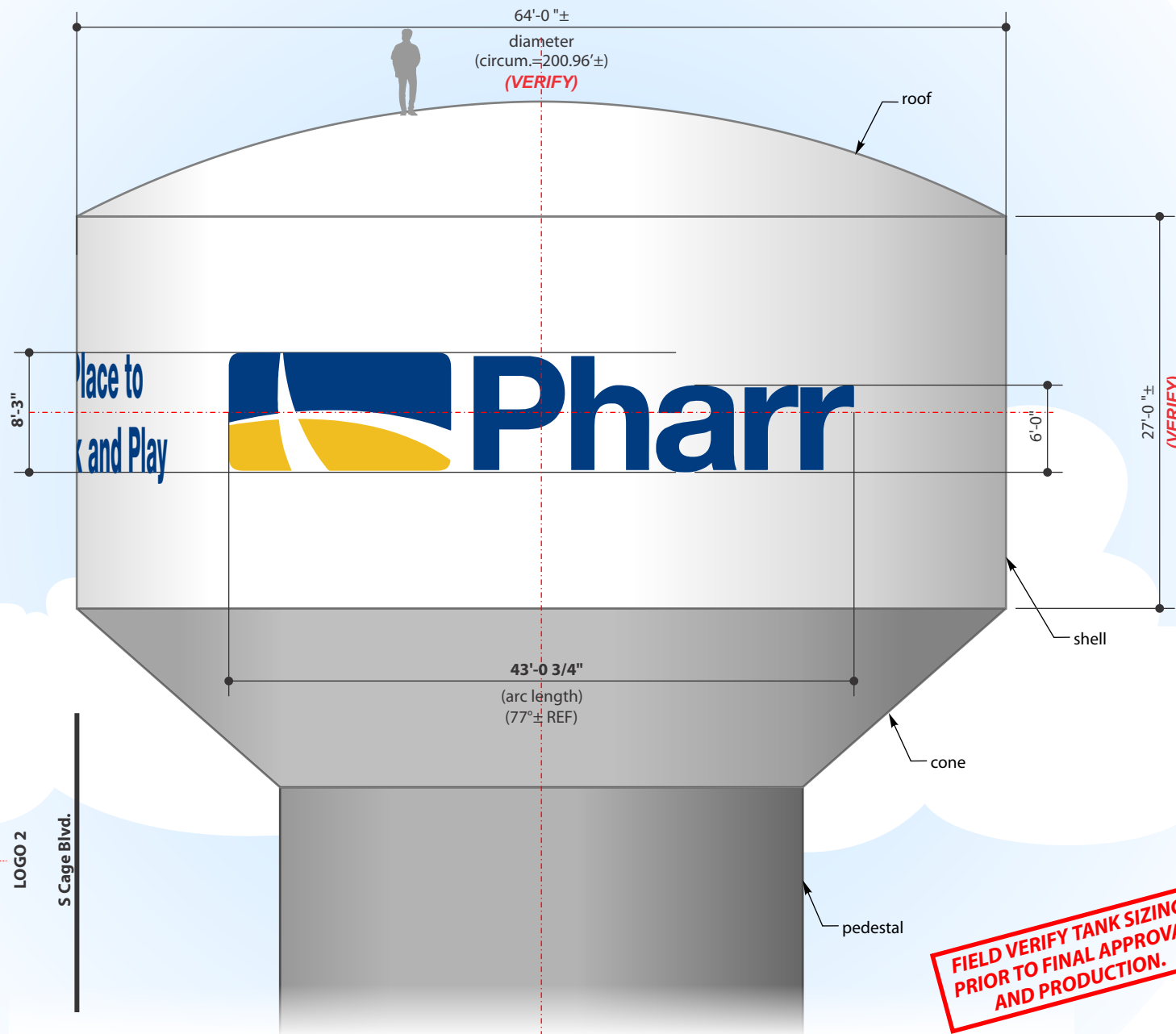
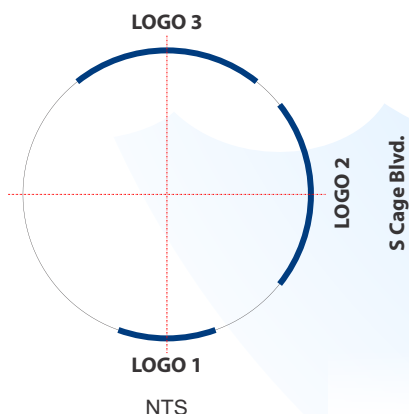
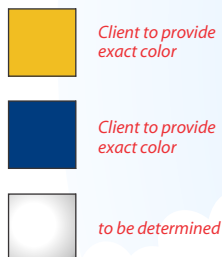
Tank Reservoir Elevation LOGO 3

Planar measurements of graphics.

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Owner / Contractor should verify all measurements prior to final approvals and production.

Quantity: (1) side
Orientation to be determined / verified in the field by owner.



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Client: Dunham Engineering
Design: Pharr TX S Cage Blvd 750KG PDM CET A0
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Scale: 3/32"=1'-0"±

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Signature _____
APPROVED ☐ **DATE** _____
APPROVED AS NOTED ☐ **DATE** _____
REVISE + RESUBMIT ☐ **DATE** _____

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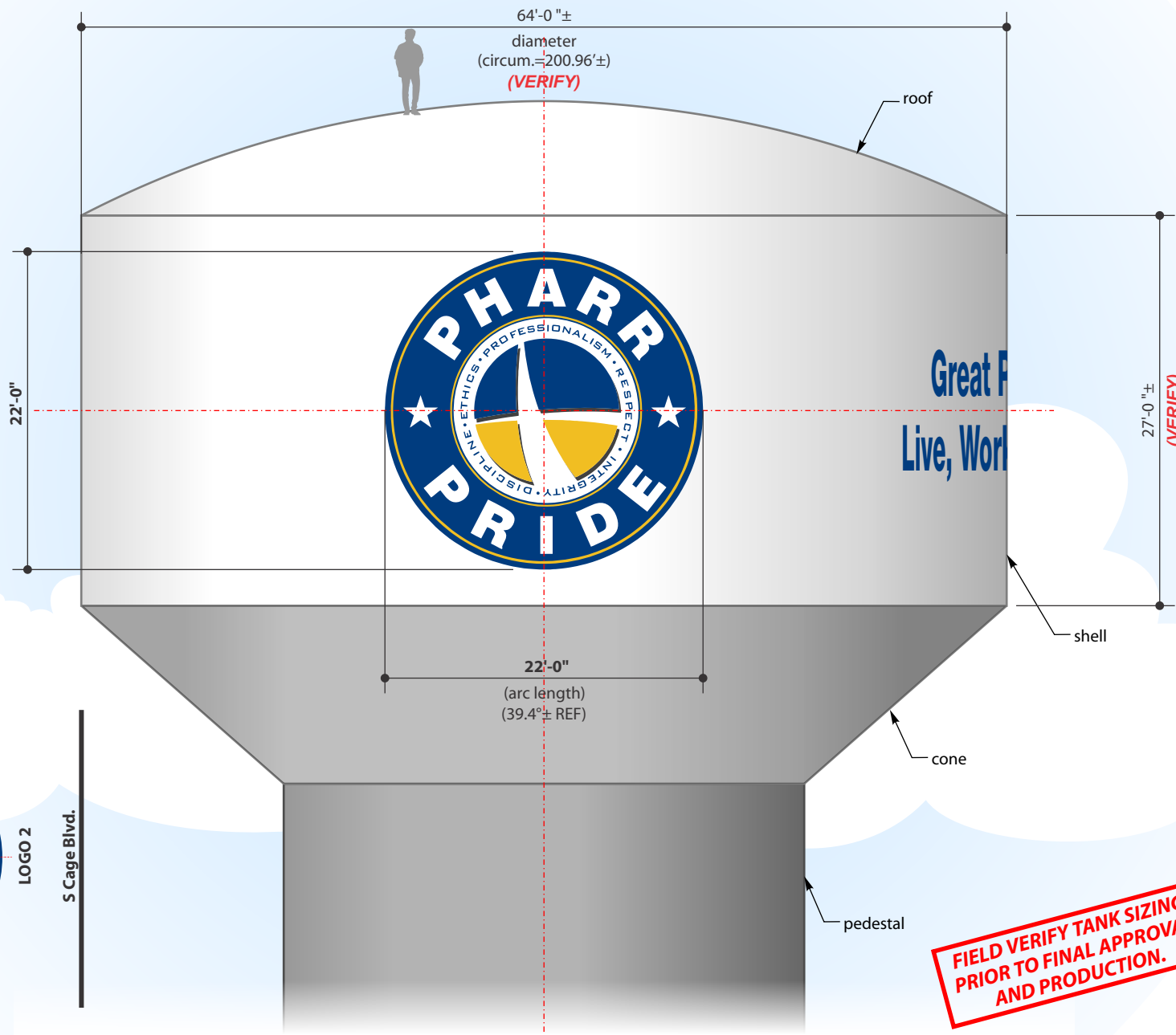
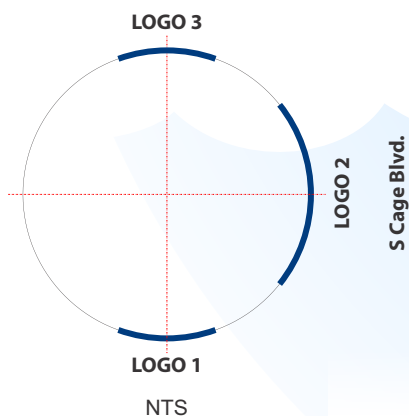
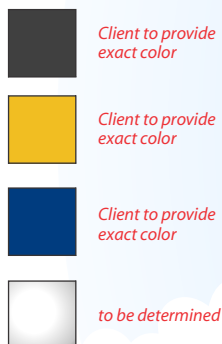
Tank Reservoir Elevation LOGO 1

Planar measurements of graphics.

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Orientation to be determined / verified in the field by owner.



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Tank Reservoir Elevation

LOGO 2

Planar measurements of graphics.

Tank measurements shown are based on a typical 750K Composite storage tank and client-provided measurements and logo graphics.

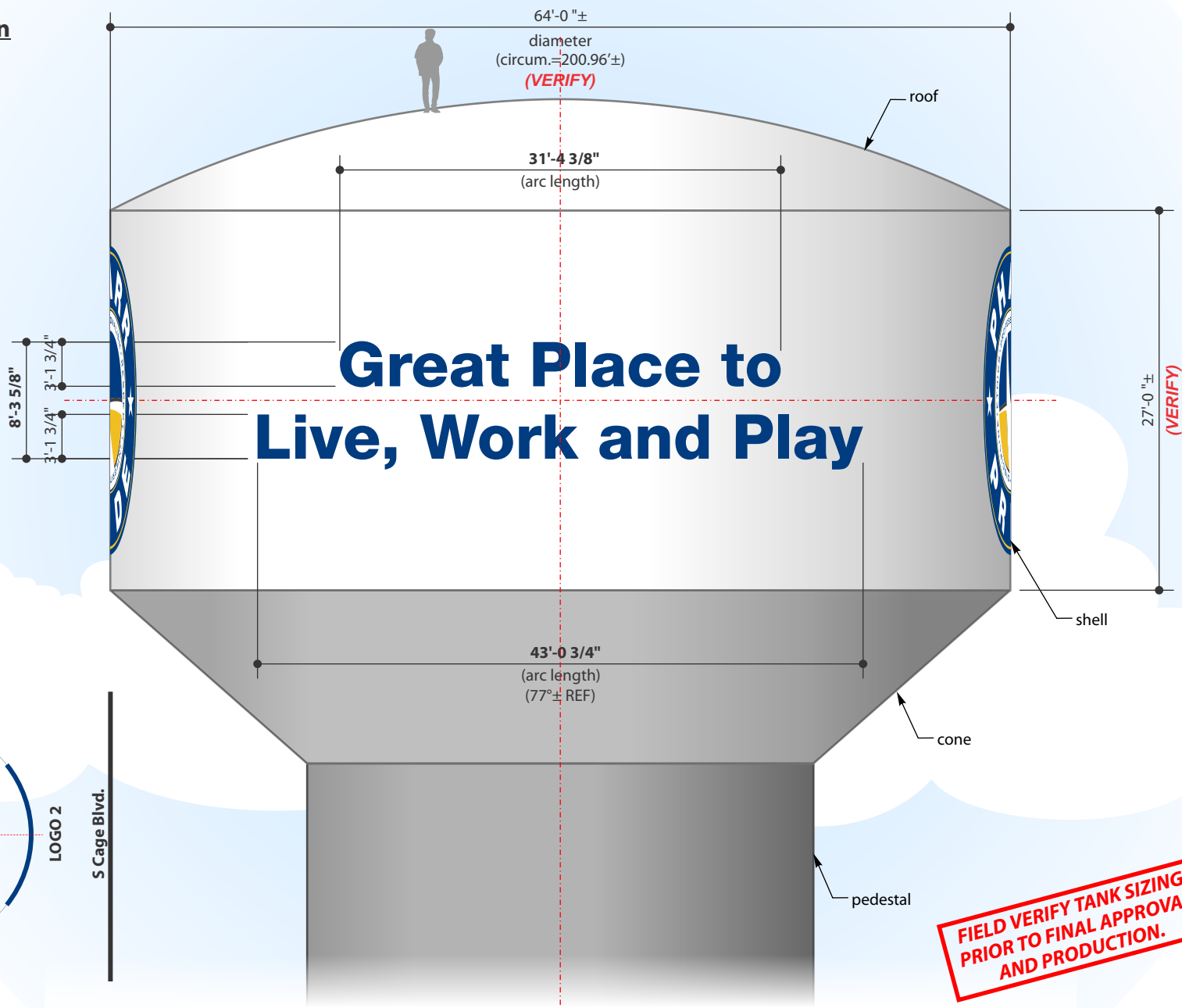
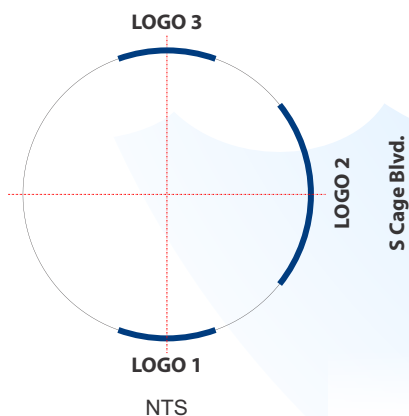
Owner / Contractor should verify all measurements prior to final approvals and production.

Quantity: (1) side

Orientation to be determined / verified in the field by owner.

Client to provide exact color

to be determined



Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: Dunham Engineering
Design: Pharr TX S Cage Blvd 750KG PDM CET **BO**
Revision Date:
First Print Date: 06-28-17
Scale: 3/32"=1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____

APPROVED ☐ **DATE** _____

APPROVED AS NOTED ☐ **DATE** _____

REVISE + RESUBMIT ☐ **DATE** _____

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color call-outs when specified. All renderings shown are approximate and are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

PAGE
2
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3

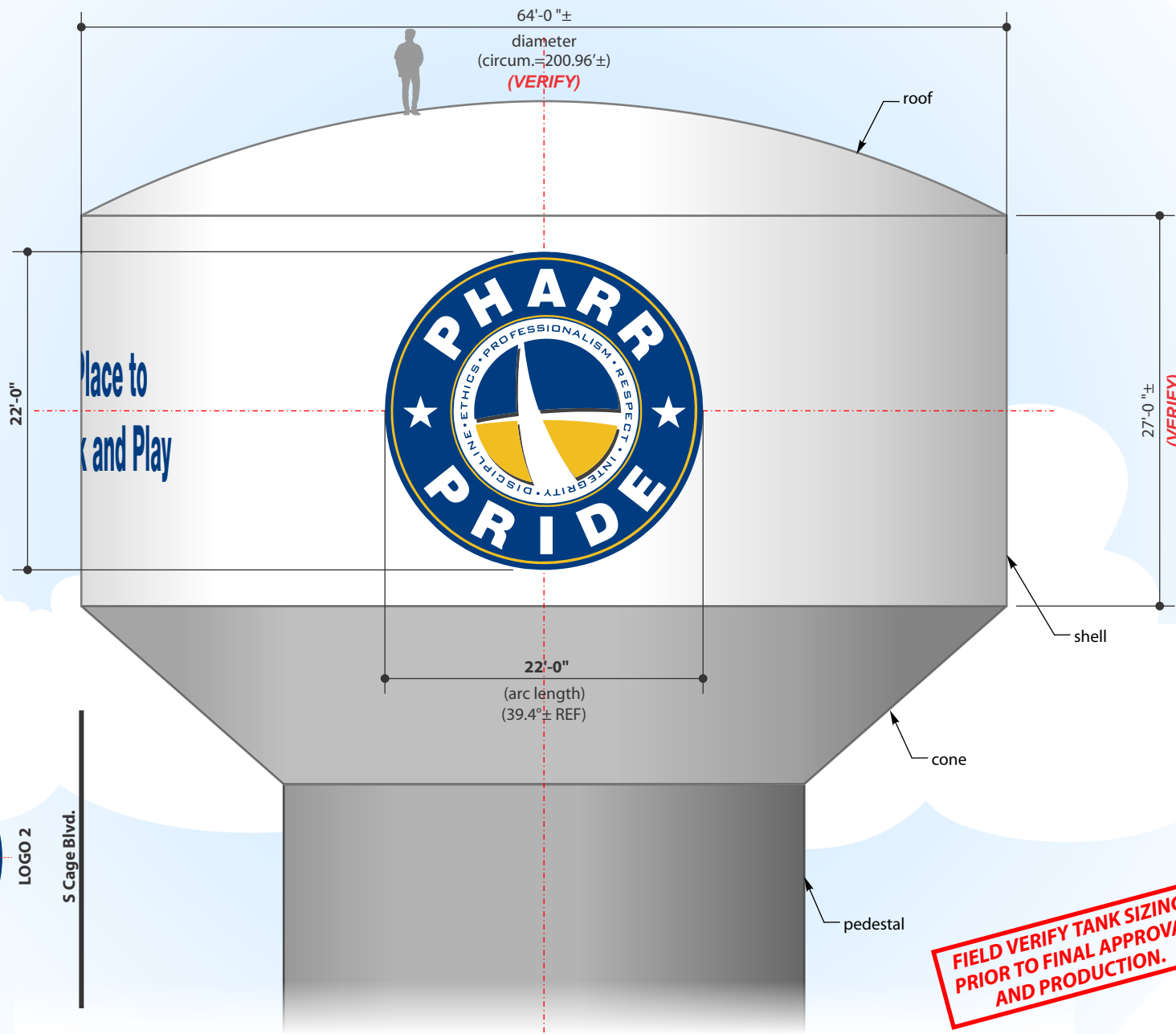
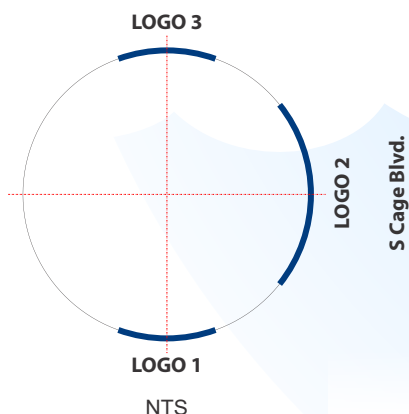
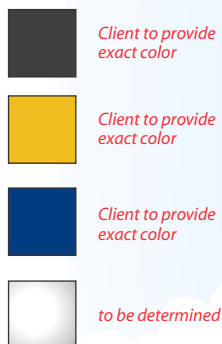
Tank Reservoir Elevation LOGO 3

Planar measurements of graphics.

Tank measurements shown are based on a typical 750K Composite storage tank and client-provided measurements and logo graphics.

Owner / Contractor should verify all measurements prior to final approvals and production.

Quantity: (1) side
Orientation to be determined / verified in the field by owner.



**FIELD VERIFY TANK SIZING
PRIOR TO FINAL APPROVAL
AND PRODUCTION.**



Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: Dunham Engineering
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Signature _____

APPROVED ☐ **DATE** _____

APPROVED AS NOTED ☐ **DATE** _____

REVISE + RESUBMIT ☐ **DATE** _____

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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: June 21, 2017

MEETING DATE: July 3, 2017

FROM: Jason Arms, Director

DEPARTMENT: Emergency Management

DIRECTOR: Jason Arms

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with SmartBridge (Crisis360) for emergency management incident management software.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr emergency management does not have a system in place to document and/or share information in real time in an emergency. This software will allow for field observations to be reported in real time using pictures and GPS coordinates back to the incident commander that can make an informed decision on how to proceed. This system operates on all mobile platforms and is cloud based.

Financial Consideration: This software was not specifically budgeted in this fiscal years budget, but monies exist within 518-3310 to fund the first year. Second year renewal will be included in the proposed FY17-18 budget.

Staff Recommendation: Due to the lack of real time information sharing software for this purpose, staff recommends approval.

Alternatives: The department can continue to rely on analog methods of collecting / sharing data.

ROUTING:

Jason Arms
Jason Arms

Created/Initiated - 06/21/2017
Approved - 06/21/2017

Karla Moya
Patricia Rigney
City Management Office

Approved - 06/28/2017
Approved - 06/28/2017
Final Approval - 06/29/2017



Quote

Smartbridge LLC
2925 Briarpark Dr. , Suite 140
Houston, TX 77042
AABRAMSON@SMARTBRIDGE.COM

Phone: +1.713.360.2500
+1.713.360.2547

Fax: +1.713.360.2510

Quote Number: 20170007
Quote Date: 06/21/2017
Quote Valid Through: 07/15/2017

Proposed By: Ali Abramson
PO Number: N/A

CUSTOMER INFORMATION

Customer Name: City of Pharr
Street Address: 118 S Cage Blvd
City, State: Pharr, TX
Zip Code: 78577

Contact Name: Jason Arms
Contact Email: jason.arms@pharr-tx.gov
Billing Phone: 9564024900
Billing Fax:

TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT INFORMATION

Vendor ID: 13645234140
Contract Number: DIR-SDD-2152
DIR Contract Link: <http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-SDD-2152>

TERMS AND CONDITIONS

Contract Start Date: 07/01/2017
Contract End Date: 06/30/2018 (for 1-year contract)
Billing Frequency: Annual payable at beginning of the contract period

Payment Method: Check/Direct Deposit
Payment Terms: Upon Receipt
Billing Method:

Emergency Plan Document Access Management Only

Item #	Description	Annual Unit Price	Discount	Net Annual Unit Price	Qty	Total with Discounts
SB-151	Crisis360 Administrator	\$ 1,200.00	50%	\$ 600.00	1	\$ 600.00
SB-152	Crisis360 Emergency Responder	\$ 600.00	50%	\$ 300.00	8	\$ 2,400.00
SB-153	Crisis360 Emergency Response Viewer	\$ 120.00	50%	\$ 60.00	5	\$ 300.00
ANNUAL SOFTWARE LICENSE COST						\$ 3,300.00
SALES TAX**						
**Entities outside of Texas are responsible for reporting any Sales and Use Taxes, if applicable, in accordance with their state and local laws.						
TOTAL:						\$ 3,300.00

The license includes all the modules currently available for general release in app Version 5.1 of the Crisis360 software. Smartbridge may release additional modules in future that may require additional licensing.



Quote



*Please note that the quote does not include implementation and training. Additional information and discovery is essential for the estimation of implementation effort.

MULTI-YEAR CONTRACT COMMITMENT DISCOUNTS:

Smartbridge offers the following additional discounts for multi-year contract purchases:

Contract Period (Yrs)	Contract Price	Multi-Year Contract Discount	Net After Discount	NET Annual Cost after discount
1	\$ 3,300.00	NA	\$3,300.00	\$3,300
2	\$6,600.00	10%	\$5,940.00	\$2,970
3	\$9,900.00	20%	\$7,920.00	\$2,640

When you purchase multi-year contract, your price is locked with additional discounts and you get access to any and all features added to existing modules you are licensed for. In addition, you get discounted pricing on any new modules we add as a multi-year customer.

ADDITIONAL LICENSES:

In the event that additional licenses are required, they can be added to the contract at a later time at the above offered rate.

The terms of this quote and discounts offered expire if not executed by July 15th 2017.

City of Pharr

Signature _____

Name _____

Title _____

Date _____

Smartbridge, LLC

Signature _____

Name _____

Title _____

Date _____

Service Agreement

THIS ONLINE SERVICES AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____, 2017, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a “NEOGOV”), and the **City of Pharr, TEXAS** a public entity acting by and through its duly appointed representative (“City of Pharr”).

1. Provision of Online Services.

(a) City of Pharr hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the “Services”) more fully described in this Agreement and in Exhibit A (Order Form). City of Pharr hereby acknowledges and agrees that NEOGOV’s provision and performance of the Services is dependent and conditioned upon City of Pharr’s full performance of its duties, obligations and responsibilities hereunder.

(b) NEOGOV shall implement and maintain a Project Change process and associated Change Control Document (CCD) to manage and approve any changes to the Order Form and/or Order Details as herein described. The CCD will include the reason for the change, a complete description of work to be performed, an estimate of time to complete the task, associated costs, a completion date for the CCD Statement of Work and an impact analysis indicating ramifications or impacts to the overall project. No work within the CCD shall be performed by NEOGOV without City of Pharr approval.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this Agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to City of Pharr more fully described in this Agreement.

(c) Where “Deliverables” means any software or other material created pursuant to NEOGOV services, Deliverables will be considered accepted when: (i) City of Pharr provides NEOGOV written notice of acceptance; or (ii) thirty (30) days after access commenced if City of Pharr has not first provided NEOGOV with written notice of rejection. City of Pharr may reject a Deliverable only in the event it materially deviates from the specifications and requirements listed in the applicable Scope of Work and only via written notice setting forth the nature of such deviation.

3. City of Pharr Responsibilities. In connection with the performance of this Agreement and the provision of the Services, City of Pharr shall be responsible for the following:

(a) City of Pharr shall be responsible for ensuring that City of Pharr’s use of the Services and the performance of City of Pharr’s other obligations hereunder comply with all laws applicable to City of Pharr.

(b) City of Pharr shall be responsible, as between NEOGOV and City of Pharr, for the accuracy and completeness of all records and databases provided by City of Pharr in connection with this Agreement for use on NEOGOV’s system. NEOGOV will have no responsibility or liability for the accuracy of data entered into or uploaded to the system by City of Pharr, including without limitation City of Pharr Data and any other data uploaded or input by users.

(c) *Acceptable Use* City of Pharr will comply with the Scope of Work associated with this agreement and refrain from: (i) providing System passwords or other log-in information to any third party except those specifically authorized to access the services in this agreement; (ii) share non-public System features or content with any third party; or (iii) access the System in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. In the event that NEOGOV suspects any breach of the requirements provided in Section 3(c), including by way of Users of City of Pharr’s system, NEOGOV may suspend City of Pharr’s access to the system for the reasonable time required to confirm or deny suspicion, in addition to other lawful remedies as required.

(d) *Unauthorized Access* City of Pharr will take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. City of Pharr will notify NEOGOV immediately of any known or suspected unauthorized use of the System or breach of its security and will use best efforts to stop said breach.

4. **Ownership, Protection and Security.**

(a) The parties agree that the NEOGOV marks and selective City of Pharr marks may both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and data supplied or furnished by City of Pharr hereunder for incorporation into or delivery through the application(s) described in this Agreement shall remain with City of Pharr, and NEOGOV shall cease use of all such material upon termination of this Agreement. NEOGOV's logos, including the "powered by" logo, will appear on the "employment opportunities", "job description" and other NEOGOV hosted pages.

(c) City of Pharr acknowledges and agrees that nothing in this Agreement or any other agreement grants City of Pharr any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein. City of Pharr receives no rights to the Licensed Software other than those specifically granted in Exhibit A. Without limiting Exhibit A, City of Pharr will not: (i) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Licensed Software; or (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Licensed Software's source code.

(d) NEOGOV grants to City of Pharr a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to City of Pharr's standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOV Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CITY OF PHARR'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CITY OF PHARR'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with

the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of Texas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, City of Pharr acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against City of Pharr based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that City of Pharr shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) City of Pharr acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through City of Pharr's web site; and (ii) that except with respect to any material supplied by NEOGOV, City of Pharr is solely responsible (as between NEOGOV and City of Pharr) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through City of Pharr's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CITY OF PHARR OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CITY OF PHARR OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to City of Pharr or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the Initial Term(s) and restrictions provided in Exhibit A (Order Form); provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of the date hereof and remain in effect in accordance with the term(s) and restrictions in Exhibit A (Order Form), unless terminated by either party as set forth herein ("Initial Term").

(b) Subject to a material breach of contract and right to cure:

(i) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, public policy.

(ii) City of Pharr shall have the right to terminate this Agreement only upon expiration of the then-current license

term. The term shall renew automatically for successive one-year terms (“Renewal Term”) unless City of Pharr provides written notice of its intent not to renew to the other party at least thirty (30) days before the expiration of the then-current license term. City of Pharr acknowledges that failure to give notice prior to 30 days of the termination date will constitute agreement to the subsequent term.

(c) Upon termination City of Pharr may elect to receive either associated data files from the system or read only access for a determined period.

- (i) *City of Pharr Data Post-Termination:* Upon request within ninety (90) days of expiration of the final license term, NEOGOV shall provide City of Pharr with a dedicated data file from the system(s), or provide a proprietary and confidential delete of data. The dedicated data files will be comprised of City of Pharr’s standard data contained in NEOGOV’s Insight system. The structure of the relational database will be specific to the City of Pharr’s data and will not be representative of the proprietary NEOGOV database. For data residing on NEOGOV systems for more than ninety (90) days after the date of expiration and termination of this Agreement, NEOGOV retains the right to purge such data from NEOGOV systems without additional consent from the City of Pharr.
- (ii) *Read Only Access:* If City of Pharr requests NEOGOV maintain read-only access after termination of this Agreement, City of Pharr acknowledges and agrees to an upfront payment worth 10% of the annual license of this Agreement. Access to the system(s) shall be limited to the functionality included at time of termination.

10. **Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide City of Pharr with the Services, and will provide maintenance and support services as described herein, provided City of Pharr issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give City of Pharr written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

(c) NEOGOV acknowledges that all invoices shall be delivered to the stated “Bill To” party on the Order Form in Exhibit A. In the event that NEOGOV does not receive payment in accordance with the terms herein, including but not limited to the net due dates, City of Pharr acknowledges and agrees that it shall be liable for any outstanding payment to NEOGOV, or either party may terminate this Agreement as applied to Section 9.

(d) City of Pharr will pay all taxes, duties and levies imposed by all federal, state and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income, or those exempt by Texas law. City of Pharr shall provide NEOGOV within ten (10) days of request of such exemption.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by City of Pharr or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV’s reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause.** It is understood and agreed by City of Pharr and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that City of Pharr is not a legally bound party to any contractual Agreement made between NEOGOV and any entity other than City of Pharr.

13. **Miscellaneous.**

- (a) Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to conflict of law rules. City of Pharr acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.
- (b) *Severability.* If any provision of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

City of Pharr (TX)

Signature: _____

Print Name: _____

Title: _____

Date: _____

GovernmentJobs.com, Inc., a California corporation

Signature: _____

Print Name: John Closs

Title: Finance

Date: _____

EXHIBIT A – ORDER FORM**City of Pharr:****Bill To:**

<u>Quote Date:</u> 2/14/2017		<u>Revision:</u> <u>1</u>	
<u>Valid From:</u> 2/14/2017			
<u>Valid To:</u> <u>6/30/2017</u>			
<u>Requested Service Date:</u>	<u>TBD</u>	<u>Employee Count:</u>	
		<u>Initial Term:</u>	<u>12 Months</u>

Order Summary**Annual Recurring Fees**

<u>Line</u>	<u>Description¹</u>	<u>Annual Recurring Cost</u>
1.	Insight Enterprise Edition (IN)	
	IN License	\$10,515.00
2.	GovernmentJobs.com Job Posting Subscription (GJC)	
	GJC License	\$1,658.00
3.	Perform (PE)	
	PE License	\$14,073.00
4.	Onboard (ON)	
	ON License	\$7,885.00
5.	NEOGOV Integrations	
	Integration Maintenance	N/A
<u>Sub Total:</u>		\$34,131.00

Order FormNon-Recurring Fees

Line	Description¹	<u>Non-Recurring Fees</u>
	NEOGOV Services	
6.	Insight (IN)	
	Setup and Implementation	\$3,500.00
	Training	\$2,500.00
	Perform (PE)	
	Setup and Implementation	\$3,500.00
	Training	\$2,500.00
	Onboard (ON)	
	Setup and Implementation	\$2,000.00
	Training	\$2,000.00
	Onboard form building as Professional Service ²	N/A
	NEOGOV Integrations	
	Setup and Configuration	N/A
	Sub Total:	\$16,000.00
	<u>Order Total:</u>	\$50,131.00

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. City of Pharr may request a quote for these services at their discretion through the term of this contract.

For contracts including purchase of Perform (PE), Software Setup and Implementation fees will be invoiced separately, ninety (90) days from the Implementation Start Date.

²NEOGOV ON includes I9 and W4 standard forms that are regularly updated by NEOGOV. Additional forms or form maintenance are available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

Additionally, during the term of any subscription license, the City of Pharr will be provided:
Customer Support - Provided to the City of Pharr both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software - City of Pharr shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

Order Form

Order Detail

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. City of Pharr may request a quote for these services at their discretion through the term of this contract.

1.0 Insight Enterprise (IN)

License Subscription to NEOGOV IN

The City of Pharr's subscription to the Insight platform includes the following functionality:

Recruitment

- Online job application
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions for approval
- Certification/eligible lists

2.0 GovernmentJobs.com Job Posting Subscription (GJC) License Subscription

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: Jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

3.0 NEOGOV Perform (PE)

License Subscription to NEOGOV PE

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales
- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

4.0 NEOGOV Onboarding (ON)

License Subscription to NEOGOV ON

Order Form

- Electronic Employee File
- Federal I9 and W4 forms
- Task Manager
- Employee data upload
- Build your own Onboarding forms*

*NEOGOV ON includes Federal I9 standard forms that are updated annually and Federal W4 forms updated every 2-4 years. Additional forms or form maintenance is available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

5.0 NEOGOV Integrations

NEOGOV offers Standard Integrations as well as platform APIs for 3rd party system integration(s).

Standard Integrations include:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual Maintenance By NEOGOV

Note: NEOGOV APIs are to be configured directly by City of Pharr staff using NEOGOV documentation. If required, Professional Services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

6.0 NEOGOV Services

Setup and Provisioning

The following activities are conducted as part of the NEOGOV implementation:

- City of Pharr to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the City of Pharr's production environment.

Training

- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All City of Pharr have full access to the demo/training environment setup for Insight.
- NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow City of Pharr led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the City of Pharr's actual recruitment processes after go-live

Order Form

Order Form Terms and Conditions:

- (1) The City of Pharr hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CITY OF PHARR.
- (2) The City of Pharr agrees that the payment schedule is as follows:
 - **Provide all required software and Licenses**
 - One hundred percent (100%) of the annual license price (including any Integrations) is payable within thirty (30) days of execution of this Order Form and Service Agreement.
 - **Training**
 - One hundred percent (100%) of the training price are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (TRAINING)
 - **Software Setup and Implementation**
 - For contracts excluding purchase of a Perform product, one hundred percent (100%) of the Setup and Implementation costs are to be paid within thirty (30) days of the execution of this Order Form and Service Agreement.
 - For contracts including a purchase of a NEOGOV Perform (PE) Product:
 - a. City of Pharr is entitled to a 50% discount on Setup and Implementation fees for that product if City of Pharr implements a NEOGOV product within ninety (90) days of the respective Implementation Start Date.
 - b. City of Pharr will be charged an additional 50% of the original Implementation and Setup costs to be paid within thirty (30) days of invoice if Setup and Implementation for any NEOGOV product extends past six (6) months from the Implementation Start Date.
 - c. City of Pharr will be charged an additional 50% of the original Setup and Implementation costs to be paid within thirty (30) days of invoice if Setup and Implementation for a NEOGOV product extends past nine (9) months from the Implementation Start Date.
 - d. New Setup and Implementation fees, along with the penalties listed above, will apply if Setup and Implementation is not completed within a year of the Implementation Start Date(s).
- (3) Neither the City of Pharr nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CITY OF PHARR AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>City of Pharr (TX):</u> Signature: _____ Print Name: _____ Title: _____ Date: _____	<u>NEOGOV:</u> Signature: _____ Print Name: <u>John Closs</u> Title: <u>Finance</u> Date: _____
---	--

To be filled out ONLY with a purchase including a NEOGOV Perform (PE) product:

<u>Customer Executive Officer/Director:</u> Print Name: _____ Signature: _____ Title: _____ Email: _____ NEOGOV Implementation Consultant shall send a project progress update to the executive listed every 30 days.	<u>Customer Project Manager:</u> Print Name: _____ Title: _____ Email: _____ <table style="width: 100%;"> <tr> <td style="width: 50%;"><u>Implementation Start Date(s):</u></td> <td style="width: 50%;"><u>Target Go-Live Dates:</u></td> </tr> <tr> <td>Insight: _____</td> <td>_____</td> </tr> <tr> <td>Onboard: _____</td> <td>_____</td> </tr> <tr> <td>Perform: _____</td> <td>_____</td> </tr> </table>	<u>Implementation Start Date(s):</u>	<u>Target Go-Live Dates:</u>	Insight: _____	_____	Onboard: _____	_____	Perform: _____	_____
<u>Implementation Start Date(s):</u>	<u>Target Go-Live Dates:</u>								
Insight: _____	_____								
Onboard: _____	_____								
Perform: _____	_____								

NEOGOV SCOPE OF WORK – EXHIBIT B

1. OVERVIEW

- NEOGOV's mission is to improve the services public sector agencies deliver to society. We do this by working with agencies to improve the ways they attract, hire, and retain the best and the most qualified employees. NEOGOV's platforms are the leading workforce management solution specifically designed for public sector. The configurable solutions go beyond simple recruitment or applicant tracking to incorporate all aspects of HR and their associated business requirements. Each NEOGOV platform includes many time, effort, and cost saving features and capabilities such as class specifications online, accept applications online, create and route requisitions online, scan hardcopy application materials which are read directly into the database to eliminate manual data entry, refer certified lists online, and gather and report on key hiring metrics as well as associated reports for gathering key metrics across the HR organization.

2. SCOPE OF WORK (Standard)

- Subject to the services purchased, the project will consist of the following components:
 - Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations.
 - Working with City of Pharr staff to understand the existing processes as well as other workforce business practices where applicable.
 - NEOGOV will provide access to all proposed user training. City of Pharr staff may deliver training that can incorporate the City of Pharr's existing business rules combined with new processes that are enabled by using the NEOGOV product suite.
 - Following training, the City of Pharr may conduct additional user sessions led by the solution's Administrator(s) which will allow the City of Pharr users to familiarize themselves with the system.
 - Subject to the services purchased, between the training and go-live, NEOGOV will complete the following activities:
 - Creating a City of Pharr-specific training environment for Insight which is used by your City of Pharr during training and afterwards to train in prior to moving into production (IN)
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing City of Pharr website
 - Establish the City of Pharr's Insight Enterprise (IN) production environment
 - Establish the City of Pharr's Onboard (ON) production environment
 - Establish the City of Pharr's Perform (PE) production environment
- Configure and deploy forms (only if in scope) On the go-live date for Insight, City of Pharr IT will need to change the IP addresses for the following three City of Pharr website links (NEOGOV will provide the new link addresses):
 - Job openings
 - Class Specifications
 - Promotional job openings
- Following production rollout, NEOGOV and the City of Pharr will conduct two post go-live conference call(s) (if scheduled) to ensure that the rollout was completed successfully and that any production questions are addressed promptly.

3. SERVICE OVERVIEW

A. System Design

- NEOGOV solutions are web-based, there is no need for you to buy and maintain additional hardware, software, or bandwidth; upgrades are included and occur in real time, ensuring that you always have the most up-to-date functionality.
- Insight Enterprise is designed to address five major areas of Human Resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. Insight Enterprise enables agencies to post class specifications online, post job announcements on the City of Pharr website, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/and approve requisitions online, and certify eligible lists electronically.
- Onboard is designed to facilitate the onboarding process for new hires. NEOGOV maintains standard forms as part of the annual license. Agencies shall maintain any custom forms created by City of Pharr.
- NEOGOV Perform (PE) is designed to address the major areas of Human Resource activities centered around employee performance management. PE includes built-in workflow for business processes, configurable tasks, performance evaluations and reports.

B. Implementation and Integration / Installation

- NEOGOV solutions are implemented off site & consist of all activities outlined in Section 2 – Scope of Work (above). The City of Pharr may integrate with other systems using standard NEOGOV integration tools, export data from Insight using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.

C. Training

- NEOGOV training is unlimited online training. Training consists of a system walk-through and then a series of hands-on exercises.

D. Maintenance

- All system maintenance to licensed features is covered in the license price. Since NEOGOV offers a hosted solution and fully web-based new features and functions are released and available upon next login by the user. System software and hardware maintenance is completed by NEOGOV.

4. IMPLEMENTATION - INTEGRATION (Standard) (IN)

- The City of Pharr can export data from Insight to integrate with other systems. As part of each integration, NEOGOV shall:
 - Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.
 - Develop New Hire Export Interface.
 - Develop Position Control Import Interface.
 - Provide Integration Worksheets and/or guides.

Scope of Work

5. LICENSING

- Your NEOGOV Annual license includes the following items:
 - Free participation in NEOGOV hosted City of Pharr conference calls
 - Unlimited access to all system functionality and enhancements to the items listed in the capabilities section of this document

6. MEETINGS

- Implementation is conducted remotely and will consist of weekly phone implementation meetings throughout the implementation. The City of Pharr and NEOGOV will also have (if proposed) scheduled meetings following go live to ensure a successful rollout and address any new questions/issues.

7. CUSTOMER SERVICE

- NEOGOV offers unlimited customer support and support is provided via the NEOGOV customer support help desk from 6:00AM – 6:00PM M-F PST (excluding NEOGOV holidays) and online through the Help Center 24 X 7. Customer support is also provided throughout the entire implementation. Additionally, conference call attendance and on-line training attendance is included in the annual license.

8. MAINTENANCE & SUPPORT

- NEOGOV maintains the entire hardware/software infrastructure and is responsible for maintaining server operation, software delivery, and security. Available customer support is addressed in Section 7 – Customer Service (above).

9. TRAINING

A. Customer Education / Training Methodology

- NEOGOV delivers access to online user training to City of Pharr recruiters and technicians. We provide the Training Exercises electronically as well as access to the complete User's Guide online.
- Following the training, your City of Pharr will have access to the associated environment. Additionally, your City of Pharr has full access to our Customer Support Help Desk during the training to help new users fully utilize the system(s).
- All dedicated system training is designed by NEOGOV to introduce the most common features and functions in an organized fashion which will be used by the staff following training to conduct their day-to-day activities.
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All City of Pharr shall have full access to the associated environment for the proposed platform.
- NEOGOV's pre-built, online training consists of a series of web courses and hands-on exercises designed to introduce the standard features and functions. All training items may be used as reference material to conduct day-to-day activities. The pre-built, online training includes materials designed to allow City of Pharr led training sessions.

B. Training Media Selection

- Electronic

C. Training Schedule

- Unlimited online training is available.

D. Training Delivery

- Hardware (If applicable)
 - The training environment should be a training room with Internet access, conference phone, projector, and screen, one computer for each attendee with a NEOGOV supported web browser Adobe Reader, and MS Word.
- Software
 - Web Browser, Adobe Reader, and MS Word
- Custom Design Applications
 - None

10. SOFTWARE MODULES OVERVIEW

A. Insight Enterprise

- Insight Enterprise includes the following functionality:

Recruitment

- Online job application
- Online applications integration with current City of Pharr website
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

Scope of Work

- 90 standard system reports
 - Ad Hoc reporting tool
 - HR Automation**
 - Create and route position requisitions for approval
 - Certification/eligible lists
 - B. NEOGOV Onboard
 - NEOGOV Onboard (ON) includes the following functionality:
 - Electronic Employee File
 - W4
 - I9
 - Configurable Workflow
 - Task Manager
 - Employee data upload
 - Attachments
 - Build your own Onboarding forms*
- NEOGOV ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at an additional cost.

- C. NEOGOV Perform (PE)
 - The annual license for the NEOGOV Performance Evaluations Software includes the following:
 - Configurable Performance Evaluations
 - Goal Library
 - Shareable Competency Content
 - Development Plans
 - Configurable Process Workflows
 - Ability to build Content sections for re-use
 - Configurable Rating Scales
 - Ability to build Library of Writing Assistants
 - 360 Reviews
 - Configurable Email Notifications
 - Automatic Evaluation Creation
 - Ability to perform actions in bulk for Employees & Evaluations

**Note: Additional forms are available at additional cost.*

11. PRODUCT UPGRADES

- All product upgrades to licensed modules are included in the associated NEOGOV annual license. Product upgrades occur in real time and are available upon next login.

12. REQUIREMENTS PUT UPON THE CITY OF PHARR

- The City of Pharr HR staff is considered “level 1 support”, meaning that the City of Pharr should designate the NEOGOV Administrator as the point of contact for any NEOGOV platform related questions or issues. If the Administrator cannot answer the question, they should contact the NEOGOV Customer Support Help Desk.

13. DOCUMENT OF WEB INTERFACE (IN)

- NEOGOV will integrate the Insight website pages into the City of Pharr’s existing web pages using the standard NEOGOV career pages.

14. MAINTENANCE & SUPPORT

Service Types

I. Base Maintenance and Update Support

- Software Upgrades
 - All product upgrades to licensed modules and Insight Enterprise are included in the associated NEOGOV annual license. Product upgrades occur in real time and are available upon next login.
- Phone Support
 - Phone support is available from 6:00AM – 6:00PM PT Monday – Friday, excluding NEOGOV holidays.
- Remote Connectivity Support
 - Online support is available 24 x 7. Any cases logged online during off hours will be responded to the next business morning.
- Response Times
 - Both phone and online case receipt are confirmed immediately. The length of time for a resolution is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request). High priority issues such as system down are addressed immediately and resolved ASAP. When any other cases are logged (that are not system down) those cases are reviewed internally by NEOGOV, and then discussed and reviewed with the City of Pharr to identify priority and resolution timeline.

II. Preventative System Maintenance

- Preventive system maintenance is conducted by the NEOGOV staff and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks. The City of Pharr is not responsible for system maintenance.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: June 21, 2017

MEETING DATE: July 3, 2017

FROM: Jason Arms, Director

DEPARTMENT: Innovation & Technology

DIRECTOR:

Agenda Item: Consideration and possible, if any, authorizing City Manager to enter into an updated Interlocal agreement with the City of Alamo for technical and professional services relating to radio communications.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Alamo has been a tenant of the City of Pharr's radio system for several years. The current agreement is needing to be updated. This agreement will expand the offerings to the City of Alamo that will allow for services and professional support by the Innovation & Technology department. These funds will be used to support the Pharr public safety radio system.

Financial Consideration: There is no cost to the City of Pharr specifically for this service. Any expenses associated with this interlocal will be reimbursed at the rates defined in ANNEX 1.

Staff Recommendation: Based on the age and need to expand the scope of services available to the City of Alamo, staff recommends approval of this new interlocal agreement.

Alternatives:

ROUTING:

Jason Arms
Jason Arms

Created/Initiated - 06/21/2017
Approved - 06/21/2017

Karla Moya
Patricia Rigney
City Management Office

Approved - 06/27/2017
Approved - 06/27/2017
Final Approval - 06/28/2017

THE STATE OF TEXAS §

HIDALGO COUNTY §

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PHARR AND CITY OF ALAMO
FOR
24-HOUR RADIO MANAGEMENT AND SERVICES**

THIS INTERLOCAL AGREEMENT made and entered into this 17th day of September, 2015, by and between the City of Pharr, a Texas Home Rule Municipality ("City") and City of Alamo, a Texas Home Rule Municipality ("Subscriber").

WHEREAS, this interlocal agreement is entered into by the parties pursuant to the authority granted and in compliance with the provisions of Texas Intergovernmental Cooperation Act, as amended, Govt. Code, Title 7, Chapter 791.

WHEREAS, this agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local government.

WHEREAS, the SUBSCRIBER and CITY have hereby agreed that the CITY will provide the SUBSCRIBER radio system management and maintenance services for which the SUBSCRIBER agrees to accept and pay for same as described herein.

NOW THEREFORE , for the mutual covenants and considerations as expressed herein, the SUBSCRIBER and CITY agree the CITY will provide and the SUBSCRIBER will accept and pay for, as provided below, radio system management and maintenance services according to the following terms and conditions:

1. **AUTHORITY:** SUBSCRIBER and CITY warrant that both possess adequate legal authority to enter into this interlocal agreement. The SUBSCRIBER and CITY'S local governing bodies have authorized its signatory official to enter into this interlocal agreement and to bind the local governments to the terms of this agreement and any subsequent amendments hereto.
2. **APPLICABLE RULES AND REGULATIONS:** CITY and SUBSCRIBER agree to conduct all activities under this contract in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this contract.
3. **COMPLETE AGREEMENT:** This interlocal agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written

agreements between the parties relating to matters herein. Except as otherwise provided herein, this contract cannot be modified without the written consent of the parties.

4. **RADIO SYSTEM MANAGEMENT:** Pharr Innovation & Technology (CITY) will manage activations, deactivations (lost radios) within the core management console. CITY will manage talkgroup assignments, system keys, encryption keys and radio inventory for SUBSCRIBER. Compensation for these services are outlined in "APPENDIX 1"
5. **RADIO PROGRAMMING:** As requested by the SUBSCRIBER, the CITY will provide programming services of portable and mobile radio hardware for all departments for the SUBSCRIBER for fees outlined in "APPENDIX 1".
6. **EMERGENCY CALL OUT:** CITY agrees to make available a 24 hour technician to respond, troubleshoot and attempt to resolve any issue which is deemed to impact the SUBSCRIBER's radio operations. Compensation for these services are outlined in "APPENDIX 1".
7. **MUTUAL COMMON TALKGROUPS :** The CITY agrees to make available and to program (item #5) into SUBSCRIBER's radios, any and all mutually common frequencies that allow any entity that has been authorized to use the radio system.
8. **AUTHORIZATIONS:** The CITY will require that the SUBSCRIBER provide in writing an authorization to program any talkgroup or system information into any radio that is not owned or operated by the SUBSCRIBER. Furthermore, the CITY will require the SUBSCRIBER to provide a written authorization to program any law enforcement talkgroup or encryption key into any radio that is not owned and possessed by the SUBSCRIBER's police department. The CITY will maintain a current database of all authorizations issued by the SUBSCRIBER which will be made available for inspection by the SUBSCRIBER at a reasonable time upon request by the SUBSCRIBER.
9. **CONFIDENTIALITY OF INFORMATION :** The CITY and the SUBSCRIBER agree to keep confidential and not make public, information associated with encryption keys, system keys and specific system / talkgroup identifiers as allowed by Texas Government Code: 418.179 and other applicable laws of the State and Federal government.
10. **COMPENSATION AND INVOICING:** In accordance with the terms of this interlocal agreement, the SUBSCRIBER agrees that upon presentation by the CITY of written invoices for the herein described as services, to pay the CITY, from current revenues available to the SUBSCRIBER during the current fiscal year within 15 days the amount of the invoice. The CITY will invoice the SUBSCRIBER on a quarterly basis. Fees are outlined in "APPENDIX 1".

11. **TERM:** The term of this interlocal agreement is for one (1) year, beginning July 3, 2017, and ending on September 30, 2017. Unless this contract is terminated as provided for herein or by mutual agreement of the parties, this contract shall automatically renew annually for each fiscal year, provided that such renewal shall not have the effect of extending the period in which the SUBSCRIBER may make any payment due CITY beyond the fiscal year in which such obligation was incurred under this interlocal agreement. **Prior to each annual renewal period, CITY and SUBSCRIBER shall negotiate a compensation amount applicable for that annual period. Said compensation amount shall be based on the number of SUBSCRIBER radios and additional services requested by SUBSCRIBER.** If at any time during the term of this interlocal agreement the SUBSCRIBER determines the Pharr Innovation & Technology department performance under this contract is unsatisfactory, the SUBSCRIBER shall notify the CITY in writing of the CITY'S determination of same. The notice from the CITY shall specify the particular deficiencies the SUBSCRIBER has observed in the Pharr Innovation & Technology department performance. The Pharr Innovation & Technology department (CITY) will have thirty (30) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that thirty (30) day remedial period, the SUBSCRIBER remains unsatisfied with CITY'S performance, the SUBSCRIBER, at its sole option, may terminate this interlocal agreement to be effective upon the expiration of the thirty (30) days following the date of written notice to the CITY of such termination of this interlocal agreement.
12. **COSTS NOT COVERED BY THIS AGREEMENT:** The SUBSCRIBER shall be responsible for any and all fees/costs associated with the operation, maintenance and upgrades associated with any and all equipment purchased by the SUBSCRIBER. The SUBSCRIBER shall purchase their own equipment from their own vendors after consulting with the CITY to ensure the hardware being purchased is compatible with the radio system. The SUBSCRIBER may, as part of this agreement agree to pay for project management services to facilitate replacement, upgrades of equipment which is not directly outlined as a service in this agreement. Those additional services will be on a per project basis and will be invoiced after authorized by SUBSCRIBER.
13. **REVIEW / INVENTORY / REPAIR SERVICES:** The CITY agrees to provide the SUBSCRIBER any reports of active radios on the system, copies of invoices or technology recommendations or hardware purchase reviews (associated with radio communications) upon request within 5 business days. The CITY shall maintain an active database of all active radios on the system (P25) but shall not be responsible for any inventories of the SUBSCRIBER other than those that have been submitted by SUBSCRIBER for repair or that are having services performed (APPENDIX 1).

The CITY shall provide the SUBSCRIBER a receipt of custody for any equipment that the CITY personnel take possession of for the purpose of conducting services as outlined in (APPENDIX 1). If the CITY is unable to repair the equipment, the CITY shall receive approval from the SUBSCRIBER to forward the hardware to an authorized repair facility. The SUBSCRIBER will be direct billed for any use of external repair facilities. The CITY will provide a copy of the repair authorization attached to the invoice to the SUBSCRIBER.

14. **ACCURACY:** Nothing in this interlocal agreement shall be interpreted as a transfer of legal or ethical responsibility from the SUBSCRIBER to the CITY. The Pharr Innovation & Technology department provides services only and does not guarantee accuracy or validity of any exchange. The technician on duty will provide the same professional quality of service to the SUBSCRIBER as given to CITY's own personnel.
15. **NOTICES:** All notices to the parties under terms of this interlocal agreement, unless otherwise specified herein, or as may be amended, shall be in writing addressed as follows:

CITY:
Juan Guerra, City Manager
118 S Cage Blvd.
Pharr, Texas 78577

SUBSCRIBER:
Luciano Ozuna Jr., City Manager
420 N Tower Rd
Alamo, Texas 78582

16. **AMENDMENT:** No amendment, modification or alteration of the term of this interlocal agreement shall be binding unless it be in writing, date subsequent to the date hereof, and be agreed to and duly executed by each of the parties after official action by each of the respective governing bodies of the parties.
17. **INSURANCE / LIABILITY:** This interlocal agreement shall not allow for any stipulation of liability by either party. Each entity shall be responsible for their own equipment and its operation or lack thereof. This includes interference, equipment failures, training deficiencies by SUBCRIBER on proper use. The SUBSCRIBER shall hold harmless any employee, agent, volunteer or elected official of the CITY for services under this interlocal agreement.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE
FULL FORCE AND AFFECT OF AN ORIGINAL, ON THIS THE _____ DAY OF
_____, 2017 WITH AN EFFECTIVE DATE OF _____.**

CITY OF PHARR

By: _____

Attest
: _____

CITY OF ALAMO

By: _____

|

Attest
: _____

APPENDIX 1:

A. **Yearly system management / on-call fee** due on the start of each fiscal year: \$500.00 - This fee includes normal activation, deactivation, after hour calls to assist in emergency button, remote troubleshooting, equipment purchase reviews, basic usage reports and a business hours answering point for repair services by all departments of SUBSCRIBER. (NON-AFTER HOURS)

B. **Costs:** The SUBSCRIBER agrees to pay the following fees for outlined services as stipulated in this interlocal agreement:

1. The SUBSCRIBER agrees to pay \$5.00 per radio, per month, for any activated device ID that is activated in the CITYS radio system. Any and all activations must be done via an email or written letter.
2. Radio programming - **25.00 per radio**. SUBSCRIBER must provide talkgroups required for programming and which channels are to be scanned at time of service request.

On any bulk services (10 or more), the CITY will provide services at **15.00 per radio** to the SUBSCRIBER.

The CITY will include as part of this service, the creation and modification of templates as not to exceed 10 for SUBSCRIBER. Additional templates shall be created and billed at **500.00 per template**.

3. Repair of radio hardware - If the CITY is requested to repair (in writing) for the SUBSCRIBER any hardware, it will be billed at a per hour rate of \$15.00 with a two hour minimum. Such repairs could include, but are not limited to, the replacement of antennas, knobs, batteries, cases, connectors or similar. The CITY shall not provide services such as mounting equipment in vehicles or drilling holes for antennas.

The SUBSCRIBER agrees to pay for any hardware / software used to repair any submitted items at the actual costs to the CITY during its next invoice period.

4. The CITY agrees to make available a qualified technician to respond to and attempt repair of any outage afterhours of the SUBSCRIBER radios, communication centers or tower sites at a rate of **30.00 per hour** while enroute, onsite or returning to home base.
5. The CITY agrees to consider any request from the SUBSCRIBER for technical services that may not be specifically outlined above. The SUBSCRIBER agrees that if the CITY does services as part of this item, and outside the scope of the above, that it will be billed on a rate of 30.00 a hour plus actual costs of equipment / parts associated with providing the requested services.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: June 13, 2017

MEETING DATE: July 3, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, on contract extension with CERES Environmental for the services of Catastrophic Event Debris Removal in the City of Pharr.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Contract Extension with CERES Environmental Services for catastrophic event debris removal.

Financial Consideration: Natural Disaster Emergency Contingency Fund

Staff Recommendation: Staff recommends approval to extend contract agreement with CERES Environmental for an additional year with no increase to the original unit pricing. This will be the second 1-yr contract extension of a possible 4-years.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 06/13/2017

Omar Anzaldua

Approved - 06/13/2017

Karla Moya

Approved - 06/15/2017

Patricia Rigney

Approved - 06/28/2017

City Management Office

Final Approval - 06/29/2017

EXTENSION OF AGREEMENT
FOR CATASTROPHIC EVENT DEBRIS REMOVAL SERVICES

THIS EXTENSION OF AGREEMENT FOR CATASTROPHIC EVENT DEBRIS REMOVAL SERVICES, made and entered into the ____ day _____, 20__ by and between the City of Pharr hereinafter referred to as "CITY" and having its principal place of business at 118 S.Cage, Po Box 1729, Pharr TX 78577 AND Ceres Environmental Services, Inc., hereinafter referred to as "CONTRACTOR" and having its principal place of business at 6968 Professional Parkway E, Sarasota FL 34240.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for catastrophic Event Debris Removal Services dated, September 25th 2015 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for the clean-up, demolition, removal, reduction and disposal of debris so as to provide CITY disaster recovery assistance on an as-needed basis pursuant to Request for Proposals numbered; Bid No: 1415-01-517-0022 and

WHEREAS, CITY and CONTRACTOR desire to modify the Agreement so as to extend the term.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL CONVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of September 25, 2018. As modified, said term shall terminate on the 25th day of September, 2018.

IN WITNESS WHEREOF this extension of Agreement for Disaster Debris Clearance and Removal Services has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this ____ day of _____, 20__ by the CITY of Pharr.

CITY OF PHARR

By: _____

By: _____

Title: Mayor

Attest:

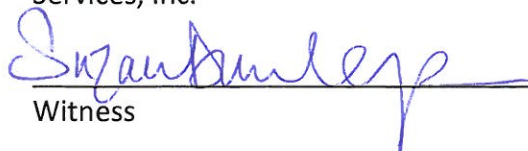
DATED this 16TH day of June, 2017 by Ceres Environmental Services, Inc.

CERES ENVIRONMENTAL SERVICES, INC

By: 

Title: Director of Administration

Witness as to execution on
Behalf of Ceres Environmental
Services, Inc.


Witness

Suzan Dunlop
Print Name



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: June 26, 2017

MEETING DATE: July 3, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to enter and negotiate a contract with Halff Associates, Inc. for the FY16 Donations Acceptance Program (DAP)-Pharr LPOE Cargo Inspection Dock & Cold Inspection Facility Expansion and Agriculture Lab & Training Center Facility Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization of the Pharr International Toll Bridge Board on approving the City Manager to enter and negotiate a contract for Professional Engineering and Architectural Services with Halff Associates Inc. for the FY16 Donations Acceptance Program (DAP)-Pharr LPOE Cargo Inspection Dock & Cold Inspection Facility Expansion and Agriculture Lab & Training Center Facility Project.

Financial Consideration: Pending Approval

Staff Recommendation: Staff recommends approval and authorization to enter and negotiate a contract with Halff Associates, Inc. for Professional Engineering and Architectural Services for the FY16 Donations Acceptance Program (DAP)-Pharr LPOE Cargo Inspection Dock & Cold Inspection Facility Expansion and Agriculture Lab & Training Center Facility Project.

Alternatives: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 06/26/2017
Approved - 06/26/2017
Approved - 06/28/2017
Approved - 06/28/2017
Final Approval - 06/28/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on contract with XOANA for Road Signs and small Billboards in Reynosa.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On June 21, 2017, the Bridge Board approved the contract with XOANA for Road signs and small Billboards in Reynosa.

Financial Consideration: \$595 monthly for a 3 year contract total of \$21,420.

Staff Recommendation: Authorization to continue service with XOANA for Road signs and small Billboards in Reynosa, which will expire on July 2017.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 06/27/2017

Luis Bazan

Approved - 06/27/2017

Karla Moya

Approved - 06/27/2017

Patricia Rigney

Approved - 06/27/2017

City Management Office

Final Approval - 06/28/2017

PROPERTY AND DISPLAY LEASING AGREEMENT

This agreement is entered into between **CITY OF PHARR, TEXAS** ("City"), and **XOANA ENTERTAINMENT COMPANY, INC.** ("OWNER") cumulatively known as "Parties."

The parties agree that Owner shall provide its corporate formation filings, deed records, and financial records pertaining to the terms of this agreement and property and equipment ownership, as well as, any resolutions and minutes authorizing approval of the terms and conditions contained within this agreement. In consideration of the mutual covenants and agreements, and other good and valuable consideration, Owner leases to City the following, Road signs as described in Exhibit "A" attached hereto.

ARTICLE 1.

TERM

§ 1.01. The term of usage is for a three (3) year term, beginning on the 1st day of August, 2017 and expiring on the 31st day of August 2020.

§ 1.02. The Parties may extend the term of this agreement beyond the expiration date.

§ 1.03 This agreement may be terminated by either party upon thirty (30) days written notice. Should either party deliver the other written notice of termination, all obligations shall cease; however, any pre-paid consideration shall be returned to City.

ARTICLE 2.

CONSIDERATION

§ 2.01 City and Owner have agreed that City will pay Owner twenty-one thousand four hundred twenty dollars (\$21,420) for use of property and display of promotional materials at a rate of \$595.00 monthly for continued and uninterrupted use of the property and displays.

§ 2.02 The first month payment shall be due and payable upon the execution of the agreement. The remaining payments shall be made no later than the 5th day of each month.

ARTICLE 3.

USE

§ 3.01 Owner shall provide City with the installation and display of panoramic advertising, signaling, television productions, and advertising space in various forms of media. Owner shall also display and market the City on 14 bulletin boards, 5 ads with surface of 6.23 x 2.46 ft., 2 ads with surface 5.41x1.96 ft., 6 ads with surface of 4.26 x 1.31 ft., and 1 ad with surface 5.41 x 10.0 ft. within Reynosa Tamaulipas, Mexico. See Exhibit "A"

§ 3.02 Owner shall maintain the uninterrupted view of City's marketing, signaling, television productions, and advertising space at all times. Owner shall be responsible for transmission of the signaling at all times.

§ 3.03 The agreement with Owner shall be used to further the City's marketing and promotion of the transportation traveling to and from Pharr and Mexico through the Pharr-Reynosa International Bridge.

§ 3.04 Should applicable laws or regulations require the relocation or removal of the advertising, signaling, television productions, and advertising space, Owner shall allow City and its representatives to assist and determine the location and placement of the advertising, signaling, television productions, and advertising space. Should removal of the advertising, signaling, television productions, and advertising space be required by applicable laws or regulations, City shall be fully refunded all consideration that may have been pre-paid.

§ 3.05 Owner further agrees and stipulates that neither it nor any agent, employee, or representative shall disclose or share any information or materials obtained from City or in furtherance of this agreement with any person or third party including but not limited to any other domestic or foreign municipality unless authorized by City.

ARTICLE 4.

MISCELLANEOUS

Notices and Addresses

All notices required under this lease may be given by Certified Return Receipt Mail, addressed to the property party, at the following addresses, or alternatively by-email:

City: CITY OF PHARR
118 S. Cage, Pharr, Texas 78577

Owner: XOANA ENTERTAINMENT COMPANY, INC.,
106 Kimberly, Mission, Texas 78572

Notices are effective when received. Either party may change the address or fax number to which notices are to be sent by sending written notice of the new address number to the other party in accordance with the provisions of this section.

Parties Bound

This agreement binds, and inures to the benefit of, the parties to this usage agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

Texas Law to Apply

This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Hidalgo County, Texas. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Hidalgo County, Texas in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

Legal Construction

If anyone or more of the provisions in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

Prior Agreements Superseded

This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Amendment

No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Force Majeure

Neither City nor Owner are required to perform any term or covenant in this agreement as long as performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within their control and that City and Owner, by exercising due diligence and by paying money, cannot prevent or overcome, in whole or part.

Time of Essence

Time is of the essence of this agreement.

The undersigned Landlord and Tenant execute this agreement

On this the ____ day of _____, 20 ____ .

City: **City of Pharr, Texas**

By: _____
City of Pharr, Texas

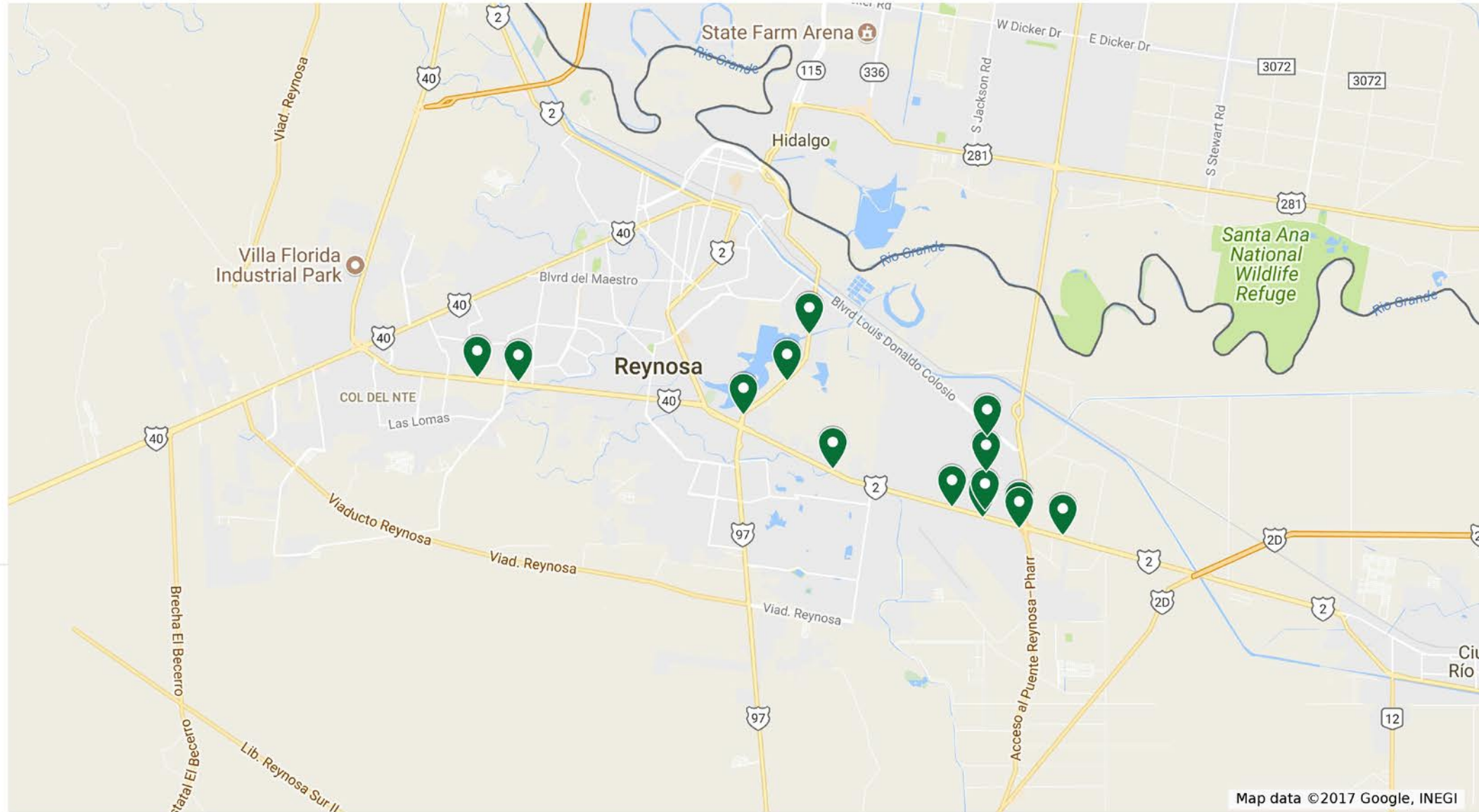
OWNER: **XOANA ENTERTAINMENT COMPANY, INC.**

By: _____
Myriam M. Cantú

UBICACIONES PRIMER PROYECTO DE PHARR

Pharr

- 📍 Anuncio 1
- 📍 Anuncio 2
- 📍 Anuncio 3
- 📍 Anuncio 4
- 📍 Anuncio 5
- 📍 Anuncio 6
- 📍 Anuncio 7
- 📍 Anuncio 8
- 📍 Anuncio 9
- 📍 Anuncio 10
- 📍 Anuncio 11
- 📍 Anuncio 12
- 📍 Anuncio 13
- 📍 Anuncio 14





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.G.

DATE SUBMITTED: June 27, 2017

MEETING DATE: July 3, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on contract with UT-RGV for Trade Dashboard and Annual Report for the Pharr International Bridge.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On June 21, 2017, the Bridge Board approved the contract with UT-RGV for Trade Dashboard and Annual Report for the Pharr International Bridge.

Financial Consideration: \$9,500.

Staff Recommendation: Authorization to contract UT-RGV for Trade Dashboard and Annual Report for the Pharr International Bridge. This will allow for a detailed report of commodities that cross thru this International Bridge.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 06/27/2017

Luis Bazan

Approved - 06/27/2017

Karla Moya

Approved - 06/27/2017

Patricia Rigney

Approved - 06/27/2017

City Management Office

Final Approval - 06/28/2017

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “**Contract**”) is entered into effective _____, 2017 (“**Effective Date**”), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: City of Pharr, a local government of the State of Texas

Performing Party: The University of Texas Rio Grande Valley, an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to: (1) develop a web-based trade dashboard that would highlight monthly export and import trade data trends at the Pharr International Bridge; and (2) produce an annual report of commodities being exported and imported at the Pharr International Bridge (the “**Project**”).

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (“**services**”):

Task 1: Create a Trade Dashboard for Exports and Imports

The Data and Information Services Center at Performing Agency will create a web-based trade dashboard of key export and import data using Tableau, a software for creating data visualizations that can be published to the web for public viewing. The dashboard will feature a trend analysis of exports and imports, the top commodities being exported and imported, and trend analysis of the top commodities being exported and imported, along with other trade data. A link will be created that can be emailed or posted to social media, and computer code will be generated to embed the trade dashboard in a website to allow users to view the dashboard. The dashboard will be updated on a monthly basis as trade data is released.

Task 2: Create Annual Trade Report

The Data Information Service Center at Performing Agency will create and provide an annual report of commodities being exported and imported through the Pharr International Bridge. The report will include the total dollar value of exports and imports, the top commodities being exported and imported, trend analysis of the top commodities being exported and imported, and include an executive summary of the trends. The report will be 5 to 10 pages in length and will include color charts and tables. The annual report will be provided in Word and PDF format.

Timeline

	Annually	4 to 6 weeks
Task 1: Create a trade dashboard of exports and imports		X
Task 2: Create and provide annual trade report	X	

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Section 11.157, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

The total amount of this Contract is \$9,500.

PAYMENT:

Receiving Party will remit payment to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*, as follows:

For the delivery of Task 1: \$7,000

For the delivery of Task 2: \$2,500

Payment made under this Contract (1) are based on cost recovery, (2) will fairly compensate Performing Party for the services performed under this Contract, and (3) will be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on **June 30, 2018**.

CONFIDENTIAL INFORMATION:

The Receiving Party may wish to disclose confidential information to Performing Party in connection with work contemplated under this Contract ("Confidential Information"). Performing Party will use reasonable efforts to prevent the disclosure of Receiving Party's Confidential Information to third parties for a period of three (3) years after the termination of this Contract, provided that the Performing Party's obligation shall not apply to information that:

- a. is not disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure;
- b. is disclosed in any other manner and not summarized in a memorandum mailed to Performing Party and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
- c. is already in the Performing Party's possession at the time of disclosure;
- d. is or later becomes part of the public domain through no fault of the Performing Party;
- e. is received from a third party having no obligations of confidentiality to the Receiving Party;
- f. is independently developed by the Performing Party without use of the Confidential Information;
- or
- g. is required by law or regulation to be disclosed.

In the event that information is required to be disclosed pursuant to subsection (g), Performing Party will notify Receiving Party to allow that Receiving Party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: Luis Bazan
Bridge Director
Pharr International Bridge
9900 S. Cage Blvd.
Pharr, TX 78577

with copy to: Patricia Rigney
City Attorney
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

If to Performing Party: The University of Texas Rio Grande Valley
Division of Research, Innovation and Economic Development
ATTN: SPONSORED PROGRAMS – POST AWARD

1201 West University Drive
Edinburg, TX 78539

with copy to:

Michael Uhrbrock
michael.uhrbrock@utrgv.edu

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as follows:

Luis Bazan
Bridge Director
Pharr International Bridge
9900 S. Cage Blvd.
Pharr, TX 78577
Luis.bazan@pharr-tx.gov

with copy to:

Patricia Rigney
City Attorney City of Pharr
118 S. Cage Blvd. Pharr, TX 78577
Patricia.rigney@pharr-tx.gov

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in

respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

[The rest of this document left blank intentionally. Signature page will follow.]

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

By: Dr. Ambrosio "Amos" Hernandez
Title: City Mayor

Date: _____

PERFORMING PARTY:

By: Juan M. Sanchez, Ph.D.
Title: Interim Sr. VP for Research, Innovation
and Economic Development

Date: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.H.

DATE SUBMITTED: June 28, 2017

MEETING DATE: July 3, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan

Agenda Item: Consideration and action, if any, on project Monday.

Classification: Closed Session

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

Exclude Material from Public Packet? Yes

Reason:

Issue: Item will be discussed in closed session.

Financial Consideration:

Staff Recommendation: Pending legal review

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 06/28/2017
Approved - 06/28/2017
Final Approval - 06/29/2017