

**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., 2<sup>ND</sup> FLOOR, PHARR, TEXAS  
COMMENCING AT 4:00 PM ON  
TUESDAY, SEPTEMBER 4, 2018**

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

**1. CALL TO ORDER:**

- A) Roll call and possible action on the excusing of any absent member of the governing body.
- B) Pledge of Allegiance/Invocation.

**2. PROCLAMATIONS :**

- A) Proclamation Proclaiming National Day of Remembrance for Murder Victims.
- B) Proclamation proclaiming Hunger Action Month.

**3. 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.*

C) **PUBLIC HEARING:** Solicitation of comments on Budget Fiscal Year 2018-2019. (FINANCE)

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

A) City Engineer's Report.

B) City Events of Interest.

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

A) Approval of Minutes for August 8, 2018 to August 19, 2018 Budget Workshop; and August 13, 2018 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and approval, if any, on Hold Harmless Agreement between City of Pharr and PSJA ISD for use of empty fields north of Liberty Middle School to be used as launch site for live fireworks display for City of Pharr Salute to Veterans on Saturday, November 10, 2018. (EVENTS CENTER)

C) Consideration and action request from PSJA ISD to waive rental fees of the Pharr Events Center for Wednesday, September 12, 2018 for the 24th Annual Bright Summer Reader Program. (EVENTS CENTER)

D) Consideration and action on request from St. Margaret Mary Catholic Church to close the 100 block of West Juarez between Cage Blvd. and Aster Street for their Annual Church Festival/Jamaica on Saturday, October 6, 2018 and Sunday, October 7, 2018 from 4:00 p.m. to 10:00 p.m. (ADMINISTRATION)

E) Consideration and action authorizing City Manager to advertise for Request for Proposals for Insurance Coverage and Third Party Claims Adjusting for Self-Funded Workers Compensation. (HR)

F) Consideration and action authorizing City Manager to advertise for formal sealed bids for Pick-up of Used Tires and Scrap Removal Services. (PUBLIC WORKS)



G) Consideration and action authorizing City Manager to advertise for formal sealed bids for a Supply Contract for Purchase of Tires. (PUBLIC WORKS)

H) Consideration and action authorizing City Manager to advertise for formal seal bids for a Fleet Tire Repair Service Contract. (PUBLIC WORKS)

I) Consideration and action on Development Services Cases:

1. Red Robin Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 409 South Jackson Road. **CUP#030747**

## **REGULAR AGENDA - OPEN SESSION:**

### **6. ORDINANCES AND RESOLUTIONS:**

A) Consideration and action, if any, on Ordinance creating the Public Safety Communications Advisory Committee and setting By-Laws. **(2nd Reading)** (COMMUNICATIONS)

B) Consideration and action, if any, on Ordinance setting forth the purpose of establishing a curfew for Minors. **(2nd Reading)** (POLICE)

C) Consideration and action, if any, on Ordinance amending Ordinance O-2017-42 (Acquisition, Disposition, and/or Use of City Property), by adding a small cell design manual. **(Adoption in First Reading)** (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Resolution approving and adopting a Mission, Vision and Core Values Statement for the City of Pharr. (ADMINISTRATION)

### **7. ADMINISTRATIVE:**

A) Presentation of Proposed Budget FY 2018-2019. (FINANCE)

B) Consideration and action, if any, on proposed golf course rates for FY 2018-2019. (PARKS)

C) Consideration and action, if any, on selection of qualified firms to provide Construction Material Testing and Geotechnical Engineering Services for Construction Projects (Project No. 1718-01-528-S016-187). (ENGINEERING)

D) Consideration and action, if any, on selection of qualified firms to provide Professional Surveying Services (Project No. 1718-01-528-S014-255). (ENGINEERING)

E) Consideration and action, if any, on selection of qualified firms to provide Professional Architectural Services (Project No. 1718-01-528-S017-244). (ENGINEERING)

F) Consideration and action, if any, authorizing City Manager to solicit a scope and fee proposal from an engineering firm to provide full-time on-site Construction Management Services for the FY 15 DAP Pharr LPOE-Northbound Lanes Expansion and 2nd BSIF Exit Project. (ENGINEERING)

G) Consultation with the Board of Commissioners on review of the City's Organizational Structure. (ADMINISTRATION)

## **8. CONTRACTS/AGREEMENTS:**

A) Consideration and approval, if any, on agreement with Pyro Shows of Texas for fireworks display for the City of Pharr Salute to Veterans on Saturday, November 10, 2018 (Project #1718-65-510-IPQ043-001). (EVENTS CENTER)

B) Consideration and action, if any, authorizing City Manager to terminate contract negotiations with Garver, LLC and negotiate and enter into contract with another qualified firm for Professional Engineering Services for the Expressway Tank Rehabilitation Project. (Project #1718-60-582-S011-001) (ENGINEERING)

C) Consideration and action, if any, on Donation Acceptance Agreement (DAA) with the United States Government for the Pharr/Reynosa International Bridge- Northbound Lanes Expansion and 2nd Exit to Border Safety Inspection Facility Project. (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to amend 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. (Project #1617-01-528-0081B) (ENGINEERING)

E) Consideration and action, if any, authorizing City Manager to accept the proposal from Alvarado Architects & Associates, Inc. for design services (architectural and structural) for City of Pharr Monumental Sign. (Project #1718-01-522-IPQ042-001) (PARKS)



F) Consideration and action, if any, on Policing Agreement between the City of Pharr and P-SJ-A Independent School District for the "School Resource Officer Program" 2018-2019. (POLICE)

G) Consideration and action, if any, on K9 Policing Agreement between City of Pharr and P-SJ-A Independent School District for K9 services for 2018-2019. (POLICE)

H) Consideration and action, if any, on Access Easement and Release Agreement with Idea Public Schools & Boys and Girls Club of Pharr. (LEGAL)

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

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.

AGENDA REGULAR MEETING  
September 4, 2018

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

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

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

**11. ADJOURNMENT:**

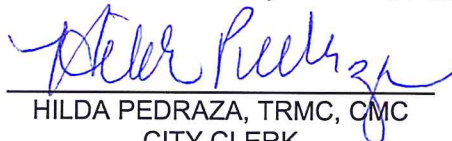
**NOTICE OF ASSISTANCE AT THE PUBLIC MEETING**

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext. 1003/1007 or FAX 956/702-5313 or E-mail [hilda.pedraza@pharr-tx.gov](mailto:hilda.pedraza@pharr-tx.gov) or [imelda.barrera@pharr-tx.gov](mailto: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](http://www.pharr-tx.gov). This Notice was posted on the 31st day of August, 2018 at 5:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



**WITNESS MY HAND AND SEAL, this 31st day of August, 2018 .**

  
HILDA PEDRAZA, TRMC, CMC  
CITY CLERK

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

\_\_\_\_\_  
Title: \_\_\_\_\_



# **The Rio Grande Valley Families & Friends Of Murdered Children, Inc.**

**"For those who have died by homicide forever in our hearts and seeking justice"**

**Robert Garcia, President • Phone: (956) 566-2036 • E-mail: [RGVPOMC@msn.com](mailto:RGVPOMC@msn.com)  
• [www.rgvffomc.com](http://www.rgvffomc.com) • Mail Address: 3105 White Wing Ave., TX 78539**

08/17/2018

Attn: Honorable Mayor  
Dr. Ambrosio Hernandez  
City of Pharr  
118 S. Cage Blvd  
Pharr, TX 78577

RE: Proclamation Support  
September 25th National Day of Remembrance for Murder Victims

Dear Honorable Mayor Hernandez:

National Parents Of Murdered Children (POMC) established September 25th as a National Day of Remembrance for Murder Victims as a result of unanimously passed resolutions by the U.S. Senate on October 16, 2007 (S. Res. 326), and the U.S. House of Representatives on May 14, 2007 (H. Res. 223) to honor the memory of victims who have been killed by violence and acknowledging the resulting long-term trauma for families, communities, and the Nation is an essential way of promoting public awareness.

As a local contact person for National POMC, you Dr. Hernandez, Mayor would honor us, by issuing a city proclamation to commemorate 2018 September 25<sup>th</sup> National Day of Remembrance for Murder Victims in the City of Pharr. We have enclosed/attached sample language for your consideration in drafting a proclamation.

Your proclamation is an essential component of these efforts to educate Homicide Survivors and the public about resources for victim assistance and rights, advocacy and community safety. The theme for this event is "Find Strength in unity, Love in fond memories and Hope in the future."

We appreciate your consideration of our request and know that Mayor Hernandez proclamation will enhance our efforts to promote our 6<sup>th</sup> Annual September 25<sup>th</sup> as a National Day of Remembrance for Murder Victims.

Sincerely,

Robert Garcia, MS

ENCLOSURE/ATTACHMENT: Sample Proclamation Language





## CITY OF PHARR

### PROCLAMATION

WHEREAS, the National Parents Of Murdered Children (POMC) established September 25th as a National Day of Remembrance for Murder Victims as a result of unanimously passed resolutions by the U.S. Senate on October 16, 2007 (S. Res. 326), and the U.S. House of Representatives on May 14, 2007 (H. Res. 223);

WHEREAS, POMC believes that honoring the memory of victims who have been killed by violence and acknowledging the resulting long-term trauma for families, communities, and the Nation is an essential way of promoting public awareness and remembering our loved ones;

WHEREAS, POMC Chapters, Contact Persons, and organization such as the Rio Grande Valley-Families and Friends Of Murdered Children, Inc., will be holding an event to commemorate the Day of Remembrance for Murder Victims on Sunday, September 25, 2018;

WHEREAS In 2017, there were an estimated 17,250 homicides nationwide of which the Hidalgo County experience 34 homicides. One Murder every 33.5 minutes in the United States and Texas One Murder every 6 hours;

WHEREAS The murder of a loved one robs their family of a mother, father, sister, brother, son, daughter, husband, wife, partner, grandparent, aunt, uncle, extended family member, friend, neighbor or colleague, and creates an overwhelming challenge to fill the void that their absence creates;

WHEREAS, Survivors of homicide victims are in need of specific and targeted intervention in the aftermath of the homicide, which starts with death notification and goes far beyond the burial and in some cases the trial;

WHEREAS Survivors of homicide use their tragedies to tell stories of pain and anger inflicted by a homicide. They have rejected paths of retaliation, shame, and isolation and instead lean toward learning and teaching lessons of compassion and peace;

WHEREAS, Survivors of homicide victims want their murdered children to be valued, regardless of the circumstances surrounding their deaths, and their surviving children to grow up in a safe environment, recognized for their human worth rather than as statistics waiting to happen;

WHEREAS, Throughout the year and particularly during the holidays, anniversary's and birthdays, survivors of homicide victims experience overwhelming grief, isolation, and despair; and

WHEREAS, Survivors of homicide victims transform their pain and anger into power and action; by honoring the memory of their loved ones affected by homicide. Through leadership, grief support and advocacy, survivors are reducing violence and promoting prevention and policy change on a local, state and national level and;

Now, Therefore, I, Mayor Dr. Ambrosio Hernandez, City of Pharr do at this moment proclaim September 25, 2018, as:

**National Day of Remembrance For Murder Victims**

And we urge all the citizens of Hidalgo County and to join us for the 6<sup>th</sup> Annual Candlelight Vigil "Find Strength in unity, Love in fond memories and Hope in the future," be held at the Pharr Event Center located at 3000 N. Cage, Pharr, TX 78577 at 6:00pm to 9:00pm take cognizance of this event and participate fittingly in its observance.

We reaffirmed this City commitment to respect and enforce victims' rights and express appreciation for those homicide survivors who have turned their tragedy into a motivating force to improve our response to homicide survivor's family left behind and built a more just community.

|       |           |
|-------|-----------|
| _____ | Signature |
| _____ | Date      |

## PROCLAMATION

WHEREAS, the Hunger Action Month is celebrated and observed from September 1<sup>st</sup> through September 30<sup>th</sup>; and

WHEREAS, the Hunger Action Month provides fun and educational activities and education for the citizens of the City of Pharr and communities in the Mid-Valley; and

WHEREAS, the Hunger Action Month is hosted at the Food Bank of the Rio Grande Valley, Inc. and works to educate families from the City of Pharr on self-sustainability by learning to grow their own food and providing a market place to sell fruits and vegetables; and

WHEREAS, the Food Bank of the Rio Grande Valley, Inc., the 4<sup>th</sup> largest food bank in the state of Texas feeding up to 64,000 individuals per week via 275 Partner Agencies, operating in the City of Pharr and contributes to the health, well-being and quality of life of the community of Pharr; and

WHEREAS, it is the 13<sup>th</sup> Empty Bowls Luncheon, being held at the Pharr Events Center, in Pharr, Texas on September 18<sup>th</sup>, during Hunger Action Month; and

WHEREAS, the good health and well-being of the residents of the City of Pharr are enhanced as a direct result of Hunger Action Month and the Food Bank of the Rio Grande Valley, Inc.;

Now, Therefore, Do I,  
Ambrosio “Amos” Hernandez, Mayor of the City of Pharr,  
Hereby Proclaim September 2018 Hunger Action Month in the City of Pharr.





## **AGENDA MEMORANDUM**



**BOARD:** City Commission

**AGENDA ITEM #:** 3.A.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** PUBLIC COMMENTS

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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**ROUTING:**

Hilda Pedraza

Created/Initiated - 08/28/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 3.B.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** Public Hearing on Development Services Cases

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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**ROUTING:**

Hilda Pedraza

Created/Initiated - 08/28/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 3.C.

**DATE SUBMITTED:** August 23, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Finance

**DIRECTOR:**

**Agenda Item: PUBLIC HEARING:** Solicitation of comments on Budget Fiscal Year 2018-2019.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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### **ROUTING:**

Hilda Pedraza  
Karla Moya  
City Management Office

Created/Initiated - 08/23/2018  
Approved - 08/28/2018  
Final Approval - 08/31/2018

August 22, 2018

**LEGAL NOTICE**

**CITY OF PHARR  
BUDGET PUBLIC HEARING**

**This budget will raise more total property taxes than last year's budget by \$466,637 or 2.4 % increase, and of that amount, \$361,150 is tax revenue to be raised from new property added to the tax roll this year.**

You are hereby notified that the proposed General, Special Revenue, Capital Project, Debt Service, Internal Service, and Enterprise funds, as well as TIRZ, No. 1 and No. 2, PHFC, PHFC Jackson Place Apartments and Economic Development funds' budgets for the City of Pharr, Texas, for year ending September 30, 2019 were filed by the City Manager with the City Clerk on the 22 day of August, 2018 and same has been and will be available for public inspection at all reasonable times.

The Board of Commissioners of the City of Pharr, Texas has ordered the Budget Hearing to be held on Tuesday, September 4, 2018 at 4:00 p.m. at Pharr City Hall, City Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

All interested citizens of Pharr, Texas are urged to attend said hearing and present their views and suggestions. Persons desiring to speak during the public hearing shall sign in with the City Clerk prior to the scheduled public hearing. (Ordinance No. O-2015-28)

City of Pharr

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Hilda Pedraza, City Clerk

Posted: August 21, 2018

Published in the Advance News on August 22, 2018.



## **Design Phase**

- ☐ **PSJA Tri-City Pedestrian Safety Improvements Projects**
- ☐ **Pharr Pedestrian Connections**
- ☐ **Hi-Line Road Improvements From Jackson Rd to Veterans Rd (I-Road)**
- ☐ **Anaya Road Improvements From US 281 (Cage Blvd) to Veterans Rd (I-Road)**
- ☐ **W. Las Milpas Rd. Reconstruction**
- ☐ **Thomas Rd. Intersection Widening**
- ☐ **Downtown Pharr Lights (Polk to IH-2)**
- ☐ **Downtown Park**
- ☐ **Renovations of Jose "Pepe" Salinas Civic Center**
- ☐ **559 FY 15 DAP-Pharr-Reynosa Intl. Br. Northbound Lane and 2nd BSIF Exit**
- ☐ **559 FY 16 DAP-Pharr-Reynosa Intl. Br. (Dock Expansion, Cold Inspection Facility, & Ag Training Center & Lab)**
- ☐ **Bridge Facility Expansion & Toll Booth Improvements.**
- ☐ **Utility Relocation for Hike & Bike Tunnel under Veterans.**
- ☐ **St. Jude Overflow Parking**
- ☐ **Fire Station No. 1**

## **Construction Phase**

- ☐ **Eldora Elevated Storage Tank Improvements**
- ☐ **Pharr Nature and Birding Center**
- ☐ **Allen & William Arnold Park**
- ☐ **Dr. Long Park**
- ☐ **Fire Station No. 4**

## DESIGN PHASE

|                         |                                                                                                                                                                                                                                                       |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Name:</b>    | PSJA Tri-City Pedestrian Safety Improvements Project                                                                                                                                                                                                  |
| <b>Design Engineer:</b> | City of Pharr Engineering Department.                                                                                                                                                                                                                 |
| <b>Description:</b>     | Construction of approximately 27,784 square yards of concrete sidewalks within the Cities of Pharr, San Juan & Alamo to make linkages to surrounding cities, schools, neighborhoods, public parks by extending sidewalks and closing gaps in service. |
| <b>Status:</b>          | Coordinating with TXDOT to finalize the Advance Funding Agreement. Survey for the Project is approximately 100% Complete. Design is 80% Complete                                                                                                      |
|                         |                                                                                                                                                                                                                                                       |
| <b>Project Name:</b>    | Pharr Pedestrian Connections                                                                                                                                                                                                                          |
| <b>Design Engineer:</b> | City of Pharr Engineering Department.                                                                                                                                                                                                                 |
| <b>Description:</b>     | The Project will provide pedestrians in the City of Pharr with facility improvements that will address the needs of seniors and persons with disabilities                                                                                             |
| <b>Status:</b>          | Staff has begun the design                                                                                                                                                                                                                            |
|                         |                                                                                                                                                                                                                                                       |
| <b>Project Name:</b>    | Hi-Line Road Improvements From Jackson to Veterans                                                                                                                                                                                                    |
| <b>Design Engineer:</b> | S&B Infrastructure, Ltd.                                                                                                                                                                                                                              |
| <b>Description:</b>     | Approximately 2.3 miles of roadway improvements from Jackson Rd to Veterans Rd.                                                                                                                                                                       |
| <b>Status:</b>          | Coordinating with TXDOT to finalize the Advance Funding Agreement and Working on the Environmental and Final Alignment Selection.                                                                                                                     |

## DESIGN PHASE

|                         |                                                                                                         |
|-------------------------|---------------------------------------------------------------------------------------------------------|
|                         |                                                                                                         |
| <b>Project Name:</b>    | Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)                                |
| <b>Design Engineer:</b> | S&B Infrastructure, Ltd.                                                                                |
| <b>Description:</b>     | Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)      |
| <b>Status:</b>          | Project On-Hold                                                                                         |
|                         |                                                                                                         |
| <b>Project Name:</b>    | W. Las Milpas Rd. Reconstruction                                                                        |
| <b>Design Engineer:</b> | R. Gutierrez Engineering                                                                                |
| <b>Description:</b>     | Reconstruction of W. Las Milpas Road                                                                    |
| <b>Status:</b>          | Staff is working on acquiring the additional right of way needed. Design is approximately 100% Complete |
|                         |                                                                                                         |
| <b>Project Name:</b>    | Thomas Rd. Intersection Widening                                                                        |
| <b>Design Engineer:</b> | R. Gutierrez Engineering.                                                                               |
| <b>Description:</b>     | Widening of the Thomas Road Intersections at Cage Blvd. and Jackson Rd.                                 |
| <b>Status:</b>          | Design is 100% Complete and is currently out for bids                                                   |
|                         |                                                                                                         |
| <b>Project Name:</b>    | Downtown Pharr Lights (Polk to IH-2)                                                                    |
| <b>Design Engineer:</b> | City of Pharr Engineering Department.                                                                   |
| <b>Description:</b>     | Installation of decorative street lights from Polk St. to IH-2                                          |
| <b>Status:</b>          | A purchase requisition has been issued for the electrical conduit.                                      |
|                         |                                                                                                         |
| <b>Project Name:</b>    | Downtown Park                                                                                           |
| <b>Design Engineer:</b> | City of Pharr Engineering Department.                                                                   |
| <b>Description:</b>     | A new City Park adjacent to City Hall                                                                   |
| <b>Status:</b>          | Design has begun on the South side of the downtown park                                                 |
|                         |                                                                                                         |

## DESIGN PHASE

|                          |                                                                                                                                      |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Name:</b>     | Renovations of Jose "Pepe" Salinas Civic Center                                                                                      |
| <b>Design Architect:</b> | Diseño                                                                                                                               |
| <b>Description:</b>      | Renovations of an approximately 16,000 s.f. facility                                                                                 |
| <b>Status:</b>           | Bids open Friday August 31,2018                                                                                                      |
|                          |                                                                                                                                      |
| <b>Project Name:</b>     | 559 FY 15 DAP- Pharr Reyonsa Intl. Br. Northbound lane and 2nd BSIF Exit                                                             |
| <b>Design Engineer:</b>  | TEDSI/Hallf Associates                                                                                                               |
| <b>Description:</b>      | Addition on 2 northbound lanes and a 2nd BSIF Exit.                                                                                  |
| <b>Status:</b>           | Design is at 100% completion. Currently under review by CBP, GSA, and TXDOT. Pending Execution of the Donations Acceptance Agreement |
|                          |                                                                                                                                      |
| <b>Project Name:</b>     | 559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)                    |
| <b>Design Engineer:</b>  | Hallf Associates                                                                                                                     |
| <b>Description:</b>      | Construcion of a dry Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab                                        |
| <b>Status:</b>           | Design is at 70% Completion. Under Review by GSA, CBP                                                                                |
|                          |                                                                                                                                      |



## DESIGN PHASE

|                         |                                                                                                                                                       |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Name:</b>    | Bridge Facility Expansion & Toll Booth Improvements.                                                                                                  |
| <b>Design Engineer:</b> | The Warren Group                                                                                                                                      |
| <b>Description:</b>     | Renovation and Expansion of the existing Bridge Building Facility                                                                                     |
| <b>Status:</b>          | Project is to be Re-Bid                                                                                                                               |
|                         |                                                                                                                                                       |
| <b>Project Name:</b>    | Utility Relocation for Hike & Bike Tunnel under Veterans.                                                                                             |
| <b>Design Engineer:</b> | S&GE                                                                                                                                                  |
| <b>Description:</b>     | Design of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road |
| <b>Status:</b>          | Notice to Proceed was issued on July 30th 2018                                                                                                        |
|                         |                                                                                                                                                       |
| <b>Project Name:</b>    | St. Jude Overflow Parking                                                                                                                             |
| <b>Design Engineer:</b> | City of Pharr Engineering Department.                                                                                                                 |
| <b>Description:</b>     | Construction of an overflow parking on the property adjacent to St. Jude Catholic Church. Size of Parking lot is approximately 2 acres.               |
| <b>Status:</b>          | Design is complete. Staff is working with Public Works on the construction of the new parking lot.                                                    |
|                         |                                                                                                                                                       |
| <b>Project Name:</b>    | Fire Station No. 1                                                                                                                                    |
| <b>Design Engineer:</b> | The Warren Group                                                                                                                                      |
| <b>Description:</b>     | Design of a new Fire Station No. 1 located on FM 495 and Knights Dr.                                                                                  |
| <b>Status:</b>          | Site Location has been finalized, and final design has begun                                                                                          |

|                                                                                                |                                           |                             |         |
|------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------|---------|
|                                                                                                |                                           |                             |         |
| <b>Project Name:</b>                                                                           | Eldora Elevated Storage Tank Improvements |                             |         |
| <b>Engineer</b>                                                                                | SG&E, LLC                                 |                             |         |
| <b>Contractor</b>                                                                              | Landmark                                  |                             |         |
| <b>Contract Amount</b>                                                                         | \$2,735,000                               | <b>Contract Time (Days)</b> | 365     |
| <b>Notice to Proceed</b>                                                                       | 4/21/2017                                 | <b>Contract Time Used:</b>  | 135.89% |
| <b>Description:</b> Build a new 1 Million Gallon Composite Elevated Storage Tank               |                                           |                             |         |
| <b>Status:</b> Construction is complete. Staff will be conducting the closeout of the project. |                                           |                             |         |
| <b>Pictures:</b>                                                                               |                                           |                             |         |
|             |                                           |                             |         |
|            |                                           |                             |         |
|                                                                                                |                                           |                             |         |

## CONSTRUCTION PHASE

|                                                                                     |                             |                             |        |
|-------------------------------------------------------------------------------------|-----------------------------|-----------------------------|--------|
| <b>Project Name:</b>                                                                | Pharr Nature Birding Center |                             |        |
| <b>Engineer</b>                                                                     | Halff Associates            |                             |        |
| <b>Contractor</b>                                                                   | Davila Construction         |                             |        |
| <b>Contract Amount</b>                                                              | \$2,390,000                 | <b>Contract Time (Days)</b> | 270    |
| <b>Notice to Proceed</b>                                                            | 2/20/2018                   | <b>Contract Time Used:</b>  | 70.74% |
| <b>Description:</b> Construction of a new park.                                     |                             |                             |        |
| <b>Status:</b> Construction is ongoing.                                             |                             |                             |        |
| <b>Pictures:</b>                                                                    |                             |                             |        |
|   |                             |                             |        |
|  |                             |                             |        |

## CONSTRUCTION PHASE

|                                                                                     |                              |                             |        |
|-------------------------------------------------------------------------------------|------------------------------|-----------------------------|--------|
| <b>Project Name:</b>                                                                | Allen & William Arnonld Park |                             |        |
| <b>Engineer</b>                                                                     | Halff Associates             |                             |        |
| <b>Contractor</b>                                                                   | Davila Construction          |                             |        |
| <b>Contract Amount</b>                                                              | \$2,200,000                  | <b>Contract Time (Days)</b> | 270    |
| <b>Notice to Proceed</b>                                                            | 2/20/2018                    | <b>Contract Time Used:</b>  | 70.74% |
| <b>Description:</b> Construction of a new Park                                      |                              |                             |        |
| <b>Status:</b> Construction is ongoing.                                             |                              |                             |        |
| <b>Pictures:</b>                                                                    |                              |                             |        |
|   |                              |                             |        |
|  |                              |                             |        |

## CONSTRUCTION PHASE

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|-------------------------------------------------------------------------------------|---------------------|-----------------------------|--------|
| <b>Project Name:</b>                                                                | Dr. Long Park       |                             |        |
| <b>Engineer</b>                                                                     | Halff Associates    |                             |        |
| <b>Contractor</b>                                                                   | Davila Construction |                             |        |
| <b>Contract Amount</b>                                                              | \$1,500,000         | <b>Contract Time (Days)</b> | 270    |
| <b>Notice to Proceed</b>                                                            | 2/20/2018           | <b>Contract Time Used:</b>  | 70.74% |
| <b>Description:</b> Construction of a new Park                                      |                     |                             |        |
| <b>Status:</b> Construction is ongoing.                                             |                     |                             |        |
| <b>Pictures:</b>                                                                    |                     |                             |        |
|   |                     |                             |        |
|  |                     |                             |        |



## CONSTRUCTION PHASE

|                                                                                      |                     |                             |        |
|--------------------------------------------------------------------------------------|---------------------|-----------------------------|--------|
|                                                                                      |                     |                             |        |
| <b>Project Name:</b>                                                                 | Fire Station No. 4  |                             |        |
| <b>Engineer</b>                                                                      | Halff Associates    |                             |        |
| <b>Contractor</b>                                                                    | Davila Construction |                             |        |
| <b>Contract Amount</b>                                                               | \$1,500,000         | <b>Contract Time (Days)</b> | 270    |
| <b>Notice to Proceed</b>                                                             | 2/20/2018           | <b>Contract Time Used:</b>  | 70.74% |
| <b>Description:</b> Construction of a new Fire Station in South Pharr                |                     |                             |        |
| <b>Status:</b> Construction is ongoing.                                              |                     |                             |        |
| <b>Pictures:</b>                                                                     |                     |                             |        |
|    |                     |                             |        |
|  |                     |                             |        |
|                                                                                      |                     |                             |        |





## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 4.B.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** City Events of Interest.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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**ROUTING:**

Hilda Pedraza

Created/Initiated - 08/28/2018



## **AGENDA MEMORANDUM**



**BOARD:** City Commission

**AGENDA ITEM #:** 5.A.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Juan Guerra

**Agenda Item:** Approval of Minutes for August 8, 2018 to August 19, 2018 Budget Workshop; and August 13, 2018 Regular Called Meeting.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Minutes for budget workshop held August 8-10, 2018 and regular meeting held on Monday, August 13, 2018.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

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### **ROUTING:**

Hilda Pedraza  
City Management Office

Created/Initiated - 08/28/2018  
Final Approval - 08/31/2018

**MINUTES  
BOARD OF COMMISSIONERS  
WORKSHOP SESSION  
AUGUST 8, 2018 THRU AUGUST 10, 2018  
118 SOUTH CAGE 2<sup>nd</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Workshop Session Meeting on Wednesday, August 8, 2018 and following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Ambrosio Hernandez (Arrived @ 2:18pm)  
Mayor Pro-Tem Roberto “Bobby” Carrillo  
Comm. Eleazar Guajardo  
Comm. Ramiro Caballero  
Comm. Daniel Chavez

**BOARD OF COMMISSIONERS ABSENT:** Comm. Ricardo Medina  
Comm. Mario Bracamontes

**STAFF PRESENT:** Juan G. Guerra, City Manager  
Edward Wylie, Deputy City Manager  
Hilda Pedraza, City Clerk  
Omar Anzaldua, City Engineer  
Gary Rodriguez, Events Center Dir.  
Karla Moya, Finance Director  
Anali Alanis, HR Director  
Marissa Hernandez, Municipal Court Judge  
Leonardo Perez, Fire Chief  
Jose A. Luengo, Police Chief  
Melanie Cano, Dev. Services Dir.  
Ricardo Pedraza, Public Works Director  
Jose Villescas, Public Utilities Director  
Sergio Alanis, Parks & Rec. Director  
Adolfo Garcia, Library Director  
Raul Garza, GMCD Director  
Jose Pena, I.T. Director  
Luis Bazan, Bridge Director  
Sandra Zamora, Purchasing Dir.  
Daniel Ramirez, Communications Dir.

**CITY ATTORNEY** Patricia Rigney, City Attorney

**ITEM 1. CALL TO ORDER**

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

Mayor Pro Tem Carrillo called the meeting to order at 2:09 p.m. Roll call established a quorum.

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

**ITEM 2. ADMINISTRATIVE**

**A) WELCOMING REMARKS BY CITY MANAGER AND/OR MAYOR**

Juan G. Guerra, City Manager, welcomed everyone in attendance and stated this was the first day of the 3-day budget workshop. He briefly went over the budget process and stated the budget must be balanced as per city ordinance. He further stated the city was fiscally strong and nothing had changed.

Juan G. Guerra, City Manager, stated each department would be identifying what they have been doing based on City Commission vision and priorities.

**B) DISCUSSION OF PENDING AND/OR PROPOSED CITY PROJECTS, PROGRAMS AND INDIVIDUAL DEPARTMENTAL DIVISIONS, DUTIES, ROLES, STRUCTURE, EVALUATION; DISCUSSION OF THE FISCAL YEAR 2018-2019 THRU FISCAL YEAR 2022-2023 BUDGET FOR ALL CITY GENERALLY AND INCLUDING THE FOLLOWING ENTITIES: TAX INCREMENT REINVESTMENT ZONE (TIRZ); TAX INCREMENT REINVESTMENT ZONE II (TIRZ II); PHARR ECONOMIC DEVELOPMENT CORPORATION II (PEDC); PHARR HOUSING FINANCE CORPORATION (PHFC); PHARR HOUSING FINANCE CORPORATION JACKSON PLACE APTS.; AND PHARR PUBLIC FACILITIES CORPORATION; DISCUSSION ON CAPITAL PURCHASES, CAPITAL IMPROVEMENT PROJECTS, PERSONNEL, AND DEBT**

Juan G. Guerra, City Manager, introduced the item and called upon Jose A. Luengo, Interim Police Chief, for presentation on Police Department.

**POLICE DEPARTMENT – 2:10 p.m.**

Jose A. Luengo, Police Chief, went over the mission statement, completed goals, 2018-2019 goals, long-term goals, progressive ideas, and performance measures. He explained the organizational chart and the areas of responsibilities for Assistant Police Chiefs, Lieutenants, and Sergeants as well as the Patrol Division and Support Services Division.

Mayor Hernandez entered the meeting at this point of the agenda. The time being 2:18 pm.

Jose A. Luengo, Police Chief, stated the goals accomplished for 2017-2018 were the acquisition and implementation of a new records management system (New World

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System), acquisition of ten (10) new Chevy Tahoe units, and continued partnership with South Texas College and Excellence Center.

Mayor Hernandez mentioned the possibility of an indoor shooting range and a forensic lab at STC Regional Center and asked Chief Luengo if he was aware of the requirements. Chief Luengo responded yes and stated the facility was already Federal Law Enforcement Training Centers (FLETC) certified.

Chief Luengo further reported the new goals for 2018-2019 budget. He stated goals would be to obtain the Law Enforcement C.A.L.E.A Accreditation, replace outdated technology to improve officer safety and transparency, and increase neighborhood watch programs such as 21<sup>st</sup> Century Policing and Blue Courage.

Chief Luengo spoke about the long-term goals, which include construction of police evidence and storage building, construction of fitness facility, parking lot improvements and land development, and rebranding of police department. He further stated the progressive ideas for his department were the implementation of a motorcycle unit, a citizens' police academy, and keep schools safe.

Chief Luengo presented the performance measures for the Police Department to include crime rate statistics, traffic violations and traffic related arrests and community outreach events. Lastly, Chief Luengo reviewed the areas of concern and accomplishments.

**FIRE DEPARTMENT – 3:30 p.m.**

Leonardo Perez, Fire Chief, presented the Fire Department organizational structure chart and gave a brief overview of the administrative and training division, fire prevention, fire suppression division, and technical medic team for active shooting. He also went over the responses stating 2236 calls were received from 2017 through July 2018. Chief Perez also reported on Hidalgo County EMS percentage of calls within 8 minutes from October 2017 to May 2018 and stated the average was 93.13%.

Chief Perez presented the goals accomplished and stated Fire Station #4 was under construction and plans were in place for Fire Station #1. He stated they acquired six new AED with CDBG grant monies and acquired adult and child mannequins for CPR training. Chief Perez also mentioned they would be looking into implementing fees for inspection, re-inspection, and re-testing of plan review submittals.

Chief Perez reviewed concerns with cancer health issues to firefighters and stated they would provide annual physicals for firefighters, provide proper advance inspections, and repair of bunker gear. Other areas of concern were the replacement of

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bulletproof vest for personnel for Technical Medics and Arson Investigators, misting fans for rehab at hot environments, and SCBA Air Compressors.

Comm. Carrillo voiced his concern with firefighters carrying guns and feels they do not need guns as it might intimidate developers. Comm. Guajardo stated only Arson Investigators should be carrying guns not the regular inspectors.

**INNOVATION TECHNOLOGY – 4:11 p.m.**

Jose Pena, IT Director, went over the department's mission statement and presented the organizational structure chart. He stated he was proposing two new divisions being a system and security team and a tech support and network team.

Next, Mr. Pena explained his department's roles and responsibilities and went over the budget goals for FY18-19. He stated he was proposing a citywide computer replacement program and upgrade email system to Office 365, which was a Microsoft Govt. Cloud-based. He also proposed cyber-security training for staff and requested to consolidate software maintenance agreements.

Jose Pena, IT Director, briefly presented the project progress-infrastructure projects and application software systems.

**PUBLIC SAFETY COMMUNICATIONS – 4:45 p.m.**

Daniel Ramirez, Director of Communications/Deputy EMC, went over the mission statement of his department and roles and responsibilities. He presented the proposed organizational chart and stated the new computer aided dispatching services would seamlessly integrate police, fire, and EMS dispatching to go live on January 2019. He further stated all 9-1-1 calls would come through them and would dispatch appropriate resources with no delay in transferring calls. Lastly, he presented a layout of the new Pharr Public Safety Communications building and stated this would also serve as the Emergency Operations Center.

**MUNICIPAL COURT – 5:10 p.m.**

Marissa Carranza Hernandez, Municipal Judge/Administrator, presented the organizational structure for the Municipal Court and gave a brief overview on personnel and areas of responsibilities. She stated the Municipal Court was an independent department of the City subject to state law and justice and fairness was most the important principle of operation. Ms. Hernandez explained the court hears class C misdemeanors such as traffic and non-traffic violations (disorderly conduct, code enforcement, animal control, etc.).



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Judge Hernandez explained the various types of Class C Misdemeanors hearings held at the Municipal Court for both traffic and non-traffic. She presented the performance measures on case numbers for the last three fiscal years to current on total Class C cases filed, heard and disposed. She also explained the magistration process and presented the performance measure on average cases per day for the last three fiscal years.

Lastly, Judge Hernandez went over budget goals and areas of concern. She mentioned short-term goals included new carpet throughout the court and long-term goals included office space for a jury room, conference room and employee lounge.

**GRANTS / COMMUNITY DEVELOPMENT – 5:30 p.m.**

Raul Garza, GMCD Director, gave a brief overview of the three divisions within his department. He went over the HUD allocation and Action Plan for 2018 for non-public services and public services. He stated they collaborated with Affordable Homes and assisted nine residents, six complete reconstruction and three rehabilitation projects through the housing program. He added CDBG provided funding for Jones Box Park Phase II and would be assisting with Phase III in the upcoming year. Universal Park would be improved with CDBG funding as well.

Mr. Garza reported on the Section 108 Loan. He stated HUD had reviewed and determined needed action on this project. He stated two of six findings have been closed and four pending have met HUD's approval and would be closed. He added the program income issue had been resolved with the determination that M&O and salaries were deductible. As a result, a total savings of \$1.5 million was allowed.

Mr. Garza went over areas of concern and remedies for his department and gave an overview of grants received such as Valley Baptist Legacy Foundation Grant for Victor Garcia Park improvements, TIGER grant for bridge expansion in cold/dry docks and inspection areas, EDA Grant for the Research and Development Center, and the TP&W Grant for the Nature Park. Lastly, Mr. Garza further touched briefly on the Pharr Disaster Emergency Grant Program.

At this time being 5:54 p.m., the Board of Commission paused the meeting and would be resuming the next day. Comm. Guajardo **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

**DAY TWO OF BUDGET WORKSHOP**

The time being 9:02 a.m., the Board of Commissioners of the City of Pharr, Texas, met for day two of Workshop Session Meeting on Thursday, August 9, 2018 and the following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Ambrosio Hernandez (Arrived @ 9:42 am)  
Mayor Pro-Tem Roberto “Bobby” Carrillo  
Comm. Eleazar Guajardo  
Comm. Ramiro Caballero  
Comm. Daniel Chavez  
Comm. Ricardo Medina  
Comm. Mario Bracamontes

**BOARD OF COMMISSIONERS ABSENT:** None

**STAFF PRESENT:** Juan G. Guerra, City Manager  
Edward Wylie, Deputy City Manager  
Hilda Pedraza, City Clerk  
Omar Anzaldua, City Engineer  
Gary Rodriguez, Events Center Dir.  
Karla Moya, Finance Director  
Anali Alanis, HR Director  
Marissa Hernandez, Municipal Court Judge  
Leonardo Perez, Fire Chief  
Melanie Cano, Dev. Services Dir.  
Ricardo Pedraza, Public Works Director  
Jose Villescas, Public Utilities Director  
Sergio Alanis, Parks & Rec. Director  
Raul Garza, GMCD Director  
Adolfo Garcia, Library Director  
Jose Pena, I.T. Director  
Luis Bazan, Bridge Director  
Sandra Zamora, Purchasing Dir.  
Daniel Ramirez, Communications Dir.

**CITY ATTORNEY** Patricia Rigney, City Attorney

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

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**PUBLIC WORKS – 9:03 a.m.**

Ricardo Pedraza, Public Works Director, presented the organizational chart for his department and gave a brief overview of the six divisions within his department.

Comm. Medina voiced his concern with the speed limit on Sam Houston and Veterans Boulevard and suggested it be increased to be in line with McAllen and Edinburg.

Mayor Hernandez entered the meeting at this point of the agenda. The time being 9:42 a.m.

Mr. Pedraza went over the current fiscal year goals and future fiscal goals. He also went over the progressive ideas to include sustainable city programs, implement pavement maintenance procedures, drainage improvements to increase capacity to drainage ditches, and establish a Pharr Animal Shelter.

Comm. Bracamontes spoke about the findings of student failure on standardize testing. He stated the state's educational system was teaching the wrong concepts to students since 2013 and mentioned the three basics learning basics were the 21<sup>st</sup> century skills, global awareness, and community collaborations. He stated sustainability was important for children thus increasing grant opportunities for the city.

A lengthy discussion was held relating to sustainability and project prioritization.

Mr. Pedraza further reported on performance measures per division and budget trends. He stated staffing levels would remain the same and no new equipment would be purchased.

Lastly, he went over the areas of concern such as disposal of street sweeping material, costs for landfill disposals and animal control contract fees with Palm Valley Animal Center.

**PUBLIC UTILITIES – 10:10 a.m.**

Jose Villegas, Public Utilities Director, stated the Public Utilities Department main objectives were to produce suitable safe potable water, collect, disinfect and discharge wastewater to meet Texas Commission Environmental Quality parameters. He stated for the last 14 years, the Water Treatment Plant has met all regulations set forth by TCEQ and was able to hold the ranking of "Superior Water."

Mr. Villegas further reviewed the main duties for the department and presented the organizational structure chart. He also went over the accomplished goals for FY

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2017-2018 budget and stated they completed Lift Station 25 and force main project and repairs to three main lift stations.

Mr. Villescas gave a brief overview of the number of connections as of June 2018. He stated based on the number of connections per year, the City must continue to plan for another expansion to stay in compliance with federal and state regulations. He also went over future storage capacity and requirements and stated the City had enough capacity until 2047 at a rate growth of 300 connections per year. However, the City should start planning to build another elevated storage water or ground storage tank between the years 2040-2045.

Comm. Chavez left the meeting at this point of the agenda. The time being 10:45 a.m.

**COMMUNITY EVENTS – 10:50 a.m.**

Gary Rodriguez, Director of Pharr Events Center, went over the community events and stated their number one priority was to present safe, affordable and highly entertaining events to the residents, citizens, and guests. He further stated the second priority was to establish a budget for each event and plan resources strictly according to the budget.

Mr. Rodriguez also stated each festival was planned for months in advance through a series of weekly meetings by the Pharr Festivals Committee and under the supervision of the City Manager and Deputy City Manager. He added the overall objective was to ensure that all festivals maintain City of Pharr consistency, protect the Pharr brand, and most importantly, deliver the expectations that elected officials have regarding all Pharr festivals.

Lastly, Mr. Rodriguez stated their goal over the next five years was to maintain constant communication with the Pharr City Commission to assess expectations, goals, objectives, needs and scope of service related to Pharr Festivals. In addition, their primary purpose is to improve current festivals through innovative thinking, adhering to established budgets, and get the most return on taxpayers' moneys and increase the quality of life and entertainment value experienced by the guests.

Staff was asked to find a place for students to display their projects. Mr. Rodriguez stated PSJA ISD and Region One were already on board.

**EVENTS CENTER/MEDIA – 11:09 a.m.**

Gary Rodriguez, Director of Pharr Events Center, gave an overview of the Pharr Events Center and stated there were no proposed changes to personnel. He also gave

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a recap on performance measures and stated the Pharr Events Center has hosted 86 official events since October 2017. He further stated their purpose was to provide a quality of life resource coveted by surrounding cities that do not own or control a venue with such quality.

Mr. Rodriguez went over some events that were held at the Pharr Events Center such as the State of the City Address, RGV Partnership, McAllen Rotary Octoberfest, Empty Bowls of the Food Bank of the Rio Grande Valley, Coastal Conservation Association, and National Day of Prayer amongst others.

Mr. Rodriguez mentioned some of the goals achieved during current fiscal year was the purchase of an ATM machine, promote local businesses, replaced all paper towel dispensers in men and ladies rooms with air driers, installed a baby diaper changing station in the ladies restrooms, and roof extension installed to protect city owned property stored outside. He stated the Pharr Events Center was committed to exercise new strategies to increase the city's return on investment and focus on customer service, safety, security and satisfaction.

At this time, Gary Rodriguez, Director of Pharr Events Center, gave a presentation on Pharr Media. He went over current media personnel and proposed media personnel. He stated he was proposing to appoint one Media Specialist to the position of Media Manager.

Mr. Rodriguez further went over some of the achievements since last fiscal year and mentioned there was an increase of Facebook followers by 3,044, they produced 40 public service announcement, covered 92 city related events, produced and recorded 19 City Commission meetings and 150 City Board meetings. He also stated Pharr Media has achieved five trophies in statewide municipal video competitions conducted by Texas Association of Telecommunication Officers and Advisor (TATO).A).

Mr. Rodriguez gave a brief overview of the progressive ideas within Media Department and performance measures. He stated they have created the Pharr Community Engagement Campaign to increase Facebook followers, developed new platforms for public service announcements, and continue to highlight Pharr businesses to display success and retention.

**PARKS & RECREATION – 11:30 a.m.**

Sergio Alanis, Director of Parks & Recreation, gave an overview of the seven (7) divisions within his department. He stated there were 70 full-time employees and 251 part-time employees within the divisions. In addition, they serve approximately 10,000 kids and adults in their fifty-five (55) programs and six (6) camps throughout the year.

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Comm. Bracamontes left the meeting at this point of the agenda. The time being 11:35 a.m.

Mr. Alanis went over the budget goals accomplished for 2017-2018. He stated they bid out and commenced construction on all city parks and city/school parks, began construction documents for Civic Center renovations, hired additional parks maintenance personnel, upgraded existing park furniture and amenities, continued maintenance at aquatic center, commenced construction on baseball dugout improvements and replaced old wood light posts at Witten Park and Sports Complex. They also hosted the 12<sup>th</sup> Annual St. Patrick's Day 5K with approximately 1300 participants and the 2<sup>nd</sup> Annual Public Safety 5K with approximately 250 participants. He continued to say they added landscaping and irrigation system at the Pharr International Bridge, Fire Station #1, and Development & Research Center.

Mr. Alanis reported on new goals for FY 2018-2019, which include increasing adult Athletic and Recreation League Programs, continue park improvements, install water wells at all parks, and install security cameras and 911 towers at all Parks. Mr. Alanis presented progressive ideas such as construction of graffiti walls at additional city parks, purchase of equipment, host fee community events at the Civic Center and Development & Research Center, create intimate spaces at city parks by planting tree clusters and berms, and install "Free Libraries" at each city and city/school park as pick-up and return locations for free books.

At this time, Mr. Alanis gave an overview of the different recreational programs, after school activity program, landscape programs and projects under construction.

**PARKS & RECREATION- GOLF – 12:40 p.m.**

Sergio Alanis, Director of Parks & Recreation, went over the goals accomplished and new personnel for FY 2017-2018. He also went over areas of concern and new goals for FY 2018-2019. He stated they would prioritize equipment and operating supplies throughout the year, increase play in summer months, clubhouse renovations, and continue cross training for staff. He also touched on the fertilization program, irrigation improvements, and erosion control project at Hole #2.

Lastly, he stated a consultant was hired to evaluate the possibilities of a lease or other operating options for the Golf Course. Consulting services include comprehensive market analysis of competitors, review of pro-shop operations, and review of agronomics and maintenance protocol and performance.



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**LIBRARY – 12:50 p.m.**

Adolfo Garcia, Library Director, stated the goals accomplished for FY 2017-2018 was completion of the Development and Research Center, and congratulated all the library staff and all the departments for being instrumental in meeting the grand opening deadline.

Adolfo Garcia, Library Director, briefly went over the family literacy programs at the Pharr Memorial Library and Development & Research Center. He stated all library events were at no cost to the parents and would continue offering these programs free of charge.

Comments were made about the possibility of adding quiet study rooms for students with coffee. Mr. Garcia stated he would reach out to PSJA ISD, STC, and UT-RGV.

Comm. Medina left the meeting at this point of the agenda. The time being 12:50 p.m.

Mr. Garcia stated the budget request for FY2018-2019 would remain about the same as current fiscal year. He further stated the Library had been fiscally conservative for the past 12 years and went over the fiscal trends to plan for the next five years.

**DEVELOPMENT SERVICES – 1:10 p.m.**

Melanie Cano, Development Services Director, stated Development Services was responsible for assisting homeowners, business owners, developers and all members of the public for land use, construction, plan reviews and field services. Their focus was to assist customers in preparing plans, understand regulations, obtain approvals and successfully complete projects. She further gave an overview of the divisions within her department and presented the organizational structure chart.

Melanie Cano, Development Services Director, also went over the current goals accomplished. She stated they assisted City Administration and EDC with finding opportunities to promote residential development, 5 out of 7 Code Compliance officers were certified as Code Enforcement II officers, and the Accela software official roll out anticipated date was December 2018. She also stated the City of Pharr had been recertified as a 2018 Texas Certified Scenic City by improving the certification level from Recognized to Silver. She explained the Scenic City Certification program was an objective review of existing infrastructure ordinances relating to public roadways and public places and stated the assessment was point based on the standards of the scenic city model.

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Ms. Cano went over the community clean up and recycling program. She stated sites were increased to three (3) zoning areas twice a month thus decreasing the number of illegal dumping cases. She also reported on the weedy lot program and the housing demolition program. She stated five (5) houses were demolished and fifteen (15) were in progress.

Ms. Cano presented performance measures information and new budget goals. She stated they would continue to assist in promoting residential and commercial development in identified areas and continue to foster positive interactive relationships with the public. At this time, she presented Rocky, the new mascot for her department.

Ms. Cano stated annexation was a long-term goal and explained the new Senate Bill 6 as it relates to requirements for municipal annexation in Texas. She further shared some progressive ideas for downtown revitalization and performance measures and went over some areas of concern. She added customer service was their top priority.

**PURCHASING – 1:36 p.m.**

Sandra Zamora, Purchasing Director, went over the organizational chart for her department. She stated their main mission was to maintain respectful, strong and professional relationships with internal and external customers. She further presented the current department goals, which include implementation of a centralized purchasing authority, implement the ProcureWare Online Bidding Portal, establish a vendor database, and posting bid solicitations online.

Ms. Zamora also presented the new goals for FY2018-2019 budget. She stated they would promote awareness of purchasing protocols by updating the purchasing policies and procedures, work with Departments by providing training on the new bidding portal, and automate the Requisition to PO process through the use of INCODE. Ms. Zamora requested one Buyer II position for FY18-19 and one Administrative Assistant position for FY20-21.

Discussion ensued on procurement software, purchase order history, and current procurement card program processes.

At this time being 2:16 p.m., the Board of Commission paused the meeting and would be resuming the next day. Comm. Carrillo **moved** to approve. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

**DAY THREE OF BUDGET WORKSHOP**

The time being 9:05 a.m., the Board of Commissioners of the City of Pharr, Texas, met for day three of Workshop Session Meeting on Friday, August 10, 2018 and the following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Ambrosio Hernandez (Arrived at 1:49pm)  
Mayor Pro-Tem Roberto “Bobby” Carrillo  
Comm. Eleazar Guajardo  
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, Deputy City Manager  
Hilda Pedraza, City Clerk  
Omar Anzaldua, City Engineer  
Gary Rodriguez, Events Center Dir.  
Karla Moya, Finance Director  
Anali Alanis, HR Director  
Marissa Hernandez, Municipal Court Judge  
Leonardo Perez, Fire Chief  
Jose A. Luengo, Police Chief  
Melanie Cano, Dev. Services Dir.  
Ricardo Pedraza, Public Works Director  
Jose Villescascas, Public Utilities Director  
Sergio Alanis, Parks & Rec. Director  
Adolfo Garcia, Library Director  
Jose Pena, I.T. Director  
Luis Bazan, Bridge Director  
Sandra Zamora, Purchasing Dir.  
Daniel Ramirez, Communications Dir.

**CITY ATTORNEY** Patricia Rigney, City Attorney

Mayor Pro Tem Carrillo called the meeting to order. Roll call established a quorum.

Comm. Guajardo **moved** to resume the meeting. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

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Juan G. Guerra, City Manager, stated this was day three of Budget Workshop. He stated they would deviate from the agenda and go into closed session to discuss Bridge Department presentation. There was no objection.

**3. 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, INCLUDING ITEM 2**

The time being 9:06 a.m., Mayor Pro Tem Carrillo 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.

**4. RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN CLOSED SESSION**

The time being 10:38 a.m., Mayor Pro Tem Carrillo stated the commission would be resuming the open meeting.

**ENGINEERING – 10:43 a.m.**

Omar Anzaldua, City Engineer, presented the organizational structure and gave an overview on engineering services. He explained the different project development phases such as pre-design, design, procurement, construction, and project closeout phases. He also went over the current fiscal year project summary in-house design and construction management projects. He stated in-house services represents saving to the city of consultant engineering fees to perform the work. A discussion was held on procurement contract online software to expedite projects.

Mr. Anzaldua further gave an overview of GIS services. He stated maps were key infrastructure on GIS and were available to the public. In addition, they work with other agencies to ensure the addressing database was updated and accurate. Some of the GIS projects completed were the local update of 2020 census addresses, New World Software implementation at the Police Department, ArcOnline repository of assets for access by Accela map services, Nearmap Imagery Service Acquisition, and public and staff maps for annual Pharr events.

Mr. Anzaldua gave an overview of completed goals for 2017-2018 and presented a comparison of the City's Standard Manual with the cities of McAllen and Edinburg on storm drainage design, roadway design, and traffic design.

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Lastly, Mr. Anzaldua presented a list of progressive ideas and areas of concern. He stated resources were needed to provide adequate in-house project and construction management as the city continues to grow and invest in its public infrastructure.

**CIP – 11:47 a.m.**

Omar Anzaldua, City Engineer, presented a list of projects currently under construction and status of each project. He further presented a summary of projects currently under design such as the proposed Downtown Park (north and south sides), Jones Box Park Phase II (trail and amphitheater), Jones Box Park splash pad, Pharr Sports Complex and Witten Park Lighting and Dugouts improvements, Jose “Pepe Salinas” Civic Center renovations, Communications Center, Parks Maintenance Building, and Golf Course Club House Renovations.

Mr. Anzaldua also presented a summary of potential CIP projects for FY 2018-2019 and proposed transportation improvements.

At this time, Sergio Alanis, Parks and Recreation Director, presented the proposed landscaping improvements at parks and city/school parks. The parks discussed were Fire Fighter Park, Dr. Long Park, Jones Box Park, and Lore Garcia Park.

Lastly, Omar Anzaldua, City Engineer, presented the proposed Street Improvements – 4 Year Repaving Program and gave a brief overview on Raiders Drive Extension, South Sugar Road, North Cana St., and North Cypress St. He further reviewed the proposed utility improvements projects to include estimated construction and design costs.

**HUMAN RESOURCES – 12:28 p.m.**

Anali Alanis, Human Resources Director, presented the mission statement and briefly gave an overview of organizational structure chart. She reviewed areas of responsibilities of the four divisions for the Human Resources Department and went over various accomplishments within her department.

At this time, Juan G. Guerra, City Manager, stated they would deviate from the agenda and go into closed session to discuss Human Resources presentation. There was no objection.

**3. 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, INCLUDING ITEM 2**

The time being 12:46 p.m., Mayor Pro Tem Carrillo 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.

Mayor Hernandez entered the meeting at this point of the agenda. The time being 1:49 p.m.

Comm. Medina left the meeting at this point of the agenda. The time being 2:00 p.m.

**4. RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN CLOSED SESSION**

The time being 2:25 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

**FINANCE – 2:25 pm**

Karla Moya, Finance Director, presented the fiscal facts for current fiscal year and stated current property tax collections were higher by 6% and sales tax collection were higher by 8%. She further stated all year was a positive growth compared to other cities in the Valley in sales tax and all departmental expenditures were within budget. However, the Municipal Court revenues decreased by 35%, hotel occupancy tax decreased by 30%, and 0% growth in water collection revenue.

Ms. Moya also reported on general fund source revenues and operating revenues. She stated 75% of the general fund operating revenues were property taxes, which included delinquent taxes, penalties and interest.

At this time, Juan G. Guerra, City Manager, stated they would deviate from the agenda and go into closed session. There was no objection.

**3. 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, INCLUDING ITEM 2**

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The time being 2:52 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.

**4. RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN CLOSED SESSION**

The time being 3:32 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

**5. ADJOURNMENT**

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Budget Workshop adjourned at 3:32 p.m.

CITY OF PHARR

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AMBROSIO HERNANDEZ  
MAYOR

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

**ON THIS THE 8<sup>th</sup> DAY OF AUGUST 2018** the Board of Commissioners of the City of Pharr, Texas convened in a **BUDGET WORKSHOP** at the Commissioner's Room located at 118 S. Cage, 2<sup>nd</sup> 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:

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HILDA PEDRAZA, CITY CLERK

APPROVED:



**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
MONDAY, AUGUST 13, 2018  
118 SOUTH CAGE 2<sup>nd</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, August 13, 2018 and following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Ambrosio Hernandez (arrived at 4:03pm)  
Comm. Eleazar Guajardo  
Comm. Ramiro Caballero  
Comm. Roberto "Bobby" Carrillo  
Comm. Ricardo Medina

**BOARD OF COMMISSIONERS ABSENT:** Comm. Daniel Chavez  
Comm. Mario Bracamontes

**STAFF PRESENT:** Edward Wylie, Deputy City Manager  
Hilda Pedraza, City Clerk  
Omar Anzaldua, City Engineer  
Gary Rodriguez, Events Ctr. Director  
Karla Moya, Finance Director  
Anali Alanis, HR Director  
Marissa Hernandez, Municipal Court Judge  
Leonardo Perez, Fire Chief  
Edward Chavez, Asst. Police Chief  
Melanie Cano, Dev. Services Dir.  
Ricardo Pedraza, Public Works Director  
Jose Villescas, Public Utilities Director  
Sergio Alanis, Parks & Rec. Director  
Raul Garza, CDBG Director  
Adolfo Garcia, Library Director  
Jose Pena, I.T. Director  
Luis Bazan, Bridge Director  
Victor Perez, PEDC Director  
Sandra Zamora, Purchasing Dir.  
Danny Ramirez, Emerg. Comm. Director

**CITY ATTORNEY** Patricia Rigney, City Attorney

**ITEM 1. CALL TO ORDER**

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

Mayor Pro Tem Carrillo called the meeting to order at 4:01 p.m. Roll call established a quorum.

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

**B) PLEDGE OF ALLEGIANCE/INVOCATION**

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

Mayor Hernandez arrived at this time being 4:03 p.m.

**ITEM 2. PUBLIC COMMENTS/PUBLIC HEARINGS**

**A) PUBLIC COMMENTS**

Kenneth Fletcher spoke about item 5.B and stated he was interested in serving the city again. Mr. Fletcher also spoke about Section 108 loan of \$5.6 million and stated approximately \$2 million of HUD monies were diverted from West Hall Acres Road to the city pool. Mr. Fletcher further stated public hearings should to be held before any resolution where there are cuts from a fund rather than post. Lastly, he stated a webcam installed at the Boys & Girls Club gym area did not meet code compliance and complained about unwanted noise from Costco.

**B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES**

None.

**ITEM 3. CITY MANAGER'S REPORTS**

**A) SUBMISSION OF SALES TAX REPORT FOR AUGUST 2018**

Edward Wylie, Deputy City Manager, introduced the sales tax collection report for the month of August 2018. He briefly stated sales tax were up 1.22% higher than this time last year and 9% overall for the entire year.

**B) CITY ENGINEER'S REPORT**

Edward Wylie, Deputy City Manager, introduced the City Engineer's report and stated questions could be entertained at this time.

Comm. Medina asked for status of Pharr Downtown lights. He stated it has been a year since the city was pending an issue with AEP. Edward Wylie, Deputy City Manager, stated he would get him a timeline from AEP by the end of the month.

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Mayor Hernandez asked for status on St. Jude's parking lot. Ricardo Pedraza, Public Works Director, advised the project was currently under construction and would provide status on the timeline.

Comm. Medina asked if the Eldora Elevated Storage Tank should have a light on top and if it was a requirement. Edward Wylie, Deputy City Manager, advised him he would look into it.

**C) CITY EVENTS OF INTEREST**

Edward Wylie, Deputy City Manager, reported on upcoming events and announced The Space Rockers Concert would be held on Saturday, August 25, 2018 from 7:00 p.m. to 12:00 a.m. at the Pharr Events Center. He also announced the Pharr Night Out was scheduled for Saturday, August 25, 2018 from 6:00 p.m. to 10:00 p.m. at 100 W. Newcombe and invited everyone to attend.

Edward Wylie, Deputy City Manager, further reported Public Works Department would be having Operation Clean Sweep on Saturday, August 18, 2018 at the Pharr Sports Complex located at 201 W. Moore Road from 8:00 a.m. to 12:00 p.m. He invited everyone in the area to drop off any items for disposal.

Lastly, Edward Wylie, Deputy City Manager, announced the Communications Department hosted series of Tactical Emergency Casualty Care classes from August 6 thru 9, 2018 at the Development and Research Center. He stated approximately 220 people trained and the training was very successful.

At this time, Mayor Hernandez called upon Andrew Canon.

Andrew Canon, Hidalgo County Metropolitan Planning Organization (HCMPO), spoke about their annual Rock & Rolla Event. He stated their intent was to raise awareness to a healthier lifestyle in the Rio Grande Valley by food donations to the Food Pantry at UTRGV. He stated this year they raised 2 tons of food for the food pantries in Edinburg and Brownsville and thanked the Commission for their continued support. At this time, he presented the Commission with a token of appreciation.

Mayor Hernandez stated it was the vision of the Commission to support organizations like them to help kids and lookout for the best interest of the community.

Mr. Canon stated he was also the Vice President for a motorcycle chapter in the Rio Grande Valley and stated they provide backpacks with school supplies to 400 kids at Carmen Anaya Elementary. He extended an invitation to the Commission to attend their event on September 7, 2018 at 10:00 a.m. and once again thanked them for their continued support in making this possible.

**ITEM 4. CONSENT AGENDA**

- A) APPROVAL OF MINUTES FOR JULY 16, 2018 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION RATIFYING \$500 DONATION FROM CITY OF PHARR TO WORLD DAY AGAINST HUMAN TRAFFICKING EVENT ON THURSDAY, JULY 26, 2018 AT THE PHARR EVENTS CENTER (EVENTS CENTER)**
- C) CONSIDERATION AND ACTION RATIFYING BUYBOARD PURCHASE FOR PLAY STRUCTURE INSTALLED AT JACKSON PLACE APARTMENTS. (PROJECT #1718-01-522-P021-001) (PARKS)**
- D) CONSIDERATION AND ACTION ON MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS A& M ENGINEERING EXTENSION SERVICE AND THE CITY OF PHARR TO ALLOW PHARR FIREFIGHTERS TO PARTICIPATE IN STATEWIDE DEPLOYMENT IN URBAN SEARCH AND RESCUE ACTIVITIES (FIRE)**
- E) CONSIDERATION AND ACTION ON SUBMISSION OF A STATE OF PLAN OPERATION (SPO) WITH THE TEXAS LAW ENFORCEMENT SUPPORT OFFICE (LESO) (POLICE)**
- F) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR A THIRD-PARTY COLLECTION AGENCY/LAW FIRM TO COLLECT MUNICIPAL COURT FINES FOR CITATIONS OLDER THAN ONE YEAR (MUNICIPAL COURT)**
- G) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS FOR SLUDGE MANAGEMENT SERVICES FOR THE WATER AND WASTEWATER TREATMENT PLANTS (PUBLIC UTILITIES)**
- H) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO SOLICIT A SCOPE AND FEE PROPOSAL FROM AN ENGINEERING FIRM TO PERFORM A TRAFFIC STUDY OF LAS MILPAS RD. (ENGINEERING)**
- I) CONSIDERATION AND ACTION ON REQUEST FROM HIDALGO COUNTY DEMOCRATIC PARTY CHAIRPERSON NORMA RAMIREZ FOR WAIVING OF RENTAL FEES FOR THE PHARR EVENTS CENTER ON FRIDAY, AUGUST 17, 2018 FOR A FUNDRAISER FOR THE HIDALGO COUNTY DEMOCRATIC PARTY (EVENTS CENTER)**

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- J) **CONSIDERATION AND ACTION ON REQUEST FROM FOOD BANK RGV TO WAIVE PHARR EVENTS CENTER RENTAL FEES FOR THE 13TH ANNUAL EMPTY BOWLS FUNDRAISER ON TUESDAY, SEPTEMBER 18, 2018 FROM 11:00 A.M TO 1:30 P.M. (EVENTS CENTER)**
- K) **CONSIDERATION AND ACTION ON TRANSPORTATION INTERMEDIARIES ASSOCIATION MEMBERSHIP FOR \$1,040 (BRIDGE)**
- L) **CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**
1. **SCALISI'S CHICAGO PIZZA & MORE 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 0.073 OF AN ACRE, MORE OR LESS, OUT OF LOT 2, NOLANA BUSINESS PLAZA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 912 EAST NOLANA LOOP, SUITES R, S AND T. CUP# 170637**
  2. **ROMMEL ORGANISTA, D/B/A KURAI CHINESE & SUSHI RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, JACKSON RIDGE COURT PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1201 SOUTH JACKSON, SUITE 1. CUP# 120424**
  3. **SMOKIN' MOON, LLC. REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS 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 ALL OF LOT 1-A, ALBRAD UNIT NO. 1 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1617 WEST POLK AVENUE. CUP#180648**
  4. **THE CITY OF PHARR, D/B/A PHARR EVENTS CENTER REQUESTED 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 LOT 1, TIP-O-TEXAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3000 NORTH CAGE BOULEVARD. CUP# 160627**
  5. **MARTA'S BAR REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS 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 0.064 ACRES, MORE OR LESS, OUT OF LOTS 13-16, AND THE W10' OUT OF LOT 12, BLOCK 32, PHARR ORIGINAL TOWNSITE, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 410 WEST STATE STREET, SUITE D. CUP#160737**

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6. O & C BAR B QUE, LLC, D/B/A BAR B CUTIE SMOKEHOUSE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 2B, PHARR COMMERCIAL PARK PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1933 WEST INTERSTATE 2. CUP#160633
7. JOSE ALBERTO HERNANDEZ, D/B/A DOC'S BILLIARDS & SPORTS BAR, 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 BEING THE S150' OF LOTS 17, 18 AND 19, BLOCK 1, SAN PATRICIA ACRES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 917 WEST FERGUSON AVENUE. CUP#130630

M) PLATS:

1. NAIN ENGINEERING, L.L.C., REPRESENTING ELIGN XAVIER, OWNER, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED LAS CANTERAS PLAZA SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS 1.08 ACRES OF LAND OUT OF LOT 7, BLOCK 5, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 3000 BLOCK OF NORTH JACKSON ROAD. SUB#180413

Edward Wylie, Deputy City Manager, introduced the item and recommended approval of the consent agenda.

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

**REGULAR AGENDA - OPEN SESSION**

**ITEM 5. ORDINANCES AND RESOLUTIONS**

- A) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION CANCELLING/RE-SCHEDULING THE CITY COMMISSION REGULAR MEETING OF MONDAY, SEPTEMBER 3, 2018 DUE TO LABOR DAY HOLIDAY (ADMINISTRATION)**

Edward Wylie, Deputy City Manager, introduced the item and recommended change of date to Tuesday, September 4, 2018 due to Labor Day holiday.

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

Resolution No. R-2018-43 is filed with the City Clerk's Office.

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**B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING ONE (1) MEMBER TO THE CIVIL SERVICE COMMISSION (HR)**

Edward Wylie, Deputy City Manager, introduced the item and stated Mario Lizcano was interested in being re-appointed.

Comm. Medina **moved** to re-appoint Mario Lizcano to the Civil Service Commission. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2018-44 is filed with the City Clerk's Office.

**C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION FOR REVISED ACTION PLAN 2018 BUDGET FOR SUBMISSION TO THE U. S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) (GMCD)**

Edward Wylie, Deputy City Manager, introduced the item and stated this was a revision of Action Plan and recommended approval.

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

Resolution No. R-2018-45 is filed with the City Clerk's Office.

**D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION FOR SUBSTANTIAL AMENDMENT TO THE CITY'S FIVE (5) YEAR CONSOLIDATED PLAN & STRATEGY (CPS) FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) (GMCD)**

Edward Wylie, Deputy City Manager, introduced the item and briefly stated the five years were up and recommended to extend it by one additional year.

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

Resolution No. R-2018-46 is filed with the City Clerk's Office.

**E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 (FINANCE)**

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Edward Wylie, Deputy City Manager, introduced the item and stated this item would be discussed in closed session.

- F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHARR ECONOMIC DEVELOPMENT CORPORATION II APPROVING THE ENTERING INTO A LOAN AGREEMENT, PROMISSORY NOTE, NEW AND AMENDED SALES TAX PLEDGE AGREEMENT; AND AGREEMENT WITH LONE STAR NATIONAL BANK; (II) A SALES TAX REMITTANCE AGREEMENT; AND (III) THE AUTHORITY OF THE MAYOR TO EXECUTE A GENERAL CERTIFICATE OF THE CITY AND SALES TAX REMITTANCE AGREEMENT, TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS (FINANCE)**

Edward Wylie, Deputy City Manager, introduced the item and stated this item would be discussed in closed session.

- G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHARR ECONOMIC DEVELOPMENT CORPORATION II AUTHORIZING AND APPROVING CERTAIN AMENDMENTS TO THE LOAN AND LOAN DOCUMENTS WITH LONE STAR NATIONAL BANK PAYABLE FROM THE CORPORATION'S SALES TAX REVENUE, AUTHORIZING ISSUANCE OF AN AMENDED AND RESTATED NOTE, AND APPROVING THE FORM AND SUBSTANCE AND AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDED AND RESTATED LOAN DOCUMENTS; AND APPROVING AUTHORITY OF THE MAYOR TO EXECUTE A GENERAL CERTIFICATE OF THE CITY, AND SALES TAX REMITTANCE AGREEMENT, TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS (FINANCE)**

Edward Wylie, Deputy City Manager, introduced the item and stated this item would be discussed in closed session.

**ITEM 6. ADMINISTRATIVE**

- A) SUBMISSION OF 2018 CERTIFIED ROLLS (FINANCE)**

Edward Wylie, Deputy City Manager, introduced the item.

Karla Moya, Finance Director, briefly explained this was to approve the certified values that were certified on July 25, 2018. The values were \$3.9 billion of total market value and \$2.9 billion of net taxable value.



**B) CONSIDERATION OF PROPOSED TAX RATE FOR THE 2018 (FINANCE)**

Edward Wylie, Deputy City Manager, introduced the item.

Karla Moya, Finance Director, stated the proposed tax rate was \$0.6490, which was the same as last year; therefore, no public hearings were required. However, in the event the Commission would want to exceed that amount, the two public hearings would be required.

**C) SCHEDULE PUBLIC HEARINGS FOR ADOPTION OF TAX RATE FOR 2018 IF PROPOSED TAX RATE IF HIGHER THAN EFFECTIVE TAX RATE (FINANCE)**

Edward Wylie, Deputy City Manager, introduced the item and stated since there was no raise in tax, no action was needed for this item.

**D) CERTIFICATION FOR ESTIMATED COLLECTION RATE FOR THE YEAR 2018 FOR PROPERTY TAXES (FINANCE)**

Edward Wylie, Deputy City Manager, introduced the item.

Karla Moya, Finance Director, briefly stated this was to certify that estimated collection rate for the year 2018 was been projected at 100% and no action was necessary.

**E) CONSIDERATION AND ACTION, IF ANY, ON DEDUCT CHANGE ORDER NUMBER 2 AND ACCEPTANCE OF THE TRAFFIC SIGNAL IMPROVEMENTS ON VETERANS ROAD AT KELLY AVENUE AND ELDORA ROAD AS COMPLETE AND AUTHORIZATION TO RELEASE FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$ 12,466.69 TO D&G ENERGY CORP. (BID NUMBER 1617-01-528-0035) (ENGINEERING)**

Edward Wylie, Deputy City Manager, introduced the item and stated the deduct amount was \$4,375 and recommended approval.

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

**F) DISCUSSION ON REGULATION OF RENTAL DWELLINGS AND MULTI-FAMILY UNITS (DEVELOPMENT SERVICES)**

Edward Wylie, Deputy City Manager, introduced the item and stated this item would be discussed in closed session.

**ITEM 7. PURCHASING**

**A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF FIREFIGHTERS BUNKER GEAR (PROJECT # 1718-01-515-SP005-067) (FIRE)**

Edward Wylie, Deputy City Manager, introduced the item and stated this was a supply contract to purchase items when needed. He stated the cost per set of firefighter bunker coat and pant was \$2,395 and recommended to award the contract to NAFECO Inc. for a period of one year.

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, AUTHORIZING CITY MANAGER TO AWARD A SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY STONE AGGREGATE (PROJECT# 1718-40-510-SP006-073) (PUBLIC WORKS)**

Edward Wylie, Deputy City Manager, introduced the item. He briefly explained this was a new contract for truegrid work throughout the city and stated this kind of aggregate was needed to complete project. He further recommended to award contract to the lowest bidder, IOC Company for a period of one year at unit price \$21.24 per ton.

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

**C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD PROJECT 1 - SERVICE CONTRACT TO GENERATE CHLORINE DIOXIDE, PROJECT 2 - SUPPLY CONTRACT FOR PURCHASE & DELIVERY OF SODIUM CHLORITE, AND PROJECT 3 - PURCHASE & INSTALLATION OF NEW EQUIPMENT (PROJECT #1718-60-582-S009-165) (PUBLIC UTILITIES)**

Edward Wylie, Deputy City Manager, introduced the item and recommended to award contract to the lowest bidder, JCS Industries.

Comm. Guajardo 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 ENTER INTO A PURCHASE CONTRACT UTILIZING THE BUYBOARD CONTRACT FOR THE PURCHASE OF A HYPER-CONVERGED SERVER AND STORAGE SOLUTION FROM SHI GOVERNMENT SOLUTIONS FOR THE UPGRADE OF CITY OPERATIONS SERVERS (PROJECT #1718-01-518-P022-003) (INNOVATION & TECHNOLOGY)**

Edward Wylie, Deputy City Manager, introduced the item and stated this was for city operations servers and was a budgeted item with the cost of \$84,000. He further stated it would include cloud-based backup services as requested by the Commission and recommended to award contract to SHI Government Solutions.

Mayor Hernandez asked if Sandra Zamora, Purchasing Director, had reviewed the item. Mr. Wylie stated both IT Director and Purchasing Director had reviewed the item.

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

**ITEM 8. CONTRACTS/AGREEMENTS**

**A) CONSIDERATION AND ACTION, IF ANY, ON DEPARTMENT OF PUBLIC SAFETY INTERLOCAL COOPERATION CONTRACT FOR GENERAL STORES SUPPLIES (PROJECT # 1718-01-512-IPQ038-001) (POLICE)**

Edward Wylie, Deputy City Manager, introduced the item. He explained this was for the purchase of gunshot kits and rape kits the Police Department uses on a daily basis for crime scene investigations and recommended approval.

Comm. Carrillo 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 MEMORANDUM OF UNDERSTANDING BETWEEN THE PHARR POLICE DEPARTMENT AND DRUG ENFORCEMENT ADMINISTRATION (DEA) FOR REIMBURSEMENT OF JOINT OPERATIONS (POLICE)**

Edward Wylie, Deputy City Manager, introduced the item. He briefly stated the Police Department currently had two officers and this was to add one officer to assist DEA Task Force and recommended approval.

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

**C) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT AND THE PHARR POLICE DEPARTMENT FOR REIMBURSEMENT OF JOINT OPERATIONS (POLICE)**

Edward Wylie, Deputy City Manager, introduced the item and stated this was for one replacement and one addition for a total of two officers to assist ICE Task Force. 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.

**D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXECUTE A PRODUCT LICENSE AND SUPPORT SERVICES AGREEMENT WITH SERGEANT LABS FOR THEIR ARISTOTLE INSIGHT SECURITY PLATFORM (PROJECT NO. 1718-01-518-IPQ036-02) (INNOVATION & TECHNOLOGY)**

Edward Wylie, Deputy City Manager, introduced the item. He briefly explained this was a cyber security network upgrade for all computers and the initial setup fee was \$20,000 and annual fee was \$10,000. He further stated this was a budgeted item and recommended approval.

Mayor Hernandez asked if this was the first time doing business with the company.

Jose Pena, IT Director, stated this was a new company for a new appliance and after evaluating different systems, this one was the one that best fit the city's needs.

Comm. Caballero asked if this would increase security to the system currently in place. Mr. Pena replied yes and stated this was an item mentioned during budget workshop.

There being no further comments, 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, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH GARCIA INFRASTRUCTURE CONSULTANTS, LLC. FOR THE CONSTRUCTION MANAGEMENT SERVICES OF THE SANITARY SEWER UTILITY ADJUSTMENTS RELATED TO THE REGIONAL LINEAR PARK HIKE AND BIKE TRAIL, I-ROAD TUNNEL CROSSING CONFLICT (ENGINEERING)**

MINUTES: REGULAR CALLED MEETING  
AUGUST 13, 2018

Edward Wylie, Deputy City Manager, introduced the item and stated the Commission had awarded the project to SG&E but they were not able to do it. Therefore, Garcia Infrastructure group was proposing to pick-up the inspection services portion for a total cost of \$12,000. He further 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, AUTHORIZING CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT THROUGH DIR COOPERATIVE CONTRACT #DIR-TSO-3899 FOR AN IT TRAINING PLATFORM (PROJECT #1718-01-518-IPQ037-001) (INNOVATION & TECHNOLOGY)**

Edward Wylie, Deputy City Manager, introduced the item and stated this was an in-house computerized training for IT staff. He stated the total cost for the license agreement with Skillsoft Corporation was \$3,300 and recommended approval.

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

**G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH ALVARADO ARCHITECTS & ASSOCIATES, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE PARKS AND RECREATION DUGOUTS FOR THE PHARR SPORTS COMPLEX AND WITTEN PARK PROJECT (PROJECT #C1718-01-528-0025) (ENGINEERING)**

Edward Wylie, Deputy City Manager, introduced the item and stated the total cost for surveying services was \$7,184.10. He further stated Ramiro Gutierrez would be doing the surveying under Alvarado Architect & Associates and recommended approval.

Comm. Medina asked is this was something the city was requesting or something the architect recommended.

Omar Anzaldúa, City Engineer, stated the site survey was not part of the original contract; therefore, the city requested the survey services.

Comm. Guajardo **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 AWARD OF CONTRACT FOR THE PHARR SPORTS COMPLEX AND WITTEN PARK DUGOUT IMPROVEMENTS PROJECT (PROJECT NO. 1718-40-510-C008-161) (ENGINEERING)**

MINUTES: REGULAR CALLED MEETING  
AUGUST 13, 2018

Edward Wylie, Deputy City Manager, introduced the item and stated this item would be discussed in closed session.

**I) CONSIDERATION AND ACTION, IF ANY, ON PREFERRED PROVIDER AGREEMENT FOR EMERGENCY AIR MEDICAL SERVICES WITH AIRMETHODS FOR HELICOPTER MEDICAL ASSISTANCE FOR THE PHARR FIRE DEPARTMENT (FIRE)**

Edward Wylie, Deputy City Manager, introduced the item and briefly stated this was a new air ambulance company seeking support from the City of Pharr and recommended approval.

Mayor Hernandez stated this would be contingent upon the company being in-network with the City of Pharr insurance so that employees would not be charged any out-of-network charges, co-pays or monthly fees.

Comm. Guajardo **moved** to approve as recommended. Comm. Carrillo seconded the motion and when put to a vote, it carried by majority vote of four (4) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

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

**ITEM 10. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW**

The time being 4:32 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

**ITEM 11. RECONVENE**

The time being 5:12 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

**ITEM 5. ORDINANCES AND RESOLUTIONS**

- E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 (FINANCE)**

Edward Wylie, Deputy City Manager, introduced the item.

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

Resolution No. R-2018-47 is filed with the City Clerk's Office.

- F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHARR ECONOMIC DEVELOPMENT CORPORATION II APPROVING THE ENTERING INTO A LOAN AGREEMENT, PROMISSORY NOTE, NEW AND AMENDED SALES TAX PLEDGE AGREEMENT; AND AGREEMENT WITH LONE STAR NATIONAL BANK; (II) A SALES TAX REMITTANCE AGREEMENT; AND (III) THE AUTHORITY OF THE MAYOR TO EXECUTE A GENERAL CERTIFICATE OF THE CITY AND SALES TAX REMITTANCE AGREEMENT, TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS (FINANCE)**

Edward Wylie, Deputy City Manager, introduced the item.

Comm. Medina moved to approve. Comm. Carrillo seconded the motion and when put to a vote, it carried by majority vote of four (4) ayes and one (1) nay. Mayor Hernandez abstained from voting.

Resolution No. R-2018-48 is filed with the City Clerk's Office.

- G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE PHARR ECONOMIC DEVELOPMENT CORPORATION II AUTHORIZING AND APPROVING CERTAIN AMENDMENTS TO THE LOAN AND LOAN DOCUMENTS WITH LONE STAR NATIONAL BANK PAYABLE FROM THE CORPORATION'S SALES TAX REVENUE, AUTHORIZING ISSUANCE OF AN AMENDED AND RESTATED NOTE, AND APPROVING THE FORM AND SUBSTANCE AND AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDED AND RESTATED LOAN DOCUMENTS; AND APPROVING AUTHORITY OF THE MAYOR TO EXECUTE A GENERAL CERTIFICATE OF THE CITY, AND SALES TAX REMITTANCE AGREEMENT, TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS (FINANCE)**

MINUTES: REGULAR CALLED MEETING  
AUGUST 13, 2018

Edward Wylie, Deputy City Manager, introduced the item and recommended the item be tabled.

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

**ITEM 6. ADMINISTRATIVE**

**F) DISCUSSION ON REGULATION OF RENTAL DWELLINGS AND MULTI-FAMILY UNITS (DEVELOPMENT SERVICES)**

Edward Wylie, Deputy City Manager, introduced the item and stated no action was required.

**ITEM 8. CONTRACTS/AGREEMENTS**

**H) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR THE PHARR SPORTS COMPLEX AND WITTEN PARK DUGOUT IMPROVEMENTS PROJECT (PROJECT NO. 1718-40-510-C008-161) (ENGINEERING)**

Edward Wylie, Deputy City Manager, introduced the item and recommended to award contract to lowest bidder, Arell Construction, LLC. for the total amount of \$295,000.

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

**ITEM 9. LEGAL**

**A) ATTORNEY CONSULTATION WITH ATTORNEY RICARDO J. NAVARRO PURSUANT TO SECTION 551.071(1), TEXAS GOV'T CODE, TO RECEIVE A STATUS REPORT AND LEGAL BRIEFING ON ALL PENDING DIRECT HIRE MATTERS ARISING OUT OF FIRE AND POLICE DEPARTMENT CIVIL SERVICE DISCIPLINARY MATTERS (LEGAL)**

Edward Wylie, Deputy City Manager, introduced the item and stated no action required was required.

**B) ATTORNEY CONSULTATION WITH ATTORNEY RICARDO J. NAVARRO PURSUANT TO SECTION 551.071(2), TEXAS GOV'T CODE, TO RECEIVE A STATUS REPORT AND LEGAL BRIEFING REGARDING THE CITY'S RIGHTS, DUTIES, PRIVILEGES AND OBLIGATIONS IN CONNECTION WITH THE COLLECTIVE BARGAINING LABOR AGREEMENT WITH THE PHARR**



MINUTES: REGULAR CALLED MEETING  
AUGUST 13, 2018

**POLICE OFFICER'S MAJORITY BARGAINING AGENT, AND RELATED  
LEGAL MATTERS (LEGAL)**

Edward Wylie, Deputy City Manager, introduced the item and stated no action was required.

**C) CONSULTATION WITH COUNSEL AND ACTION, IF ANY, CONCERNING  
STATUS AND REPRESENTATION CONCERNING TML CLAIM NO.  
1300202438. (LEGAL)**

Edward Wylie, Deputy City Manager, introduced the item and recommended approval as discussed in closed session.

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

**ITEM 12. ADJOURNMENT**

There being no other business to come before the board, Comm. Carrillo moved to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:15 p.m.

CITY OF PHARR

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AMBROSIO HERNANDEZ  
MAYOR

STATE OF TEXAS  
COUNTY OF HIDALGO  
CITY OF PHARR

**ON THIS THE 13th DAY OF AUGUST 2018** the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2<sup>nd</sup> 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:

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HILDA PEDRAZA, CITY CLERK  
APPROVED:



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 5.B.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Gary Rodriguez, Events Center Director

**DEPARTMENT:** Events Center

**DIRECTOR:** Gary Rodriguez

**Agenda Item:** Consideration and approval, if any, on Hold Harmless Agreement between City of Pharr and PSJA ISD for use of empty fields north of Liberty Middle School to be used as launch site for live fireworks display for City of Pharr Salute to Veterans on Saturday, November 10, 2018.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** The City of Pharr wishes to execute a Hold Harmless Agreement with the Pharr-San Juan-Alamo School District to use the empty fields north of Liberty Middle School as the launch site for a live fireworks display for the City of Pharr Salute to Veterans on Saturday November 10, 2018.

**Financial Consideration:** There is no fiscal consideration regarding this item.

**Staff Recommendation:** Staff Recommends Approval.

**Alternatives:** Alternative would be to deny this request.

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### ROUTING:

Gary Rodriguez

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 08/28/2018

Approved - 08/28/2018

Approved - 08/29/2018

Final Approval - 08/31/2018

## State of Texas

## County of Hidalgo

### Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on September 4, 2018, by and between the Pharr-San Juan-Alamo Independent School District (hereinafter, "PSJA ISD"), of 601 E. Kelly, Pharr, Texas 78577 and City of Pharr (hereinafter, "Pharr"), of 118 S. Cage BLVD., Pharr, Texas 78577. Pharr-San Juan-Alamo Independent School District and City of Pharr are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Pharr desires to hold harmless PSJA ISD from any claims and/or litigation arising out of Pharr's actions in connection with the use of PSJA ISD properties located at 1212 S. Fir and 703 E. Sam Houston Street Pharr, Texas 78577 on November 10th through the 12th 2018.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, PSJA ISD and Pharr hereby agree as follows:

#### TERMS

- 1. Hold Harmless.** Pharr shall fully defend, and hold harmless PSJA ISD from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Pharr, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This hold harmless applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to PSJA ISD for all legal fees, expenses, and costs incurred by it.
- 2. Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.
- 3. Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 4. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

**5. Sovereign Immunity.** Nothing in this agreement shall be construed to signal any type of waiver of sovereign immunity in accordance with the Texas Torts Claims Act.

**6. Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

**7. Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

**8. Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Texas law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Texas law.

**9. Applicable Law.** This Agreement shall be governed exclusively by the laws of Texas, without regard to conflict of law provisions.

**10. Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Texas. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

**11. Signatures.** This Agreement shall be signed on behalf of Pharr-San Juan-Alamo Independent School District by Dr. Daniel P. King, Superintendent of Schools, and on behalf of City of Pharr by Dr. Ambrosio "Amos" Hernandez, Mayor for the City of Pharr, and effective as of the date first written above.

**PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
DR. DANIEL P. KING

Title: SUPERINTENDENT OF SCHOOLS

**CITY OF PHARR**

By: \_\_\_\_\_  
DR. AMBROSIO "AMOS" HERNANDEZ

TITLE: CITY OF PHARR MAYOR



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 5.C.

**DATE SUBMITTED:** August 16, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Gary Rodriguez, Events Center Director

**DEPARTMENT:** Events Center

**DIRECTOR:** Gary Rodriguez

**Agenda Item:** Consideration and action request from PSJA ISD to waive rental fees of the Pharr Events Center for Wednesday, September 12, 2018 for the 24th Annual Bright Summer Reader Program.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** PSJA ISD is requesting waiving rental fees of Pharr Events Center for school program scheduled for Wednesday September 12, 2018.

**Financial Consideration:** Amount to be waived, if approved, would be the non-profit rate of \$2,500.

**Staff Recommendation:** Staff Recommends Approval.

**Alternatives:** Alternative would be to deny this request.

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### ROUTING:

Gary Rodriguez  
Karla Moya  
City Management Office

Created/Initiated - 08/16/2018  
Approved - 08/17/2018  
Final Approval - 08/31/2018



PHARR-SAN JUAN-ALAMO ISD  
*Office of Support Services*

Rene Campos, Asst. Superintendent for Support Services

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August 16, 2018

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

**Re: Pharr Events Center**

**Dear Mr. Guerra:**

The Pharr-San Juan-Alamo ISD Library Department is requesting the use of the Pharr Events Center to host our **24th Annual BRIGHT Summer Reader**. This event is scheduled for **Wednesday, September 12, 2018**.

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

Sincerely,

Rene Campos  
Asst. Superintendent for Support Services

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**START COLLEGE NOW! COMPLETE EARLY! GO FAR!**

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

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



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 5.D.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Juan Guerra

**Agenda Item:** Consideration and action on request from St. Margaret Mary Catholic Church to close the 100 block of West Juarez between Cage Blvd. and Aster Street for their Annual Church Festival/Jamaica on Saturday, October 6, 2018 and Sunday, October 7, 2018 from 4:00 p.m. to 10:00 p.m.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** St. Margaret Church is having their Fall Festival/Jamaica on Saturday, October 6th and Sunday, October 7th 2018 from 4:00 p.m. to 10:00 p.m. at 122 W. Hawk.

They are requesting the closure of 100 block of West Juarez between Cage and Aster.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

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### ROUTING:

Hilda Pedraza

Ricardo Pedraza

Jose Luengo

City Management Office

Created/Initiated - 08/28/2018

Approved - 08/31/2018

Approved - 08/31/2018

Final Approval - 08/31/2018





**CITY OF PHARR**  
**PARADES, PROCESSIONS AND STREET CLOSURE FORM**

P.O. Box 1729 \* 118 S. Cage Blvd. \* Pharr, Texas 78577  
Fax 956-702-5313



Date of Event: Sat., Oct. 6th and Sun., Oct 7th 2018  
Type of Event: ☐ Parade ☐ Walk-A-Thon ☐ Other Festival (Jamaica)  
NAME OF CONTACT PERSON: Rev. Raymond NWACHUKWU  
ORGANIZATION (IF APPLICABLE): St. Margaret Mary Catholic Church  
ADDRESS: 122 W. Hawk Ave. CITY: Pharr ZIP CODE: 78577  
PHONE NO.: (956) 787-8563 CELLULAR PHONE: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**PURPOSE AND DESCRIPTION OF EVENT:**

Annual Church Festival to raise funds

START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_  
ROUTE TO BE TRAVELED OR UTILIZED (Attach Site & Traffic Plan)

Starting Location: 100 Block of West Jurez between Cage and Aster

Ending Location: \_\_\_\_\_

Will event occupy all or only a portion of the width of the street? All

Is the event insured? ☒ Yes ☐ No  
If yes, Insurance Company Information Catholic Mutual Contact #: (956) 787-8563

Applicant Signature: [Signature]

**AUG 24 2018**

**FOR CITY USE ONLY:**

Date Received: \_\_\_\_\_

CITY OF PHARR  
ADMINISTRATION  
City Commission: PHARR, TEXAS

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

\_\_\_\_\_  
City Manager's signature

\_\_\_\_\_  
Date



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 5.E.

**DATE SUBMITTED:** August 23, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Lizette Gomez, Risk Management Coordinator

**DEPARTMENT:** HR

**DIRECTOR:** Anali Alanis

**Agenda Item:** Consideration and action authorizing City Manager to advertise for Request for Proposals for Insurance Coverage and Third Party Claims Adjusting for Self-Funded Workers Compensation.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Request for proposals for TPA for Self-Funded Workers Compensation processing.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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### ROUTING:

Lizette Gomez

Anali Alanis

Sandra Zamora

Patricia Rigney

City Management Office

Created/Initiated - 08/23/2018

Approved - 08/23/2018

Approved - 08/29/2018

Approved - 08/30/2018

Final Approval - 08/31/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 5.F.

**DATE SUBMITTED:** August 30, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Ricardo Pedraza, Public Works Director

**DEPARTMENT:** Public Works

**DIRECTOR:**

**Agenda Item:** Consideration and action authorizing City Manager to advertise for formal sealed bids for Pick-up of Used Tires and Scrap Removal Services.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** The recycling center's tire collection contract expired and we are needing to advertise for formal bids and solicit a new tire collection contract.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

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**ROUTING:**

Ricardo Pedraza

Created/Initiated - 08/30/2018

Sandra Zamora

Approved - 08/30/2018

Patricia Rigney

Approved - 08/30/2018

Karla Moya

Approved - 08/30/2018

City Management Office

Final Approval - 08/31/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 5.G.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Ricardo Pedraza, Public Works Director

**DEPARTMENT:** Public Works

**DIRECTOR:**

**Agenda Item:** Consideration and action authorizing City Manager to advertise for formal sealed bids for a Supply Contract for Purchase of Tires.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Fleet services does not have a tire purchasing contract and would like to advertise for formal bids to solicit for a supply contract for the purchase of tire(s).

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

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**ROUTING:**

Ricardo Pedraza

Sandra Zamora

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 08/28/2018

Approved - 08/29/2018

Approved - 08/30/2018

Approved - 08/31/2018

Final Approval - 08/31/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 5.H.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Ricardo Pedraza, Public Works Director

**DEPARTMENT:** Public Works

**DIRECTOR:**

**Agenda Item:** Consideration and action authorizing City Manager to advertise for formal seal bids for a Fleet Tire Repair Service Contract.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Fleet services is in need of a tire repair services contract which would lock in set pricing associated with various tire repair services.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

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**ROUTING:**

Ricardo Pedraza

Created/Initiated - 08/28/2018

Omar Anzaldúa

Approved - 08/30/2018

Sandra Zamora

Approved - 08/30/2018

Patricia Rigney

Approved - 08/30/2018

Karla Moya

Approved - 08/30/2018

City Management Office

Final Approval - 08/31/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 5.I.

**DATE SUBMITTED:** August 30, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** Consideration and action 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:**

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**ROUTING:**

Hilda Pedraza

Created/Initiated - 08/30/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 5.I.1.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Angie Resio, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Red Robin Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 409 South Jackson Road. **CUP#030747**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Red Robin Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#030747**

**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 General Business District (C) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

**Alternatives:** N/A

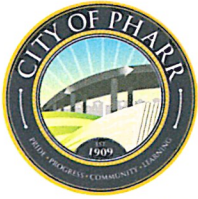
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### ROUTING:

Angie Resio  
Roland Gomez  
Melanie Cano  
City Management Office

Created/Initiated - 08/28/2018  
Approved - 08/30/2018  
Approved - 08/30/2018  
Final Approval - 08/31/2018





# Pharr



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

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

## Executive Summary Letter

September 4, 2018

Conditional Use Permit **Renewal** for ABC – Red Robin Restaurant

### Background:

Red Robin Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 15th renewal for Red Robin Restaurant.

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

### Recommendations:

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

P:\Admin\MY FILES\CUPS\ABC\ABC\_Red Robin\_2003





## MEMORANDUM

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**DATE:** TUESDAY, SEPTEMBER 4, 2018

**TO:** MAYOR AND CITY COMMISSION

**FROM:** MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** JUAN GUERRA, CITY MANAGER

|                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> CONDITIONAL USE PERMIT <b>RENEWAL</b> FOR ABC –<br>FILE NO. <b>CUP#030747</b> (RED ROBIN RESTAURANT) |
|----------------------------------------------------------------------------------------------------------------------|

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### GENERAL INFORMATION:

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

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

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

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

**COMMENTS:**

|                      |                                                    |
|----------------------|----------------------------------------------------|
| <b>POLICE CHIEF:</b> | Recommends approval of the Conditional Use Permit. |
|----------------------|----------------------------------------------------|

|                         |                                                    |
|-------------------------|----------------------------------------------------|
| <b>FIRE DEPARTMENT:</b> | Recommends approval of the Conditional Use Permit. |
|-------------------------|----------------------------------------------------|

**CODE COMPLIANCE  
DIVISION:**

Recommends approval of  
the Conditional Use Permit.

**HEALTH DIVISION:**

Recommends approval of  
the Conditional Use Permit.

**PLANNING  
DEPARTMENT:**

Recommends approval of  
the Conditional Use Permit.

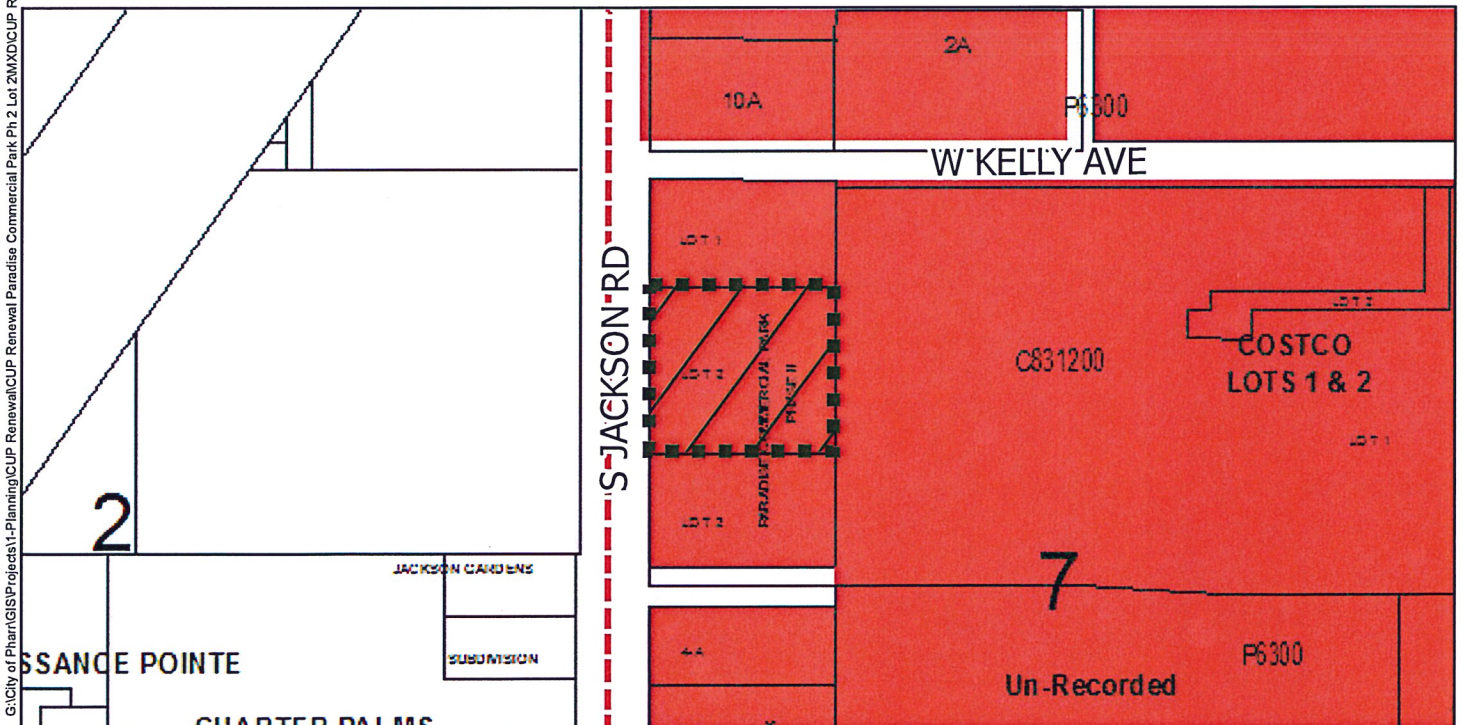
**DEVELOPMENT  
SERVICES**

**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 General Business District (C) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.



Conditional Use Permit Renewal  
Paradise Commercial Park Ph 2 Lot 2  
Red Robin



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

Scale: 1 inch = 300 feet



Date: 8/3/2018





## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 6.A.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Communications

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Ordinance creating the Public Safety Communications Advisory Committee and setting By-Laws. *(2nd Reading)*

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** By-Laws for the Public Safety Communications Advisory Committee. This committee will be put in place based of Ordinance O-2017-38 ESTABLISHING A PUBLIC SAFETY COMMUNICATIONS DEPARTMENT AND PURCHASING DEPARTMENT

SECTION 3: Creation and duties of Public Safety Communications Department.

C) The creation of a Public Safety Communications Advisory Committee is authorized within the department. A chairman, vice- chairman and secretary is authorized. The chairman appointment shall be filled by the mayor and all other officers shall be filled by an election of the board. This committee shall consist of at least 5 members and not exceed 9. Composition shall be the City fire chief, police chief, City Manager and a designee from the Mayor. Other members may be appointed by inter -local agreements from other government entities which have obtained services from the Public Safety Communications department.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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**ROUTING:**

Hilda Pedraza

Created/Initiated - 08/28/2018

Daniel Ramirez  
Patricia Rigney  
City Management Office

Approved - 08/30/2018  
Approved - 08/30/2018  
Final Approval - 08/31/2018

**ORDINANCE NO. O-2018-\_\_**

**AN ORDINANCE OF THE CITY OF PHARR CREATING THE “PHARR PUBLIC SAFETY COMMUNICATIONS ADVISORY COMMITTEE”; PROVIDING BY-LAWS; PROVIDING FOR A PENALTY; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; A PUBLICATION AND AN EFFECTIVE DATE**

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

**SECTION 1: Pharr Public Safety Communications Advisory Committee By-Laws**

**BYLAWS OF THE  
PHARR PUBLIC SAFETY COMMUNICATIONS ADVISORY COMMITTEE**

**SECTION 2: Intent and Body**

**Sec. 2.01.1 ARTICLE 1. NAME.**

The name of the committee is the Pharr Public Safety Communications Advisory Committee.

**Sec. 2.01.2 ARTICLE 2. PURPOSE AND DUTIES.**

The purpose of the committee is to exercise the powers and duties of a Pharr Public Safety Communications Advisory Committee of the City of Pharr. It shall promote and encourage public safety of the City of Pharr and those Cities that we serve, through the participation of the City, the citizens of Pharr, and local business concerns in individual and cooperative efforts. It shall actively pursue and promote the development of civic pride and shall coordinate the efforts of all who will work for the common purpose of improving public safety services of the City of Pharr and those Cities that we serve. Such Committee shall also perform other duties as may be necessary and directed by the Pharr Committee of Commissioners. Some of the duties of the Committee shall include but not limited to review if needed calls of service, response times, recommend changes to policy. Personnel matters and budget compliance shall be the responsibility of the Director of Communications.

**Sec. 2.01.3 ARTICLE 3. MEMBERSHIP.**

- (A) The Pharr Public Safety Communications Advisory Committee is composed of seven (7) members, appointed by the Board of Commissioners.

- (B) Members serve at the pleasure of the Board of Commissioners. Any member may be removed from their position on the committee for any reason, or for no reason, by a majority vote of the Board of Commissioners.
- (C) Members shall be appointed for a term of one, two and three years on a rotating basis and removable by the appointing authority. The Board of Commissioners shall appoint two (2) one (1) year members, two (2) two (2) year members and on (1) three (3) year members. All cases to be heard and ruled upon will always be heard by a minimum of three (3) members.
- (D) An individual member may not act in an official capacity except through the action of the committee. When a member is called upon to voice opinions at public or private functions, he/she shall indicate that he/she is speaking for himself/herself and not representing the committee or the City of Pharr unless a formal action by the Pharr Public Safety Communications Advisory Committee or Board of Commissioners has been taken on the specific issue.
- (E) A member who is absent for three consecutive regular meetings or half of all regular meetings in a “rolling” twelve month timeframe automatically vacates the member’s position. This does not apply to an absence due to illness or injury of the committee member, an illness or injury of a committee member’s immediate family member, or the birth or adoption of the member’s child for 90 days after the event. The committee member must notify the Director of Communications of the reason for the absence not later than the date of the next regular meeting of the committee. Failure to notify before the next regular meeting of the committee will result in an unexcused absence.
- (F) At each meeting, each committee member shall sign an attendance sheet which indicates that the member does not have a conflict of interest with any item on that agenda, or identifies each agenda item on which the member has a conflict of interest. Failure to sign the sheet results in the member being counted as absent and his/her votes are not counted.
- (G) A committee member who seeks to resign from the committee shall submit a written resignation to the chairman. If possible, the resignation should allow for a thirty-day notice, so the Board of Commissioners can appoint a replacement.
- (H) The Director of Communications and the Deputy City Manager shall be ex officio members of the Pharr Public Safety Communications Advisory Committee without a right to vote but will provide technical support and expertise to the Committee. The provisions of “Article 3. Membership. Letter (E)” do not apply to ex officio members.

- (I) Committee members serve without compensation. The committee and its members have no authority to expend funds or to incur or make an obligation on behalf of the City of Pharr unless authorize and approved by the Board of Commissioners. Committee members may be reimbursed for expenses authorized and approved by the Board of Commissioners.
- (J) Members will comply with City Ordinances, Rules and Policies applicable to the committee and its members, including but not limited to ethics, courtesy and respect. Members are prohibited from engaging in conduct that adversely reflects on the City, bears a negative impact on public perception of the City, its employees or elected and appointed officials.
- (K) Members shall not have any administrative or enforcement authority in the day to day operations of the City. They shall have no authority or right to enforce any rule, ordinance or regulation of the City. Any violations are violation of this ordinance.
- (L) There shall be a standing subcommittee comprised of those agencies whom the Pharr Public Safety Communications Department provides services for.

**Sec. 2.01.4 ARTICLE 4. OFFICERS.**

- (A) The officers of the committee shall consist of a chairman and a vice-chairman and secretary.
- (B) The chairman is appointed by the Mayor and the City Council shall approve the recommendation by a vote of the majority of the Board of Commissioners during the annual appointment process. Composition shall be:
  - 1. The Chairman
  - 2. City Fire Chief
  - 3. City Police Chief
  - 4. City Manager or Deputy City Manager
  - 5. City representative we serve or appointee
  - 6. City representative we serve or appointee
  - 7. Lower Rio Grande Valley Development Council 9-1-1Other members may be appointed by inter-local agreements from other governmental entities which have obtained services from the Public Safety Communications Department.
- (C) The term of office shall be one year, beginning January and ending December. An officer may continue to serve until a successor is elected. A person may not serve as an officer in a designated position of a commission for more than three consecutive one-year terms. A person who has served as an officer in a designated position of a committee for three consecutive terms is not eligible for re-election to



that designated office until the expiration of two years after the last date of the person's service in that office.

- (D) A member may not hold more than one office at a time.

#### **Sec. 2.01.5 ARTICLE 5. DUTIES OF OFFICERS.**

- (A) The chair shall preside at committee meetings, appoint all sub-committees, and represent the committee at ceremonial functions.
- (B) In the absence of the chairman, the vice-chair shall perform all duties of the chair.
- (C) In the absence of both the chairman and the vice-chair the secretary shall perform the duties of the chairman.
- (D) In the absence of all officers the most senior member by appointment date shall chair the meeting. If there is a quorum of the committee.

#### **Sec. 2.01.6 ARTICLE 6. AGENDAS.**

- (A) Items may be placed on the agenda by the chairman, Director of Communications, the City Manager or his designee or at the request of two or more committee members. The requests must be at least five days before the meeting. Committee members must consulting with and receiving input from the Director of Communications. The Director shall seek consultation from the City Attorney as to the legalities of the agenda item(s) and whether it is within the committee's discretion.
- (B) Staff shall assemble all regular meeting items as directed by City ordinance and internal city policy.
- (C) Posting of the agenda must comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).

#### **Sec. 2.01.7 ARTICLE 7. MEETINGS.**

- (A) The committee meetings shall comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).
- (B) Committee meetings shall be governed by Robert's Rules of Order.

- (C) All meeting of the committee shall be open to the public. Unless in accordance with Chapter 551 of the Texas Government Code the Committee needs to go into executive session to discuss items pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084, 551.087. The committee shall keep minutes of its proceedings showing the vote of each member on each question, or if absent or failing to vote. The Director of Communications shall be custodian and possessor of records and minutes of the meetings.
- (D) The committee shall meet at least once a month. In November of each year, the committee shall adopt a schedule of the meetings for the upcoming year, as composed by staff.
- (E) Special meetings may be called by the chairman or at the requested by three or more members. The call shall state the purpose of the meeting, the time and the date. A committee may not call a meeting in addition to its regular scheduled meetings as identified in its adopted meeting schedule, more often than once a quarter, unless the meeting is required to comply with a statutory deadline or a deadline established by Council.
- (F) If a quorum for a meeting does not convene within one-half hour of the posted time for the meeting, then the meeting may not be held.
- (G) An affirmative vote of at least 4 members must be made to approve any motion.
- (H) The chairman has the same voting privilege as any other member.
- (I) The committee shall allow citizens to address the committee on agenda items the beginning of the Committee meeting and as specified in Ordinance No. O-2015-28. The chairman may limit a speaker to three minutes. In the interest of fairness to the applicants and appellants appearing before the committee and those appearing in opposition to the same, no discussion shall be held by a member or members of this committee with the applicant, appellant, or opposition, who is attempting to influence any committee member concerning the application or other matter involving an applicant or appellant before the committee either at home or office, or in person, by telephone, letter or electronic communication. All such discussions shall be held during a meeting at which the item is posted for discussion so that all members shall have the full benefit of such a discussion.
- (J) The Communications staff shall prepare the committee minutes. The minutes of each committee meeting must include the vote of each member on each item before the committee and indicate whether a member is absent or failed to vote on an item.
- (K) The city clerk shall retain agendas, approved minutes, internal review reports and bylaws. The Communications Department shall retain all other committee

documents. The documents are public records under Texas Local Government Code Chapter 552 (Texas Public Information Act).

(L) Each person and committee member attending a committee meeting should observe proper decorum.

(M) Debate and motions. Motions are usually classified in several ways:

- (1) Main motion
- (2) Subsidiary motion/Un-debatable motions;
- (3) Privileged motions; and
- (4) Fully-debatable motions.

A *Main Motion* is a motion that brings business before the committee. Main motions are made while no other motion is pending. Any of the subsidiary or privileged motions may be made while the main motion is pending, and in many cases these motions, if passed, will affect the committee's consideration of the main motion. A subsidiary or un-debatable motion is a type of motion by which a deliberative assembly deals directly with a main motion prior to (or instead of) voting on the main motion itself. Subsidiary motions are motions such as to postpone indefinitely, amend and to table.

A *Subsidiary* or *Un-debatable* motion involves procedural questions that can be resolved without discussion, such as tabling a main motion, moving the previous question, restricting further discussion of a main motion to a fixed number of minutes, postponing action, or referring an item under discussion to a committee. After a subsidiary or un-debatable motion is offered, the chairman must immediately take a vote, without discussion.

*Privileged* motions grant precedence over ordinary business. Such motions have limited debate permitted. They include setting the time of the next meeting, adjourn, recess or executive session. Any discussion of a privileged motion must be addressed to the motion itself. A motion to fix the time for adjourning the commission meeting, for example, might require limited debate as to the advisability of such a decision, but other points of discussion would be out of order.

*Fully-debatable* motions are subject to unlimited discussion prior to a decision.

One of the most important principles of debate is that committee member's statements be directly relevant to the item under consideration. Committee members recognized by the chairman are given the floor only for the purpose of discussing the item then pending, and they are out of order if they depart from that item. "Debate" can easily evolve into statements of personal philosophy. As interesting though as these statements may seem to the speaker, such departures do not belong in a commission meeting.

#### **Sec. 2.01.8 ARTICLE 10. AMENDMENT OF BYLAWS.**

A bylaw amendment is not effective unless approved by the Board of Commissioners of the City of Pharr, Texas.

**SECTION 3: Severability Clause**

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

**SECTION 4: Repealing Clause**

All existing ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5: Penalty Clause**

Any violation of this ordinance shall constitute a voluntary and automatic resignation from the Pharr Public Safety Communications Advisory Committee.

**SECTION 6: 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.

**SECTION 7: Effective Date; Publication**

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

**PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the \_\_\_\_ day of \_\_\_\_, 2018.

CITY OF PHARR

ATTEST:

\_\_\_\_\_  
AMBROSIO HERNANDEZ  
MAYOR

\_\_\_\_\_  
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  
\_\_\_\_\_, 2018.

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  
\_\_\_\_\_, 2018.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO HERNANDEZ  
MAYOR

ATTEST:

\_\_\_\_\_

HILDA PEDRAZA, CITY CLERK

DRAFT



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 6.B.

**DATE SUBMITTED:**

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Police

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Ordinance setting forth the purpose of establishing a curfew for Minors. *(2nd Reading)*

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Allow the City of Pharr to establish an Ordinance for a curfew for Minors. The Ordinance would allow the City of Pharr to provide for the definition of terms and set the hours of curfew. It would also allow the City of Pharr to provide for exceptions to the curfew regulations and provide parental responsibilities for the Minors. The Ordinance would provide for Police Procedures for the processing of curfew violators, establish penalties and set forth guidelines for repeat violators to the Hidalgo County Juvenile Probation Department.

**Financial Consideration:** N/A

**Staff Recommendation:** Staff recommends approval

**Alternatives:** N/A

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**ROUTING:**

Hilda Pedraza  
City Management Office

Created -

**ORDINANCE NO. O-2018-\_\_\_**

**AN ORDINANCE PROVIDING FOR A CURFEW; SETTING FORTH THE PURPOSE OF ESTABLISHING A CURFEW; PROVIDING FOR DEFINITION OF TERMS; SETTING THE HOURS OF CURFEW; PROVIDING FOR EXCEPTIONS TO CURFEW REGULATIONS; PROVIDING FOR PARENTAL RESPONSIBILITIES OF MINORS; PROVIDING FOR POLICE PROCEDURES FOR THE PROCESSING OF CURFEW VIOLATORS; PROVIDING FOR A PENALTY UPON CONVICTION OF A VIOLATION OF SAID ORDINANCE; PROVIDING FOR REFERRAL OF JUVENILES TO THE HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT FOR REPEAT OFFENDERS; PROVIDING FOR A CONSTRUCTION AND SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF**

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

**SECTION 1: STATE LAW REQUIREMENTS.** Chapter 370, Section 370.002 of the Texas Local Government Code requires a municipality to conduct public hearings as to the need for renewal of an ordinance every three (3) years. This ordinance arises from the requirement to address issues arising from any public hearings, and other needs as may exist from the need to ensure that circumstances affecting the public's health, safety, and welfare are observed and considered.

**SECTION 2: PURPOSE.** This Ordinance sets forth regulations for the presence of minors in public places during specified times of day. These regulations encompass prevailing community standards for the purpose of furthering responsible conduct, and advancing family responsibility and of promoting public safety and welfare for all persons. The Board of Commissioners of the City of Pharr, Texas, has determined that a curfew meets a very real need and is a significant factor in protecting juveniles and minimizing juvenile delinquency and promoting the public's health, safety, and welfare. The Board of Commissioners also finds that there are persons upon the streets of the city who represent an influence that is detrimental to the health, safety, welfare and morals of minors considering their peculiar vulnerability and their inability to make critical decisions in an informed and mature manner and that minors who fall under this influence, in turn, represent a detriment to the health, safety, welfare and morals of the community as a whole and lead to increased crime and fear among citizens for their safety and welfare and that of their minor children. The Board of Commissioners also finds that commercial recreational facilities are very limited in the City of Pharr. The curfew hours cited by this ordinance reflect the community standard of the appropriate hour for cessation of outdoor activities by minors in public places. The curfew also takes into account the hours which present the highest risk for nocturnal crimes and for the congregating of minors with potential risks incident to immaturity. Therefore, the Board of Commissioners finds that this Curfew Ordinance is necessary and that it serves the community's interest in



protecting our minors from criminal and other unhealthy influences. The Board of Commissioners has determined that parental and community responsibility for the whereabouts of minors is a community norm. As parental and community control increases, the likelihood of juvenile delinquency decreases. Therefore, legal sanctions to enforce parental and community responsibility has been shown to be significantly effective in minimizing the incidence of juvenile delinquency and in protecting the minors and the community at large. The Board of Commissioners hereby determines that the curfew for minors will accomplish under local conditions the purposes stated herein. The Board of Commissioners is mindful that minors in the City of Pharr have the right to use the public places, streets and ways, to exercise their rights to free speech and association, to travel, to be employed and to be involved in school, church and other association activities and find that any restrictions upon these rights are essential for the purposes set out herein and are limited to meeting the essential needs found herein and are otherwise scrupulously protected herein. It is the desire and intent of the Board of Commissioners that in assessing penalties for violation of Section 4 of this Curfew Ordinance, the Court should utilize to the full extent of the law procedures and sentences other than monetary fines to that the minor bears the burden for violation of the ordinance rather than a parent of such minor.

**SECTION 3: DEFINITIONS.** When used in this ordinance, the following words and terms, unless the context indicates a different meaning, shall have the meanings given as follows:

- A. CITY: The City of Pharr, County of Hidalgo, Texas.
- B. MINOR: Any person under the age of 17 years of age, or as otherwise defined by the Texas Family Code (Title III).
- C. PERSON: Any person having legal custody, or control, of a minor such as:
  - (i) a natural or adoptive parent;
  - (ii) a legal guardian;
  - (iii) a person who stands in loco parentis; or
  - (iv) as a person to whom legal custody has been given by order of a court of competent jurisdiction; and
  - (v) any person with control over a public place, establishment, or other organized association or event.

D. PUBLIC PLACE: Any place accessible by the public, a business or public facility, a way or place, of whatever nature, opened to the use of the public as a matter of right, or for purposes of vehicular travel a street, or in the case of a sidewalk thereof, for pedestrian travel. The term street includes the legal right-of-way, including but not limited to the traffic lanes, curbs, sidewalks, whether paved or unpaved, and any grass plots or other ground found within the legal right-of-way of the street. The term street applies irrespective of what it may be called or informally named, whether alley, avenue, road, roadway, highway or otherwise.

E. REMAIN: To stay behind, to tarry and to stay unnecessarily upon the streets, including but not limited to the congregating of groups (or of interacting minors) in which any minors involved would not be using the streets for ordinary or serious purposes such as mere passage or going home. Within this meaning, this ordinance does not prohibit mere presence, but is intended as a Curfew Ordinance prohibiting "remaining".

F. PROHIBITED HOURS: Shall also refer to herein for all purposes as the curfew. The prevailing standard of time, whether Central Standard Time or Central Daylight Savings time, generally observed at that hour by the public in the City. It shall be prima facie the time then observed in the city administrative offices and police station.

**SECTION 4: CURFEW HOURS FOR MINORS.** It shall be unlawful for any person under 17 years of age to be or remain in or upon any public place within the City during the following curfew periods beginning at:

- (a) 10:00 o'clock p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day;
- (b) 12:01 a.m. until 6:00 a.m. on any Friday or Saturday; and
- (c) 9:00 a.m. until 2:30 p.m. during the effective regular school calendar requiring student attendance.

**SECTION 5: EXCEPTIONS.** It shall be a defense to the accusation of unlawful conduct pursuant to Section 4 of this Curfew Ordinance for the accused minor to demonstrate that he or she was:

- A. Accompanied by a legal guardian or parent (biological, adoptive, or step-parent) of such minor.
- B. Accompanied by an adult authorized by a parent or legal guardian of such minor to take said parent's place in accompanying said minor for a designated period of time and purpose within a specified area.

- C. When exercising First Amendment Rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly.
- D. Returning home, by a direct route from a school activity, or an activity of a religious or other voluntary association.
- E. Engaged in activities organized by the schools. In such cases, such activity shall have been organized by or through the schools or other similar organization in a regular course.
- F. Involved in interstate or intrastate motor vehicle travel, with consent of an authorized legal guardian or parent. This section specifically exempts interstate travel beginning or ending in the City. This section does not exempt travel merely in or around the City.
- G. Involved in an emergency that was a result of unforeseen circumstances that required immediate action including but not limited to: fire, natural disaster, automobile accident, and any other possible situation that threatened serious harm, injury, or loss of life.
- H. Each of the foregoing exceptions, and the several limitations such as provisions for notification, are severable, as hereinafter provided.

**SECTION 6: RESPONSIBILITY OF PERSONS IN PRESENCE OF MINOR.** It shall be unlawful for a any person, as defined herein, to knowingly permit or by inefficient control allow such minor to be or remain upon any public place under circumstances not constituting an exception to, or otherwise outside the scope of, the Curfew Ordinance. The term "knowingly" includes knowledge that a person should reasonably be expected to have concerning the whereabouts of a minor in that person's legal custody. It shall be no defense that a person was completely indifferent to the activities or conduct or whereabouts of such minor. It shall be a defense to the accusation of unlawful conduct pursuant to this Section of the Curfew Ordinance for the accused person to demonstrate that the person has reported an inability to control the minor to a law enforcement agency with jurisdiction over the person's place of residence, establishment, or public place, or to demonstrate that the person has enrolled in any parenting classes at a public or private educational institution.

## **SECTION 7: POLICE PROCEDURES.**

A. A Police Officer of the City, upon finding or having attention called to any minor on the streets in prima facie violation of the Curfew Ordinance, should follow the complete Police Department Juvenile Procedures. In the absence of convincing evidence such as a birth certificate, a police officer on the street shall on the first instance use his best judgment in determining age. In following the Police Department Juvenile

Procedures, a Police Officer must act in accordance with the Texas Family Code as it is now enacted or may be hereafter amended. In the case of the first violation by a minor, the juvenile officer or other designated police officer shall send to a parent written notice of said violation, by certified mail, with a warning that any subsequent violation may result in enforcement of parental responsibility and of applicable penalties.

B. The prohibition enacted by this Curfew Ordinance shall apply to persons as defined herein. If a police officer takes into custody for violation of this Curfew Ordinance a minor who is discovered to be under the age of 10 years, such minor shall not therefore be accused of unlawful conduct pursuant to this ordinance. Instead, the officer is to release such minor to his or her parent, guardian, custodian or other responsible person as may be authorized as soon as practicable pursuant to the Pharr Police Department Juvenile Procedures. This subsection shall not be construed as a defense to prosecution of the parent of such minor charged with an offense.

**SECTION 8: PENALTIES.** If, after notice pursuant to section 7 of a first violation by a minor, a person violates section 4 (in connection with a second violation by said minor) this shall be treated as a first offense by the person. Upon conviction for such first offense, a person may be fined an amount not to exceed \$100.00. Upon conviction for a subsequent offense of violation of this Ordinance, a person may be fined in an amount no more than \$200.00 for each subsequent conviction.

**SECTION 9: REFERRAL.** Any minor who shall violate any of the provisions of the Curfew Ordinance more than two times shall be referred by the Juvenile Officer to the Hidalgo County Juvenile Probation Department for processing as a child having engaged in conduct indicating a need for supervision. In making any such referral, the Juvenile Officer shall follow the appropriate Police Department Juvenile Procedures.

**SECTION 10: CONSTRUCTION AND SEVERABILITY.** It is hereby declared to be the intention of the Board of Commissioners of the City of Pharr that the sections, paragraphs, sentences, clauses and phrases of this Curfew Ordinance are severable; and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Board of Commissioners without the incorporation in this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section. It is intended by the Board of Commissioners in enacting this Curfew Ordinance that it be held inapplicable in any case where its application would be unconstitutional. A constitutional construction is intended and shall be given. The Board of Commissioners does not intend to violate the Constitution of the State of Texas or the Constitution of the United States of America.

**SECTION 11: REPEALER.** All ordinances or parts of ordinances found to be in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 12: EFFECTIVE DATE; PUBLICATION**

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

**SECTION 13: 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 \_\_\_\_, 2018.

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 \_\_\_\_\_, 2018.

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  
\_\_\_\_\_, 2018.

CITY OF PHARR

ATTEST:

\_\_\_\_\_  
AMBROSIO HERNANDEZ  
MAYOR

\_\_\_\_\_  
HILDA PEDRAZA, CITY CLERK



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 6.C.

**DATE SUBMITTED:** August 30, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Rita Galvan, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Ordinance amending Ordinance O-2017-42 (Acquisition, Disposition, and/or Use of City Property), by adding a small cell design manual. *(Adoption in First Reading)*

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** The State of Texas has delegated to the City the fiduciary duty, as a trustee to manage the public right-of-way for the health, safety, and welfare of the public. SB 1004 authorizes a city to adopt a design manual for the installation and construction of Wireless Facilities within the public right-of-way. On September 18, 2017 the Board of Commissioners approved O-2017-42 establishing requirements for users of city right-of-way. The City of Pharr now seeks to amend the ordinance to include the Design Manual to be consistent with SB 1004.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval of the amendment to O-2017-42.

**Alternatives:**

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**ROUTING:**

Rita Galvan

Created/Initiated - 08/30/2018

Roland Gomez

Approved - 08/30/2018

Melanie Cano

Approved - 08/30/2018

Patricia Rigney

Approved - 08/30/2018

City Management Office

Final Approval - 08/31/2018

**AN ORDINANCE AMENDING O-2017-42, THE CODE OF ORDINANCES OF THE CITY OF PHARR AT CHAPTER 139 (ACQUISITION, DISPOSITION, AND/OR USE OF CITY PROPERTY) BY ADDING A SEC.139.16 "SMALL CELL DESIGN MANUAL" FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the City of Pharr has a duty and obligation to promote the health, safety and welfare of its citizens and visitors

**WHEREAS**, regulation of the City of Pharr's public right-of-way is necessary to the health, safety and welfare Pharr citizens and visitors,

**WHEREAS**, the City of Pharr, in compliance with the Constitution of the State of Texas, demands just compensation when private parties endeavor to use public land,

**WHEREAS**, the Board of Commissioners approved Ordinance (O-2017-42) establishing requirements for users of city right-of-way; and

**WHEREAS**, the Board of Commissioners seeks to amend the ordinance to include the Design Manual to be consistent with SB 1004.

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

**SECTION I:** The Code of Ordinances, City of Pharr, Chapter 139, is hereby amended by adding the following provisions such that section 139.16 shall read:

**Sec. 139.16: Small Cell Design Manual**

**SECTION 1. PURPOSE AND APPLICABILITY**

The City of Pharr encourages the deployment of state-of-the-art small cell wireless technology within the City for the many benefits it promises the citizens of Pharr including increased connectivity and reliable networks and services.

The standards and procedures provided in this *Wireless Services Design Manual* are



adopted to protect the health, safety, and welfare of the public by minimizing and reducing impacts to public safety within the City's Right-of-Way and to minimize and reduce impacts to the City, its residents and visitors; and for the general health and welfare of the public. Texas Local Government Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Texas Local Government Code, Chapter 284, Section 284.002 as "Micro Network Nodes", "Network Nodes", and "Node Support Poles". As expressly allowed by Texas Local Government Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301<sup>1</sup>, the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

Due to the increasing number of facilities in the City's Right-of-Way, the City has adopted the "Right-of-Way Ordinance" which is applicable to all public service providers including Wireless Service Providers or Network Providers (collectively, "Providers") as defined by Chapter 284 of the Texas Local Government Code. A Network Provider shall comply with this Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

## **SECTION 2. DEFINITIONS**

The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.<sup>2</sup> When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

*"Abandon"* and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof), that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

*“Antenna”* means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

*“Applicable codes”* means:

- a (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by recognized national code organization; and
- (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

*“City”* means the City of Pharr, Texas and the City’s officers and employees.

*“City Manager”* shall mean City Manager or designee.

*“Chapter 284”* means Tex. Loc. Gov. Code, Chapter 284.

*“Collocate and collocation”* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

*“Concealment or Camouflaged”* means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

*“Decorative pole”* means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

*“Design District”* means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

*“Disaster emergency or disaster or emergency”* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

*“Distributed Antenna System or DAS”* shall be included as a type of “Network Node.”

*“Easement”* means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. “Easement” shall include a private easement used for the provision of utilities.

*“Federal Communications Commission or FCC”* means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

*“Highway right-of-way”* means right-of-way adjacent to a state or federal highway.

*“Historic district”* means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

*“Law”* means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

*“Local”* means within the geographical boundaries of the City.

*“Location”* means the City approved and lawfully permitted location for the Network Node.

*“Macro tower”* means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

*“Mayor”* means the Mayor for the City.

*“Micro network node”* means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

*“Municipal park”* means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

*“Municipally owned utility pole”* means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

*“MUTCD”* means Manual of Uniform Traffic Control Devices.

*“Network node”* means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

A. includes:

- i. equipment associated with wireless communications;
- ii. a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological

- configuration; and
- iii. coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

B. does not include:

- i. an electric generator;
- ii. a pole; or
- iii. a macro tower.

*“Network provider”* means:

A. a wireless service provider; or

B. a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- i. network nodes; or
- ii. node support poles or any other structure that supports or is capable of supporting a network node.

*“Node support pole”* means a pole as defined by Chapter 284 of the Texas Local Government Code.

*“Permit”* means a document issued by the City authorizing installation, removal, modification and other work for Provider’s network nodes or node support poles in accordance with the approved plans and specifications.

*“Pole”* means a service pole, municipally owned utility pole, node support pole, or utility pole.

*“Private easement”* means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

*“Provider”* has the same meaning as “Network Provider.”

*“Public Right-of-Way”* means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

A. a private easement; or

B. the airwaves above a public right-of-way with regard to wireless telecommunications.

*“Public right-of-way management ordinance”* means Chapter 94, Article II of the Pharr Code of Ordinances.

*Service pole* means a pole, other than a municipally owned utility pole, owned or

operated by a municipality and located in a public right-of-way, including:

- A. a pole that supports traffic control functions;
- B. a structure for signage;
- C. a pole that supports lighting, other than a decorative pole; and
- D. a pole or similar structure owned or operated by a municipality and supporting only network nodes.

“*Small cell*” shall be included as a type of “Network Node.”

“*Street or public way or public right-of-way or public rights-of-way or rights-of-way or right-of-way*” means the surface of, and the space above and below a public street, road, highway, freeway, land, path, public way or place, alley, court, boulevard, parkway, drive, or other easement now or hereafter held by or under the control of the city, to which the city holds the property rights in regard to the use for utilities, excluding easements not intended for public works or public utility facilities but shall not include property of city which is not a dedicated public right-of-way, street, highway, or alley. Neither the inclusion of this definition nor the provisions hereof shall be construed to grant any right or privilege to utilize or occupy the city rights-of-way absent an expressed agreement of the city or by authority expressly granted by state law.

“*SWPPP*” shall mean Storm Water Pollution Prevention Plan.

“*TAS*” means Texas Accessibility Standards.

“*Traffic Signal*” means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

“*Transport facility*” means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

“*Underground Requirement Area*” means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

“*User*” means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

“*Utility pole*” means a pole that provides:

- A. electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- B. services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

*“Wireless service”* means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

*“Wireless service provider”* means a person that provides wireless service to the public.

*“Wireless facilities”* mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

### **SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.**

#### **A) Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.**

**1) *Municipal Parks and Residential Areas.*** In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

A) Not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

B) Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

**1)** In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

**2) *Historic District and Design Districts.*** In accordance with Chapter 284, Sec. 284.105, a Network Provider must obtain advance written approval from the City before collocating Network Nodes or installing Node Support Poles in a Design District with Decorative Poles or in an area of the City zoned or otherwise

designated as a Design District or Historic District.

- A) As a condition for approval of Network Nodes or Node Support Poles in Design Districts with Decorative Poles or in a Historic District, the City shall require reasonable design or Concealment measures for the Network Nodes or Node Support Poles. Therefore, any request for installations in a Design District with Decorative Poles or in a Historic District, must be accompanied with proposed Concealment measures in the permit applications.
  - B) The City requests that a Network Provider explore the feasibility of using Camouflage measures to improve the aesthetics of the Network Nodes, Node Support Poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in Design Districts or in an Historic District.
  - C) Network Provider shall comply with and observe all applicable City, State, and federal historic preservation laws and requirements.
  - D) Each permit application shall disclose if it is within a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.
- 3) **Historic Landmarks.** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is within 300 feet of such a structure.
- 4) **Compliance with Undergrounding Requirements.** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.
- A) Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.
  - B) Each permit application shall disclose if it is within an area that has undergrounding requirements.

**B) Least preferable locations.**

- 1) **Residential Areas and Parks.** A Network Provider is discouraged from installing

a Network Node on an existing pole in a public right-of-way without written consent from the City Council and/or designee if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

- A) In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

**2) Historic Districts.** A Network Provider is discouraged from installing a Network Node or a Node Support Pole in the public right-of-way in any area designated by the City as a Historic District unless such a Network Node or a new Node Support Pole is camouflaged.

**3) Most preferable locations.**

- A) *Industrial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.
- B) *Highway Rights-of-Way* areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.
- C) *Retail and Commercial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

**4) Designated Areas.**

- 1) The City Commission may designate an area as a Historic District or a Design District under Chapter 284.105 at any time.
- 2) Currently designated *Historic Districts* are:
  - A) Historic District is the area referred to as Historic Downtown Mainstreet District. It includes the properties abutting north and south Cage Blvd. Its boundaries are Juarez Avenue to the north, Kelly Avenue to the south and from Bluebonnet Street to the west and Birch Street to the east.
  - B) The boundaries of the currently designated Downtown District are: north and south Cage Blvd. from Frontage to Ridge Road and extending 460 LF to the west and east of Cage Blvd.
  - C) The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City Commission. Future areas may be designated as one of these Districts at any time. Such



a designation does not require a zoning case.

- D) While not required under Chapter 284 to designate Underground Compliance Areas to prohibit above ground Wireless facilities, the City may also, from time to time, also designate Underground Compliance Areas. For areas containing no alleys, Network Providers shall be required to place Wireless facilities serving such subdivision underground according to city, state and federal plans and specifications.

## **5) Exceptions**

The City by its discretionary consent and agreement may grant exception to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

## **6) Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.**

- 1) *Existing telephone or electrical lines between existing utility poles.* Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.
- 2) Existing Utility Poles (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.
- 3) *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.
- 4) Municipal Service Poles:
  - A) Non-decorative street lights with a height of more than 20 feet.
  - B) Traffic signal structures when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).
  - C) Street signage shall be a low priority use for attachment of a Network Node.
  - D) Other municipal Service pole use is discouraged.

*Ground Equipment.* Ground equipment should be minimal and the least intrusive.

## **SECTION 4. GUIDELINES ON PLACEMENT.**

## **A) Generally.**

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

- 1) obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
- 2) obstruct the legal use of a public right-of-way by other utility providers;
- 3) violate nondiscriminatory applicable codes;
- 4) violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this Design Manual.
- 5) violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

## **B) General Requirements and Information:**

- 1) *Size Limits.* Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.<sup>2</sup>
- 2) State and Federal Rights-of-way permit. If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.
- 3) *Confirmation of non-interference with City Safety Communication Networks.*
  - A) The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.
  - B) It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.
- 4) *Improperly Located Network Node facilities, Node Support Poles and related ground equipment.*

- A) Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Manager and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.
- B) Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$50 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the public right-of-way management ordinance, and other applicable ordinances concerning improperly located facilities in the rights-of-way.

**C) Underground Requirement Areas.**

- 1) In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.
- 2) If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

**D) Network Node facilities placement.**

- 1) *Right-of-Way:* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

- 2) *Height above ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.
- 3) *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.
- 4) *Limit on number of Network Nodes per Site.* There shall be no more than one Network Node on any one Pole.

#### **E) New Node Support Poles.**

- 1) *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.
- 2) *Height of Node Support Poles or modified Utility Pole.* In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:
  - A) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
  - B) 55 feet above ground level.

#### **F) Ground Equipment.**

- 1) *Ground Equipment near street corners and intersections:* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.
- 2) *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Manager and Parks Director in writing.

- 3) *Minimize Ground equipment density:* In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

**G) Municipal Service Poles:**

- 1) *In accordance with Agreement:* Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).
- 2) *Required industry standard pole load analysis:* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely supports the load, in accordance with Chapter 284.108.
- 3) *Height of attachments:* All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.
- 4) *Installations on Traffic Signals:* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:
  - A) Be encased in a separate conduit than the traffic light electronics;
  - B) Have a separate electric power connection than the traffic signal structure; and
  - C) Have a separate access point than the traffic signal structure.
- 5) *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:
  - A) Be encased in a separate conduit than any City signage electronics;
  - B) Have a separate electric power connection than the signage structure; and

- C) Have a separate access point than the signage structure.

## **SECTION 5. GENERAL AESTHETIC REQUIREMENTS**

### **A) New Node Support Pole Spacing.**

New node support poles shall be at a minimum 300 feet from a utility pole, and/or street lights or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

### **B) Allowed Colors.**

Colors in Historic Districts and Design Districts must be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

## **SECTION 6. ELECTRICAL SUPPLY**

**A) Provider Responsible for Electricity.** Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

**B) Generators Prohibited.** Network Provider shall not allow or install generators or back-up generators in the Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

## **SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.**

**A)** Insurance, bonding and security deposits shall be in strict accordance with other applicable ordinances, except to the extent not consistent with Chapter 284.

**B)** Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

## **SECTION 8-14 RESERVED**

### **SECTION 15. DESIGN MANUAL – UPDATES**

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

### **SECTION II: REPEALING CLAUSE**

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

### **SECTION III: SEVERABILITY CLAUSE**

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

### **SECTION IV: PUBLICATION EFFECTIVE DATE**

The importance of the subject matter of this Ordinance is such as to create an emergency and the reading of this ordinance on three (3) separate readings is hereby waived and dispensed with and this Ordinance shall take effect and be in force from and after its passage and approval 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 V: 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.

**SECTION VI:** 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.

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<sup>1</sup> Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS.

(a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management

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of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

<sup>2</sup> Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

- (1) each antenna that does not have exposed elements and is attached to an existing structure or pole:
    - (A) must be located inside an enclosure of not more than six cubic feet in volume;
    - (B) may not exceed a height of three feet above the existing structure or pole; and
    - (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;
  - (2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:
    - (A) must fit within an imaginary enclosure of not more than six cubic feet;
    - (B) may not exceed a height of three feet above the existing structure or pole; and
    - (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;
  - (3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:
    - (A) be more than 28 cubic feet in volume; or
    - (B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;
  - (4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and
  - (5) pole-mounted enclosures may not be taller than five feet.
- (b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):
- (1) electric meters;
  - (2) concealment elements;
  - (3) telecommunications demarcation boxes;
  - (4) grounding equipment;
  - (5) power transfer switches;
  - (6) cut-off switches; and
  - (7) vertical cable runs for the connection of power and other services.
- (c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.
- (d) Equipment attached to a utility pole must be installed in accordance with the National



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Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.

**PASSED** and **APPROVED** BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_\_ day of August, 2018.

CITY OF PHARR

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AMBROSIO HERNANDEZ  
MAYOR

ATTEST:

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HILDA PEDRAZA, CITY CLERK



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 6.D.

**DATE SUBMITTED:** August 30, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Juan Guerra

**Agenda Item:** Consideration and action, if any, on Resolution approving and adopting a Mission, Vision and Core Values Statement for the City of Pharr.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

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### **ROUTING:**

Hilda Pedraza  
Patricia Rigney  
City Management Office

Created/Initiated - 08/30/2018  
Approved - 08/30/2018  
Final Approval - 08/31/2018

**RESOLUTION NO. 2018-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR  
APPROVING AND ADOPTING A MISSION, VISION AND CORE VALUES STATEMENT FOR  
THE CITY OF PHARR**

**WHEREAS**, city staff we tasked with the creation of a vision, mission and core values statements for the city, which the Board of Commissioners support and desires to formally approve via this resolution; and

**WHEREAS**, critical components of effective city planning include defining the core values that guide our interactions with each other, the business community, other private and public sector entities, and most importantly, the citizens we serve; and

**WHEREAS**, other critical components include formulating a mission and vision statement that represents our ideal community and describes how we intend to achieve and support our vision for the community; and

**WHEREAS**, the Board of Commissioners of the City of Pharr finds and determines that the establishment and implementation of a vision, mission and core values statements is important to guide the city, its officers and employees as they fulfill their duties and obligations on behalf of the City of Pharr, and to convey to the citizens and customers of the city how the city will operate; and

**NOW, THEREFORE, BE IT RESOLVED** that on this the 4th Day of September, 2018, the Board of Commissioners of the City of Pharr, Texas formally adopts the following:

**City of Pharr's Vision Statement:**

By 2025, Pharr will progressively move forward as the HUB of the region for international trade, and increase the quality of life for its residents while progressing as a safe, sustainable, family friendly and healthy community where people want to live, invest, and visit.

**City of Pharr's Mission Statement:**

Working as a team to be responsive to our residents utilizing great customer service and accountable, progressive, and transparent management.

**City of Pharr's Core Values:**

The City of Pharr's Core Values shall be delineated by the acronym P.R.ID.E.

P. – Professionalism in your work and appearance.

R. – Respect for yourself, your co-worker, employees and citizens

I. – Integrity in your work and in your life.

D. – Discipline in what you do.

E. – Ethics is key to meeting and respecting the taxpayer's expectations and resources.

PASSED AND APPROVED this the 4<sup>th</sup> day of September, 2018.

CITY OF PHARR

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Ambrosio Hernandez, M.D., MAYOR

ATTEST:

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Hilda Pedraza, City Secretary

APPROVED AS TO FORM:

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Patricia Rigney, CITY ATTORNEY



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 7.A.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Karla Moya, Finance Director

**DEPARTMENT:** Finance

**DIRECTOR:** Karla Moya

**Agenda Item:** Presentation of Proposed Budget FY 2018-2019.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** City of Pharr Proposed Budget needs to be open and available to public and present it to City Commission for consideration.

**Financial Consideration:**

**Staff Recommendation:** No Action needed. For information purpose only.

**Alternatives:**

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### ROUTING:

Karla Moya

Created/Initiated - 08/28/2018

Karla Moya

Approved - 08/28/2018

Karla Moya

Approved - 08/28/2018

Patricia Rigney

Approved - 08/28/2018

City Management Office

Final Approval - 08/31/2018

**CITY OF PHARR, TX  
CITY-WIDE PROPOSED BUDGET  
FOR FISCAL YEAR 2018-2019**



**This budget will raise more total property taxes than last year's budget by \$466,637 or 2.4 % increase, and of that amount, \$361,150 is tax revenue to be raised from new property added to the tax roll this year.**

# GENERAL FUND





**CITY OF PHARR, TX**  
**GENERAL FUND**  
**SUMMARY OF REVENUES AND EXPENDITURES**

|                                        | <b>ACTUAL</b><br><b>2016-2017</b> | <b>ORIGINAL</b><br><b>BUDGET</b><br><b>2017-2018</b> | <b>AMENDED</b><br><b>BUDGET</b><br><b>2017-2018</b> | <b>PROJECTED</b><br><b>ACTUAL</b><br><b>2017-2018</b> | <b>PROPOSED</b><br><b>BUDGET</b><br><b>2018-2019</b> |
|----------------------------------------|-----------------------------------|------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------|------------------------------------------------------|
| <b><u>Revenues</u></b>                 |                                   |                                                      |                                                     |                                                       |                                                      |
| 500 - General Tax Revenue              | \$ 28,719,056                     | \$ 29,485,700                                        | \$ 29,818,000                                       | \$ 30,206,300                                         | \$ 31,218,600                                        |
| 520 - Gross Receipts                   | 2,696,456                         | 2,430,000                                            | 2,569,300                                           | 2,562,600                                             | 2,558,100                                            |
| 530 - Revenue Producing Facilities     | 4,684,883                         | 4,960,100                                            | 5,213,000                                           | 4,704,600                                             | 5,119,900                                            |
| 540 - Fines and Fees                   | 1,855,488                         | 1,786,000                                            | 1,333,600                                           | 1,309,000                                             | 1,367,400                                            |
| 550 - Licenses and Permits             | 716,841                           | 802,100                                              | 802,100                                             | 821,500                                               | 832,100                                              |
| 560 - Charges for Current Services     | 1,189,769                         | 1,028,700                                            | 1,113,700                                           | 1,054,100                                             | 879,900                                              |
| 570 - Debt Proceeds                    | -                                 | 11,481,500                                           | 19,216,100                                          | 19,216,100                                            | 18,200,000                                           |
| 580 - Lease Proceeds                   | 1,150,000                         | 2,438,700                                            | 2,438,700                                           | 2,438,700                                             | 942,000                                              |
| 580 - Transfers/Others                 | 10,924,100                        | 11,443,800                                           | 8,209,700                                           | 8,280,220                                             | 9,168,500                                            |
|                                        | <hr/>                             | <hr/>                                                | <hr/>                                               | <hr/>                                                 | <hr/>                                                |
| Total Revenues                         | 51,936,592                        | 65,856,600                                           | 70,714,200                                          | 70,593,120                                            | 70,286,500                                           |
|                                        | <hr/>                             | <hr/>                                                | <hr/>                                               | <hr/>                                                 | <hr/>                                                |
| <b><u>Expenditures</u></b>             |                                   |                                                      |                                                     |                                                       |                                                      |
| 10 - City Manager's Office             | 1,162,927                         | 1,359,700                                            | 1,426,200                                           | 1,392,097                                             | 1,384,800                                            |
| 11 - Finance Department                | 663,917                           | 646,800                                              | 700,300                                             | 626,314                                               | 702,300                                              |
| 12 - Police Department                 | 14,718,440                        | 14,510,800                                           | 15,306,600                                          | 14,925,598                                            | 14,968,200                                           |
| 13 - Purchasing                        | -                                 | 248,900                                              | 309,800                                             | 253,373                                               | 285,800                                              |
| 14 - Municipal Court                   | 440,062                           | 554,700                                              | 556,600                                             | 554,400                                               | 562,600                                              |
| 15 - Fire Protection                   | 6,379,743                         | 7,364,900                                            | 7,439,600                                           | 6,873,637                                             | 6,969,700                                            |
| 17 - Street Maintenance                | 4,850,278                         | 4,756,700                                            | 4,672,600                                           | 4,592,091                                             | 4,760,000                                            |
| 18 - Information Technology            | 1,400,226                         | 1,868,900                                            | 1,861,900                                           | 1,556,902                                             | 1,989,100                                            |
| 19 - Media                             | 243,515                           | 310,900                                              | 311,200                                             | 249,425                                               | 323,900                                              |
| 20 - Municipal Library                 | 1,081,044                         | 1,546,500                                            | 1,551,600                                           | 1,471,700                                             | 1,563,500                                            |
| 21 - Grants                            | -                                 | -                                                    | -                                                   | 225,458                                               | 245,100                                              |
| 22 - Parks & Recreation                | 3,022,176                         | 4,674,100                                            | 5,025,800                                           | 4,458,749                                             | 4,704,700                                            |
| 25 - Communications                    | 262,392                           | 1,184,500                                            | 1,238,200                                           | 1,057,770                                             | 1,365,600                                            |
| 26 - Human Resources                   | 450,812                           | 633,400                                              | 643,400                                             | 590,050                                               | 602,200                                              |
| 27 - Planning & Community Development  | 1,192,922                         | 2,064,800                                            | 2,072,200                                           | 1,945,539                                             | 1,478,000                                            |
| 28 - Engineering                       | 453,072                           | 615,800                                              | 615,800                                             | 534,100                                               | 625,000                                              |
| 30 - Non-Departmental                  | 12,386,628                        | 24,604,300                                           | 29,242,500                                          | 29,485,523                                            | 27,756,000                                           |
|                                        | <hr/>                             | <hr/>                                                | <hr/>                                               | <hr/>                                                 | <hr/>                                                |
| Total Expenditures                     | 48,708,153                        | 66,945,700                                           | 72,974,300                                          | 70,792,725                                            | 70,286,500                                           |
|                                        | <hr/>                             | <hr/>                                                | <hr/>                                               | <hr/>                                                 | <hr/>                                                |
| Net Revenues Over/(Under) Expenditures | <u><u>\$ 3,228,438</u></u>        | <u><u>\$ (1,089,100)</u></u>                         | <u><u>\$ (2,260,100)</u></u>                        | <u><u>\$ (199,605)</u></u>                            | <u><u>\$ -</u></u>                                   |

**CITY OF PHARR, TX  
GENERAL FUND  
SUMMARY OF EXPENDITURES**

|                                       | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|---------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>Department</u></b>              |                             |                                          |                                         |                                           |                                          |
| 10 - City Manager's Office            | \$ 1,162,927                | \$ 1,359,700                             | \$ 1,426,200                            | \$ 1,392,097                              | \$ 1,384,800                             |
| 11 - Finance Department               | 663,917                     | 646,800                                  | 700,300                                 | 626,314                                   | 702,300                                  |
| 12 - Police Department                | 14,718,440                  | 14,510,800                               | 15,306,600                              | 14,925,598                                | 14,968,200                               |
| 13 - Purchasing                       | -                           | 248,900                                  | 309,800                                 | 253,373                                   | 285,800                                  |
| 14 - Municipal Court                  | 440,062                     | 554,700                                  | 556,600                                 | 554,400                                   | 562,600                                  |
| 15 - Fire Protection                  | 6,379,743                   | 7,364,900                                | 7,439,600                               | 6,873,637                                 | 6,969,700                                |
| 17 - Street Maintenance               | 4,850,278                   | 4,756,700                                | 4,672,600                               | 4,592,091                                 | 4,760,000                                |
| 18 - Information Technology           | 1,400,226                   | 1,868,900                                | 1,861,900                               | 1,556,902                                 | 1,989,100                                |
| 19 - Media Department                 | 243,515                     | 310,900                                  | 311,200                                 | 249,425                                   | 323,900                                  |
| 20 - Municipal Library                | 1,081,044                   | 1,546,500                                | 1,551,600                               | 1,471,700                                 | 1,563,500                                |
| 21 - Grants                           | -                           | -                                        | -                                       | 225,458                                   | 245,100                                  |
| 22 - Parks & Recreation               | 3,022,176                   | 4,674,100                                | 5,025,800                               | 4,458,749                                 | 4,704,700                                |
| 25 - Communication                    | 262,392                     | 1,184,500                                | 1,238,200                               | 1,057,770                                 | 1,365,600                                |
| 26 - Human Resources                  | 450,812                     | 633,400                                  | 643,400                                 | 590,050                                   | 602,200                                  |
| 27 - Planning & Community Development | 1,192,922                   | 2,064,800                                | 2,072,200                               | 1,945,539                                 | 1,478,000                                |
| 28 - Engineering Department           | 453,072                     | 615,800                                  | 615,800                                 | 534,100                                   | 625,000                                  |
| 30 - Non-Departmental                 | 12,386,628                  | 24,604,300                               | 29,242,500                              | 29,485,523                                | 27,756,000                               |
| <b>Total Expenditures</b>             | <b>\$ 48,708,153</b>        | <b>\$ 66,945,700</b>                     | <b>\$ 72,974,300</b>                    | <b>\$ 70,792,725</b>                      | <b>\$ 70,286,500</b>                     |
| <b><u>Activity</u></b>                |                             |                                          |                                         |                                           |                                          |
| 1100- Personnel Services              | \$ 27,928,807               | \$ 31,419,000                            | \$ 31,679,200                           | \$ 29,591,448                             | \$ 32,026,400                            |
| 2200- Supplies                        | 1,022,765                   | 1,654,600                                | 1,514,100                               | 1,291,346                                 | 1,695,600                                |
| 3300- Maintenance                     | 709,791                     | 860,400                                  | 827,750                                 | 846,400                                   | 1,078,200                                |
| 4400- Rentals                         | 170,179                     | 164,700                                  | 164,700                                 | 158,300                                   | 164,700                                  |
| 5500- Other Services                  | 2,826,425                   | 3,013,900                                | 3,359,250                               | 3,208,908                                 | 3,440,300                                |
| 6600- Vehicle Maintenance             | 1,210,584                   | 1,243,800                                | 1,244,800                               | 1,265,800                                 | 1,340,200                                |
| 7700- Debt Service                    | 1,081,402                   | 1,421,300                                | 1,421,300                               | 1,458,700                                 | 1,743,100                                |
| 8800- Capital Outlay                  | 1,371,572                   | 2,563,700                                | 3,520,700                               | 3,486,300                                 | 1,042,000                                |
| 9900- Transfers Out                   | 6,498,184                   | 17,335,100                               | 22,409,700                              | 22,511,223                                | 21,250,800                               |
| 9900- Non-Departmental                | 5,888,444                   | 7,269,200                                | 6,832,800                               | 6,974,300                                 | 6,505,200                                |
| <b>Total Expenditures</b>             | <b>\$ 48,708,153</b>        | <b>\$ 66,945,700</b>                     | <b>\$ 72,974,300</b>                    | <b>\$ 70,792,725</b>                      | <b>\$ 70,286,500</b>                     |
| <b><u>Function</u></b>                |                             |                                          |                                         |                                           |                                          |
| General government                    | \$ 9,329,300                | \$ 12,433,400                            | \$ 12,188,600                           | \$ 11,678,557                             | \$ 11,419,000                            |
| Public safety                         | 21,800,637                  | 23,614,900                               | 24,541,000                              | 23,411,405                                | 23,866,100                               |
| Highways and streets                  | 4,850,278                   | 4,756,700                                | 4,672,600                               | 4,592,091                                 | 4,760,000                                |
| Health and welfare                    | 2,126,535                   | 2,585,000                                | 2,585,000                               | 2,669,000                                 | 2,722,400                                |
| Culture and recreation                | 4,103,220                   | 6,220,600                                | 6,577,400                               | 5,930,449                                 | 6,268,200                                |
| Transfers Out                         | 6,498,184                   | 17,335,100                               | 22,409,700                              | 22,511,223                                | 21,250,800                               |
| <b>Total Expenditures</b>             | <b>\$ 48,708,153</b>        | <b>\$ 66,945,700</b>                     | <b>\$ 72,974,300</b>                    | <b>\$ 70,792,725</b>                      | <b>\$ 70,286,500</b>                     |

# SPECIAL REVENUE FUNDS



**CITY OF PHARR, TX**  
**COMMUNITY DEVELOPMENT BLOCK GRANT FUND**  
**SUMMARY OF REVENUES AND EXPENDITURES**

|                                        | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|----------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>                 |                             |                                          |                                         |                                           |                                          |
| Grants-CDBG - Current Year             | \$ -                        | \$ 1,115,500                             | \$ 1,115,500                            | \$ 1,115,500                              | \$ 1,202,100                             |
| Grants-Other CDBG Program Funds        | 1,306,938                   | 286,200                                  | 286,200                                 | 48,400                                    | 13,900                                   |
| Transfer In                            | <u>205,874</u>              | <u>152,900</u>                           | <u>152,900</u>                          | <u>152,900</u>                            | <u>-</u>                                 |
| Total Revenues                         | <u>1,512,812</u>            | <u>1,554,600</u>                         | <u>1,554,600</u>                        | <u>1,316,800</u>                          | <u>1,216,000</u>                         |
| <b><u>EXPENDITURES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Personnel                              | 345,782                     | 358,000                                  | 351,400                                 | 113,600                                   | 170,100                                  |
| Supplies                               | 6,464                       | 6,000                                    | 6,000                                   | 6,000                                     | 6,000                                    |
| Maintenance                            | -                           | 500                                      | 500                                     | 500                                       | 500                                      |
| Rentals                                | 3,310                       | 3,200                                    | 3,200                                   | 3,200                                     | 3,200                                    |
| Other                                  | 15,092                      | 12,100                                   | 18,700                                  | 18,700                                    | 19,100                                   |
| Vehicle Maintenance                    | 1,257                       | 1,500                                    | 1,500                                   | 1,500                                     | 1,500                                    |
| Debt Service                           | 416,203                     | 412,700                                  | 412,700                                 | 412,700                                   | 407,500                                  |
| Non-Departmental                       | <u>724,704</u>              | <u>760,600</u>                           | <u>760,600</u>                          | <u>760,600</u>                            | <u>608,100</u>                           |
| Total Expenditures                     | <u>1,512,812</u>            | <u>1,554,600</u>                         | <u>1,554,600</u>                        | <u>1,316,800</u>                          | <u>1,216,000</u>                         |
| Net Revenues Over/(Under) Expenditures | <u>-</u>                    | <u>-</u>                                 | <u>-</u>                                | <u>-</u>                                  | <u>-</u>                                 |
| <b><u>EXPENDITURES</u></b>             |                             |                                          |                                         |                                           |                                          |
| General government                     | 1,154,869                   | 1,554,600                                | 1,554,600                               | 1,316,800                                 | 839,900                                  |
| Highways and streets                   | <u>357,943</u>              | <u>-</u>                                 | <u>-</u>                                | <u>-</u>                                  | <u>376,100</u>                           |
| Total Expenditures                     | <u>\$ 1,512,812</u>         | <u>\$ 1,554,600</u>                      | <u>\$ 1,554,600</u>                     | <u>\$ 1,316,800</u>                       | <u>\$ 1,216,000</u>                      |

**CITY OF PHARR, TX**  
**GRANTS FUND**  
**SUMMARY OF REVENUES AND EXPENDITURES**

|                                        | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|----------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>                 |                             |                                          |                                         |                                           |                                          |
| Police                                 | \$ 947,591                  | \$ 1,586,400                             | \$ 1,586,400                            | \$ 1,586,400                              | \$ 1,647,800                             |
| Court                                  | 19,444                      | -                                        | -                                       | -                                         | -                                        |
| Fire                                   | 4,575                       | 4,500                                    | 4,500                                   | 4,500                                     | -                                        |
| Library                                | 527,561                     | 700,000                                  | 700,000                                 | 700,000                                   | -                                        |
| Public Works                           | 11,320                      | -                                        | -                                       | -                                         | -                                        |
| Parks & Recreation                     | 6,137                       | 1,086,000                                | 1,086,000                               | -                                         | -                                        |
|                                        |                             |                                          |                                         |                                           | -                                        |
| Total Revenues                         | 1,516,629                   | 3,376,900                                | 3,376,900                               | 2,290,900                                 | 1,647,800                                |
| <b><u>EXPENDITURES BY FUNCTION</u></b> |                             |                                          |                                         |                                           |                                          |
| Public Safety:                         |                             |                                          |                                         |                                           |                                          |
| Police                                 | 947,591                     | 1,586,400                                | 1,586,400                               | 1,586,400                                 | 1,647,800                                |
| Fire                                   | 4,575                       | 4,500                                    | 4,500                                   | 4,500                                     | -                                        |
| Court                                  | 19,444                      | -                                        | -                                       | -                                         | -                                        |
|                                        | 971,610                     | 1,590,900                                | 1,590,900                               | 1,590,900                                 | 1,647,800                                |
| Culture and Recreation:                |                             |                                          |                                         |                                           |                                          |
| Library                                | 527,561                     | 700,000                                  | 700,000                                 | 700,000                                   | -                                        |
| Parks & Recreation                     | 6,137                       | 1,086,000                                | 1,086,000                               | -                                         | -                                        |
|                                        | 533,698                     | 1,786,000                                | 1,786,000                               | 700,000                                   | -                                        |
| Environmental:                         |                             |                                          |                                         |                                           |                                          |
| Public Works                           | 11,320                      | -                                        | -                                       | -                                         | -                                        |
|                                        | 11,320                      | -                                        | -                                       | -                                         | -                                        |
| Total Expenditures                     | 1,516,629                   | 3,376,900                                | 3,376,900                               | 2,290,900                                 | 1,647,800                                |
| Net Revenues Over/(Under) Expenditures | \$ -                        | \$ -                                     | \$ -                                    | \$ -                                      | \$ -                                     |
| <b><u>EXPENDITURES BY ACTIVITY</u></b> |                             |                                          |                                         |                                           |                                          |
| Personnel                              | \$ 716,281                  | \$ 1,203,400                             | \$ 1,203,400                            | \$ 1,167,400                              | \$ 1,325,400                             |
| Supplies                               | 136,465                     | 4,500                                    | 4,500                                   | 4,500                                     | -                                        |
| Other Services                         | 19,444                      | -                                        | -                                       | -                                         | -                                        |
| Capital Outlay                         | 644,439                     | 2,169,000                                | 2,169,000                               | 1,119,000                                 | 322,400                                  |
| Total Expenditures                     | \$ 1,516,629                | \$ 3,376,900                             | \$ 3,376,900                            | \$ 2,290,900                              | \$ 1,647,800                             |

**CITY OF PHARR, TX  
HOTEL / MOTEL FUND  
SUMMARY OF REVENUES AND EXPENDITURES**

|                                        | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|----------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>                 |                             |                                          |                                         |                                           |                                          |
| Hotel/Motel Tax                        | \$ 798,927                  | \$ 669,200                               | \$ 669,200                              | \$ 554,000                                | \$ 550,000                               |
| Interest                               | 3,635                       | -                                        | -                                       | -                                         | -                                        |
| Total                                  | <u>802,561</u>              | <u>669,200</u>                           | <u>669,200</u>                          | <u>554,000</u>                            | <u>550,000</u>                           |
| <b><u>EXPENDITURES</u></b>             |                             |                                          |                                         |                                           |                                          |
| General government:                    |                             |                                          |                                         |                                           |                                          |
| Other Services                         | <u>95,341</u>               | <u>142,200</u>                           | <u>142,200</u>                          | <u>100,000</u>                            | <u>50,000</u>                            |
| Culture and Recreation:                |                             |                                          |                                         |                                           |                                          |
| Transfer Out-Event Center              | 215,200                     | 398,600                                  | 398,600                                 | 375,549                                   | -                                        |
| Transfer Out-Tax Notes                 | -                           | -                                        | 350,000                                 | 350,000                                   | 380,700                                  |
| Transfer Out-Other                     | <u>91,200</u>               | <u>128,400</u>                           | <u>128,400</u>                          | <u>128,400</u>                            | <u>119,300</u>                           |
| Sub Total                              | <u>306,400</u>              | <u>527,000</u>                           | <u>877,000</u>                          | <u>853,949</u>                            | <u>500,000</u>                           |
| Total                                  | <u>401,741</u>              | <u>669,200</u>                           | <u>1,019,200</u>                        | <u>953,949</u>                            | <u>550,000</u>                           |
| Net Revenues Over/(Under) Expenditures | <u>\$ 400,820</u>           | <u>\$ -</u>                              | <u>\$ (350,000)</u>                     | <u>\$ (399,949)</u>                       | <u>\$ -</u>                              |

**CITY OF PHARR, TX  
PARKLAND DEDICATION FEE FUND  
SUMMARY OF REVENUES AND EXPENDITURES**

|                                        | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|----------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>                 |                             |                                          |                                         |                                           |                                          |
| Parkland Dedication Fees               | \$ 47,924                   | \$ 30,000                                | \$ 30,000                               | \$ 55,000                                 | \$ 30,000                                |
| Interest                               | <u>200</u>                  | <u>200</u>                               | <u>500</u>                              | <u>700</u>                                | <u>900</u>                               |
| Total                                  | <u>48,124</u>               | <u>30,200</u>                            | <u>30,500</u>                           | <u>55,700</u>                             | <u>30,900</u>                            |
| <b><u>EXPENDITURES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Culture and Recreation:                |                             |                                          |                                         |                                           |                                          |
| Transfers Out                          | <u>-</u>                    | <u>-</u>                                 | <u>-</u>                                | <u>-</u>                                  | <u>-</u>                                 |
| Total                                  | <u>-</u>                    | <u>-</u>                                 | <u>-</u>                                | <u>-</u>                                  | <u>-</u>                                 |
| Net Revenues Over/(Under) Expenditures | <u><u>\$ 48,124</u></u>     | <u><u>\$ 30,200</u></u>                  | <u><u>\$ 30,500</u></u>                 | <u><u>\$ 55,700</u></u>                   | <u><u>\$ 30,900</u></u>                  |

**CITY OF PHARR, TX  
ASSET SHARING FUND  
SUMMARY OF REVENUES AND EXPENDITURES**

|                                        | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|----------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>                 |                             |                                          |                                         |                                           |                                          |
| Intergovernmental                      | \$ 378,475                  | \$ 70,000                                | \$ 70,000                               | \$ 231,500                                | \$ 70,000                                |
| Interest                               | 3,346                       | 2,000                                    | 2,000                                   | 5,500                                     | 2,000                                    |
| Total                                  | <u>381,821</u>              | <u>72,000</u>                            | <u>72,000</u>                           | <u>237,000</u>                            | <u>72,000</u>                            |
| <b><u>EXPENDITURES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Public Safety:                         |                             |                                          |                                         |                                           |                                          |
| Personnel                              | 73,273                      | 185,000                                  | 185,000                                 | 165,000                                   | 85,000                                   |
| Supplies                               | 314,526                     | 50,000                                   | 50,000                                  | 50,000                                    | -                                        |
| Maintenance                            | 57,540                      | 20,000                                   | 20,000                                  | 20,000                                    | -                                        |
| Vehicle Maintenance                    | 98,471                      | -                                        | -                                       | -                                         | -                                        |
| Other Services                         | 114,097                     | 45,000                                   | 45,000                                  | -                                         | -                                        |
| Transfers Out                          | -                           | -                                        | 367,000                                 | 367,000                                   | -                                        |
| Capital Outlay                         | 1,700                       | 385,000                                  | 18,000                                  | -                                         | 72,000                                   |
| Total                                  | <u>659,608</u>              | <u>685,000</u>                           | <u>685,000</u>                          | <u>602,000</u>                            | <u>157,000</u>                           |
| Net Revenues Over/(Under) Expenditures | <u>\$ (277,787)</u>         | <u>\$ (613,000)</u>                      | <u>\$ (613,000)</u>                     | <u>\$ (365,000)</u>                       | <u>\$ (85,000)</u>                       |



**CITY OF PHARR, TX  
PAVING & DRAINAGE FUND  
SUMMARY OF REVENUES AND EXPENDITURES**

|                                        | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|----------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>                 |                             |                                          |                                         |                                           |                                          |
| Paving & Drainage Fee                  | \$ 1,044,027                | \$ 1,020,000                             | \$ 1,020,000                            | \$ 1,051,000                              | \$ 1,061,600                             |
| Interest Income                        | -                           | -                                        | -                                       | 18,598                                    | -                                        |
| Total                                  | 1,044,027                   | 1,020,000                                | 1,020,000                               | 1,069,598                                 | 1,061,600                                |
| <b><u>EXPENDITURES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Highways and Streets:                  |                             |                                          |                                         |                                           |                                          |
| Transfer Out                           | 1,044,027                   | 850,000                                  | 850,000                                 | 1,051,000                                 | 1,061,600                                |
| Total                                  | 1,044,027                   | 850,000                                  | 850,000                                 | 1,051,000                                 | 1,061,600                                |
| Net Revenues Over/(Under) Expenditures | \$ -                        | \$ 170,000                               | \$ 170,000                              | \$ 18,598                                 | \$ -                                     |

# DEBT SERVICE FUND



**CITY OF PHARR, TX  
GENERAL OBLIGATION DEBT  
SUMMARY OF REVENUES AND EXPENSES**

|                                        | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|----------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>                 |                             |                                          |                                         |                                           |                                          |
| Property Tax (Current & Delinquent)    | \$ 1,904,481                | \$ 2,333,800                             | \$ 2,333,800                            | \$ 2,262,244                              | \$ 2,412,500                             |
| Property Tax Penalty and Interest      | 54,300                      | 50,000                                   | 50,000                                  | 45,000                                    | 50,000                                   |
| Interest                               | 9,553                       | 7,000                                    | 7,000                                   | 25,000                                    | 25,000                                   |
| Transfer In                            | 2,514,943                   | 2,207,900                                | 6,128,900                               | 6,128,900                                 | 3,714,000                                |
| Total Revenues                         | 4,483,278                   | 4,598,700                                | 8,519,700                               | 8,461,144                                 | 6,201,500                                |
| <b><u>EXPENDITURES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Principal                              | 3,231,874                   | 3,349,400                                | 5,897,800                               | 6,697,800                                 | 4,535,800                                |
| Interest                               | 1,377,172                   | 1,249,300                                | 1,642,900                               | 1,642,900                                 | 1,665,700                                |
| Total Expenditures                     | 4,609,046                   | 4,598,700                                | 7,540,700                               | 8,340,700                                 | 6,201,500                                |
| Net Revenues Over/(Under) Expenditures | <u><u>\$ (125,768)</u></u>  | <u><u>\$ -</u></u>                       | <u><u>\$ 979,000</u></u>                | <u><u>\$ 120,444</u></u>                  | <u><u>\$ -</u></u>                       |

# ENTERPRISE FUNDS



**CITY OF PHARR, TX  
UTILITY FUND  
SUMMARY OF REVENUES AND EXPENSES**

|                                    | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Water                              | \$ 8,374,064                | \$ 8,037,500                             | \$ 8,037,500                            | \$ 7,881,174                              | \$ 7,861,500                             |
| Sewer                              | 6,079,891                   | 5,911,500                                | 5,911,500                               | 5,726,336                                 | 5,701,400                                |
| Other                              | 14,694                      | 19,000                                   | 19,000                                  | 11,500                                    | 25,400                                   |
| Grants                             | 965,243                     | -                                        | -                                       | -                                         | -                                        |
| Debt Proceeds                      | -                           | 5,104,700                                | 1,959,100                               | 1,009,700                                 | 859,400                                  |
| Interest                           | 63,216                      | 21,000                                   | 21,000                                  | 80,000                                    | 70,000                                   |
| Total Revenues                     | 15,497,109                  | 19,093,700                               | 15,948,100                              | 14,708,710                                | 14,517,700                               |
| <b><u>EXPENSES</u></b>             |                             |                                          |                                         |                                           |                                          |
| 81 Administration                  | 738,977                     | 757,000                                  | 745,100                                 | 713,400                                   | 783,700                                  |
| 82 Water Production                | 1,764,385                   | 4,100,700                                | 4,098,600                               | 3,092,900                                 | 3,213,800                                |
| 83 Water Distribution              | 1,723,241                   | 2,050,800                                | 2,041,100                               | 1,756,700                                 | 1,878,900                                |
| 84 Water Treatment Plant           | 2,196,148                   | 2,379,200                                | 2,402,900                               | 2,102,800                                 | 2,347,300                                |
| 86 Sewer Collection                | 234,126                     | 379,600                                  | 379,600                                 | 273,200                                   | 415,600                                  |
| 87 Non-Departmental                | 14,705,022                  | 16,780,100                               | 13,634,500                              | 1,594,500                                 | 1,454,200                                |
| 72 Debt Service                    | 3,842,939                   | 4,367,400                                | 4,367,400                               | 4,367,400                                 | 4,424,200                                |
| Total Expenses                     | 25,204,838                  | 30,814,800                               | 27,669,200                              | 13,900,900                                | 14,517,700                               |
| Net Revenues Over/(Under) Expenses | \$ (9,707,729)              | \$ (11,721,100)                          | \$ (11,721,100)                         | \$ 807,810                                | \$ -                                     |
| 1100- Personnel Services           | \$ 3,362,067                | \$ 3,689,800                             | \$ 3,689,800                            | \$ 3,192,600                              | \$ 3,629,100                             |
| 2200- Supplies                     | 994,746                     | 1,348,100                                | 1,336,200                               | 1,153,200                                 | 1,345,500                                |
| 3300- Maintenance                  | 617,821                     | 631,500                                  | 631,500                                 | 631,000                                   | 699,500                                  |
| 4400- Rentals                      | 5,472                       | 9,800                                    | 9,800                                   | 8,700                                     | 8,700                                    |
| 5500- Other Services               | 1,495,839                   | 1,646,100                                | 1,658,000                               | 1,405,400                                 | 1,577,500                                |
| 6600- Vehicle Maintenance          | 180,932                     | 193,200                                  | 193,200                                 | 184,000                                   | 212,400                                  |
| 7200- Long Term Debt Service       | 3,842,939                   | 4,367,400                                | 4,367,400                               | 4,367,400                                 | 4,424,200                                |
| 7700- Debt Service-Lease           | -                           | 189,700                                  | 189,700                                 | 264,400                                   | 307,200                                  |
| 8800- Capital Outlay               | -                           | 1,959,100                                | 1,959,100                               | 1,099,700                                 | 859,400                                  |
| 9900- Transfer Out                 | 7,762,089                   | 15,603,100                               | 12,457,500                              | 565,500                                   | 524,400                                  |
| 9900- Non-Departmental             | 6,942,933                   | 1,177,000                                | 1,177,000                               | 1,029,000                                 | 929,800                                  |
|                                    | \$ 25,204,838               | \$ 30,814,800                            | \$ 27,669,200                           | \$ 13,900,900                             | \$ 14,517,700                            |

**CITY OF PHARR, TX  
EVENT CENTER  
SUMMARY OF REVENUES AND EXPENSES**

|                                    | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Rental                             | \$ 104,090                  | \$ 55,000                                | \$ 55,000                               | \$ 105,079                                | \$ 58,000                                |
| Facility Fees                      | 23,619                      | 25,000                                   | 25,000                                  | 22,378                                    | 23,100                                   |
| Concession                         | 258,454                     | 300,000                                  | 300,000                                 | 180,000                                   | 180,000                                  |
| Advertising                        | 116,667                     | -                                        | -                                       | -                                         | -                                        |
| Other                              | 27,167                      | -                                        | -                                       | -                                         | -                                        |
| Transfer In                        | 215,200                     | 398,600                                  | 398,600                                 | 375,549                                   | 448,600                                  |
| Total Revenues                     | 745,197                     | 778,600                                  | 778,600                                 | 683,006                                   | 709,700                                  |
| <b><u>EXPENSES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Personnel                          | 362,109                     | 464,800                                  | 464,800                                 | 418,114                                   | 373,000                                  |
| Supplies                           | 124,201                     | 128,000                                  | 125,300                                 | 117,100                                   | 182,000                                  |
| Maintenance                        | 13,788                      | 20,000                                   | 20,000                                  | 5,000                                     | 10,000                                   |
| Rentals                            | 2,635                       | 2,800                                    | 2,800                                   | 2,800                                     | 2,800                                    |
| Other                              | 272,831                     | 163,000                                  | 171,700                                 | 129,992                                   | 141,900                                  |
| Total Expenses                     | 775,563                     | 778,600                                  | 784,600                                 | 673,006                                   | 709,700                                  |
| Net Revenues Over/(Under) Expenses | \$ (30,367)                 | \$ -                                     | \$ (6,000)                              | \$ 10,000                                 | \$ -                                     |

**CITY OF PHARR, TX  
GOLF COURSE FUND  
SUMMARY OF REVENUES AND EXPENSES**

|                                    | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Green & Member Fees                | \$ 441,419                  | \$ 464,900                               | \$ 464,900                              | \$ 468,781                                | \$ 475,900                               |
| Cart Rental                        | 210,428                     | 189,000                                  | 189,000                                 | 204,219                                   | 210,300                                  |
| Food & Beverage                    | 149,573                     | 154,300                                  | 154,300                                 | 127,700                                   | 131,500                                  |
| Other                              | 74,999                      | 81,800                                   | 81,800                                  | 74,096                                    | 76,200                                   |
| Interest                           | 3,016                       | 1,400                                    | 1,400                                   | 8,004                                     | 5,000                                    |
| Lease Proceeds                     | -                           | 230,000                                  | 230,000                                 | -                                         | 227,000                                  |
| Transfer In-General Fund           | 197,093                     | 439,200                                  | 439,200                                 | 286,000                                   | 494,600                                  |
| Total Revenues                     | 1,076,529                   | 1,560,600                                | 1,560,600                               | 1,168,800                                 | 1,620,500                                |
| <b><u>EXPENSES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Personnel                          | 637,019                     | 857,500                                  | 858,800                                 | 695,000                                   | 876,900                                  |
| Supplies                           | 204,667                     | 216,400                                  | 216,400                                 | 186,300                                   | 244,500                                  |
| Maintenance                        | 51,873                      | 48,000                                   | 48,000                                  | 21,000                                    | 30,000                                   |
| Rentals                            | 72,125                      | 83,000                                   | 38,000                                  | 7,500                                     | 7,000                                    |
| Other                              | 87,235                      | 89,700                                   | 93,400                                  | 82,200                                    | 106,300                                  |
| Vehicle Maintenance                | 11,238                      | 13,500                                   | 13,500                                  | 13,500                                    | 14,800                                   |
| Debt Service-Lease                 | 5,872                       | 17,200                                   | 57,200                                  | 108,000                                   | 108,700                                  |
| Capital Outlay                     | 1,200                       | 230,000                                  | 230,000                                 | 50,000                                    | 227,000                                  |
| Non-Departmental                   | 5,300                       | 5,300                                    | 5,300                                   | 5,300                                     | 5,300                                    |
| Total Expenses                     | \$ 1,076,529                | \$ 1,560,600                             | \$ 1,560,600                            | \$ 1,168,800                              | \$ 1,620,500                             |
| Net Revenues Over/(Under) Expenses | \$ -                        | \$ -                                     | \$ -                                    | \$ -                                      | \$ -                                     |

# COMPONENT UNITS





**CITY OF PHARR, TX**  
**BLENDED COMPONENT UNIT**  
**PEDC II FUND**  
**SUMMARY OF REVENUES AND EXPENSES**

|                                    | <b>ACTUAL</b><br><b>2016-2017</b> | <b>ORIGINAL</b><br><b>BUDGET</b><br><b>2017-2018</b> | <b>AMENDED</b><br><b>BUDGET</b><br><b>2017-2018</b> | <b>PROJECTED</b><br><b>ACTUAL</b><br><b>2017-2018</b> | <b>PROPOSED</b><br><b>BUDGET</b><br><b>2018-2019</b> |
|------------------------------------|-----------------------------------|------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------|------------------------------------------------------|
| <b><u>REVENUES</u></b>             |                                   |                                                      |                                                     |                                                       |                                                      |
| Sales Tax                          | \$ 4,270,377                      | \$ 4,235,000                                         | \$ 4,235,000                                        | \$ 4,518,900                                          | \$ 4,693,100                                         |
| Interest                           | 87,138                            | 10,000                                               | 10,000                                              | 65,000                                                | 65,000                                               |
| Transfer In                        | 920,527                           | 1,229,500                                            | 1,429,500                                           | 1,429,500                                             | 1,229,500                                            |
| Debt Proceeds                      | 10,230,005                        | 5,535,000                                            | 2,212,000                                           | 600,000                                               | 213,000                                              |
| Other                              | 282,501                           | 396,600                                              | 1,196,600                                           | 1,152,000                                             | 1,073,600                                            |
| Total                              | 15,790,549                        | 11,406,100                                           | 9,083,100                                           | 7,765,400                                             | 7,274,200                                            |
| <b><u>EXPENSES</u></b>             |                                   |                                                      |                                                     |                                                       |                                                      |
| Personnel                          | 558,673                           | 853,100                                              | 879,100                                             | 767,000                                               | 867,400                                              |
| Supplies                           | 13,844                            | 20,000                                               | 20,000                                              | 22,000                                                | 31,000                                               |
| Maintenance                        | 44,704                            | 45,000                                               | 45,000                                              | 20,000                                                | 78,500                                               |
| Rentals                            | 2,893                             | 5,000                                                | 5,000                                               | 4,200                                                 | 5,200                                                |
| Other Services                     | 801,503                           | 740,100                                              | 720,100                                             | 759,323                                               | 810,200                                              |
| Vehicle Maintenance                | 1,146                             | 2,100                                                | 2,100                                               | 500                                                   | 1,500                                                |
| Debt Service                       | 3,271,984                         | 1,786,100                                            | 4,986,100                                           | 5,248,900                                             | 2,621,100                                            |
| Capital Outlay                     | 30,117                            | 50,000                                               | 50,000                                              | 50,000                                                | -                                                    |
| Non-Departmental                   | 822,103                           | 1,347,500                                            | 7,339,500                                           | 7,304,500                                             | 1,302,800                                            |
| Transfers Out                      | 12,017,360                        | 6,557,200                                            | 2,292,200                                           | 2,292,200                                             | 1,556,500                                            |
| Total                              | \$ 17,564,327                     | \$ 11,406,100                                        | \$ 16,339,100                                       | \$ 16,468,623                                         | \$ 7,274,200                                         |
| Net Revenues Over/(Under) Expenses | \$ (1,773,778)                    | \$ -                                                 | \$ (7,256,000)                                      | \$ (8,703,223)                                        | \$ -                                                 |

**CITY OF PHARR, TX  
 BLENDED COMPONENT UNIT  
 TAX INCREMENT REINVESTMENT ZONE #1 FUND  
 SUMMARY OF REVENUES AND EXPENSES**

|                                    | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Property Tax                       | \$ 245,100                  | \$ 324,200                               | \$ 324,200                              | \$ 324,200                                | \$ 420,000                               |
| Total                              | 245,100                     | 324,200                                  | 324,200                                 | 324,200                                   | 420,000                                  |
| <b><u>EXPENSES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Incentives                         | -                           | -                                        | -                                       | -                                         | -                                        |
| Total                              | -                           | -                                        | -                                       | -                                         | -                                        |
| Net Revenues Over/(Under) Expenses | \$ 245,100                  | \$ 324,200                               | \$ 324,200                              | \$ 324,200                                | \$ 420,000                               |

**CITY OF PHARR, TX  
 BLENDED COMPONENT UNIT  
 TAX INCREMENT REINVESTMENT ZONE #2 FUND  
 SUMMARY OF REVENUES AND EXPENSES**

|                                    | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Property Tax                       | \$ -                        | \$ 549,000                               | \$ 549,000                              | \$ 549,000                                | \$ 530,900                               |
| Total                              | -                           | 549,000                                  | 549,000                                 | 549,000                                   | 530,900                                  |
| <b><u>EXPENSES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Incentives                         | -                           | -                                        | -                                       | -                                         | -                                        |
| Total                              | -                           | -                                        | -                                       | -                                         | -                                        |
| Net Revenues Over/(Under) Expenses | \$ -                        | \$ 549,000                               | \$ 549,000                              | \$ 549,000                                | \$ 530,900                               |

**CITY OF PHARR, TX  
 BLENDED COMPONENT UNIT  
 PHARR HOUSING FINANCE CORPORATION  
 SUMMARY OF REVENUES AND EXPENSES**

|                                    | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Development Fees                   | \$ -                        | \$ -                                     | \$ -                                    | \$ -                                      | \$ -                                     |
| Total                              | -                           | -                                        | -                                       | -                                         | -                                        |
| <b><u>EXPENSES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Professional Fees                  | 204,961                     | 200,000                                  | 200,000                                 | 200,000                                   | 200,000                                  |
| Total                              | 204,961                     | 200,000                                  | 200,000                                 | 200,000                                   | 200,000                                  |
| Net Revenues Over/(Under) Expenses | \$ (204,961)                | \$ (200,000)                             | \$ (200,000)                            | \$ (200,000)                              | \$ (200,000)                             |

**CITY OF PHARR, TX  
 BLENDED COMPONENT UNIT  
 PHFC/JACKSON PLACE APARTMENTS CORPORATION  
 SUMMARY OF REVENUES AND EXPENSES**

|                                    | <b>ACTUAL<br/>2016-2017</b> | <b>ORIGINAL<br/>BUDGET<br/>2017-2018</b> | <b>AMENDED<br/>BUDGET<br/>2017-2018</b> | <b>PROJECTED<br/>ACTUAL<br/>2017-2018</b> | <b>PROPOSED<br/>BUDGET<br/>2018-2019</b> |
|------------------------------------|-----------------------------|------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------|
| <b><u>REVENUES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Rental Income                      | \$ 53,500                   | \$ 931,600                               | \$ 931,600                              | \$ 1,299,153                              | \$ 1,818,900                             |
| Total                              | <u>53,500</u>               | <u>931,600</u>                           | <u>931,600</u>                          | <u>1,299,153</u>                          | <u>1,818,900</u>                         |
| <b><u>EXPENSES</u></b>             |                             |                                          |                                         |                                           |                                          |
| Personnel                          | -                           | -                                        | -                                       | 249,252                                   | 249,300                                  |
| Supplies                           | -                           | -                                        | -                                       | 6,000                                     | 10,000                                   |
| Miantenace                         | -                           | -                                        | -                                       | 60,510                                    | 62,400                                   |
| Building Costs                     | 19,245,167                  | 2,615,600                                | 2,615,600                               | 3,269,712                                 | -                                        |
| Other Services                     | -                           | -                                        | -                                       | 321,242                                   | 331,000                                  |
| Debt Service                       | 1,134,309                   | 1,876,000                                | 1,876,000                               | 2,131,015                                 | 2,250,100                                |
| Other Fees                         | 629,036                     | 1,587,100                                | 1,587,100                               | 185,513                                   | -                                        |
| Total                              | <u>21,008,512</u>           | <u>6,078,700</u>                         | <u>6,078,700</u>                        | <u>6,223,244</u>                          | <u>2,902,800</u>                         |
| Net Revenues Over/(Under) Expenses | <u>\$ (20,955,012)</u>      | <u>\$ (5,147,100)</u>                    | <u>\$ (5,147,100)</u>                   | <u>\$ (4,924,091)</u>                     | <u>\$ (1,083,900)</u>                    |



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 7.B.

**DATE SUBMITTED:** August 31, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Myra Ledezma, Administrative Assistant  
Golf Course

**DEPARTMENT:** Parks

**DIRECTOR:** Sergio Alanis

**Agenda Item:** Consideration and action, if any, on proposed golf course rates for FY 2018-2019.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** n/a

**Issue:** Staff wishes for commission to approve proposed golf course rates for FY 2018-2019.

**Financial Consideration:** Increase revenues that can range between approximately \$34,000 - \$50,000

**Staff Recommendation:** Commission approve proposed golf rates.

**Alternatives:** n/a

---

### **ROUTING:**

Myra Ledezma  
Sergio Alanis  
Karla Moya  
Edward Wylie

Created/Initiated - 08/31/2018  
Approved - 08/31/2018  
New -

Tierra Del Sol Golf Club FY2018-19

Proposed Price Increase with

Additions and Deletions

| Green Fee                                               | Tierra Del Sol                 | Palm View         | Tierra Santa  | Shary               | Los Lagos       | Tony Butler    | TDS Proposed          |
|---------------------------------------------------------|--------------------------------|-------------------|---------------|---------------------|-----------------|----------------|-----------------------|
| 18 holes walking                                        | \$24.00                        | \$28.00           |               | \$22.00             | \$ 28.00        | \$17.00        | \$26.00               |
| 18 holes w/ Cart                                        | \$36.00                        | \$ 41.00          | 46day/49end   | \$34.00             | \$ 39.00        | \$28.00        | \$38.00               |
| 9 Holes walking                                         | \$16.00                        | \$18.20           |               | \$16.00             | \$ 19.00        | \$14.00        | \$17.00               |
| 9 Holes w/ Cart                                         | \$24.00                        | \$ 26.00          |               | \$23.00             | \$ 26.00        | \$21.00        | \$25.00               |
| Junior Rate (9/18)                                      | \$6.00 / \$9.00                | \$10.75 / \$13.75 | \$26.00       | \$7.00 / \$8.00     | \$7.50/\$15.00  |                | \$9.00/\$12.00        |
| Twilight 12 p.m.                                        | \$27.00                        | n/a               | \$ 37.00      | \$27.00 (1 p.m.)    | n/a             |                | n/a                   |
| Super twilight 3 p.m.                                   | \$18.00                        | \$31.00           | \$25(after 2) | \$16.00 (2:30 p.m.) | \$26 (2:00)     | \$23(3:00p.m.) | \$25.00               |
| <b>Membership w/o Cart (non-transferable)</b>           |                                |                   |               |                     |                 |                |                       |
| Annual Single                                           | \$1,100.00                     | \$1,200.00        |               | \$900.00            | \$ 1,100.00     | \$ 750.00      | \$1,100.00            |
| Annual Couple                                           | \$1,700.00                     | \$1,600.00        |               |                     | \$ 1,900.00     |                | \$1,700.00            |
| Annual Junior (18 yrs. -)                               | \$300.00                       | \$325.00          |               |                     |                 | \$ 240.00      | \$300.00              |
| 3 Mon. Single (winter)                                  | \$575.00                       | \$550.00          |               | \$500.00            | \$ 550.00       |                | \$575.00              |
| 3 Mon. Couple (winter)                                  | \$925.00                       | n/a               |               |                     | \$ 1,100.00     |                | \$925.00              |
| Additional mo. w/3 mos.                                 | \$125/\$175                    | n/a               |               | \$ 175.00           | \$ 175.00       |                | \$200(sin)/\$250(cou) |
| <b>Membership w/ TDS Cart</b>                           |                                |                   |               |                     |                 |                |                       |
| Annual Single                                           | \$1,850.00                     | n/a               | n/a           | n/a                 | n/a             |                | Discontinued          |
| Annuual Couple                                          | \$2,950.00                     | n/a               | n/a           | n/a                 | n/a             |                | Discontinued          |
| 3 Mon. Single                                           | \$1,050.00                     | n/a               | n/a           | n/a                 | n/a             |                | Discontinued          |
| 3 Mon. Couple                                           | \$1,850.00                     | n/a               | n/a           | n/a                 | n/a             |                | Discontinued          |
| <b>Trail Fee</b>                                        |                                |                   |               |                     |                 |                |                       |
| Annual Private Cart                                     | \$600.00                       | \$475.00          |               | \$495.00            | \$ 900.00       | \$275          | \$600.00              |
| Monthly Private Cart                                    | \$70.00                        | n/a               |               | \$60.00             |                 |                | \$70.00               |
| Private Cart Daily (9/18)                               | \$7.00                         | \$6.00            |               | \$6.00/\$10.00      | \$ 20.00        | \$ 5.00        | \$8.00                |
| Rider Fee (9/18)                                        | \$5.00                         | \$7.80/\$13       |               | \$5.00              |                 |                | \$8.00/\$12.00        |
| <b>Driving Range</b>                                    |                                |                   |               |                     |                 |                |                       |
| Small Bucket                                            | \$4.00                         | \$4.00            |               |                     | \$ 3.50         | \$4.00         | \$4.00                |
| Large Bucket                                            | \$7.00                         | \$8.00            |               | \$6.00              | \$ 6.00         | \$6.00         | \$8.00                |
| Annual Single (1 bucket)                                | \$150.00                       | \$345.00          |               |                     |                 |                | \$200.00              |
| Annual Single (2 bucket)                                | \$299.00                       | \$445.00          |               | \$400.00            |                 |                | \$350.00              |
| <b>Other</b>                                            |                                |                   |               |                     |                 |                |                       |
| Jr. membership / 1 mo.                                  | n/a                            |                   |               | \$ 35.00            | \$ 35.00        | \$ 20.00       | n/a                   |
| 3 month trail fee                                       | n/a                            | n/a               |               | \$ 165.00           |                 |                | \$ 175.00             |
| Tournament Fee                                          | \$29.00/\$29.00                | \$41.00           | \$49.00       | \$34.00             | \$26.00/\$32.00 |                | \$38.00/\$32.00       |
| <b>Punch Cards</b>                                      |                                |                   |               |                     |                 |                |                       |
| Range 10 Large Baskets                                  | \$ 50.00                       |                   |               |                     | \$ 60.00        |                | \$65.00               |
| 9 Hole Green Fees (25)                                  | \$ 350.00                      |                   |               |                     |                 |                | \$365.00              |
| 18 Hole Green Fees (25)                                 | \$ 500.00                      | \$476 (20 rds)    |               | \$300(9)/\$420(18)  | \$ 750.00       |                | \$550.00              |
| 18 Hole Green Fees (10)                                 | \$ 200.00                      |                   |               |                     |                 |                | \$220.00              |
| <b>Recommended Additions Calendar Months (Seasonal)</b> |                                |                   |               |                     |                 |                |                       |
| 3 month Summer Single                                   | (any 3 months May - September) |                   |               |                     |                 |                | \$525.00              |
| 1 month Single                                          | (available April - December)   |                   |               |                     |                 |                | \$200.00              |

Prices to take effect October 1st, 2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 7.C.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on selection of qualified firms to provide Construction Material Testing and Geotechnical Engineering Services for Construction Projects (Project No. 1718-01-528-S016-187).

**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 routinely has a need for Professional Geotechnical Engineering Services and Construction Materials Testing for numerous projects.

On August 8, 2018 the City of Pharr received a total of (8) Statement of Qualifications in response to RFQ - Construction Material Testing (CMT) & Geotechnical Services Pool.

The SOQ's were reviewed and scored based on the criteria listed below.

**Criteria Points**

General Quality and Adequacy of Response (20 points)

Organization, Personnel, and Experience (30 points)

Project Delivery (20 points)

Availability (20 points)

References (10 points)

**Total (100) Points**

**Financial Consideration:** Based on Project Specific Scope of Work

**Staff Recommendation:** Staff recommends selecting the top four (4) ranked Firms (Terracon Consultants, Inc. from Pharr, TX, Millenium Engineers Group from Pharr, TX,



Raba Kistner Consultants, Inc. from McAllen, TX, and Professional Service Industries, Inc. (PSI) from Harlingen, TX) to be part of a list of qualified firms to provide Professional Geotechnical Engineering Services and Construction Material Testing.

Selected firm(s) shall be maintained (on file) for a period of two (2) years. Upcoming Projects during this period shall be assigned to a firm on the "approved list" at the City's discretion on an "as needed" basis through a task order process. If approved, Staff requests authorization to extend the term, with City Manager approval, for two additional years, in 1-year increments.

**Alternatives:** N/A

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**ROUTING:**

|                        |                                |
|------------------------|--------------------------------|
| Omar Anzaldua          | Created/Initiated - 08/28/2018 |
| Omar Anzaldua          | Approved - 08/28/2018          |
| Sandra Zamora          | Approved - 08/30/2018          |
| Patricia Rigney        | Approved - 08/30/2018          |
| City Management Office | Final Approval - 08/31/2018    |

**PROJECT # 1718-01-528-S016-187 Construction Material Testing & Geotechnical Services**

| Firm Name                 | Firm Location      | GRADING CRITERIA                                                  |                                                              |                                                  |                              |                            | Total<br>100 pts (Max) | Notes                                 |
|---------------------------|--------------------|-------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------|------------------------------|----------------------------|------------------------|---------------------------------------|
|                           |                    | General<br>Quality and<br>Adequacy of<br>Response<br>20 pts (Max) | Organization,<br>Personnel, and<br>Experience<br>30pts (Max) | Methodology/P<br>roject Delivery<br>20 pts (Max) | Availability<br>20 pts (Max) | References<br>10 pts (Max) |                        |                                       |
| Terracon                  | Pharr, TX          | 18                                                                | 28                                                           | 18                                               | 20                           | 10                         | <b>94</b>              |                                       |
| Millenium Engineers Group | Pharr, TX          | 18                                                                | 27                                                           | 20                                               | 18                           | 10                         | <b>93</b>              |                                       |
| Raba Kistner              | McAllen, TX        | 18                                                                | 28                                                           | 18                                               | 18                           | 10                         | <b>92</b>              |                                       |
| PSI                       | Harlingen, TX      | 17                                                                | 25                                                           | 18                                               | 18                           | 10                         | <b>88</b>              |                                       |
| B2Z Engineering           | Mission, TX        | 17                                                                | 20                                                           | 16                                               | 17                           | 10                         | <b>80</b>              | Lab is not AASHTO Certified           |
| Pavetex                   | Corpus Christi, TX | 16                                                                | 22                                                           | 15                                               | 0                            | 10                         | <b>63</b>              | No Information regarding availability |
| EarthCo.                  | Harlingen, TX      | 10                                                                | 15                                                           | 11                                               | 16                           | 6                          | <b>58</b>              | Lab is not AASHTO Certified           |
| BMX Integrity             | Richmond, TX       | 10                                                                | 15                                                           | 12                                               | 0                            | 5                          | <b>42</b>              | No Information regarding availability |

**Total** **8**



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 7.D.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on selection of qualified firms to provide Professional Surveying Services (Project No. 1718-01-528-S014-255).

**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 routinely has a need for Professional Surveying Services.

On July 12, 2018 the City of Pharr received a total of (16) Statement of Qualifications in response to RFQ- Professional Surveying Services Pool (Project No. 1718-01-528-S014-255).

The SOQ's were reviewed and scored based on the criteria listed below.

**Criteria Points**

General Quality and Adequacy of Response (20 points)

Organization, Personnel, and Experience (30 points)

Project Delivery (20 points)

Availability (20 points)

References (10 points)

**Total (100) Points**

**Financial Consideration:** Based on Project Specific Scope of Work

**Staff Recommendation:** Staff has attached the the evaluations of the submitted Statements of Qualifications for discussion and final selection.

Selected firm(s) shall be maintained (on file) for a period of two (2) years. Upcoming

Projects during this period shall be assigned to a firm on the "approved list" at the City's discretion on an "as needed" basis. If approved, Staff requests authorization to extend the term, with City Manager approval, for two additional years, in 1-year increments.

**Alternatives:** N/A

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**ROUTING:**

|                        |                                |
|------------------------|--------------------------------|
| Omar Anzaldua          | Created/Initiated - 08/28/2018 |
| Omar Anzaldua          | Approved - 08/28/2018          |
| Sandra Zamora          | Approved - 08/30/2018          |
| Patricia Rigney        | Approved - 08/30/2018          |
| City Management Office | Final Approval - 08/31/2018    |

| PROJECT # 1718-01-528-S014-255. Professional Surveying Services Pool |                 |                                                                   |                                                              |                                  |                              |                            |                        |                                                 |
|----------------------------------------------------------------------|-----------------|-------------------------------------------------------------------|--------------------------------------------------------------|----------------------------------|------------------------------|----------------------------|------------------------|-------------------------------------------------|
| Firm Name                                                            | Firm Location   | GRADING CRITERIA                                                  |                                                              |                                  |                              |                            | Total<br>100 pts (Max) | Notes                                           |
|                                                                      |                 | General<br>Quality and<br>Adequacy of<br>Response<br>20 pts (Max) | Organization,<br>Personnel, and<br>Experience<br>30pts (Max) | Project Delivery<br>20 pts (Max) | Availability<br>20 pts (Max) | References<br>10 pts (Max) |                        |                                                 |
| R-Gutierrez Engineering                                              | Pharr, TX       | 18                                                                | 30                                                           | 20                               | 18                           | 10                         | 96                     |                                                 |
| International Consulting<br>Engineers (ICE)                          | Edinburg, TX    | 20                                                                | 27                                                           | 18                               | 19                           | 10                         | 94                     |                                                 |
| CVQ Land Surveyors                                                   | Mcallen, TX     | 18                                                                | 30                                                           | 18                               | 16                           | 10                         | 92                     |                                                 |
| Hallf                                                                | Mcallen, TX     | 20                                                                | 30                                                           | 16                               | 16                           | 10                         | 92                     |                                                 |
| Sames Engineering                                                    | Mcallen, TX     | 17                                                                | 26                                                           | 17                               | 18                           | 10                         | 88                     |                                                 |
| Ambiotec                                                             | Brownsville, TX | 18                                                                | 26                                                           | 17                               | 16                           | 10                         | 87                     |                                                 |
| S&B Infrastructure                                                   | Mcallen, TX     | 17                                                                | 26                                                           | 18                               | 16                           | 10                         | 87                     |                                                 |
| Rio Delta Engineering                                                | Edinburg, TX    | 16                                                                | 25                                                           | 18                               | 16                           | 8                          | 83                     |                                                 |
| SWG Engineering                                                      | Weslaco, TX     | 16                                                                | 22                                                           | 12                               | 14                           | 10                         | 74                     |                                                 |
| R.O.W Engineering Services                                           | Mission, TX     | 15                                                                | 20                                                           | 12                               | 18                           | 5                          | 70                     |                                                 |
| Hanson                                                               | Mcallen, TX     | 17                                                                | 20                                                           | 14                               | 16                           | 0                          | 67                     |                                                 |
| Intelligent Engineerig Services                                      | Mcallen, TX     | 14                                                                | 22                                                           | 16                               | 0                            | 10                         | 62                     | No Information on SOQ<br>regarding availability |
| Gonzalez De La Garza                                                 | Mcallen, TX     | 13                                                                | 20                                                           | 12                               | 0                            | 5                          | 50                     | No Information on SOQ<br>regarding availability |
| Sur GIS                                                              | Helotes, TX     | 10                                                                | 15                                                           | 10                               | 0                            | 8                          | 43                     | No Information on SOQ<br>regarding availability |
| Guzman & Munoz                                                       | Mercedes, TX    | Disqualified                                                      |                                                              |                                  |                              |                            | 0                      | Did not Meet RFQ<br>Requirements                |
| Quintanilla Headly &<br>Associates                                   | Edinburg, TX    | Disqualified                                                      |                                                              |                                  |                              |                            | 0                      | Did not Meet RFQ<br>Requirements                |

**Total**

**16**



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 7.E.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on selection of qualified firms to provide Professional Architectural Services (Project No. 1718-01-528-S017-244).

**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 routinely has a need for Professional Architectural Services.

On August 9, 2018 the City of Pharr received a total of (14) Statement of Qualifications in response to RFQ- Professional Architectural Services Pool.

The SOQ's were reviewed and scored based on the criteria listed below.

**Criteria Points**

Project Understanding (20 points)

Organization, Personnel, and Experience (35 points)

Project Delivery (20 points)

Availability (15 points)

Local Senitivity (10 points)

**Total (100) Points**

**Financial Consideration:** Based on Project Specific Scope of Work

**Staff Recommendation:** Staff has attached the evaluation score sheet of the firms that responded to our request for Statements of Qualifications for discussion and final selection.

Selected firm(s) shall be maintained (on file) for a period of two (2) years. Upcoming

Projects during this period shall be assigned to a firm on the "approved list" at the City's discretion on an "as needed" basis. If approved, Staff requests authorization to extend the term, with City Manager approval, for two (2) additional years, in 1-year increments.

**Alternatives:** N/A

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**ROUTING:**

|                        |                                |
|------------------------|--------------------------------|
| Omar Anzaldua          | Created/Initiated - 08/28/2018 |
| Omar Anzaldua          | Approved - 08/28/2018          |
| Sandra Zamora          | Approved - 08/30/2018          |
| Patricia Rigney        | Approved - 08/30/2018          |
| City Management Office | Final Approval - 08/31/2018    |

| PROJECT # 1718-01-528-S017-244 Professional Architectural Services Pool |                     |                                          |                                                              |                                  |                              |                                      |                        |                                             |
|-------------------------------------------------------------------------|---------------------|------------------------------------------|--------------------------------------------------------------|----------------------------------|------------------------------|--------------------------------------|------------------------|---------------------------------------------|
| Firm Name                                                               | Firm Location       | GRADING CRITERIA                         |                                                              |                                  |                              |                                      | Total<br>100 pts (Max) | Notes                                       |
|                                                                         |                     | Project<br>Understanding<br>20 pts (Max) | Organization,<br>Personnel, and<br>Experience<br>35pts (Max) | Project Delivery<br>20 pts (Max) | Availability<br>15 pts (Max) | Local<br>Sensitivity<br>10 pts (Max) |                        |                                             |
| The Warren Group                                                        | McAllen, TX         | 20                                       | 35                                                           | 18                               | 15                           | 10                                   | 98                     |                                             |
| Diseño, Inc                                                             | Pharr, TX           | 20                                       | 34                                                           | 18                               | 14                           | 10                                   | 96                     |                                             |
| ERO Architects                                                          | McAllen, TX         | 17                                       | 33                                                           | 18                               | 14                           | 10                                   | 92                     |                                             |
| ROFA Architects                                                         | McAllen, TX         | 18                                       | 32                                                           | 17                               | 15                           | 10                                   | 92                     |                                             |
| Alvarado Architects &<br>Associates, Inc                                | Donna, TX           | 18                                       | 30                                                           | 18                               | 14                           | 10                                   | 90                     |                                             |
| Gignac Architects                                                       | McAllen, TX         | 18                                       | 32                                                           | 20                               | 10                           | 10                                   | 90                     |                                             |
| EGV Architects, Inc.                                                    | Hidalgo, TX         | 16                                       | 30                                                           | 15                               | 14                           | 10                                   | 85                     |                                             |
| Milnet Architectual Services,<br>PLLC                                   | McAllen, TX         | 16                                       | 32                                                           | 16                               | 12                           | 8                                    | 84                     |                                             |
| Gomez Mendez Saenz Inc.                                                 | Brownsville, TX     | 16                                       | 30                                                           | 16                               | 12                           | 8                                    | 82                     |                                             |
| Lamarr Womac, & Associates, LP                                          | Corpus Christi, TX  | 15                                       | 25                                                           | 15                               | 13                           | 3                                    | 71                     | 1 project in Hidalgo County                 |
| Sam Garcia Architect                                                    | McAllen, TX         | 15                                       | 28                                                           | 10                               | 10                           | 6                                    | 69                     |                                             |
| Brown Reynolds Waterford<br>Architects                                  | College Station, TX | 12                                       | 28                                                           | 14                               | 10                           | 0                                    | 64                     | No local projects listed                    |
| Rooftech Architects                                                     | Forthworth, TX      | 12                                       | 27                                                           | 16                               | 8                            | 0                                    | 63                     | Specializes in Roofing/No<br>Local Projects |
| Runa Workshop                                                           | Austin, TX          | 14                                       | 28                                                           | 14                               | 4                            | 0                                    | 60                     | No local projects listed                    |
|                                                                         |                     |                                          |                                                              |                                  |                              |                                      |                        |                                             |

**Total** **14**





## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 7.F.

**DATE SUBMITTED:** August 30, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, authorizing City Manager to solicit a scope and fee proposal from an engineering firm to provide full-time on-site Construction Management Services for the FY 15 DAP Pharr LPOE-Northbound Lanes Expansion and 2nd BSIF Exit Project.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** As part of the Donations Acceptance Agreement, the United States requires that the City of Pharr provide a full-time on-site Construction Manager. Furthermore, the identity and scope of work of the construction management representative must be approved by the GSA Project Team Manager and CBP Project Team Manager.

Recommended Firms are as follows:

1. International Consulting Engineers (ICE)
2. TEDSI Infrastructure
3. Halff Associates

**Financial Consideration:** To be determined.

**Staff Recommendation:** Staff recommends approval authorizing the City Manager to solicit a scope and fee proposal from an engineering firm that is on City of Pharr's approved list of qualified firms to provide full-time on-site Construction Management Services for the FY 15 DAP Pharr LPOE-Northbound Lanes Expansion and 2nd BSIF Exit Project.

**Alternatives:**

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**ROUTING:**

Omar Anzaldua  
Omar Anzaldua  
Patricia Rigney  
Sandra Zamora  
Karla Moya  
City Management Office

Created/Initiated - 08/30/2018  
Approved - 08/30/2018  
Approved - 08/30/2018  
Approved - 08/30/2018  
Approved - 08/30/2018  
Final Approval - 08/31/2018



## **AGENDA MEMORANDUM**



**BOARD:** City Commission

**AGENDA ITEM #:** 7.G.

**DATE SUBMITTED:** August 31, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Imelda Barrera, Assistant City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** Consultation with the Board of Commissioners on review of the City's Organizational Structure.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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### **ROUTING:**

Imelda Barrera  
City Management Office

Created/Initiated - 08/31/2018  
Final Approval - 08/31/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 8.A.

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Gary Rodriguez, Events Center Director

**DEPARTMENT:** Events Center

**DIRECTOR:** Gary Rodriguez

**Agenda Item:** Consideration and approval, if any, on agreement with Pyro Shows of Texas for fireworks display for the City of Pharr Salute to Veterans on Saturday, November 10, 2018 (Project #1718-65-510-IPQ043-001).

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** City of Pharr wishes to present a 12-minute live fireworks show for Veterans Day. Pyro Shows of Texas has proposed an agreement in the amount of \$12,000 with a \$6,000 deposit required.

**Financial Consideration:** The amount to be invested, if approved, would be \$12,000.

**Staff Recommendation:** Staff Recommends Approval.

**Alternatives:** Alternative would be to deny this proposal.

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### ROUTING:

Gary Rodriguez

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 08/28/2018

Approved - 08/28/2018

Approved - 08/29/2018

Final Approval - 08/31/2018

## Contract Agreement

**This Agreement** made this 24<sup>th</sup> day of August, 2018, by and between PYRO SHOWS OF TEXAS, Inc., a Texas Corporation, whose address 6601 Nine Mile Azle Road, Fort Worth, Texas 76135, and hereinafter referred to as “**PYRO SHOWS**” and **the City of Pharr** with its principle place of business located at 118 S. Cage Blvd., in the State of Texas, hereinafter referred to as “**Customer**”.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as “Show”, pursuant to the project/sales order #18-TX-11-10-C-12000-000139 dated this 24<sup>th</sup> day of August, 2018. The Show will be given on the 10<sup>th</sup> day of November, 2018. Rain date/postponement date: \_\_\_\_\_.
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VI. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Hidalgo County in the State of Texas, and the Parties hereby submit themselves to the jurisdiction of said Courts and waives their rights to proceed against each other in and other actions, in any other jurisdiction. For Shows that include music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music in the public environment of the Show.
- VIII. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.



- IX. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- X. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XI. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XII. **PAYMENT TERMS:** City of Pharr shall pay PYRO SHOWS \$12,000.00 plus applicable taxes according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$6,000.00) upon return of signed contract by September 14, 2018. Balance will be due in the PYRO SHOWS office prior to day of show.
- XIII. **GOVERNING LAW.** This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Texas. Venue for any legal proceeding, cause of action or suit arising out of or related to this Agreement shall exclusively lie with a court of competent jurisdiction in Hidalgo County, Texas, any legal proceeding, cause of action or suit arising out of or related to this Agreement shall be exclusively brought in any court of competent jurisdiction in Hidalgo County, State of Texas, and for this purpose each party expressly and irrevocably consents to the exclusive jurisdiction of said courts.
- XIV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
- XV. **IMPORTANT:** Checks must be made payable to PYRO SHOWS OF TEXAS, INC.  
All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: \_\_\_\_\_  
Chad Stanley, General Manager

DATE: \_\_\_\_\_

CUSTOMER

BY: \_\_\_\_\_  
Signature

Printed Name

Title

DATE: \_\_\_\_\_

#### WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 8.B.

**DATE SUBMITTED:** August 29, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:** Omar Anzaldua

**Agenda Item:** Consideration and action, if any, authorizing City Manager to terminate contract negotiations with Garver, LLC and negotiate and enter into contract with another qualified firm for Professional Engineering Services for the Expressway Tank Rehabilitation Project. (Project #1718-60-582-S011-001)

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Staff is requesting authorization from City Commission on authorizing the City Manager to terminate contract negotiations with Garver LLC for Professional Engineering Services, for the Expressway Tank Rehabilitation Project, as Garver LLC is not agreeable to the City of Pharr's standard Professional Engineering Contract terms and conditions.

**Financial Consideration:** To be determined

**Staff Recommendation:** Staff recommends approval and authorization to terminate contract negotiations with Garver LLC and enter into contract negotiations with another qualified firm for Professional Engineering Services for the Expressway Tank Rehabilitation Project.

**Alternatives:** N/A

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### ROUTING:

Omar Anzaldua  
Omar Anzaldua  
Sandra Zamora  
Patricia Rigney

Created/Initiated - 08/29/2018  
Approved - 08/30/2018  
Approved - 08/30/2018  
Approved - 08/30/2018

Karla Moya  
City Management Office

Approved - 08/31/2018  
Final Approval - 08/31/2018





## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 8.C.

**DATE SUBMITTED:** August 29, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Donation Acceptance Agreement (DAA) with the United States Government for the Pharr/Reynosa International Bridge-Northbound Lanes Expansion and 2nd Exit to Border Safety Inspection Facility Project.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** The Purpose of this Agreement is to Memorialize the Mutual Understanding of the Parties Regarding the Proposed Donation to the United States and the Terms and Conditions of that Donation.

The Estimated Cost to the City of Pharr for the Donations Acceptance Agreement (DAA) is approximately \$171,000, to cover various expenses from the Office of Information and Technology (OIT)

Data Personal Property and Infrastructure Equipment: \$70,000

Voice Equipment: \$ 6,000

Cabling Requirements: \$50,000

Border Security Deployment Program (BSDP): \$45,000

Total \$171,000

**Financial Consideration:** Estimated Danation Acceptance Agreement is \$171,00

**Staff Recommendation:** Staff recommends approval of the Resolution executing a Donation Acceptance Agreement (DAA) with the United States Government for the Pharr/Reynosa International Bridge- Northbound Lanes Expansion and 2nd Exit to

Border Safety Inspection Facility Project.

**Alternatives:**

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**ROUTING:**

|                        |                                |
|------------------------|--------------------------------|
| Omar Anzaldua          | Created/Initiated - 08/29/2018 |
| Omar Anzaldua          | Approved - 08/29/2018          |
| Sandra Zamora          | Approved - 08/29/2018          |
| Patricia Rigney        | Approved - 08/30/2018          |
| Karla Moya             | Approved - 08/30/2018          |
| City Management Office | Final Approval - 08/31/2018    |

**DONATION ACCEPTANCE AGREEMENT**  
**BY AND BETWEEN**  
**THE UNITED STATES OF AMERICA,**  
**ACTING BY AND THROUGH**  
**THE U.S. DEPARTMENT OF HOMELAND SECURITY,**  
**U.S. CUSTOMS AND BORDER PROTECTION,**  
**AND**  
**THE U.S. GENERAL SERVICES ADMINISTRATION,**  
**PUBLIC BUILDINGS SERVICE,**  
**AND**  
**THE CITY OF PHARR, TEXAS**

**1. PARTIES**

The United States of America (“United States”), acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection (“CBP”), and the U.S. General Services Administration (“GSA”), are entering into this Donation Acceptance Agreement (“Agreement”) with the City of Pharr, Texas (“Donor”), to facilitate the proposed donation of real property, personal property and non-personal services, at the Pharr Land Port of Entry (“Pharr LPOE”) located in Pharr, Texas. GSA, CBP and Donor are collectively referred to herein as the “Parties” and each individually as a “Party.”

**2. PURPOSE**

The purpose of this Agreement is to memorialize the mutual understanding of the Parties regarding the proposed donation to the United States and the terms and conditions of that donation.

As described in Donor’s final detailed scope, site plans, drawings and specifications, and cost estimates for the project, Donor seeks to (a) construct two new inbound commercial lanes with booths and other operationally required infrastructure, equipment and technology, (b) widen the commercial vehicle lanes on the interior and (c) construct two new commercial exit booths at the Pharr LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA.

Donor has submitted the following documentation to GSA and CBP to facilitate acceptance and approval of the project:

- Scope of Work for the project to be donated to the United States, attached hereto as Exhibit A and incorporated herein by reference, which explains all work to be performed on the

federal property during construction and how the work meets the requirements in the GSA and CBP reference documents listed in section 5, below;

- Preliminary project schedule, attached hereto as Exhibit B and incorporated herein by reference;
- Detailed project cost estimate, attached hereto as Exhibit C and incorporated herein by reference; and
- Construction documentation package, including plans, drawings and specifications, attached hereto as Exhibit D and incorporated herein by reference.

This Agreement outlines the principles, terms and conditions that will govern this donation and defines and establishes the joint project management framework, membership, roles, and responsibilities of the GSA, CBP and Donor project teams for the construction, construction management and donation of the outbound empty commercial vehicle inspection facilities, including supporting infrastructure, equipment and technologies, at the Pharr LPOE. Once completed and upon conveyance of the property to the United States, the entirety of the donation, including the improvements constructed on federal property, will become the property of the United States, subject to a minimum of a one-year warranty of construction as described in greater detail in subsection 7.D and section 17, below, and Donor's obligation to be financially responsible for all costs and expenses relating to the operation, maintenance and repair of the donated property as described in greater detail in subsection 7.C, below.

### **3. AUTHORITY**

Port of entry donation authority, 6 U.S.C. § 301a, and more generally, the Homeland Security Act of 2002, 6 U.S.C. § 112 *et seq.*, as amended.

### **4. CONSIDERATION AND MUTUALITY OF OBLIGATIONS**

It is the agreement of the Parties and the intention and wish of Donor that the donation under this Agreement will constitute Donor's binding obligation and will be enforceable at law and equity, including against Donor and Donor's successors and assigns. Donor acknowledges that GSA and CBP are relying, and will continue to rely, on Donor's donation being fully satisfied as set forth herein and that the United States is willing to accept the donation subject to the terms and conditions set forth in this Agreement. In consideration for the donation, GSA will enter into a site access or other similar agreement with Donor authorizing Donor to enter onto the Pharr LPOE property to carry out its responsibilities under this Agreement. The United States further agrees to accept the donation upon completion, provided it is constructed in accordance with the terms and conditions of this Agreement, and to use the donation for the facilitation of port of entry operations, subject to the terms of this Agreement and available appropriated and budgeted funding for such purpose, which budgeting determination is to be made in the sole discretion of CBP or GSA, as applicable, by taking into consideration competing operational priorities.

## 5. SCOPE OF WORK

The agreed-upon scope of the project is described in the attached Exhibit A. Any subsequent modifications to the agreed-upon scope of work and the associated costs must be reviewed and approved by the Parties before taking effect, as described in greater detail in this section and section 27.

The Parties further acknowledge that the project must comply with all applicable state and federal laws, regulations, directives, policies, and technical and security standards, and all Project Documents (defined below) required to be prepared by or on behalf of Donor and approved by GSA and CBP under this Agreement.

Donor agrees that the project has been designed and will be executed in compliance with the following reference documents and authorities, as such documents and authorities may be revised from time to time by GSA, CBP or other entities within the Federal Government, as applicable:

- *CBP Centralized Area Video Surveillance System Design Guide Standards* (current version);
- *CBP Land Port of Entry Design Standards* (current version);
- *CBP National Cabling Standards* (current version);
- *CBP Security Policy and Procedures Handbook* (current version);
- *CBP Voice/Data Communications Room Requirements* (current version);
- *GSA Design Excellence Policies and Procedures* (<http://www.gsa.gov/portal/content/103738>);
- *GSA Facilities Standards for the Public Buildings Service, PBS-P100* (current version) (“PBS-P100”);
- *National Environmental Policy Act of 1969, as amended* (“NEPA”);
- *National Historic Preservation Act of 1966, as amended* (“NHPA”);
- *Homeland Security Presidential Directive 12* (“HSPD-12”);
- *Executive Order 11423, as amended by Executive Order 13337*, on Presidential permits; and
- *Executive Order 13693 - Planning for Federal Sustainability in the Next Decade*.

Donor acknowledges that the United States will conduct independent NEPA and NHPA analyses of the property to be donated, if required, and Donor will be responsible for providing timely comments and information, including NEPA and NHPA studies and drafts, as necessary and requested by either CBP or GSA, to enable the United States to comply with all applicable environmental and historic preservation laws.

GSA and CBP reserve the right to identify additional references as the project progresses, subject, however, to the requirement that once the scope of the project is finalized and agreed upon by the Parties, any subsequent modification to the Project Documents is subject to the unanimous consent of the Parties.

Donor further agrees to construct the project in accordance with the following documents (collectively, the “Project Documents”), each of which, when finalized, will be attached to this Agreement and incorporated herein by reference:

- Scope of Work (see Exhibit A);
- Preliminary project schedule (see Exhibit B);
- Detailed project cost estimate (see Exhibit C);
- Construction documentation package, including plans, drawings and specifications (see Exhibit D);
- Other related construction documents (see Exhibit E);
- Financial Plan and Statement of Financial Capability (including Long-Term Operation and Maintenance Plan, evidence of capability to support project completion and other relevant provisions, as required) (see Exhibit F);
- NEPA analysis, as required (see Exhibit G);
- NHPA analysis, as required (see Exhibit H); and
- Signed Non-Disclosure Agreements (“NDA”) (see Exhibit I), as required.

Donor agrees not to deviate from the approved Project Documents without the express prior written consent of GSA and CBP. GSA and CBP will only accept the donation once all terms and conditions of this Agreement are satisfied and they have verified that the property and the improvements constructed thereon are in keeping with the GSA and CBP design specifications referenced above.

## **6. ROLES AND RESPONSIBILITIES**

GSA, CBP and Donor will each appoint the key members of the project team within one week after full execution of this Agreement. Key team members will include the following officials:

- GSA Project Team Manager;
- CBP Project Manager; and
- Donor Project Manager.

The GSA Project Team Manager will be the primary point of contact to facilitate GSA approvals for the work activities. The Project Managers for CBP and Donor will provide subject matter expertise to the GSA Project Team Manager, as needed, monitor the project, provide approvals, raise issues and concerns to the GSA Project Team Manager, and coordinate activities and progress within their respective organizations.

## **7. PROJECT FUNDING**

### **A. Design, Construction and Delivery Costs and Expenses**

Donor will be financially responsible for all costs and expenses to design, construct and deliver the completed project, and all other costs and expenses associated with the project, including construction management, the correction of defective or noncompliant work and the repair or replacement of any federal property damaged during the course of project construction and delivery, until completion and acceptance of the final project by GSA and CBP. The estimated and anticipated costs and expenses of designing and constructing the donated property are outlined and itemized in the spreadsheet attached hereto as Exhibit C.

### **B. Equipment, Technology and Connectivity-Related Costs and Expenses**

Equipment, technology and connectivity-related costs and expenses, as described in greater detail in Exhibit J, attached hereto and incorporated herein by reference, will be procured directly by CBP. Donor agrees to provide an upfront monetary donation to CBP for all equipment, technology and connectivity-related costs and expenses, including procuring of the equipment, installation and training, if required, identified in Exhibit J. CBP will retain ownership of all equipment and technology procured by CBP. The CBP Office of Information and Technology's ("OIT") estimate for all equipment, technology and connectivity-related costs and expenses at the Pharr LPOE is \$171,000, subject to adjustment to reflect the actual costs and expenses incurred by CBP. The detailed OIT estimate is included as part of Exhibit J. Donor must remit payment to the CBP office and address listed immediately below:

Enterprise Services Office of Finance  
Regulatory Reports Section (RRS)  
6650 Telecom Drive  
Suite 100  
Indianapolis, IN 46278  
Attn: Dale Gray and Brandi Steinmetz.

Upon installation of all equipment and technology, CBP will send Donor a final receipt of actual costs and expenses incurred by CBP for Donor's records. CBP reserves the right to seek and obtain additional monetary donation from Donor should actual equipment, technology and connectivity-related costs and expenses exceed OIT's estimate. Any unused funds provided by Donor will be returned to Donor in accordance with CBP policy and procedures. CBP will owe no interest on funds held and ultimately refunded.

### **C. Costs and Expenses Relating to Operation, Maintenance and Repair of Donated Property**

Upon project completion and acceptance by the United States, Donor will be financially responsible for all costs and operating expenses related to the operation, maintenance

and repair of the donated real property. Operating costs and expenses include recurring services, such as cleaning, maintenance and utilities, and non-recurring costs and expenses, such as snow removal, repairs and alterations, grounds keeping, and other operating costs. Donor will be financially responsible for all such costs and expenses unless and until such time as the United States has the available funding and has specifically obligated funds for such costs and expenses. The United States will not reimburse Donor for its incurred costs and expenses nor does this Agreement create any financial liability or obligation on the United States prohibited by the Anti-Deficiency Act (31 U.S.C. §§ 1341(a)(1)(A), 1341(a)(1)(B) and 1517(a)).

The estimated increase in costs and expenses to the United States attributable to the operation and maintenance of the donated real property in Fiscal Year 2021 is \$75,000. The cost and expense estimate may fluctuate from year-to-year due to inflation and other factors. Donor agrees to provide an upfront monetary donation to CBP at the beginning of each fiscal year based on the estimate it receives from CBP. CBP will reconcile the estimated costs and expenses against the actual costs and expenses incurred in the fourth quarter of each fiscal year (*i.e.*, July, August and September). In the event that the previous payments from Donor are less than the actual costs and expenses incurred, CBP will send Donor a fourth quarter invoice that will include actual costs and expenses of operation and maintenance year-to-date not yet paid, as well as the estimated amount owed for the fourth quarter. Any unused donated funding at the end of the fiscal year may be retained by CBP to be applied to the following year's operation and maintenance costs and operating expenses or returned to Donor, at Donor's option, in accordance with CBP policy and procedures. CBP will owe no interest on funds held and ultimately refunded.

#### D. Warranty of Construction and Damage

Upon project completion and acceptance by GSA and CBP, the United States will own the donated property, subject to a minimum of a one-year warranty of construction to be provided by Donor or Donor's construction company, naming the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as a beneficiary, in the form prescribed in Federal Acquisition Regulation ("FAR") subsection 52.246-21, Warranty of Construction.

To the maximum extent provided by applicable law, Donor will be responsible for all damages to persons or property that occur as a result of Donor's activities performed under this Agreement or otherwise in completing the project, whether caused by Donor's intentional conduct, recklessness, fault, negligence, or otherwise. In confirmation thereof, Donor, to the extent permitted by applicable state law and to the extent of available appropriations, hereby agrees to indemnify and hold the United States, acting by and through CBP and GSA, and its employees, officers, representatives, and agents, in both their individual and official capacities, harmless from and against all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others, directly or indirectly, arising out of or relating to the exercise by Donor of the privileges granted under this Agreement and the Project Documents or any



other act or omission of Donor relating to the project, including failure to comply with the obligations of this Agreement and the Project Documents. In addition, Donor agrees to require in its contracts for any portion of any work performed in accordance with the terms of this Agreement that the contractors will indemnify and hold the United States, acting by and through CBP and GSA, and its employees, officers, representatives, and agents, in both their individual and official capacities, harmless from and against all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others, directly or indirectly, arising out of or relating to the exercise by Donor's contractors of the privileges granted under this Agreement and the Project Documents or any other act or omission of Donor's contractors relating to the project, including failure to comply with the obligations of this Agreement and the Project Documents.

#### E. Evidence of Financial Capability

Donor represents that it has the financial capability to perform all of its obligations under this Agreement and to finance the project and agrees to provide updated information to GSA and CBP, as requested, to demonstrate such financial capability. Throughout the project and upon request of GSA or CBP, Donor must provide cost estimates and, upon completion of the project, a certified cost statement for the project to GSA and CBP.

### **8. SITE CONDITIONS**

Donor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions that can affect the work or its costs, including (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance.

The United States is not responsible for any unknown or unforeseen site conditions. Donor acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work. Any failure of Donor to take the actions described and acknowledged in this section will not relieve Donor from responsibility for estimating properly the difficulty and cost of successfully performing the work or otherwise relieve Donor of its obligations to perform as set forth in this Agreement.

Should Donor encounter, or GSA or CBP discover, during the progress of the work, subsurface or latent conditions at the site materially differing from those shown in the Project Documents, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Project Documents, Donor must immediately cease construction operations under this Agreement and notify the GSA Project Team Manager and the CBP Project Manager before the site is disturbed further. After such notice, the Parties may jointly agree that Donor may continue work under this Agreement in areas

not affected by the newly discovered site condition. The GSA Project Team Manager and the CBP Project Manager will thereupon promptly investigate the conditions and, if they find that they do so materially differ, this Agreement will be modified to provide for any revised scope of work or extension of time resulting from such conditions. Any costs caused by such changed conditions will be the sole responsibility of Donor and it is understood that the United States will not be liable or responsible for any such costs or claims for costs. If Donor elects not to modify this Agreement and bear such increased costs, this Agreement may be terminated, subject to the termination and restoration provisions set out in this Agreement.

## **9. UTILITIES**

To the extent Donor requires use of existing utility outlets and supplies at the Pharr LPOE for performance of the work, Donor agrees to install a separate temporary meter or submeter to measure the cost of that usage. Donor, at its sole cost and expense and in a workmanlike manner satisfactory to GSA and CBP, must install and maintain all necessary temporary connections and distribution lines and all meters and submeters required to measure the amount of each utility used for the purpose of determining charges.

Before final acceptance of the work by the United States, Donor must remove all the temporary connections, distribution lines, meters, and associated equipment, and restore any federally owned property to the condition existing as of the commencement of construction.

## **10. PROJECT EXECUTION**

Donor may proceed with project execution only after this Agreement has been executed, the Parties have satisfied all of the conditions precedent to the commencement of construction and GSA has issued a Notice to Proceed for the construction activity. The commencement conditions include:

- GSA and CBP approval of Donor's construction documents and work plan;
- Evidence of Donor's compliance with insurance requirements imposed by GSA and CBP as set forth in section 18;
- A site access, construction license or other similar agreement that is in full force and effect;
- Evidence of the Donor's financing for all project costs and expenses;
- Evidence that the payment and performance obligations relating to construction are obtained pursuant to this Agreement and assured to GSA and CBP's satisfaction; and
- Evidence that any necessary governmental permits or approvals have been obtained and the project is in compliance with all applicable laws, regulations and code requirements.

The decision whether to move forward with project execution is solely within GSA and CBP's discretion.

All work must be performed in a manner that either avoids or minimizes, to the extent reasonably possible, operational disruptions. Donor agrees to coordinate project activities with the GSA

Project Team Manager and the CBP Project Manager to ensure that operational disruptions, if any, are mitigated and managed appropriately.

All work must be performed in a manner that will safeguard the public and United States personnel and property and in accordance with all applicable local, state and federal laws and regulations. Donor must provide the appropriate safety barricades, signs and signal lights at the project site at all times. Donor must keep the work area free from accumulation of waste materials and, upon completion of the project, remove any trash, rubbish, tools, equipment, and materials that are not United States property and leave the work area in a clean, neat and orderly condition satisfactory to GSA and CBP on a daily basis.

All equipment, supplies, material, and articles incorporated into the work should be new and of the most suitable grade for the purpose intended. Donor agrees to perform all work under this Agreement in a skillful and workmanlike manner.

During project execution, GSA and CBP, as applicable, will monitor and engage in the following reviews and activities:

- Issuance of temporary site access, construction license or other similar agreement to Donor;
- Inspection of construction quality and, if necessary, issuance of written field directives setting forth in reasonable detail alleged variances or violations and requesting that Donor take specified corrective action;
- Preparation of written punch list after substantial completion (project is substantially complete when it may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the operation of the property by the United States). Donor's construction contractor must attend the punch list review meeting and provide a written list of all incomplete or deficient installation items with the expectation that additional items may be added in the process of the walk-thru by all parties;
- Coordination with Donor to complete all items identified in the punch list within 20 working days;
- Monitor closeout of the project punch list;
- Staff training for building operations and items covered by the one-year warranty to be provided by Donor;
- Review and approval of as-built documents, including dimensioned and noted underground utility information; and
- Final inspection and acceptance.

Donor is required to (a) commence work under this Agreement within 60 calendar days after the date Donor receives the Notice to Proceed from GSA, (b) prosecute the work diligently and (c) complete the entire work ready for use within the time set forth in the Project Documents. The time stated for completion includes final cleanup of the premises. Donor must update the project schedule monthly to reflect its actual progress in completing the work, and submit the updated

project schedule to the GSA Project Team Manager and the CBP Project Manager within five working days of the end of each month or other specified period.

At all times during performance of construction work under this Agreement and until the work is completed and accepted by the United States, Donor must provide full-time on-site professional construction management services for the project. The identity and scope of work of Donor's construction management representative must be approved by the GSA Project Team Manager and the CBP Project Manager. Donor must provide sufficient construction management resources, including personnel responsible for project management, estimating, coordination, inspection, quality assurance, and PBS-P100-required commissioning, to ensure the proper execution and timely completion of the project. From and after the commencement of construction until acceptance of the donation by the United States, Donor's construction manager must provide to the GSA Project Team Manager and the CBP Project Manager information on a regular basis sufficient to apprise GSA and CBP in reasonable detail of the then-current status of the progress of the project, including all meeting minutes, daily reports with labeled photos, testing results, and other inspection-related correspondence, and other written material generally circulated to Donor's contractors and other members of the project team relating to the design and construction of the project, and other materials reasonably requested by the GSA Project Team Manager or the CBP Project Manager. In addition, upon completion of the project, Donor, the contractor and the construction manager must each certify that the construction meets all of the requirements of the Project Documents. CBP, GSA and Donor will establish recurring meetings to discuss the status of the project and will identify specific milestones during which the construction manager will coordinate on-site walkthroughs and inspections with the appropriate CBP and GSA subject matter experts.

The project is complete only when Donor has corrected all punch list items and noted deficiencies and has complied with all conditions in this Agreement.

Upon final acceptance, in writing, by the United States, Donor agrees to provide GSA and CBP with final as-built drawings in AutoCAD format and plans of the donated site improvements, all warranty documentation and all documents necessary for transfer of ownership (such as a bill of sale, clear title evidence, deed of transfer, and final total and itemized costs for the project), and any other reasonable request for documentation related to the project.

## **11. AUTHORIZED AREAS**

Donor must confine all operations (including storage of materials) on the federal property to areas authorized or approved by the GSA Project Team Manager or the CBP Project Manager. Temporary buildings (*e.g.*, storage sheds, shops and offices) and utilities may be erected or installed by Donor only with the approval of the GSA Project Team Manager or the CBP Project Manager and must be built or installed with labor and materials furnished by Donor without expense to the United States. The temporary buildings and utilities will remain the property of Donor and must be removed by Donor at its sole cost and expense upon completion of the work.

Donor must use only established roadways or use temporary roadways constructed by Donor when and as authorized by the GSA Project Team Manager or the CBP Project Manager. Donor must remove any temporary roadways it constructs and restore the property to its condition at the

commencement of construction, including resodding and fill, as necessary, and repair or pay for the repair of any damage to curbs, sidewalks, roads, or landscaping that occurs as a result of its activities.

## **12. INSPECTION OF CONSTRUCTION**

Donor must maintain an adequate inspection system and perform such inspections as will ensure that the work performed under this Agreement conforms to the requirements set forth herein. Donor must maintain complete inspection records and make them available to GSA and CBP upon request.

GSA and CBP reserve the right, but not the obligation, to review, test or inspect the prosecution of Donor's work to verify compliance with the terms of this Agreement. Donor must allow GSA and CBP, and their agents and representatives, access to the construction site and Donor's work for such reviews, provided such access and reviews do not unreasonably interfere with or unreasonably delay the performance of Donor's work. GSA and CBP's inspections and tests are for the sole benefit of the United States and do not relieve Donor of responsibility for providing adequate quality control measures and do not constitute or imply acceptance of any part of the work.

Donor must, without charge to the United States, replace or correct work found by GSA or CBP not to conform to contract requirements. Donor must promptly segregate and remove rejected material from the premises. If Donor does not promptly replace or correct rejected work, the United States may terminate this Agreement without liability to the United States and seek any other remedies permitted by this Agreement or by law.

## **13. SPECIFICATIONS, PLANS AND DRAWINGS FOR CONSTRUCTION**

Donor must keep on the work site a copy of the plans, drawings and specifications and must at all times give GSA and CBP access thereto. Anything mentioned in the specifications and not shown on the plans or drawings, or shown on the plans and drawings and not mentioned in the specifications, must be of like effect as if shown or mentioned in both.

In case of differences between the plans and drawings and the specifications, the specifications will govern. In case of discrepancies in the figures, plans or drawings, or the specifications, the matter must be promptly submitted to GSA and CBP, who will promptly make a determination in writing. Any adjustment by Donor without such a determination will be at its own risk and expense.

If this project requires shop plans and drawings, such as drawings of the mechanical and electrical work, such plans and drawings must be submitted to the GSA Project Team Manager and the CBP Project Manager for approval prior to commencing the work.

## **14. CONTRACT MANAGEMENT AND PERSONNEL**

Donor must employ, and require its contractors and subcontractors to employ, qualified personnel to perform the work. The United States reserves the right to exclude, or remove from the site or

building, any personnel for reasons of incompetence, carelessness or insubordination, who violate rules and regulations concerning conduct on federal property or whose continued employment on the site is otherwise deemed by the United States to be contrary to the public interest. Repeated failure or excessive delay by Donor to provide qualified personnel will be deemed a default under this Agreement and, in such event, GSA and CBP may, in their sole discretion, terminate Donor's right to proceed and seek any other remedies permitted by this Agreement or by law.

## **15. CONTRACTORS AND SUBCONTRACTORS**

Donor will be responsible for coordinating all activities of contractors, subcontractors and suppliers. This responsibility includes coordination of the following activities: preparation of shop drawings produced by different contractors, subcontractors and suppliers where their work interfaces or may potentially conflict or interfere and the installation of such work; scheduling of work by contractors, subcontractors and suppliers; and use of the project site for staging and logistics.

Donor must verify and confirm, in writing, to the GSA Project Team Manager and the CBP Project Manager that the construction contractor and any of its subcontractors are not identified within the active exclusion records maintained by the United States identifying those parties excluded from receiving federal contracts, certain subcontracts, and certain types of federal financial and non-financial assistance and benefits (the "Exclusion List"). The most current Exclusion List is contained within the System for Award Management ("SAM"), [www.sam.gov](http://www.sam.gov). No party on the Exclusion List may perform any work related to or in connection with this Agreement and Donor will be in default under this Agreement if any party on the Exclusion List performs such work.

Nothing contained in this Agreement will be construed as creating any contractual relationship between any third party (*e.g.*, contractor, subcontractor or supplier or any of their agents, representatives or employees) and the United States. Donor will be responsible to the United States for acts and omissions of its own employees and those of its contractors, subcontractors, suppliers, and their employees, to the maximum extent permitted by applicable state law and to the extent of available appropriations.

## **16. SECURITY CONSIDERATIONS**

Given the security-sensitive nature of land ports of entry, at the discretion of GSA or CBP, each employee, worker and supplier will be subject to a background investigation prior to being authorized to commence work on any aspect of the project.

In addition, the dissemination of any Project Documents related to the donation must be tightly controlled in accordance with HSPD-12, as well as subject to an NDA in the form of Exhibit I, which Donor and all contractors, subcontractors, laborers, and suppliers associated with the project must execute.

All Project Documents are deemed to be Sensitive But Unclassified ("SBU") or Controlled Unclassified Information ("CUI"), or both (collectively, "Sensitive Information"), and are subject to the provisions of this section. For any person authorized access to Sensitive Information, Donor

must ensure that such person receives training concerning the protection and disclosure of Sensitive Information both during and after performance.

Donor and all contractors, subcontractors, laborers, and suppliers associated with the project must incorporate and comply with all applicable changes and updates to security regulations and requirements as promulgated by the U.S. Department of Homeland Security. In addition, Donor must comply with the following additional requirements pertaining to security clearances:

- All personnel performing work under contract on the project site must obtain an Enter on Duty (“EOD”) determination before they will be granted access to the site.
- To obtain an EOD determination, Donor must submit for all such personnel fingerprints on Form SF-87 and a completed Contractor Information Worksheet. Detailed information is available at <http://www.gsa.gov/portal/category/107203>. USAccess Credentialing Centers can be located at <http://www.fedidcard.gov/centerlist.aspx>.
- In addition, all such personnel who will be on-site for six months or longer must apply for and receive clearance in accordance with HSPD-12. See 48 C.F.R. § 552.204-9.

All personnel requiring recurring access to federal property, Sensitive Information or Information Technology Resources (defined below) must have a favorably adjudicated background investigation prior to commencing work under this Agreement, unless this requirement is waived by either GSA or CBP. GSA and CBP may require Donor to prohibit certain individuals from working on the project if GSA or CBP deems their initial or continued employment contrary to the public interest.

In addition, Donor must comply with GSA and CBP personal identity verification procedures that implement HSPD-12, Office of Management and Budget guidance M-05-24 and Federal Information Processing Standards Publication (“FIPS PUB”) Number 201.

Donor must account for all forms of federal identification issued to Donor employees and contractors in connection with performance under this Agreement. Donor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise advised by GSA or CBP:

- When no longer needed for project performance;
- Upon completion of Donor employee’s or contractor’s employment; or
- Upon acceptance of the donation by the United States or termination of the Agreement.

Donor must insert this provision in all contracts when the contractor or subcontractor is required to have access to a federally controlled facility or information system. It is the responsibility of Donor to return such identification to the issuing agency in accordance with the terms set forth above.

Sensitive Information, as used in this Agreement, means any information that, if lost, misused, disclosed, or, without authorization, is accessed or modified, could adversely affect the national or homeland security interest, the conduct of federal programs or the privacy to which individuals are entitled under section 552a of title 5, United States Code, but that has not been specifically authorized under criteria established by an executive order or an Act of Congress to be kept secret

in the interest of national defense, homeland security or foreign policy. In addition to SBU and CUI, this definition also includes the following categories of information:

- Protected Critical Infrastructure Information ("PCII"), as set out in the Critical Infrastructure Information Act of 2002 (title II, subtitle B of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto, 6 C.F.R. part 29, as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his or her designee);
- Sensitive Security Information ("SSI"), as defined in 49 C.F.R. part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his or her designee);
- Information designated as "For Official Use Only ("FOUO")," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of federal programs or other programs or operations essential to the national or homeland security interest; and
- Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Information Technology Resources" include computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Donor acknowledges that, as part of its project execution activities, GSA and CBP will need to provide Donor with Sensitive Information. In accordance with section 552.101 of the Texas Government Code, Public Information Act ("PIA"), Donor agrees to maintain the confidentiality of information designated by the United States as Sensitive Information and will sign an NDA to that effect. If Donor receives a request for documents related to this Agreement from a party who is not a signatory to this Agreement, Donor agrees to assert any and all applicable defenses, privileges, exceptions, and exemptions from disclosure under the Texas PIA or any other law and to maintain the confidentiality of the information to the maximum extent permissible under law. Donor will immediately notify GSA and CBP of any such request and will draft a response, in consultation and coordination with GSA and CBP, to submit to the Texas Attorney General within the 10 business days allowed under the Texas PIA.

During project execution, Donor may need to consult with other entities that may be involved with the project. To the extent any of these other entities require access to Sensitive Information, they, too, will be required to execute an NDA.

#### SAFEGUARDING AND DISSEMINATION OF SENSITIVE INFORMATION

This clause applies to all recipients of Sensitive Information, including offerors, bidders, awardees, Donor, contractors, subcontractors, lessors, suppliers, and manufacturers.



#### Marking Sensitive Information:

Donor-generated documents that contain Sensitive Information must be reviewed by GSA and CBP to identify any sensitive content before the original or any copies are disseminated to any other entities. If sensitive content is identified, the GSA Project Team Manager or the CBP Project Manager may direct Donor to imprint or affix sensitive document markings to the original documents and all copies before any dissemination.

#### Authorized Recipients:

Information designated sensitive must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include federal, state and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA and CBP. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid or performing work under this project. Recipients must have a legitimate business need to know such information. If a contractor or subcontractor is not registered in SAM and has a need to possess Sensitive Information, the contractor or subcontractor must provide Donor its Data Universal Numbering System number or its tax ID number and a copy of its business license. Donor must keep this information related to the contractor or subcontractor for the duration of the contract and subcontract.

Provided they have first executed an NDA, all GSA, CBP and Donor personnel will be provided Sensitive Information when needed for the performance of official federal, state and local government functions, such as for code compliance reviews and for the issuance of building permits or notices to proceed. Public safety entities, such as fire and utility departments, may require access to Sensitive Information on a need to know basis. This clause must not prevent or encumber the dissemination of Sensitive Information to public safety entities.

#### Dissemination of Sensitive Information:

Electronic transmission of Sensitive Information outside of the GSA or CBP network must use session encryption (or alternatively, file encryption). Encryption must be through an approved National Institute of Standards and Technology ("NIST") algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with FIPS PUB Number 140-2, Security Requirements for Cryptographic Modules, and GSA policy.

Non-electronic forms of transmission (including paper documents, among other formats) or through portable electronic data storage devices (including CDs, DVDs and USB drives) sent by mail must use only methods of shipping that provide services for monitoring receipt, such as track and confirm, proof of delivery, signature confirmation, or return receipt. If transmitted in person, Donor must provide Sensitive Information only to authorized recipients with a need to know such information.

#### Record Keeping:

Donor must maintain a list of all entities to which Sensitive Information is disseminated in accordance with the above paragraphs addressing authorized recipients and dissemination of Sensitive Information. This list must include, at a minimum,; (1) the name of the federal, state or local government entity, utility or firm to which Sensitive Information has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the Sensitive Information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the Sensitive Information provided. Once “as built” drawings are submitted, Donor must collect all lists maintained in accordance with this clause, including those maintained by any contractors, subcontractors or suppliers, and submit them to the GSA Project Team Manager.

#### Destroying Sensitive Information:

When no longer needed, Sensitive Information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide, and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, Sensitive Information may be returned to the GSA Project Team Manager.

#### Notice of Disposal:

Donor must notify the GSA Project Team Manager that all Sensitive Information has been returned or destroyed by Donor and its contractors, subcontractors or suppliers in accordance with the paragraphs above, with the exception of Donor’s record copy. This notice must be submitted to the GSA Project Team Manager at the completion of the project. Donor may return the sensitive documents to the GSA Project Team Manager rather than destroying them.

#### Incidents:

All improper disclosures of Sensitive Information must be immediately reported to the GSA Project Team Manager, and Donor will provide a corrective action plan explaining how Donor will rectify any noncompliance and comply with the provisions of this Agreement in the future.

#### Contracts and Subcontracts:

Donor and its contractors and subcontractors must insert the substance of this section in all contracts and subcontracts where the contractor or subcontractor may have access to federal facilities, Sensitive Information or Information Technology Resources.

The provisions in this Agreement relating to the NDA and all Sensitive Information, including SBU, CUI or FOUO information, will survive the expiration or earlier termination of this Agreement.

## **17. WARRANTIES**

Donor warrants that work performed under this Agreement will conform to the approved Project Documents and will be free of any defect in equipment, material or design furnished, or workmanship performed, by Donor or any contractor, subcontractor or supplier at any tier. In confirmation thereof, Donor agrees to furnish the United States, acting by and through GSA and CBP, at a minimum, a one-year full warranty for the donated property from the date of final acceptance in the form prescribed in FAR subsection 52.246-21, Warranty of Construction. Donor must remedy, without any cost or expense to the United States, any failure to conform to the approved Project Documents or any defect within a reasonable time, and must remedy, without any cost or expense to the United States, any damage to federally owned or controlled real or personal property, when that damage results from Donor's or Donor's contractor's, subcontractor's or supplier's failure to conform to the approved Project Documents, contract requirements or any defect of equipment, material, workmanship, or design furnished. Donor's warranty with respect to work repaired or replaced will run for a minimum of one-year from the date of repair or replacement.

If Donor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, GSA and CBP will have the right to replace, repair or otherwise remedy the failure, defect or damage caused at Donor's expense and obtain reimbursement from Donor for the costs of such replacement, repair or remedy.

Donor must obtain all warranties from contractors, subcontractors, manufacturers, and suppliers that would be given in normal commercial practice and enforce all warranties for the benefit of the United States if directed by either GSA or CBP.

## **18. INSURANCE**

The United States acknowledges that Donor, being a city in Hidalgo County in the State of Texas, is self-insured. Prior to commencing any activities under this Agreement, Donor must deliver to GSA and CBP evidence that Donor's contractors and subcontractors each have at least \$1,000,000 comprehensive general public liability and property damage insurance policies to cover claims arising from the contractors' and subcontractors' operations that cause damage to persons or property of third persons; such insurance must name the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as an additional insured. Each contractor and subcontractor also must obtain and maintain workers' compensation insurance in the amounts required by applicable laws. If Donor's contractors and subcontractors fail to comply with the terms and conditions of this section, at the option of GSA or CBP, Donor's activities must immediately cease and desist until such time as there is compliance. The insurance carrier must waive all subrogation rights against any of the named insured.

Donor must promptly provide to the GSA Project Team Manager and the CBP Project Manager proof that its contractors and subcontractors have obtained the insurance required by this Agreement in the form of certificates of insurance that show the policy coverage amount(s) and the endorsement page that documents and confirms that the United States has been added as an additional insured on the policies with respect to operations performed under this Agreement. Donor must submit to the GSA Project Team Manager and the CBP Project Manager all renewal

certificates issued during the life of the project immediately upon issuance. Donor's contractors and subcontractors must maintain the required insurance at all times during the term of the Agreement. All required policies of insurance must be in companies of generally recognized responsibility. All policies of insurance must provide that they may not be canceled without at least 30 calendar days' prior written notice to GSA and CBP.

## **19. BONDING**

Donor must require its contractors to post payment and performance bonds substantially in the form of Standard Form 25 to secure payment for persons supplying labor or materials and completion of the work to be performed under this Agreement. The bonds must name the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as an additional named beneficiary. The performance bond or bonds must be in a cumulative amount no less than the estimated value of the donation.

Donor must furnish all executed bonds, including any necessary reinsurance agreements, to GSA and CBP prior to commencement of construction. The bonds must be in the form of a firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties or by other acceptable security, such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Department Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of the Treasury  
Financial Management Service  
Surety Bond Branch  
3700 East West Highway, Room 6F01  
Hyattsville, MD 20782,

or on the Internet at <http://www.fms.treas.gov/c570/>.

Donor must promptly furnish additional security required to protect the United States and persons supplying labor or materials under this Agreement if any surety upon any bond or issuing financial institution for other security furnished under this Agreement becomes unacceptable to the United States.

## **20. ENVIRONMENTAL REPRESENTATIONS**

Donor will represent and warrant to the United States as of the date the donated property is accepted by the United States that, to the best of Donor's knowledge, information and belief:

- Donor has no liability under, has never violated and is presently in compliance with all environmental laws, rules, regulations, and ordinances applicable to the property and any construction activities thereon, and there exist no adverse environmental conditions with respect to the property or any construction activities thereon.
- Donor has neither disposed of solid waste at the property, nor generated, manufactured, refined, transported, stored, handled, disposed, transferred, produced, or processed any

hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property (other than ordinary small quantities of household or office cleaning supplies and office supplies, such as photocopy supplies for office use), and Donor has no knowledge of the release or threat of release of any of these at or in the vicinity of the property.

- No lien has been imposed on the property by any governmental entity in connection with an unsatisfactory environmental condition located on or off the property.
- The donated property contains no asbestos-containing materials. Asbestos-containing materials are defined as any materials with a concentration of 1% or greater by dry weight of asbestos fibers.

Donor further agrees that it will take all response actions necessary to protect human health and the environment that have not been taken as of the date the property is donated to the United States, but are discovered to be required after the date of the donation and are attributable to Donor or its contractors' or agents' actions. In particular, Donor provides assurances that, in accordance with and to the extent required at the location of the property by applicable federal, state and local laws, Donor will timely:

- Assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threatened release of a hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property; and
- To the maximum extent permitted by applicable state law, settle or defend any claim, demand or order made by federal, state or local regulators or third parties in connection with any release or threatened release of a hazardous substance, pollutant or contaminant, hazardous waste or hazardous constituent, or petroleum or petroleum derivative from or on the property, arising out of or relating to the performance of Donor's or Donor's contractors and subcontractors work under this Agreement.

## **21. LIMITATIONS**

Nothing in this Agreement is intended to conflict with current law, regulation, directive, or policy of any Party. If any provision of this Agreement is inconsistent with any such authority, then that provision is deemed to be invalid and subject to modification upon concurrence of the Parties and the remaining terms and conditions of this Agreement will continue in full force and effect. This Agreement is not intended and should not be construed to create any right or benefit, substantive or

procedural, enforceable at law or in equity, by Donor or any third-party against the United States or any of its employees.

The Parties acknowledge that this Agreement is not a commitment to future funding, staffing or other resources. Nothing in this Agreement may be construed or interpreted to obligate any Party to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Agreement obligate any Party to spend funds for any particular purpose, even if funds are available, except to the extent necessary to complete the contemplated donation.

Nothing in this Agreement constitutes or can be construed as a waiver of the sovereign immunity of the United States.

In accepting this donation, Donor acknowledges that CBP and GSA cannot and will not provide any preferential treatment to Donor in the performance of its duties, and that Donor does not expect nor has Donor requested any such preferential treatment in exchange for the donation. Donor does not expect nor has Donor requested any other conditions in exchange for the donation other than what is expressly stated herein.

## **22. LIABILITY AND INDEMNIFICATION**

Donor must not destroy, displace or damage any United States property, except as expressly permitted by this Agreement or the written consent of the GSA Project Team Manager and the CBP Project Manager. Donor, to the maximum extent permitted by applicable state law, is responsible for all damages to persons or property that occur as a result of its activities or the activities of its employees, agents, representatives, contractors, subcontractors, or suppliers arising in any way under this Agreement, whether caused by intentional conduct, recklessness, fault, negligence, or otherwise. Donor is responsible for all materials delivered and work performed until completion and acceptance of the project.

Donor, to the maximum extent permitted by applicable state law and to the extent of available appropriations, hereby agrees to indemnify and hold the United States, acting by and through CBP and GSA, and its employees, officers, representatives, and agents, in both their individual and official capacities, harmless from and against all liabilities, suits, obligations, fines, damages, penalties, claims, judgments, liens, costs, charges, and expenses, including reasonable attorneys' fees and disbursements, that may be imposed upon or incurred by or asserted against the United States by reason of any act arising out of or relating to the performance of the work under this Agreement. In addition, Donor agrees to require in its contracts for any portion of any work performed under this Agreement that the contractors will indemnify and hold the United States, acting by and through CBP and GSA, and its employees, officers, representatives, and agents, in both their individual and official capacities, harmless from and against all liabilities, suits, obligations, fines, damages, penalties, claims, judgments, liens, costs, charges, and expenses, including reasonable attorneys' fees and disbursements, that may be imposed upon or incurred by or asserted against the United States by reason of any acts of any of Donor's contractors or any person or entity claiming by or through Donor's contractors.

### **23. NOTICES**

All notices and other communications arising under this Agreement must be in writing and must be furnished by (i) hand delivery; (ii) United States certified mail, postage prepaid, return receipt requested; or (iii) nationally available overnight next business day courier, charges prepaid, signature of recipient required, in each instance, if to GSA to the GSA Project Team Manager, if to CBP to the CBP Project Manager, and, if to Donor to the Donor Project Manager, at the addresses set forth immediately below. Any Party may change the notice address set forth below by serving five days' prior written notice upon the other Parties. Any such notice will be duly given upon the date it is delivered to the address (or, if delivery is refused, the date when delivery was first attempted) shown below.

CBP:

U.S. Customs and Border Protection  
24000 Avila Road  
Suite 5020  
Laguna Niguel, CA 92677  
Attn: Michael Acosta

with a copy to:

U.S. Customs and Border Protection  
90 K Street, N.E.  
Washington DC 20002  
Attn: Mikhail Pavlov

GSA:

U.S. General Services Administration  
Public Buildings Service (7PTA)  
819 Taylor Street  
Room 12A  
Fort Worth, TX 76102  
Attn: Cecil Scroggins

with a copy to:

U.S. General Services Administration  
Office of Regional Counsel (7L)  
819 Taylor Street  
Room 11A31  
Attn: Regional Counsel

Donor:

Government of the City of Pharr, Texas  
118 South Cage Blvd  
P.O. Box 1729  
Pharr, TX 78577  
Attn: Juan G. Guerra

with a copy to:

Government of the City of Pharr, Texas  
118 South Cage Blvd  
P.O. Box 1729  
Pharr, TX 78577  
Attn: Dr. Ambrosio Hernandez, Mayor

#### **24. EXAMINATION OF RECORDS**

Donor agrees that GSA, CBP and any of their duly authorized representatives will, until the expiration of three years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of Donor involving transactions related to this Agreement or compliance with any clauses thereunder. Donor further agrees to include in all its contracts and subcontracts hereunder a provision to the effect that each contractor and subcontractor agrees that GSA, CBP and any of their authorized representatives will, until the expiration of three years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of such contractor or subcontractor involving transactions related to the contract or subcontract or compliance with any clauses thereunder.

#### **25. UNITED STATES RIGHTS TO DATA AND INDEMNIFICATION**

The United States will have unlimited rights in all plans, drawings and specifications, including the right to use same on any other United States design or construction project. Donor, for a period of three years after the date the United States accepts the donation, agrees to furnish the original or copies of all such plans, drawings and specifications on the request of either GSA or CBP.

Donor, to the maximum extent permitted by applicable state law, agrees to indemnify the United States and its officers, agents, representatives, and employees, in both their individual and official capacities, against liability, including fees and costs, for any claim of infringement of any United States patent, violation of trade secrets, copyrights, or right of privacy or publicity arising out of the use of the plans, drawings or specifications, or any combination of the foregoing, or acceptance of the donation.

#### **26. MODIFICATION**



This Agreement may be modified or amended only by written, mutual agreement of the Parties. Any Party can initiate the amendment process by providing written notice describing the proposed amendment to the other Parties. During the ensuing 30-day period, the Parties will actively coordinate to try to reach a consensus on the proposed amendment.

## **27. CHANGES**

Once the Project Documents have been approved by all Parties, any modification to the project scope of work, including changes to the plans, specifications, drawings, design, or method or manner of performance of work and associated costs, must be reviewed and approved by the Parties before taking effect. The United States will not be responsible for any costs or expenses associated with any scope modification initiated by Donor or costs or expenses associated with unknown or unforeseen site conditions encountered on the property.

## **28. DISPUTE RESOLUTION**

All disputes arising under or relating to this Agreement will be resolved following the procedures set forth in this section and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Parties agree to make good faith efforts to resolve informally disputes that may arise out of or relate to this Agreement, or the breach thereof, that affect the Parties' obligations and responsibilities under this Agreement. In the event that such a dispute arises between Donor and the United States, Donor may file a claim (a "Donor Claim") with GSA or CBP or the United States may file a claim (a "United States Claim") against Donor. A "Claim" is a United States Claim or a Donor Claim. If the dispute cannot be settled through negotiation, the Parties will first try in good faith to settle the dispute by mediation, before resorting to litigation. The United States agrees that GSA and CBP will not issue any final determination regarding any Claim by either Party until and unless such mediation has been concluded or either Party advises the other that a resolution of the dispute by mediation does not appear likely within a reasonable time.

## **29. NONCOMPLIANCE AND DEFAULT**

In the event Donor, after receiving written notice from the GSA Project Team Manager or the CBP Project Manager of non-compliance with any requirement of this Agreement, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, GSA and CBP will have the right to order Donor to stop any or all work or to not accept the donation until Donor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time.

If Donor refuses or fails to prosecute the work or any severable part with the diligence that will ensure its completion within the time specified in this Agreement including any extension, fails to complete the work within this time, fails to complete the work in the manner or to the specifications required by this Agreement, or fails to make required payment to contractors and subcontractors (which includes laborers and suppliers), GSA and CBP will, by written notice, provide Donor a reasonable time to cure performance, which will not be less than 30 days. If Donor does not cure within the reasonable time, Donor will be in default under this Agreement.

In the event of a default by Donor, the United States may pursue any available remedy, including one or a combination of the following: not accepting the donation; seeking reimbursement for costs and expenses the United States incurs as a result of the default, including for completing the work; or requiring Donor to restore any altered federal property to its pre-construction condition. In addition, the United States may make a claim under Donor's or Donor's contractor's payment or performance bonds. Upon default, the United States may take possession of and use any tools, materials, equipment, or appliances on the work site necessary for completing the work. Donor and its sureties will be liable for any damage sustained by the United States resulting from Donor's default under this Agreement, whether or not Donor's right to proceed with the work is terminated.

Donor's right to proceed will not be terminated nor will Donor be charged with damages under this section if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Donor and Donor notifies the GSA Project Team Manager or the CBP Project Manager within 10 days from the beginning of any such delay and the cause for the delay.

### **30. TERMINATION**

Any Party may terminate its participation in this Agreement by providing written notice to the other Parties at least 30 days prior to commencement of construction activities, in which case the United States will be under no obligation to accept the donation, all work on the project will cease and none of the Parties will thereafter have any further rights, obligations or liabilities under this Agreement other than those that expressly survive termination or expiration of this Agreement. In the event Donor has altered United States property prior to termination of the Agreement, Donor agrees, subject to the discretion of the United States, to restore the property to its prior condition or, if more economically feasible, complete the project. In the event Donor has received any Sensitive Information from GSA or CBP pertaining to the proposed donation and the donation is not consummated for any reason, Donor must promptly return all such materials as described in greater detail in section 16, above. This provision survives the expiration or earlier termination of the Agreement.

### **31. SIGNATORIES**

The CBP Commissioner and the GSA Commissioner of Public Buildings, or another agency official with the appropriate delegated authority, must execute this Agreement to be effective. Donor's signatory to this Agreement must have full authority to bind Donor with regard to all matters relating to this Agreement.

### **32. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which will be deemed to be a duplicate original, and which together will constitute one and the same instrument.

### **33. INTEGRATION AND MERGER**

This Agreement sets out all the terms, conditions and agreements of the Parties and supersedes any previous understandings or agreements regarding the donation, whether oral or written. No modification or amendment of this Agreement will be effective unless in writing and signed by all Parties.

#### **34. VALIDITY OF PARTS**

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.

#### **35. NO PUBLIC OFFICIALS TO PARTICIPATE OR BENEFIT**

No member or delegate to the United States Congress, or officers or employees of the United States or the Government of the State of Texas or any municipality thereof, may be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; provided, however, that this provision will not be construed as extending to any person who may be a shareholder or other beneficial owner of any publicly held corporation or other entity, if this Agreement is for the general benefit of such corporation or other entity.

#### **36. EFFECTIVE DATE**

This Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated opposite that Party's signature) will be deemed to be the effective date of this Agreement. This Agreement will remain in effect until it is terminated as provided in sections 29 (Noncompliance and Default) and 30 (Termination), above, or the property is accepted by the United States.

*[Remainder of page intentionally left blank.  
Signature page to follow.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates noted below.

**FOR THE U.S. CUSTOMS AND BORDER PROTECTION**

\_\_\_\_\_  
Kevin K. McAleenan  
Commissioner  
U.S. Customs and Border Protection  
U.S. Department of Homeland Security

Date: \_\_\_\_\_

**FOR THE U.S. GENERAL SERVICES ADMINISTRATION**

\_\_\_\_\_  
Daniel W. Mathews  
Commissioner  
Public Buildings Service  
U.S. General Services Administration

Date: \_\_\_\_\_

**FOR THE CITY OF PHARR**

\_\_\_\_\_  
Juan G. Guerra  
City Manager  
City of Pharr

Date: \_\_\_\_\_

**August 22, 2018**

**FROM:** THOMAS W. FOSS, OFFICE OF INFORMATION AND TECHNOLOGY (OIT), FIELD SUPPORT DIRECTORATE, SPECIAL PROJECTS BRANCH

**TO:** GARRETT WRIGHT, DONATIONS ACCEPTANCE PROGRAM (DAP), BRANCH CHIEF.

**SUBJECT: OIT ROUGH ORDER OF MAGNITUDE (ROM) ESTIMATE FOR FY15 DONATIONS ACCEPTANCE PROGRAM (DAP) PROJECT AT PHARR, TX LPOE**

Below are the OIT ROM estimates for the FY15 DAP Project at the PHARR, TX LPOE. These estimated costs include the voice, data, circuits, cabling and Border Security Deployment Program (BSDP) security camera systems. These estimates were based upon on the reduced requirements for the FY15 Pharr, TX LPOE DAP Project. Included with the estimates are assumptions on the basis of the estimate.

OIT reserves the right to revise these estimates based on additional information received and refined requirements.

**DATA PERSONAL PROPERTY AND INFRASTRUCTURE EQUIPMENT: \$70,000**

This pricing is based upon the network and infrastructure equipment to support 4 desktop computers with monitors. This includes changing the Local Area Network (LAN) to Layer 3. to support the load balancing of two DS-3's circuits (See Data Circuits). It also includes the capability for CBP wireless technology. This pricing does not identify any printers, laptops or tablets. Those requirements will be determined during the design phase of the project.

**VOICE EQUIPMENT: \$6,000**

The voice pricing includes the expansion of the current system to accommodate 4 new phones to support the area.

**DATA CIRCUITS (First year): \$0.00**

No Additional costs for data Security to support the FY15 submission.

**CABLING REQUIREMENTS: \$50,000**

These costs represents the cabling and equipment costs to support the 4 workstations, the LAN Connections from MDF, patch cables and wiring of the Closed Circuit Cameras. This cost estimate includes all equipment and conduit necessary for installation and termination of the cabling. This work is anticipated to be conducted during the construction phase by the City of Pharr designated construction company.

**BORDER SECURITY DEPLOYMENT PROGRAM (BSDP):****\$45,000**

These costs represents the CBP Closed Circuit Television System at the Land Port of Entries. The contractor shall provide the installations of Government Furnished cameras. This includes the following assumptions:

- All 8 outdoor cameras are PTZ
- All 5 indoor cameras are fixed mini-dome
- All power, cabling, and conduit will be provided by others
- This will be an IP based camera system and all cameras will be installed within 330' of a network switch
- CBP connected switches will be furnished and installed by others
- Site has adequate bandwidth to accommodate 13 IP cameras
- 2 additional CCTV monitoring workstations are included
- A lift will be required and is included in the price
- A rack to install the NVR in will be provided by others
- No training required

**Total OIT ROM for Pharr, TX LPOE DAP Project.****\$171,000**

These estimates are subject to change as the project progresses and as requirements are refined and defined.

Let me know if you have any questions on this ROM.



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 8.D.

**DATE SUBMITTED:** August 30, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, authorizing City Manager to amend 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. (Project #1617-01-528-0081B)

**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 amend the 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.

This Amendment is for LEED services required for the referenced project. Scope of Services Summary as follows;

1. LEED consulting Facility Performance
2. USGBC Fees
3. Commissioning Fees
4. Energy and Atmosphere LEED Credits
5. Construction Indoor Environmental Quality Management Plan
6. Construction Waste Management Plan
7. Green Cleaning and Innovation Credit
8. Extra Points Contingency

**Financial Consideration:** Original Contract: \$ 62,000  
Amendment No. 1 \$1,705,800

Amendment No. 2 \$ 132,000

Total Revised Contract Amount \$1,899,800

**Staff Recommendation:** Staff recommends approval of Amendment No. 2 to the contract with Halff Associates, Inc. for additional 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 in the amount of \$132,000 revising the contract amount to \$1,899,800.

**Alternatives:** N/A

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**ROUTING:**

Omar Anzaldua

Created/Initiated - 08/30/2018

Sandra Zamora

Approved - 08/30/2018

Patricia Rigney

Approved - 08/30/2018

Karla Moya

Approved - 08/30/2018

City Management Office

Final Approval - 08/31/2018



**PROJECT AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**AMENDMENT NO. 2**

The Contract between **Halff Associates, Inc.**, and the **City of Pharr** which was executed by the parties on **August 7, 2017** for the design of the **FY16 Donations Acceptance Program (DAP) - Pharr LPOE Cargo Inspection Dock & Cold Inspection Facility Expansion and Agriculture Lab & Training Center Facility**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work for the Design Phase as outlined in Amendment No. 1- Exhibit A
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee as outlined in Amendment No. 1-Exhibit B “Fee Summary”
- C. Modification to Section 4 – Termination –The Time Schedule for the Design Phase is modified as outlined Amendment No. 1-Exhibit C “Project Schedule”

This amendment adds **\$132,000** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 1,767,800.00 to **\$ 1,899,800.00.**

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

**APPROVAL OF AMENDMENT NO. 1**

**Halff Associates, Inc.  
5000 W Military Hwy #100,  
McAllen, TX 78503**

**ENGINEERING FIRM**

By: \_\_\_\_\_

Robert L. Saenz, PE, CFM, PMP  
Vice President  
Halff Associates, Inc.  
(ENGINEER)

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Juan Guerra  
City Manager  
City of Pharr, Texas

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.



August 21, 2018  
AVO 33135.002

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

Attn: Luis A. Bazan  
Bridge Director

**Re: Pharr LPOE Cargo Inspection Dock and Cold Inspection Facility Expansion  
LEED for New Construction**

Dear Mr. Bazan:

Halff Associates, Inc. is pleased to present our proposal for LEED services required for the referenced project. We have identified the scope of services in this proposal and have included the following Scope of Services. Summary as follows;

1. LEED consulting Facility Performance
2. USGBC Fees
3. Commissioning Fees
4. Energy and Atmosphere LEED Credits
5. Construction Indoor Environmental Quality Management Plan
6. Construction Waste Management Plan
7. Green Cleaning and Innovation Credit
8. Extra Points Contingency

The fee for the proposed scope is lump sum fee of \$132,000.00, and will not be exceeded without your prior approval. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly based on a percent of completion. Additional services authorized will be invoiced on an hourly basis based on personnel involved on the project. Direct costs including consultant fees, printing and reproduction, postage, messenger service, long distance telephone calls and travel will be considered reimbursable expenses and are estimated at approximately \$10,000.00.

The fees established are based on information provided by the City of Pharr. The fees do not include scope revisions or additions once the project is underway. Additional work requested by the Owner will require a revision to the scope and budget established in this proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial. Please feel free to contact us if you have any questions or comments concerning this matter. **If this proposal meets your approval, please sign and date in the spaces provided below.**

Respectfully,

Robert L. Saenz, PE CFM PMP  
Vice President

**Approved by:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **Pharr LPOE Cargo Inspection Dock and Cold Inspection Facility Expansion LEED for New Construction Proposal**

### **SCOPE OF SERVICES**

#### **1. LEED ADMINISTRATION SERVICES**

- Design Phase
  - Assist with the development of the LEED Point List and Owner's Project Requirements (OPR) which should address the US GSA's goals for sustainability, energy and water reduction, and building occupant requirements.
  - Assist architect, manage and implement the "Split Review Certification Process" with design and construction LEED phases.
  - Investigate LEED rating system to identify possible areas from which credits can be accumulated toward a desired certification level.
  - Prepare for design phase submission of documentation to USGBC with the support of owner and architect. Lead the design team through the LEED online upload, the submission of the design phase credits to GBCI, and the subsequent GBCI questions or clarification process. This includes reviewing LEED online uploads for completeness and prepare design team for the design phase submission of documentation to GBCI for review.
  - Coordinate response to GBCI's Preliminary Design Review Clarification Request
- Construction Phase
  - Assist design/construction team in development and review of project information and LEED on Line entries for LEED credit compliance.
  - Prepare for final submission of documentation to GBCI with the support of owner and architect. Lead the consultants and general contractor through the LEED online upload, the submission of the construction phase credits to GBCI, and the subsequent GBCI questions or clarification process. This includes reviewing LEED online uploads for completeness and prepare design team for the construction phase submission of documentation to GBCI for review.
  - Coordinate response to GBCI's Preliminary Construction Review Clarification Request.
- Coordinate final LEED Certification Award and/or GSA documentation.  
Provide recommendations to accept or appeal Final Certification Award according to the total number of credits approved.

## 2. USGBC FEES

**USGBC FEES:** Estimated fees that must be paid to USGBC for LEED projects. The Halff team is a member of the USGBC and will pass through to the client the membership discounts if the client can commit to paying these fees "upon receipt" of these USGBC fee invoices.

**Please note:** The Halff team does not control USGBC fee schedule and fees can be changed at any time. The estimates below are based on the current advertised fees on the USGBC website. *Square footage used for fee estimates are:*

**75,000 Square Feet** = Pharr LPOE Expansion

## 3. COMMISSIONING FEES

### Commissioning

#### 1. Scope of Services and Proposed Fee

LEED® for New Construction Design & Construction requires the following systems to be commissioned and the following systems are included in this proposal fee: HVAC, HVAC Controls, Domestic Hot Water and Lighting Controls.

#### 2. Commissioning Scope and Fee Description

This section provides a detailed description of the fundamental and enhanced commissioning tasks for information purposes only.

These services are shown by LEED requirement and Project Phase which conforms to LEED requirements; along with ASHRAE Standard 202, *The Commissioning Process for Buildings and Systems*, and our experienced methodology in performing commissioning.

#### Phase I – Schematic and Design Phases: LEED Commissioned Systems

Two meetings during the design phase are included.

**1. Owner's Project Requirements (OPR) and Basis of Design (BOD):** The Halff team will assist in the development of and review the OPR and BOD documentation for commissioned systems and building envelope. We can also use our experience to assist in these documents creation. The OPR should address the owner's goals for sustainability, energy and water reduction, and building occupant requirements. The BOD answers the OPR. *This is a Fundamental Commissioning requirement.*

**2. Design Review:** Performing design reviews of commissioned systems and building envelope concepts and construction documents for conformance to owner's project requirements at completion of design development and back checking during the construction document phase. Our review is intended to assist the project team during the document verification process towards the project's RFI reduction goal. *This is an Fundamental Commissioning requirement.*

**3. Commissioning Specifications:** Assist in the development and integration of LEED and commissioning requirements into the project manual / specifications explaining the responsibilities of the project team and general contractor in the commissioning process. *This is a Fundamental Commissioning requirement.*

**4. Commissioning Plans:** Develop commissioning plans which describe each step of the project's commissioning process. *This is a Fundamental Commissioning requirement.*

## **Phase II– Construction Administration Phase: Major Commissioning Activities**

**1. Submittal Review:** The Commissioning Provider (CxP) reviews the approved commissioned systems submittals provided by the General Contractor or client versus the OPR and project documentation for compliance. Pre-functional checklists are developed with data from the submittals which are used for the field inspections. Electronic format is preferred for insertion into the Systems Manual. *This is an Enhanced Commissioning requirement.*

**2. Verification of Construction and Installation:** In preparation for functional testing, CxP provides technical and compliance feedback to the construction team regarding commissioned systems and implementation of the Air Quality Plan during Construction. *This is a Fundamental Commissioning requirement.*

**3. Verification of Start Up and Initial Checkout:** The Halff team will witness and assist in the contractor's systems start-up according to the OPR and manufacturer's requirements. General Contractor must provide the Commissioning Provider with copies of the sub-contractors' *completed* pre-functional checklists after start-up. *This is a Fundamental Commissioning requirement.*

**4. Performance and Verification of HVAC System Test Adjust Balance process and report.** The CxP provides the project team valuable experience for the TAB process verification and discrepancy resolution. The Halff team has Commissioning Providers and technicians that are both NEBB and AABC TAB certified.

**5. Functional and Performance Testing (FPT) of Commissioned Systems:**

The Commissioning Provider must witness the functional performance testing conducted by the commissioned systems subcontractors. Functional testing of the HVAC and controls, and lighting controls are especially important to ensure the systems are working according to their design and the client's requirements. General Contractor must provide the Commissioning Provider with copies of the sub-contractors completed functional checklists after FPT is complete. *This is a Fundamental Commissioning requirement.*

**6. Systems Manuals:** Design and construction documentation, plus testing, and operations documentation are all integrated into one CD package to facilitate building operation after owner occupation. The System Manual is delivered in a CD format that can be easily replicated and distributed throughout the client's organization. *This is an Enhanced Commissioning requirement.*

**7. Verification of training coordination by General Contractor:** Training activities are documented and included in the Systems Manuals. General Contractor must provide the Commissioning Provider a copy of the final training agenda(s) and attendance sign in sheets. Video-taping of the training is not included however a separate quote for video-taping can be provided upon request. *This is an Enhanced Commissioning requirement.*

**8. Commissioning Report:** Ongoing development of commissioning plan, process and verification of systems are documented and produced in the final Commissioning Report. In the enhanced commissioning process, the Commissioning Report is a subsection of the overall Systems Manual. This is delivered in a CD format that can be easily replicated and distributed throughout the client's organization. *This is a Fundamental Commissioning requirement.*

**9. Current Facility Requirements and Operation and Maintenance Plan:** Develop the plans and documentation for the requirements and operation of the building by the operations and maintenance staff. *This is a Fundamental Commissioning requirement*

**Phase III – Operation Phase – LEED Commissioned Systems**

**1. Near Warranty End or Post Occupancy Review:** Within 10 months of substantial completion prior to the warranty end a walk through of the building with the facilities manager to review the commissioned systems' performance. It is the responsibility of the owner to schedule at least two weeks in advance of the desired date for the review. *This is an Enhanced Commissioning requirement.*



## **Phase IV: Monitoring Based Commissioning**

LEED, Energy & Atmosphere, Enhanced Commissioning Credit Path 2: Develop plans for: implementation of permanent energy metering systems for the facility; real time energy monitoring and analysis for operating staff; and ongoing commissioning procedures and documentation. Plan must cover at least one year and include a plan for corrective action.

### **Service Description:**

Develop Plan for the new construction building to describe the metering, analysis and documentation process consistent with the OPR, BOD and energy and water use baselines. Mechanical, electrical and plumbing design work is not included; rather this plan supports the design effort and communicates the monitoring and operations process for the LEED purposes. The Halff team's fee covers plan development, uploading plan to LEED On Line, and project team support during the LEED review/ clarification process. Building Owner is responsible for the execution and implementation.

## **4. ENERGY & ATMOSPHERE LEED CREDITS**

### **Energy & Atmosphere (EA) Credit**

The Energy & Atmosphere (EA), Credit is contingent on Enhanced and Monitoring based Commissioning.

## **5. CONSTRUCTION INDOOR ENVIRONMENTAL QUALITY MANAGEMENT PLAN**

### **Construction IAQ Management Plan- During Construction**

LEED, Indoor Environmental Quality (IEQ), Credit: Construction Indoor Air Quality (IAQ) Management Plan- During Construction. Develop Plan or Specification used in Project Manual to provide required guidelines to General Contractor on proper execution of LEED-EQc. *This is a Schematic Design Phase Activity.*

### **Service Description:**

Develop One (1) Construction IAQ Management Plan- during Construction to assist the general contractor document compliance with the credit requirements. Provide construction IAQ management plan in specification format for the project manual. Plans developed by the Halff team have been used and approved on numerous LEED Projects.

## **6. CONSTRUCTION WASTE MANAGEMENT PLAN**

### **Construction Waste Management Plan**

LEED, Materials & Resources (MR), Credit: Construction Waste Management Plan.  
Develop Plan to be executed by the General Contractor to document MRc Construction Waste Management. *This is a Construction Administration Phase Activity.*

#### Service Description:

Develop Construction Waste Management Plan intended to comply with LEED, MRc. Plans developed by the Halff team have been used and approved on numerous LEED Projects; and have been used by facility managers as written instructions to general contractor, subcontractors and third-party service providers.

## **7. GREEN CLEANING INNOVATION CREDIT**

### **Green Cleaning Innovation Credit**

The LEED program includes the provision for new and innovative points to enhance the sustainable building process. One such credit often used is green cleaning. The proposal includes the development of a Green Cleaning Plan for the project building. The plan includes cleaning and janitorial processes and materials selection. The plan proposed has been successfully used on many LEED projects.

## **8. EXTRA POINTS CONTINGENCY**



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 8.E.

**DATE SUBMITTED:** August 29, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Elva Guajardo, Administrative Assistant

**DEPARTMENT:** Parks

**DIRECTOR:** Sergio Alanis

**Agenda Item:** Consideration and action, if any, authorizing City Manager to accept the proposal from Alvarado Architects & Associates, Inc. for design services (architectural and structural) for City of Pharr Monumental Sign. (Project #1718-01-522-IPQ042-001)

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** The City of Pharr wishes to enter into a professional services contract with Alvarado Architects & Associates, Inc. for design services for a monument sign to be located on Frontage 83 and Petunia Avenue adjacent to Top Golf Entertainment. The scope of the project will include the design of a new monumental sign approximately 15 feet tall by 20 feet wide to be constructed of masonry for a service fee of \$6,000.

**Financial Consideration:** \$6,000.

**Staff Recommendation:** City Commission approval.

**Alternatives:** N/A

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### ROUTING:

Elva Guajardo  
Sergio Alanis  
Omar Anzaldua  
Karla Moya  
Sandra Zamora

Created/Initiated - 08/29/2018  
Approved - 08/29/2018  
Approved - 08/29/2018  
Approved - 08/30/2018  
Approved - 08/31/2018

City Management Office

Final Approval - 08/31/2018

August 20, 2018

**Mr. Juan G. Guerra, CPA, MBA**

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

**RE: Fee Proposal Letter for City of Pharr – New City of Pharr Monumental Sign**

Dear Mr. Guerra,

Alvarado Architects & Associates, Inc. is pleased to submit our fee proposal to the City of Pharr – for the New City of Pharr Monumental Sign to be located on the frontage road of International Highway 2 in Pharr, Texas.

**BASIC SERVICES FOR SCOPE OF WORK:**

Alvarado Architects & Associates, Inc. will provide full architectural and structural basic services for the new City of Pharr Monumental Sign. The Scope will include the design of a new monumental sign approximately 15 feet tall by 20 feet wide constructed of masonry.

**COMPENSATION**

Alvarado Architects & Associates, Inc. will provide full Architectural and Structural basic services described above for a lump sum fee of \$6,000.00 (Six Thousand Dollars and no cents). Compensation for each phase shall be as follows:

|                                   |     |
|-----------------------------------|-----|
| Schematic Design Phase            | 15% |
| Design Development Phase          | 20% |
| Construction Documents Phase      | 40% |
| Bidding / Negotiations Phase      | 5%  |
| Construction Administration Phase | 20% |

Included in the fee above would be the following consultants:

- a) Architectural
- b) Structural Engineering

Not included as part of this proposal is Surveying, Landscaping, Mechanical, Electrical, Plumbing, Geo Technical / Material Testing services, TDLR / RAS State Reviews and/or Inspection fees, Construction fees, Permit Fees, windstorm requirements, additional insurances, reproduction costs, postage, delivery, photos, binders, exhibit boards, and any other miscellaneous requests made by the Owner or governing entity.

No other costs or reimbursable expenses will be attached to the project without the written consent and approval by the Owner.

Again, Alvarado Architects & Associates, Inc. appreciates the opportunity in allowing us to submit our fee proposal. We look forward to another successful project with the City of Pharr. Should you have any questions, please do not hesitate to contact us at 956-464-8258.

Sincerely,  
**Alvarado Architects & Associates, Inc.**



Erasmo Eli Alvarado III  
Vice President

Accepted by:

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Mr. Juan G. Guerra, CPA, MBA  
City of Pharr – City Manager

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Date



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 8.F.

**DATE SUBMITTED:** August 29, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Jose Luengo, Police Chief

**DEPARTMENT:** Police

**DIRECTOR:** Jose Luengo

**Agenda Item:** Consideration and action, if any, on Policing Agreement between the City of Pharr and P-SJ-A Independent School District for the "School Resource Officer Program" 2018-2019.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Who: Pharr Police Department and PSJA School District

What: Renewal of 2018-2019 School Year School Resource Officer agreement

Where: Pharr, TX

When: September 4, 2018

Why: Agreement will assist in providing a safer school and reduction and prevention of crime committed by juveniles.

**Financial Consideration:** The school district will reimburse the City of Pharr for the police officer's salary at a rate of but not less than \$ 43, 382.24 for each officer per year until the end of the school year on may 24, 2019. This amount shall be earned on a per day basis, at the rate of \$ 246.49 per day, not to exceed 176 instructional school days.

**Staff Recommendation:** Not approve the additional five (5) due to lack of resources such manpower.

**Alternatives:** Alternative is to not approve agreement.

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**ROUTING:**

Jose Luengo  
Patricia Rigney  
Karla Moya  
City Management Office

Created/Initiated - 08/29/2018  
Denied -



**Policing Agreement Between  
Pharr-San Juan-Alamo Independent School District and City of Pharr**

WHEREAS, the Pharr-San Juan-Alamo Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have worked in the past in providing a suitable environment in PSJA school and other venues;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr, desire that the City of Pharr provide policing in PSJA schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Pharr-San Juan-Alamo (District) Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified police officers, it is hereby agreed that the City will station one (1) full time certified police officer at the Pharr-San Juan-Alamo North High School Campus, one (1) full time certified police officer at the Pharr-San Juan-Alamo Southwest High School Campus, one (1) full time certified police officer at the Pharr-San Juan-Alamo Buell Central High School Campus, one(1) fulltime certified police officer at Pharr- San Juan- Alamo Elvis Ballew High School and four (4) full time certified police officers to patrol feeder patterns to Jaime Escalante Middle School, Kennedy Middle School, Liberty Middle School, and Lyndon B. Johnson Middle School; along with the Pharr Elementary Schools.

The salary for said police officers is to be reimbursed to Pharr by the District as set forth herein below.

**A. RESPONSIBILITIES OF THE CITY OF PHARR AND OFFICERS**

1. The City shall ensure that the police officers' conduct in a professional and courteous manner at all times;
2. The City shall ensure that the police officer's assigned to District campuses set herein shall abide by the laws of the State of Texas and the ordinance of the City of Pharr, Texas;
3. The officers will not be required to perform any ministerial, administrative, or other duties for District or other school officials.
4. In consultation with the principal or designee, the officers shall act and conduct activities pursuant to the four major responsibilities of School Resource Officers (SRO's):

**Deterrence:** Through an active presence and positive relationship between school staff, students, parents, and community members, the SRO deters school disruption and violence and promotes improved community and police relations.

**Instruction:** The SRO will teach law enforcement related topics at the request of the school administration. The SRO may teach the following on a regular basis. The list is not intended to be all inclusive list of subjects covered by the SRO.

- a. Justification of rules of the law
- b. Consequences of Crime
- c. Juvenile and Adult criminal justice systems
- d. Career opportunities in law enforcement
- e. Substance abuse prevention
- f. Violence and crime prevention

**Advice/Mentoring:** The SRO serves as an advisor about legal matters and as a resource on community service agencies to students, staff, parents, and community members and as a mentor to students.

**Law Enforcement:** The SRO shall enforce all federal and state laws in coordination with school administrators while protecting the safety of people and property.

5. The City will ensure that a uniformed police officer will be on each campus (1) at PSJA North H.S., (1) at the PSJA Southwest H.S., (1) at the PSJA Buell Central High School, (1)PSJA Elvis Ballew and (4) patrolling the feeder patterns to Jaime Escalante Middle School, Kennedy Middle School, Liberty Middle School, and Lyndon B. Johnson Middle School; along with the Pharr Elementary Schools.
6. The Police Department agrees and understands the police officers will perform all SRO duties and responsibilities in coordination and consultation with the principal or designee.
7. The police officer shall report to the Police Department Shift Supervisor and receive all orders from him/her. Any such orders in contradiction to the District Safety Director or appropriate campus principal shall be conservatively followed in a manner that can easily be reconciled later as provided herein in "Resolution of Disputes".
8. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a timesheet signed by the principal, chief of police, and police officer is submitted; and
9. The police officer will perform any other police duties which the City and District mutually deem necessary to effectuate a safe school environment.



10. The Police Department agrees to accept the goals, objectives, role, and responsibilities of police officers as described and specified in the **School Resource Officer Program Guide** as reviewed and approved by the Police Department.
11. The Police Department agrees to select the participating police officers in accordance to the SRO qualifications specified by the School District.

**B. RESPONSIBILITIES OF THE PHARR-SAN JUAN-ALAMO ISD:**

1. The District will reimburse the City for the police officer's salary at a rate of but not less than \$43,382.24 for each officer per year until the end of the school year on May 24, 2019. This amount shall be earned on a per day basis, at the rate of \$ 246.49 per day, not to exceed 176 instructional (school) days (for the total of \$347,057.92). The normal work day will consist of eight (8.25) hours that will be determined by both Police Administrators and respective campus principals as per the needs of the individual campuses set out herein;
2. Reimbursement will be paid on the monthly basis to the City, provided that, a timesheet signed by the principal, chief of police and officer is submitted;
3. The District will provide each City police officer with an office space where each is to be stationed.
4. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said City police officers;
5. The District agrees and understands that the police officers will at all times be under the direction and control of the Police Department.
6. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus and a timesheet signed by the principal, chief of police, and police officer is submitted.
7. The District agrees to set the scope and duty of the police officers within the parameters of the School Resource Officer Program as described and specified in the District's School Resource Officer Program Guide that is reviewed, revised, and approved by the School District and Police Department.
8. In consultation with the Police Department, the District agrees to assign selected police officers to schools according to the police officer's strength and school needs.
9. Taxes and Penalties: The District has no obligation to pay or withhold any income tax, FICA or FUTA on behalf of the City. The City will not take any action in- consistent with this position.

### **C. ADDITIONAL DUTIES**

Any additional duties required of the police officers shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the police officers after the normal business day.

### **D. RESOLUTIONS OF DISPUTES**

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matters associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee, will address the issues as soon as possible. Such resolution should be approved by the City Manager and Superintendent of Schools. If the resolution involves city ordinance, city council policy or directives, school board directives, the resolution shall be submitted to the District's Board of Trustees and the City Council for approval.

### **E. TERMINATION OF CONTRACT**

This contract will commence on August 27, 2018 and terminate on May 24, 2019 or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or for no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

### **F. RENEWAL OF CONTRACT**

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

### **G. MODIFICATION OF CONTRACT**

This document constitutes the entire agreement between the City of Pharr, Texas and Pharr-San Juan-Alamo Independent School District and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

### **H. DEFAULT**

If either party should default (the "Defaulting Party") with respect to and of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party

(the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damage and/or specific performance for such default. A subsequent determination by the court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement. This section of the contract is limited to what is permitted by law.

SIGNED on this the: \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Ronaldo "Ronnie" Cantu  
President, PSJA Board of Trustees

\_\_\_\_\_  
Ambrosio "Amos" Hernandez  
Mayor, City of Pharr, Texas



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:** 8.G.

**DATE SUBMITTED:** August 29, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Jose Luengo, Police Chief

**DEPARTMENT:** Police

**DIRECTOR:** Jose Luengo

**Agenda Item:** Consideration and action, if any, on K9 Policing Agreement between City of Pharr and P-SJ-A Independent School District for K9 services for 2018-2019.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Who: Pharr police Department and PSJA ISD

What: Renew K-9 policing agreement

Where: Pharr, TX

When: September 4, 2018

Why: Agreement will provide a safer school.

**Financial Consideration:** the district will reimburse the City of Pharr for the K9 Team salary at a rate of no less than \$ 50.00 an hour for each hour the K9 team is used.

**Staff Recommendation:** I recommend approval

**Alternatives:** The alternative is to not approve agreement

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### ROUTING:

Jose Luengo

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 08/29/2018

Approved - 08/30/2018

Approved - 08/30/2018

Final Approval - 08/31/2018



## K9 Policing Agreement Between Pharr-San Juan-Alamo Independent School District and City of Pharr

WHEREAS, the Pharr-San Juan-Alamo Independent School District desires to maintain safe and comfortable working and learning environment for its staff and students;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have worked in the past in providing a suitable environment in PSJA schools and other venues;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr have common interest in providing for a positive way of life without interference from third parties;

WHEREAS, the Pharr-San Juan-Alamo Independent School District and the City of Pharr, desire that the City of Pharr provide policing in PSJA schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and the Pharr-San Juan-Alamo Independent School District.

Pursuant to Section 21.483 of the Texas Education Code, which authorized the School District to employ or commission certified police officers who are K9 handlers and certified narcotic sniffing dogs. It is hereby agreed that the City will have two (2) full time certified police K9 officers and narcotic sniffing dogs on standby for the Pharr-San Juan-Alamo Independent School District High Schools and Middle Schools.

The salary for said officers is to be reimbursed to Pharr by the District as set forth herein below.

### **A. RESPONSIBILITIES OF THE CITY OF PHARR AND POLICE OFFICERS**

1. The City shall ensure that the police officers conduct themselves in a professional and courteous manner at all times.
2. The city shall ensure that the K9 Teams called out to District Campuses set out herein shall abide by the laws of the State of Texas.
3. The K9 Teams will not be required to perform any ministerial, administrative, or other duties for District or other school officials.
4. The K9 Teams will not perform the duties of any District security guards and will not enforce any school rules or policies which are not criminal in nature.

5. The K9 Teams when called out shall report to the campus requesting their services and report to a school administrator for assignments to be completed.
6. The K9 Teams will conduct the searches required and inform school administrator of any narcotic alerts.
7. If a narcotic alert is made, school personnel will have the option to handle said case administratively or refer it to the police agency that has jurisdiction over the school for a criminal case.
8. If a criminal case is derived on a campus located in the City of San Juan or the City of Alamo, Pharr Police K9 Teams will not conduct criminal investigations in these two cities. The respective police agency will have jurisdiction.
9. If a criminal case is derived on a campus located in the City of Pharr, the Pharr Police Department will handle the criminal case.
10. The K9 Teams will not conduct searches of persons to include students, parents, teachers, and administrators. Searches will only be done on parking lots, vehicles, empty rooms, lockers and articles.

#### **B. RESPONSIBILITIES OF THE PHARR-SAN JUAN-ALAMO I.S.D.**

1. The District will reimburse the City for the K9 Team's salary at a rate of no less than \$50.00 an hour for each hour that the K9 Team is used. This agreement will cover the school year until the end of the school year on May 24, 2019. This amount shall be earned on an hourly basis, not to exceed 168 instructional (school) days. The normal workday will consist of eight (8) hours that will be determined by both police administrators and respective campus principals as per the needs of individual campuses set out herein:
2. Reimbursement will be paid on the monthly basis to the City, provided that, a time sheet signed by the principal, chief of police and police officer is submitted.
3. The District will ensure that its employees at the campuses referred to above will not interfere with the duties of said K9 Teams.
4. The district will provide space for the K9 Teams so the K9 Officer can groom and care for the narcotic dog while the animal is resting during searches. Said room will be used to keep the narcotic dog away from persons to ensure the safety of the animal and people.
5. The District agrees and understands that the K9 Teams will at all times be under the direction and control of the City of Pharr Police Department, and that District employees will not supervise said officers, and
6. Notwithstanding the aforementioned and in no event will the expense of cost to the District exceed \$18,600.00. Upon the District expending \$18,600.00 as dictated by this contract, the



District's Board of Trustees must be notified of such fact and they must approve monies to be paid to the City of Pharr beyond \$18, 600.00.

7. Taxes and Penalties: The District has no obligation to pay or withhold any income tax, FICA or FUTA on behalf of the City. The City will not take any action inconsistent with this position.

### **C. ADDITIONAL DUTIES**

Any additional duties required of the Police K9 Teams shall be approved by the Superintendent or designee and the Police Chief of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the Police Officers after the normal business day.

### **D. RESOLUTIONS OF DISPUTES**

Should any disputes arise regarding the duties or responsibilities of the City or the District or any other matter associated with this agreement, the Police Chief of the City of Pharr or his designee and the Superintendent of Schools for the District or his designee will address the issues as soon as possible. Such resolution should be approved by the District's Board of Trustees and City's Board of Commissioners.

### **E. TERMINATION OF CONTRACT**

This contract will commence on August 27, 2018 and terminate on May 24, 2019, or the last class day for the term, whichever is earlier. Also any party to this agreement can terminate this agreement for any reason or no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

### **F. RENEWAL OF CONTRACT**

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and the District's Board of Trustees.

### **G. MODIFICATION OF AGREEMENT**

This document constitutes the entire agreement between the City of Pharr, Texas and Pharr-San Juan-Alamo Independent School District and maybe modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

#### **H. DEFAULT**

If either party should default (the "Defaulting Party") with respect to any of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement.

SIGNED on this the \_\_\_\_\_ of day of \_\_\_\_\_ 2018.

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Ronnie Cantu  
President, PSJA Board of Trustees

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Ambrosio "Amos" Hernandez  
Mayor, City of Pharr, Texas



## **AGENDA MEMORANDUM**



**BOARD:** City Commission

**AGENDA ITEM #:** 8.H.

**DATE SUBMITTED:** August 30, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Patricia Rigney, City Attorney

**DEPARTMENT:** Legal

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Access Easement and Release Agreement with Idea Public Schools & Boys and Girls Club of Pharr.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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**ROUTING:**

Patricia Rigney  
City Management Office

Created/Initiated - 08/30/2018  
Final Approval - 08/31/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:**

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** 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.

**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 - 08/28/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:**

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** 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.

**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 - 08/28/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:**

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** 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.

**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 - 08/28/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:**

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** 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.

**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 - 08/28/2018



## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:**

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** 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.

**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 - 08/28/2018





## AGENDA MEMORANDUM



**BOARD:** City Commission

**AGENDA ITEM #:**

**DATE SUBMITTED:** August 28, 2018

**MEETING DATE:** September 4, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** 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.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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**ROUTING:**

Hilda Pedraza

Created/Initiated - 08/28/2018