



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, OCTOBER 15, 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 Disability Employment Awareness Month. (PEDC II)
- B) Proclamation proclaiming Manufacturing Month. (PEDC II)

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.*

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 Events of Interest.

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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 October 1, 2018 Regular Called Meeting and October 8, 2018 Special Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Resolution authorizing the Pharr Fire Department to apply for a Federal Emergency Management Agency- Assistance to Firefighters Grant for public safety radios. (FIRE)

C) Consideration and action on request from St. Anne Mother of Mary Catholic Church to close the 400 Block of Fir Street, 700 Block of East Juarez, and 400 Block of North Gumwood Street for their Annual Jamaica on Saturday, November 3, 2018 from 4:00 p.m. to 10:00 p.m. (ADMINISTRATION)

D) Consideration and action on request from Rick Quick Stop to close the 400 block of West State Avenue from 3:00 p.m. to 6:00 p.m. for their Annual Customer Appreciation Day. (ADMINISTRATION)

E) Consideration and action on request from ARISE Las Milpas for police and fire assistance during their March to the Polls walk on Tuesday, November 6, 2018 from 9:30 a.m. to 11:20 a.m. (ADMINISTRATION)

F) Consideration and action on request from FIRST RGV for sponsorship in the amount of \$3,000 for their robotics competitions 2018-2019 season. (ADMINISTRATION)

G) Consideration and action authorizing City Manager to advertise for bids for the Single Machine Repaving Project Year 4. (ENGINEERING)

H) Consideration and action ratifying an emergency purchase of 5,280 linear feet of pump 12-inch discharge hose and accessories related to the June 2018 flood event. (Project #1718-01-530-P019-001) (ENGINEERING)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-55 relating to the number of authorized civil service positions within the Fire and Police Department. **(2nd Reading)** (HR)

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B) Consideration and action if any, on Ordinance creating an annual registration and inspection process for multi-family dwellings. **(2nd Reading)** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-28 (Public Comments). **(1st Reading)** (ADMINISTRATION)

7. ADMINISTRATIVE:

A) Consideration and action, if any, appointing Interim City Manager. (ADMINISTRATION)

B) Consideration and action, if any, on permission to advertise for the position of City Manager. (ADMINISTRATION)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to award a Service Contract for Sludge Management Services to Denali Water Solutions. (Project #1718-60-582-S026-197) (PUBLIC UTILITIES)

B) Consideration and action, if any, on addendum agreement with Healthiest You to provide behavioral health services to employees via Teladoc Inc. (HR)

C) Consideration and action, if any, authorizing City Manager to amend the contract with The Warren Group, Inc. for Professional Architectural Services for the South Pharr Development and Research Center Project. (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with The Warren Group Architects, Inc. for Professional Architectural Services for the Design and Construction Phase of the Northside Aquatic Facility. (Project #1819-39-510-S003-001) (ENGINEERING)

9. LEGAL:

A) Consultation and possible action on City Manager Employment Agreement. (LEGAL)

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:*

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

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

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

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

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

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

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

12. ADJOURNMENT:

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NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 12th day of October 2018 at 3:45 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 12th day of October 2018.



Hilda Pedraza

HILDA PEDRAZA, TRMC, CMC
CITY CLERK

I hereby 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: _____

Proclamation



WHEREAS, the City of Pharr and the Pharr Economic Development Corporation joins the nation in recognizing October as “National Disability Employment Awareness Month”, a month focused on increasing the public’s awareness of the contributions and skills of American workers with disabilities; and

WHEREAS, the City of Pharr acknowledges the efforts made to enhance opportunity and equal employment for individuals with disabilities; and

WHEREAS, our community is dedicated to ensuring that all residents with disabilities have access to greater opportunities and independence through advocacy, support, education, and technological advancements; and

WHEREAS, we recognize the need for equal employment opportunities, we must also commit ourselves to build a community free of unnecessary barriers, stereotypes, and discrimination; and

WHEREAS, local agencies continue to work with community leaders, service providers, employers, and citizens with disabilities and their families to expand employment opportunities; and

WHEREAS, during this month we rededicate ourselves to fostering an inclusive and diverse work culture that welcomes the skills and talents of all qualified employees, especially individuals with disabilities; and

WHEREAS, we call on all our citizens to celebrate the contributions of individuals to our workplaces and community, and to promote the employment of individuals with disabilities to create a better and more inclusive workforce; and

WHEREAS, I urge employers, as they seek to fill positions, to embrace our community’s diversity by considering the talents of all workers, including workers with disabilities.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim October 2018 as:

“Disability Employment Awareness Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 1st day of October 2018.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, for generations, manufacturing has played a critical role in Texas' diverse economy. Texas is home to approximately 17,500 manufacturing firms, 80 of which are located in Hidalgo County; and

WHEREAS, manufacturing in Texas constitutes 14% of the total output in the state, totaling approximately \$226 billion in 2016; and

WHEREAS, manufacturers in Texas employ 6.9% of the workforce, an estimated 875,000 manufacturing employees, including 7,200 in Hidalgo County, 427 in Pharr, augmented by 52,800 in Hidalgo County and 1,800 in Pharr working in Transportation & Warehousing; and

WHEREAS, manufacturing in Reynosa, Mexico provides for over \$23 billion dollars of goods crossed through the Pharr International Bridge, comprising 76% of the value of total trade; and

WHEREAS, manufacturing jobs enable Texas families to realize their dreams of owning a home, sending a child to college, and enjoying a secure retirement and manufacturers pay millions of dollars annually, supporting schools, law enforcement, and other essential services; and

WHEREAS, National Manufacturing Day is held annually on the first Friday in October and the month of October is annually celebrated as National Manufacturing Month; and residents are encouraged to support the work of manufacturing companies by purchasing products manufactured in Hidalgo County and in the United States of America; and

WHEREAS, the City of Pharr, Texas and the Pharr Economic Development Corporation, in coordination with the Pharr-San Juan-Alamo Independent School District, South Texas Manufacturers Association and South Texas College, will be hosting a Manufacturing Day Celebration on Wednesday, October 3, 2018 at the Pharr Development and Research Center from 9:00 a.m. to 10:00 a.m.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim October 5th 2018 as:

“Manufacturing Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 1st day of October, 2018.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: October 3, 2018

MEETING DATE: October 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PUBLIC COMMENTS

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 10/03/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: October 2, 2018

MEETING DATE: October 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 10/02/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: October 11, 2018

MEETING DATE: October 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of minutes for October 1, 2018 Regular Called Meeting and October 8, 2018 Special Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 10/11/2018
Final Approval - 10/12/2018

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, OCTOBER 1, 2018
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, October 1, 2018 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Deputy City Manager
Imelda Barrera, Asst. City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Ctr. Director
Karla Moya, Finance Director
Yesenia Ennis, HR
Marissa Hernandez, Municipal Court Judge
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Ricardo Pedraza, Public Works Director
Jose Villescascas, Public Utilities Director
Roel Garza, Parks & Rec. Director
Raul Garza, CDBG Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Sandra Zamora, Purchasing Dir.
Victor Perez, PEDC Dir.
Kenneth Ennis, Communications

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

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B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING FIRE PREVENTION WEEK (FIRE)

Mayor Hernandez read proclamation proclaiming the week of October 7 to 13, 2018 as Fire Prevention Week and presented proclamation to Leonardo Perez, Fire Chief, and Jacob Salinas, Fire Marshal.

Leonardo Perez, Fire Chief, thanked the Commission for the proclamation and stated the 2018 Fire Prevention Week theme was Look, Listen, and Learn. Jacob Salinas, Fire Marshal, invited everyone to attend the Fire Fest on Saturday, October 13, 2018 6:00 p.m. to 11:00 p.m.

B) PROCLAMATION PROCLAIMING RED RIBBON WEEK (ADMINISTRATION)

Jose Luengo, Fire Chief, stated the Red Ribbon Initiative was to promote and encourage a drug-free lifestyle and involvement in drug prevention efforts. He further stated the City of Pharr in conjunction with PSJA ISD and the cities of San Juan and Alamo would be hosting the Red Ribbon Parade on Saturday, October 27, 2018 and invited everyone to attend.

Mayor Hernandez read proclamation proclaiming the week of October 23 to 31, 2018 as Red Ribbon Week and presented proclamation to Jose Luengo, Fire Chief, and Officers Max Longoria and Jacqueline Arellano.

C) PROCLAMATION PROCLAIMING NATIONAL CYBER SECURITY AWARENESS MONTH (IT)

Jose Pena, IT Director, thanked them for allowing them to develop the STOP, THINK, CONNECT campaign and stated cyber security trainings would be hosted in conjunction with UTRGV to bring public awareness and learn about cybersecurity to put that knowledge into practice in their homes, schools, workplaces, and businesses.

Mayor Hernandez read proclamation proclaiming the month of October 2018 as National Cyber Security Awareness month and presented proclamation to Jose Pena, Jason Fernandez, and Alex Velasquez.

ITEM 3. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

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Mayor Hernandez asked Leonardo Perez, Fire Chief, if the Boys and Girls Club was in compliance with fire protection system services. Chief Perez stated they have been communicating with their leadership but they were not in compliance.

Mayor Hernandez called upon Noe Hinojosa, CEO and President of Estrada Hinojosa & Company. Mr. Hinojosa gave a presentation on agenda item 6.C and went over projected financing rates and the benefits of NAFTA as it relates to the Pharr Bridge. He stated the City received a rate increase to a AA- from S&P and thanked Finance Department for their hard work.

Mayor Hernandez called upon Xavier Salinas, Hidalgo ISD Superintendent. Mr. Salinas announced that J.C. Kelley Elementary School received the 2018 Blue Ribbon Award from the U.S. Department of Education for their commitment to mastery learning, purposeful engagement, and a growth mindset for all. He presented a certificate to the Commission as a token of appreciation for their support to both schools, J.C. Kelly Elementary and Hidalgo Park Elementary and stated they were proud to be part of the community. Lastly, Mr. Salinas spoke about the Boys & Girls Club in Las Milpas and asked the Commission to work together with them. He stated the students from all schools in Las Milpas should be given first priority when the gym re-opens.

Kenneth C. Fletcher voiced his concern with fire lanes at Costco and stated fire code 503.3 prohibits tow away zones.

Antonio Ortiz was not present.

Pedro Garcia, Pharr Community Theater Artistic Director and CEO, stated they have been in existence for more than 10 years and spoke about their productions and plays. He further extended an invitation to the public to attend their plays.

Esmeralda Navarro voiced her concerns about Boys & Girls Club and IDEA School issues. She stated the kids were being affected by the closing of the gym and requested more transparency for the safety of the children.

Lorena Singh spoke about Boys & Girls Club non-compliance issues. She stated most members were from Pharr and the children and single mothers were the most affected.

At this time, Comm. Carrillo called upon Jaime Lopez from Waste Management.

Jaime Lopez, Waste Management, stated they provide monthly donations to the Boys & Girls Club of Pharr and Albert Perez, Waste Management, was on the Boys & Girls Club Board. Nonetheless, he would bring up these concerns to the attention of upper management.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None in the affected area.

ITEM 4. CITY MANAGER'S REPORTS

A) CITY ENGINEER REPORT

Edward Wylie, Deputy City Manager, introduced the City Engineer report and stated questions could be entertained at this time. There were no questions.

B) EVENTS OF INTEREST

Edward Wylie, Deputy City Manager, reported IT Department would be hosting a cyber security awareness training on Wednesday, October 17, 2018 at the Pharr Memorial Library at 6:00 p.m. He stated the training would consist of training videos and presentation on multiple topics and invited the public to attend.

Edward Wylie, Deputy City Manager, announced the Annual Start of the Produce Season Celebration would take place on Thursday, October 11, 2018 at 10:00 a.m. the Pharr International Bridge. He stated this event was done in October to celebrate the start of the produce season.

Edward Wylie, Deputy City Manager, invited everyone to attend the Pharr Fire Fest event on Saturday, October 13, 2018 from 6:00 p.m. to 11:00 p.m. at the Pharr Events Center. There would be live music, raffle prizes, carnival rides, fire prevention tips and family games and invited everyone to attend.

Edward Wylie, Deputy City Manager, reported the City of Pharr received an upgrade rating from A+ to AA- from S&P.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR SEPTEMBER 17, 2018 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ENTERING INTO AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CLOSURE OF U.S. 281 (CAGE BLVD.) FROM POLK AVENUE TO KELLY AVENUE FOR THE 19TH ANNUAL TRI-CITY RED RIBBON PARADE ON SATURDAY, OCTOBER 27, 2018 FROM 7:00 A.M. TO 11:00 AM. (POLICE)

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- C) **CONSIDERATION AND ACTION ON REQUEST FROM MAKE-A-WISH-FOUNDATION OF THE RIO GRANDE VALLEY TO WAIVE RENTAL FEES OF PHARR EVENTS CENTER FOR THEIR CHRISTMAS PARTY ON TUESDAY, DECEMBER 11, 2018 (EVENTS CENTER)**
- D) **CONSIDERATION AND ACTION ON REQUEST TO ADVERTISE WITH INBOUND LOGISTICS (PROJECT #1718-70-510-S033-001) (BRIDGE)**
- E) **CONSIDERATION AND ACTION ON REQUEST TO ADVERTISE WITH TEXAS BORDER BUSINESS FOR \$1,248/MONTH FOR (2) MONTHS AND \$1,310/MONTH FOR (10) MONTHS (BRIDGE)**
- F) **CONSIDERATION AND ACTION ON REQUEST TO ADVERTISE WITH T21 FOR \$1,784/MONTH FOR (2) MONTHS AND \$2,961/MONTH FOR (4) MONTHS (BRIDGE)**
- G) **CONSIDERATION AND ACTION AUTHORIZING PUBLICATION IN THE 2019 NATIONAL CUSTOMS BROKERS & FORWARDER ASSOCIATION OF AMERICA MEMBERSHIP DIRECTORY FOR \$2,679 (BRIDGE)**
- H) **CONSIDERATION AND ACTION ON REQUEST FROM PSJA SOUTHWEST HIGH SCHOOL FOR SPONSORSHIP IN THE AMOUNT OF \$1,000 FOR THEIR JAVELINA THUNDER TOURNAMENT ON SATURDAY, OCTOBER 13, 2018 (ADMINISTRATION)**
- I) **CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO DECLARE NO SALVAGE VALUE ON ITEMS INSIDE ORIGINAL POLICE DEPARTMENT /MUNICIPAL COURT BUILDING LOCATED AT 202 E. CLARK AVE. AND CITY STORAGE BUILDING LOCATED SOUTH OF THE EVENTS CENTER ON 3000 N. CAGE (PROJECT #1718-01-512-IPQ056-001) (PARKS)**
- J) **CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO DECLARE VARIOUS ITEMS SUBMITTED BY VARIOUS CITY DEPARTMENTS AS "SURPLUS ITEMS" TO BE DISPOSED OF THROUGH THE "PUBLIC AUCTION" PROCESS (POLICE)**
- K) **CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**
 - 1. **MACUMBA PARADISE, LLC, , D/B/A LA CABAÑA SINALOENSE, 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 0.102 ACRES, MORE OR LESS, OUT OF LOT 97, KELLY-PHARR SUBDIVISION, PHARR,**

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HIDALGO COUNTY, TEXAS.THE PROPERTY IS PHYSICALLY LOCATED AT 1209 EAST NOLANA LOOP. CUP#160736

2. CHIPOTLE TEXAS, LLC, 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 0.05 ACRES, MORE OR LESS, OUT OF REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 AND 4 SUBDIVISIONS, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE N-1. CUP#160942

3. R.G.V. & ASSOCIATES/LAURA L. GARZA, D/B/A GEORGE'S DANCE HALL, 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 LOTS 197, 198, AND 199, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 6801 SOUTH JACKSON ROAD. CUP#120529

4. ANTONIO RODRIGUEZ AND SYLVIA RODRIGUEZ, D/B/A VERONA EVENT CENTER II, LLC, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 2 AND 3, MACO BUSINESS CENTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 109 EAST FERGUSON AVENUE. CUP#100623

5. TROPICAL ISLAND #2 REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 2-B, JACKSON RIDGE COURT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1801 WEST RIDGE ROAD. CUP#180857

6. TROPICAL ISLAND REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT B-1, NORTHPOINT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1911 NORTH VETERANS BOULEVARD. CUP#180858

7. VANGUARD ACADEMY, INC. REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN INSTITUTIONAL USE (SCHOOL) IN AN OFFICE PROFESSIONAL DISTRICT (O-P). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, TEMPLO BETHEL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 400 SOUTH VETERANS BOULEVARD. CUP#180862

8. COMMUNITY DEVELOPMENT INSTITUTE-HEAD START REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN INSTITUTIONAL USE (SCHOOL) IN A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1).THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 20, LAS FUENTES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 210 WEST NAVARRO STREET. CUP#180863

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

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

Resolution No. R-2018-54 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2018-06 (2ND & FINAL READING) (PARKS)

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

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

Ordinance No. O-2018-37 is filed with the City Clerk's Office.

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

Edward Wylie, Deputy City Manager, introduced the item and briefly stated this was to create the Grants Department. He recommended approval.

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

Ordinance No. O-2018-38 is filed with the City Clerk's Office.

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- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$20,000,000.00 FOR THE ACQUISITION, CONSTRUCTION AND IMPROVEMENTS OF CERTAIN PUBLIC WORKS; PRESCRIBING THE TERMS AND FORM THEREOF; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; AWARDED THE SALE THEREOF; AND MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES, INCLUDING USE OF THE PROCEEDS THEREOF; AND MATTERS INCIDENT THERETO (ADOPTION ON 1ST READING) (FINANCE)**

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

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

Ordinance No. O-2018-39 is filed with the City Clerk's Office.

- D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-55 RELATING TO THE NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS WITHIN THE FIRE AND POLICE DEPARTMENT (1ST READING) (HR)**

Edward Wylie, Deputy City Manager, introduced the item and briefly stated this was for Fire Department only in preparation for Station No. 4 to open in January. He further recommended approval.

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

- E) CONSIDERATION AND ACTION IF ANY, ON ORDINANCE CREATING AN ANNUAL REGISTRATION AND INSPECTION PROCESS FOR MULTI-FAMILY DWELLINGS (1ST READING) (DEVELOPMENT SERVICES)**

Edward Wylie, Deputy City Manager, introduced the item and briefly stated this was for rental properties in substandard conditions and recommended approval.

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

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

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

- G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING ONE (1) MEMBER TO THE BEAUTIFICATION COMMITTEE (PUBLIC WORKS)**

Edward Wylie, Deputy City Manager, introduced the item. He briefly stated Irma Elizondo had resigned and the Beautification Committee recommended Frank Santana.

Comm. Guajardo **moved** to appoint Frank Santana to the Beautification Committee. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2018-56 is filed with the City Clerk's Office.

- H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING THE SANITARY SEWER LINE IMPROVEMENTS ALONG MOORE RD AS AN "EMERGENCY CONSTRUCTION" AND AUTHORIZE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT NOT TO EXCEED THE BUDGET AMOUNT (ENGINEERING)**

Edward Wylie, Deputy City Manager, introduced the item and briefly explained this was due to the condition of the existing sewer overflow in South Pharr during heavy rains. He stated the sewer lines would be increased from 18" to 24" and recommended approval.

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

7. ADMINISTRATIVE:

A) PRESENTATION OF ANNUAL FINANCIAL BUDGET FOR FISCAL YEAR 2018-2019 (FINANCE)

Edward Wylie, Deputy City Manager, introduced the item.

Karla Moya, Finance Director, stated the detailed adopted budget was in their packets and it was for presentation purposes only.

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

B) PRESENTATION OF FIVE-YEAR BUDGET PLAN FOR FY 2019-2023 (FINANCE)

Edward Wylie, Deputy City Manager, introduced the item.

Karla Moya, Finance Director, presented the Five Year Budget Plan for FYI 2019-2023. She stated this was the first time the City implemented a long-term financial document to follow best practices recommended by GFOA.

C) CONSIDERATION AND ACTION, IF ANY, ON MONUMENT SIGNAGE ON THE 1800 BLOCK OF INTERSTATE 2 WEST. ALLOWING CITY MANAGER TO EXPEND FUNDS, NEGOTIATE AND ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF A MONUMENT SIGN (PARKS)

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

D) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON REVIEW OF THE CITY'S ORGANIZATIONAL STRUCTURE (ADMINISTRATION)

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

8. PURCHASING:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A SERVICE CONTRACT FOR THE PRINTING OF CITY OF PHARR BUSINESS CARDS (PROJECT #1718-01-513-IPQ046-139) (PURCHASING)

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Edward Wylie, Deputy City Manager, introduced the item and stated staff recommended Gulf Data Products.

Mayor Hernandez made some comments about efforts to keep local taxpayer funds. Sandra Zamora, Purchasing Director, stated this was the second time the City solicited bids. She reported 139 invitations were sent out but only 11 bids were received. She stated two bids were received from Pharr businesses but one vendor submitted a no bid and the other failed to submit the paper sample.

After some discussion, no action was taken.

9. CONTRACTS/AGREEMENTS:

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH ALDANA ENGINEERING & TRAFFIC DESIGN, LLC. TO PERFORM A TRAFFIC ENGINEERING STUDY FOR LAS MILPAS RD. BETWEEN JACKSON RD. AND VETERANS RD. (PROJECT #1718-39-510-S032-001) (ENGINEERING)**

Edward Wylie, Deputy City Manager, introduced the item and recommended approval of contract for \$16,000.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO SOLICIT A SCOPE AND FEE PROPOSAL AND NEGOTIATE AND ENTER INTO A CONTRACT WITH AN ARCHITECTURAL FIRM FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE RENOVATIONS OF THE TIERRA DEL SOL GOLF COURSE CLUB HOUSE (PROJECT #1718-01-528-S017-244-001) (ENGINEERING)**

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

- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND THE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK (CMAR) FOR VARIOUS PARKS PROJECTS (ENGINEERING)**

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

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D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SERVICE CONTRACT WITH CERES ENVIRONMENTAL SERVICES, INC. FOR CATASTROPHIC EVENT DEBRIS REMOVAL SERVICES IN THE CITY OF PHARR (PROJECT #1718-01-517-S032-001) (PUBLIC WORKS)

Edward Wylie, Deputy City Manager, introduced the item. He stated as recommended by FEMA, a contract for debris removal needed to be in place in case of a hurricane or major event and recommended approval.

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

E) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT BETWEEN THE CITY OF PHARR AND THE PHARR COMMUNITY THEATER FY2018-19 (PROJECT #1718-01-520-IPQ054-001) (LIBRARY)

Edward Wylie, Deputy City Manager, introduced the item and briefly stated this would be \$35,000 per year and recommended approval.

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

F) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE CITY OF EDINBURG FOR TRANSFERRING OF RECLAIMED ROAD BASE MATERIALS TO THE CITY OF EDINBURG LANDFILL AS PER TCEQ REQUIREMENTS (PUBLIC WORKS)

Edward Wylie, Deputy City Manager, introduced the item and briefly stated this was for delivery of reclaimed recycled road base materials to the City of Edinburg landfill and recommended approval.

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

G) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE CITY OF MISSION FOR THE PURCHASE OF TRAFFIC CONTROL DEVICES AND EQUIPMENT (PROJECT #1718-01-510-IPQ055-001) (PUBLIC WORKS)

Edward Wylie, Deputy City Manager, introduced the item. He explained this was a combined effort between TxDOT and several other cities and stated the City of

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Mission would be the lead entity in executing the agreement. He added the City of Pharr portion was \$35,760 and the City would be getting about \$80,000 worth in equipment. He further recommended approval.

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

H) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BOND & BOND AUCTIONEERS, LLC. CONDUCT A PUBLIC AUCTION SELLING SURPLUS VEHICLES, FURNITURE, EQUIPMENT, TOOLS AND MISCELLANEOUS ITEMS (PROJECT #1718-01-512-IPQ057-002) (POLICE)

Edward Wylie, Deputy City Manager, introduced the item. He stated the auctioneer's percentage of sale was at 9.5 % and \$1,254.45 for advertising. He further recommended approval.

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

I) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE CITY OF PENITAS FOR EMERGENCY SERVICE DISPATCH (ADMINISTRATION)

Edward Wylie, Deputy City Manager, introduced the item. He stated the City of Penitas had approached the City of Pharr to provide fire, police and EMS dispatching services. He stated fire dispatching would be provided immediately and the City of Penitas would pay \$56,068.32 on a yearly basis. He further recommended approval.

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

At this time, Edward Wylie, Deputy City Manager, stated they would go into executive session. There was no objection.

ITEM 11. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

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The time being 5:11 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 6:05 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 6. ORDINANCES AND RESOLUTIONS

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

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

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

ITEM 7. ADMINISTRATIVE

- C) CONSIDERATION AND ACTION, IF ANY, ON MONUMENT SIGNAGE ON THE 1800 BLOCK OF INTERSTATE 2 WEST. ALLOWING CITY MANAGER TO EXPEND FUNDS, NEGOTIATE AND ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF A MONUMENT SIGN (PARKS)**

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

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

D) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON REVIEW OF THE CITY'S ORGANIZATIONAL STRUCTURE (ADMINISTRATION)

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

ITEM 9. CONTRACTS/AGREEMENTS

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO SOLICIT A SCOPE AND FEE PROPOSAL AND NEGOTIATE AND ENTER INTO A CONTRACT WITH AN ARCHITECTURAL FIRM FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE RENOVATIONS OF THE TIERRA DEL SOL GOLF COURSE CLUB HOUSE (PROJECT #1718-01-528-S017-244-001) (ENGINEERING)

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

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND THE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK (CMAR) FOR VARIOUS PARKS PROJECTS (ENGINEERING)

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

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

10. LEGAL:

A) CONSULTATION AND ACTION, IF ANY, ON DAHLIA YBARRA V. CITY OF PHARR, GARY RODRIGUEZ, C-4849-16-F (LEGAL)

Edward Wylie, Deputy City Manager, introduced the item and stated no action would be taken at this time.

B) CONSULTATION AND ACTION, IF ANY, ON REPRESENTATION AGREEMENT IN CITY OF PHARR VS. TEXAS MUNICIPAL LEAGUE, LITTLETON GROUP, C-2246-15-A (LEGAL)

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Edward Wylie, Deputy City Manager, introduced the item and stated no action would be taken at this time.

ITEM 12. 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. Meeting adjourned at 6:07 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 1st DAY OF OCTOBER 2018 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

**MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
MONDAY, OCTOBER 8, 2018
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Monday, October 8, 2018 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Roberto “Bobby” Carrillo
Comm. Daniel Chavez (Arrived @ 4:01pm)
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 Ctr. Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Marissa Hernandez, Municipal Court Judge
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Roland Gomez, Dev. Services Asst. Dir.
Ricardo Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Rick Castro, I.T. Asst. Director
Luis Bazan, Bridge Director
Sandra Zamora, Purchasing Dir.
Danny Ramirez, Communications Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

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Mayor Hernandez called on Barbara Guerra from the audience.

Barbara Guerra with Palm Valley Animal Center Board of Directors addressed the Commission in an attempt to persuade the city to reconsider the services of Palm Valley Animal Center. She stated animals were not about the numbers and stated their facility has started great rescue programs in an effort to save animals. Ms. Guerra stated the increase in funding was to develop a rescue network.

Michael Brickard, Palm Valley Animal Center and Best Friends Animal Society, stated their mission was to make our Nation become No Kill by year 2025. He also stated the increase was due to the costs of medications, deworming, vaccinations, pictures and marketing of animals and finding a home for them.

Comm. Bracamontes stated his students were volunteering at the center and he supported the efforts and programs available at Palm Valley Animal Center.

Mayor Hernandez announced the City of Pharr would be taking over the construction at the Boys & Girls Club located at 302 E. Las Milpas Road. He stated the City was taking a proactive step in response to our citizen's requests to bring the facility into compliance. Mayor Hernandez stated the Boys & Girls Club had requested another extension until March 15, 2019 to complete work, which was denied by the City. He explained this was unreasonable and failed to give the priority to this matter that our citizens deserve. Therefore, the City was stepping-in and would immediately make the necessary repairs to get this community into a safe and useable building.

Edward Wylie, Deputy City Manager, reported the City served the Boys & Girls Club Board President with a construction notice and mentioned the City was getting ready to start construction to building. He advised construction would include installation of four doors, sidewalks, full fire sprinkler system and a fire alarm system and it would take approximately two months to be completed. He further thanked the Commission for being able to make a positive change in the City.

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

ITEM 5. 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

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The time being 4:16 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 6. RECONVENE

The time being 5:08 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 2. ADMINISTRATIVE

- A) CONSIDERATION AND ACTION, ON RESOLUTION DECLARING AN EMERGENCY AND AUTHORIZING THE EMERGENCY CONSTRUCTION, AUTHORIZING THE EXPENDITURE OF FUNDS AND THE RECOUPMENT THEREOF FOR SUCH EMERGENCY FUNDS AND AUTHORIZE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR SUCH EMERGENCY CONSTRUCTION AT 302 E. LAS MILPAS ROAD (ADMINISTRATION)**

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

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

- B) DISCUSSION ON ASSISTING THE TEXAS TRAILS SUBDIVISION IN CONSTRUCTING AND CONNECTING A SECOND OUTFALL TO THE CITY OF PHARR'S DRAINAGE SYSTEM (ENGINEERING)**

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

- C) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON REVIEW OF THE CITY'S ORGANIZATIONAL STRUCTURE (ADMINISTRATION)**

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

ITEM 3. PURCHASING

- A) CONSIDERATION AND ACTION, ON REQUEST FROM MCALLEN CHAMBER OF COMMERCE FOR SPONSORSHIP IN THE AMOUNT OF \$1,500 FOR THE SANTA FE STEAKHOUSE WINE CLASSIC 2018 ON FRIDAY, OCTOBER 26, 2018 (ADMINISTRATION)**

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

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

ITEM 4. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT WITH DE SARO RODRIGUEZ, L.L.C. FOR SERVICES RELATED TO TRUCKING EXPO EVENT (ADMINISTRATION)**

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

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

- B) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT WITH DE SARO RODRIGUEZ L.L.C. FOR SERVICES RELATED TO THE STATE OF THE CITY ADDRESS (ADMINISTRATION)**

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

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

- C) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT AMENDMENT WITH WASTE MANAGEMENT OF TEXAS, INC. (ADMINISTRATION)**

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

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

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO USE THE INTERLOCAL PURCHASING SYSTEM (TIPS) PURCHASING COOPERATIVE TO NEGOTIATE AND APPROVE A CONTRACT FOR THE DEMOLITION AND ASBESTOS ABATEMENT OF THE CITY OWNED**

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BUILDINGS LOCATED ON 200 AND 220 SOUTH CAGE BLVD. (PROJECT #1819-39-510-C001-001) (PARKS)

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

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

ITEM 7. 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 5:10 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 8th DAY OF OCTOBER 2018 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: October 3, 2018

MEETING DATE: October 15, 2018

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Fire Department to apply for a Federal Emergency Management Agency-Assistance to Firefighters Grant for public safety radios.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Our current radios are over (10) years old. They are constantly in need of repair due to the age of the radios. Recently we upgraded our self-contained breathing apparatus with Bluetooth capabilities. Our old radios do not have this capability which can make our firefighting communications better with the Bluetooth. Over the last (10) years, radios have been improved and have been upgraded to P25 compliant, so we can better communicate with other responding agencies, i.e. local, state, and/or federal responders.

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

Staff Recommendation: We highly recommend passage of this resolution for these new radios. Should this grant be approved, the City stands to save 90% of the total costs for these radios.

Alternatives:

ROUTING:

Leonardo Perez
Leonardo Perez
Patricia Rigney

Created/Initiated - 10/03/2018
Approved - 10/03/2018
Approved - 10/04/2018

Hilda Pedraza
Sandra Zamora
Karla Moya
City Management Office

Approved - 10/05/2018
Approved - 10/11/2018
Approved - 10/12/2018
Final Approval - 10/12/2018

RESOLUTION NO. R-2018-__

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

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

WHEREAS, the Pharr Fire Department has prepared an Fiscal Year 2018 Assistance to Firefighters Grant for public safety radios in the amount of \$236,000 with a local match of \$23,600; and

WHEREAS, the Governing Body of the City have approved the submission of the Fiscal Year 2018 Assistance to Firefighter Grant.

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

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

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

PASSED AND APPROVED this 15th day of October 2018, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: October 2, 2018

MEETING DATE: October 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action on request from St. Anne Mother of Mary Catholic Church to close the 400 Block of Fir Street, 700 Block of East Juarez, and 400 Block of North Gumwood Street for their Annual Jamaica on Saturday, November 3, 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. Anne Catholic Church is requesting the closure of streets for their annual Jamaica on Saturday, November 3, 2018 from 4:00 p.m. to 10:00 p.m.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Ricardo Pedraza
Jose Luengo
City Management Office

Created/Initiated - 10/02/2018
Approved - 10/08/2018
Approved - 10/08/2018
Final Approval - 10/11/2018

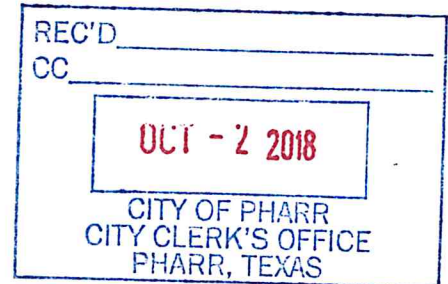


St. Anne, Mother of Mary Catholic Church

801 E. Juarez Ave. • Pharr, Texas 78577 • Ph. (956) 787-8122 • Fax (956) 787-8272

September 24, 2018

CITY OF PHARR
Mr. Ricardo Pedraza
1015 E. Ferguson Ave (FM 495)
Pharr, Texas 78577



Dear Mr. Pedraza,

This year, St. Anne, Mother of Mary Catholic Church's Fall Festival is scheduled for Saturday, November 3, 2018 from 4:00 pm to 10:00 pm.

In order to provide the maximum safety for pedestrians (mostly children) during the festival, we are requesting the city's cooperation to close the following streets:

1. 400 Block of North Fir St.
2. 700 Block of East Juarez Ave.
3. 400 Block of North Gumwood St.

Since Fir St. is a well traveled thoroughfare, we are asking that the 400 block of Fir St. be closed to traffic only from 4:00 pm to 10:00 pm on Saturday, November 4. This limited time closing would provide maximum safety for all crossing pedestrians especially the many children that show up for the event.

The church will secure adequate manpower and regular staffing at the closed intersections during the festival's hours of operation. If there is any emergency, Fir St. will and can be unblocked by our volunteers. Also, the intersection between Gumwood and Juarez Avenues will remain open allowing traffic to flow through the intersection.

Should you have any questions regarding this request, please do not hesitate to contact me at 956-787-8122.

Sincerely yours in Christ,

Fr. Genaro Henríquez
Pastor



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: SATURDAY, NOVEMBER 3, 2018

Type of Event: ☐ Parade ☐ Walk-A-Thon ☒ Other ANNUAL JAMAICA

NAME OF CONTACT PERSON: FATHER GENARO HENRIQUEZ

ORGANIZATION (IF APPLICABLE): ST. ANNE, MOTHER OF MARY CATHOLIC CHURCH

ADDRESS: 801 E. JUAREZ CITY: PHARR ZIP CODE: 78577

PHONE NO.: (956) 787-8122

CELLULAR PHONE: _____

FAX NO.: (956) 787-8272

E-MAIL: STANNEPHARR@CDOB.ORG

PURPOSE AND DESCRIPTION OF EVENT:

ANNUAL JAMAICA - GAMES, FOOD, MUSIC, RAFFLE

START TIME: 4:00 PM END TIME: 10:00 PM

ROUTE TO BE TRAVELED OR UTILIZED (Attach Site & Traffic Plan)

Starting Location: _____

Ending Location: _____

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

Is the event insured? ☒ Yes ☐ No

If yes, Insurance Company Information _____ Contact #: _____

Applicant Signature: KV. [Signature]

FOR CITY USE ONLY:

Date Received: _____

City Commission: _____

APPROVED _____

DENIED _____

City Manager's signature

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: October 8, 2018

MEETING DATE: October 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action on request from Rick Quick Stop to close the 400 block of West State Avenue from 3:00 p.m. to 6:00 p.m. for their Annual Customer Appreciation Day.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Enrique Casas d/b/a Rick Quick Stop is requesting the closure of 400 block of West State Avenue from 3:00 pm to 6:00 pm for their 17th Annual Customer Appreciation Day.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Jose Luengo
Ricardo Pedraza
City Management Office

Created/Initiated - 10/08/2018
Approved - 10/08/2018
Approved - 10/10/2018
Final Approval - 10/11/2018



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: 11-17-2018
Type of Event: ☐ Parade ☐ Walk-A-Thon ☒ Other! CUSTOMER APPRECIATION
NAME OF CONTACT PERSON: ENRIQUE RICK CASAS
ORGANIZATION (IF APPLICABLE): NA
ADDRESS: 402 WEST STATE AVE. CITY: PHARR ZIP CODE: 78577
PHONE NO.: 956 781 3558 CELLULAR PHONE: 956-781-533-9632
FAX NO.: _____ E-MAIL: rick.quick.stop@sbcglobal.net

PURPOSE AND DESCRIPTION OF EVENT:

it will be our 17yr of our CUSTOMER APPRECIATION DAY

START TIME: 3:00 pm END TIME: 6:00 pm
ROUTE TO BE TRAVELED OR UTILIZED (Attach Site & Traffic Plan)

Starting Location: Rick Quick stop

Ending Location: in same spot

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 JOE Campos Ins. Contact #: 956-638-9214

Applicant Signature: [Signature]

FOR CITY USE ONLY:

Date Received: _____

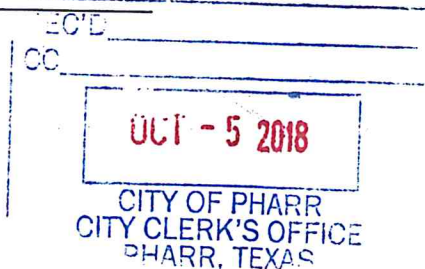
City Commission: _____

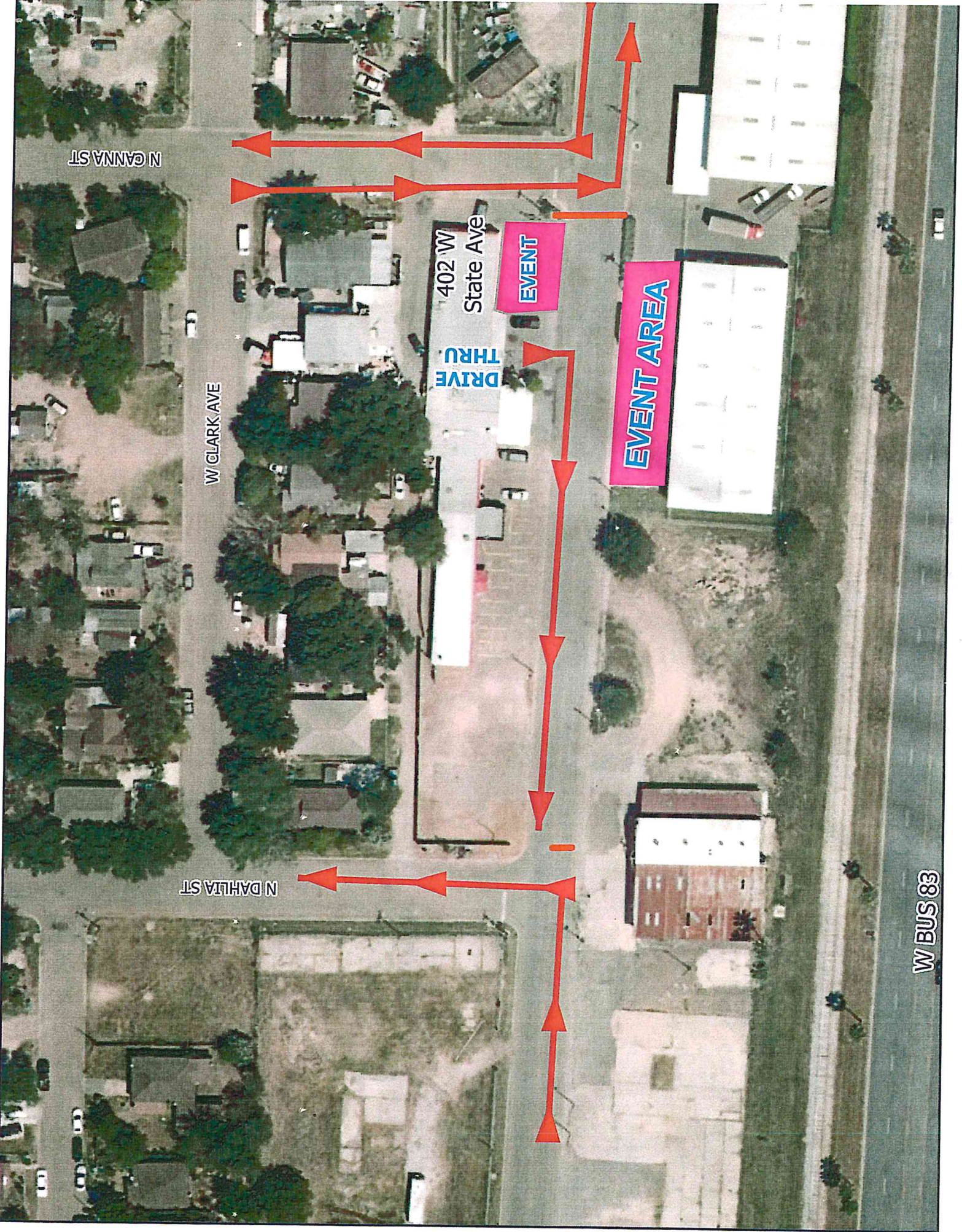
APPROVED _____

DENIED _____

City Manager's signature _____

Date _____





N GANNA ST

W CLARK AVE

402 W
State Ave

DRIVE
THRU

EVENT

EVENT AREA

N DAHLIA ST

W BUS 83



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: October 9, 2018

MEETING DATE: October 15, 2018

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action on request from ARISE Las Milpas for police and fire assistance during their March to the Polls walk on Tuesday, November 6, 2018 from 9:30 a.m. to 11:20 a.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: ARISE is currently planning and preparing for Election Day on November 6, 2018. They are requesting assistance from Fire Department and Police Department to support them during their March to the Polls walk. This event will be a special time to promote people to get out and vote and to march to the polls.

The walk will start at the ARISE Las Milpas located at 125 E. Denny Drive to and from the Development Research Center.

Financial Consideration:

Staff Recommendation:

Alternatives: Not to approve

ROUTING:

Imelda Barrera
Ricardo Pedraza
Leonardo Perez
Jose Luengo
City Management Office

Created/Initiated - 10/09/2018
Approved - 10/10/2018
Approved - 10/11/2018
Approved - 10/12/2018
Final Approval - 10/12/2018



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: November 6 2018

Type of Event: Parade Walk-A-Thon Other March to the Polls

NAME OF CONTACT PERSON: Petra Hernandez

ORGANIZATION (IF APPLICABLE): ARISE

ADDRESS: 125 E. Denny Dr. CITY: Pharr ZIP CODE: 78577

PHONE NO.: 956 7839293

CELLULAR PHONE: 956 5691684

FAX NO.: _____

E-MAIL: ariselasmilpas@gmail.com

PURPOSE AND DESCRIPTION OF EVENT:

To promote the Citizen Vote and to walk people to the polls.

START TIME: 9:30 END TIME: 11:20

ROUTE TO BE TRAVELED OR UTILIZED (Attach Site & Traffic Plan)

Starting Location: 125 E. Denny Dr. to DRC 850 W. Dicker

Ending Location: DRC to 125 E Denny Dr. (ARISE Center)

Will event occupy all or only a portion of the width of the street? Side walk & Cross path

Is the event insured? ☒ Yes ☐ No

If yes, Insurance Company Information Christian Brother Service Contact #: 800-807-0300

Applicant Signature: [Signature]

FOR CITY USE ONLY:

Date Received: _____

City Commission: _____

APPROVED _____

DENIED _____

City Manager's signature

Date



October 10, 2018

Petra Hernández
125 Denny Dr.
Pharr, TX 78577
(956) 783-9293

To Whom It Concerns;

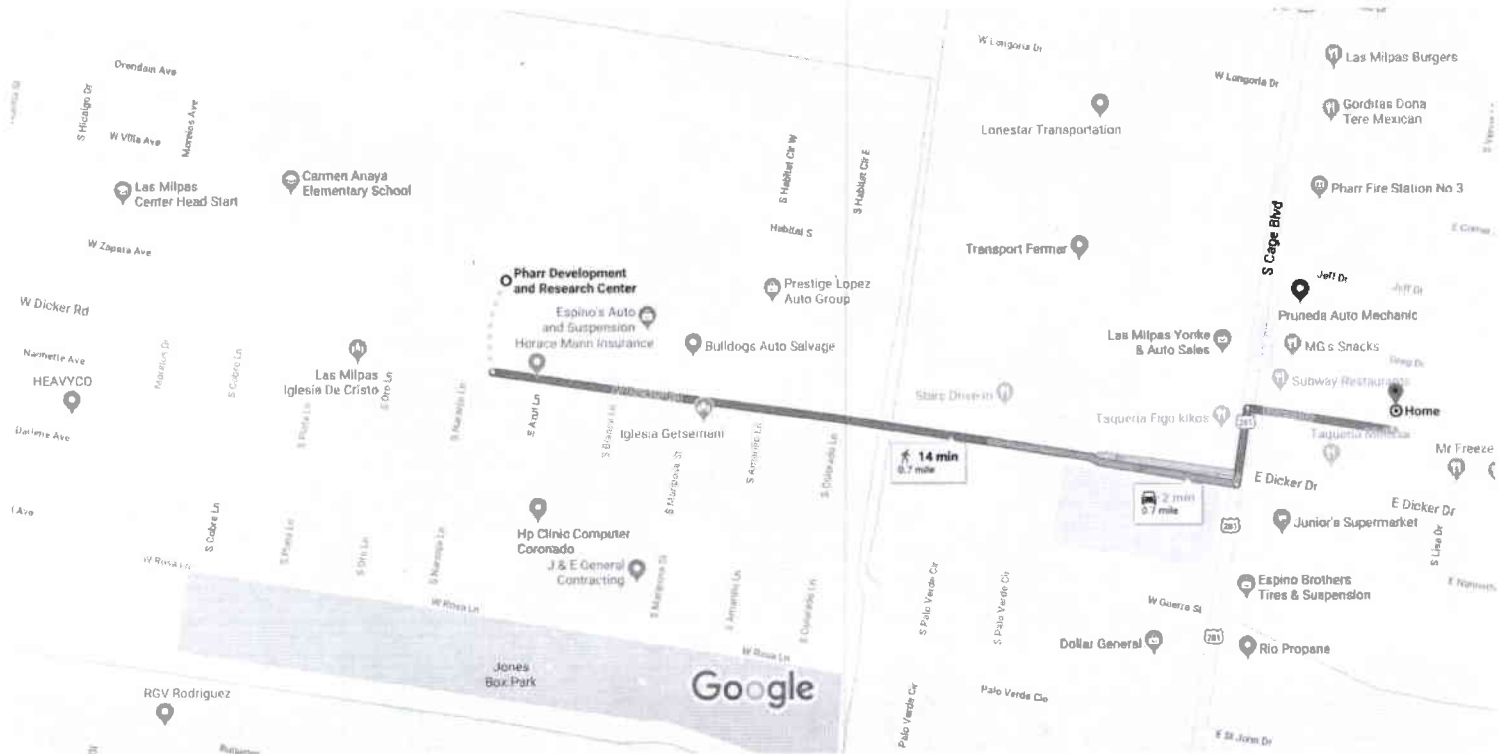
The Staff of ARISE Las Milpas is currently busy planning and preparing for "Election Day" on November 6, 2018. This event will be a special time to promote people to get out and vote, and to march to the polls.

For the last ten years ARISE has had a demonstration to celebrate this very important date. This year we expect approximately 70 people to participate in this march. **The march will begin at ARISE Las Milpas Center located on 125 E. Denny Dr. Pharr TX 78577 and end at the Development and Research Center located on 850 W. Dicker Rd. Pharr TX 78577. The demonstration will begin at 9:30 and will end at 11:30 AM ending back at ARISE Center.** ARISE and the community will be very grateful of your kind acceptance to coordinate the guidance and protection of all community members who will be participating in the march.

Please contact us or drop by our center in the Colonia Las Milpas with any question you may have. We are located at 125 E. DENNY DR. PHARR, TX 78577, and our phone number is (956) 783-9293. Thank you in advance for your cooperation and support to ARISE.

Gratefully, "*ARISE, neighbor helping neighbor, in the neighborhood...*" This important phrase is used by the women of ARISE to describe their work. ARISE is a community-centered program in three colonias, Las Milpas (Pharr), Colonia Muniz (North Edinburg), and South Tower (South Alamo). ARISE was established in 1987 by Sister Gerrie Naughton and women of the community. When ARISE began it recognized that the families in Las Milpas had very limited access to help our or community resources. ARISE grew slowly, teaching English, starting a summer program for children and volunteers and then branching out to other activities. ARISE Las Milpas serves the community of Las Milpas. ARISE believes in working with the individual, the family, the community to build capacity and train those willing to address the needs of their own colonia.

Petra Hernandez
ARISE Las Milpas President



Map data ©2018 Google 200 ft



via W Dicker Rd

2 min

Fastest route, despite the usual traffic

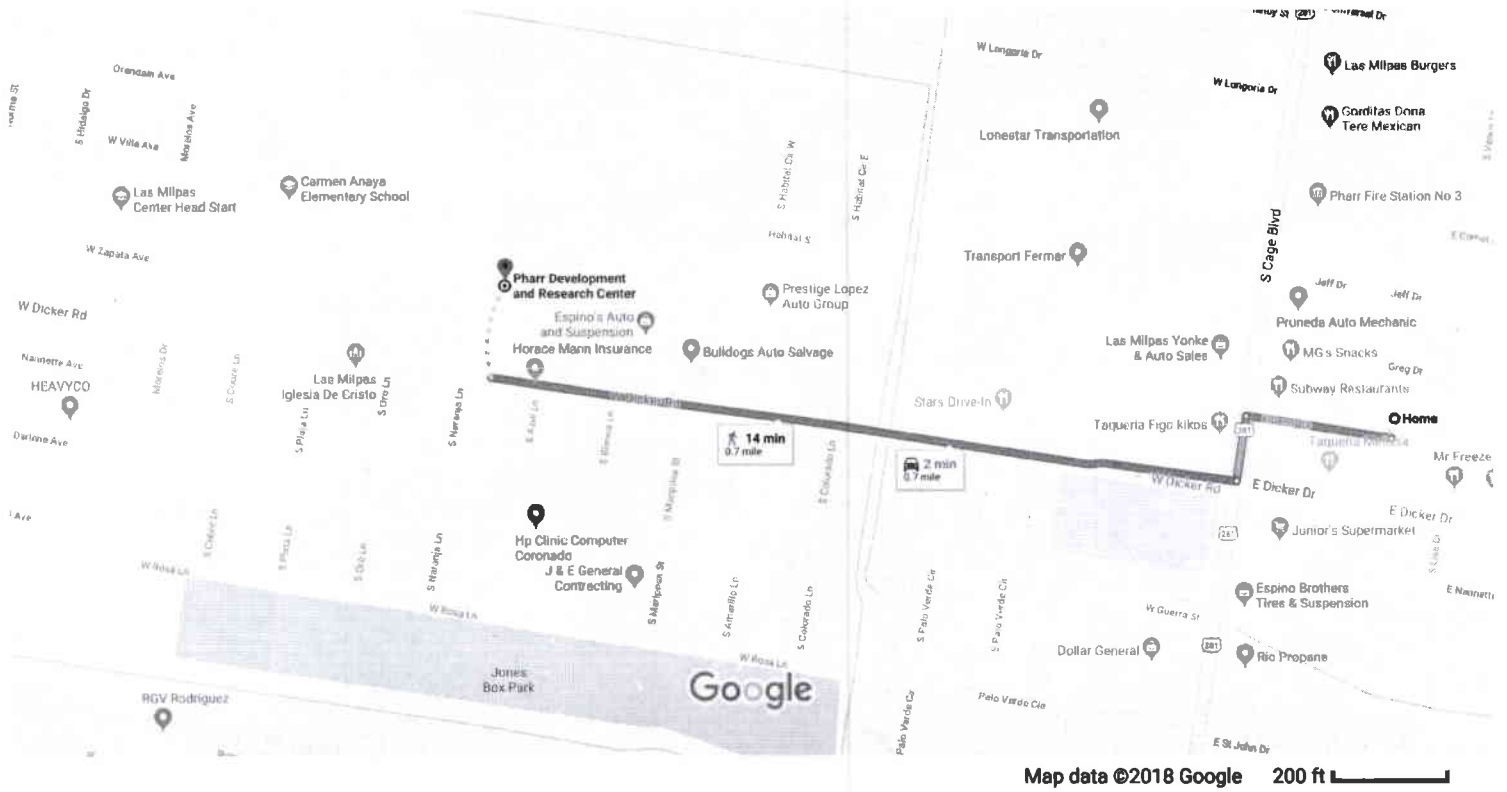
0.7 mile



via W Dicker Rd

14 min

0.7 mile



via W Dicker Rd

Fastest route, the usual traffic

2 min

0.7 mile



via W Dicker Rd

14 min

0.7 mile



City of Pharr Public Works
1015 E. Ferguson Ave. Pharr, TX 78577
956-402-4360

Environmental Education Event Request Form

Event Information

Event/School : ARISE Las Milpas

Address: 125 E. Denny Dr. Pharr, Tx. 78577

Event Purpose: March to the Polls

Date/time of Event: November 6th, 2018/ 9:30 am – 11:30 am

Type or Resources : Presentation ____ Field Trip ____ Educational Booth ☒

Number of Students/Age Group: 50-70/ Adults

Details:

This event will be a special time to motivate citizens to vote. On this elections day we will be encouraging citizens to vote by marching to the nearest poll cite and chanting to promote the right to vote outside of the Developments and Research Center.

You must submit requests application 15 days prior to event date.

Petra Hernandez 10/7/18

Applicant Name

Signature

Date

ariselasmilpas@gmail.com

Email

Phone

Director Approval

☐ Approved

☐ Denied

Comments:

Director Signature

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: October 9, 2018

MEETING DATE: October 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action on request from FIRST RGV for sponsorship in the amount of \$3,000 for their robotics competitions 2018-2019 season.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Sponsorship request from FIRST RGV for their 2018-2019 robotics competitions.

Financial Consideration: \$3,000.00

Staff Recommendation: Staff recommends approval

Alternatives: Not to sponsor

ROUTING:

Hilda Pedraza

Created/Initiated - 10/09/2018

Sandra Zamora

Approved - 10/11/2018

Karla Moya

Approved - 10/11/2018

City Management Office

Final Approval - 10/12/2018



City of Pharr, Texas
Mayor Ambrosio Hernandez, MD

I would like to personally introduce our organization here in the Rio Grande Valley and request your support of our life changing programs for those in K-12.

FIRST RGV, INC. is a non profit founded in the great state of Texas in 2015 and is part of an international network of non profit entities that are championing the mission of FIRST® robotics founded in 1984 by one of our countries most famous inventors, Dean Kamen. FIRST® is now in more than 66 countries around the world and has more than 512,000 students enrolled annually. Students that have participated in FIRST® are 87% more likely to take a more challenging science or math class and over 75% of alumni are working as a professional in a STEM career. FIRST® offers more than 80 million a year in scholarships and we are proud to have alumni that are going to school and coming back to help at our local events. This is a clear indication that these students want to return to help build the RGV workforce and to help the next set of students to succeed.

FIRST RGV was founded with the sole purpose to give local students a voice and an identity that are known to be underserved due to various reasons; but most notably being economically disadvantaged. Our local priority is to ensure that any student that wants to do FIRST® is allowed and encouraged for inclusion. In just three years, we have now been defined as our own service area within the FIRST® ecosystem and are revered as one of the fastest growing areas in Texas. We now have close to 5,000 students from approximately 22 school districts. We are very proud of the more than 425 young women that are enrolled in our local programs and make up more than 37 all girl robotics teams. In our program, students learn soft skills such as, critical thinking, marketing, presentation skills, business planning, programming (coding), building a robot by trial and error and is required to demonstrate *gracious professionalism™* on and off the field in our *coopertition™* environment.

Now for our fourth season, we have identified specific costs and have streamlined our services to do more than 37 events this season at a cost of approximately \$18.00 per student annually. As we increase our capacity, we need members of the community, like you, to step up and help offset our expenses. For the 2018-2019 season, we need your help as we have reached our maximum bandwidth. We know money is tight these days but with more than 73 volunteers, 5,000 students and supporters like you, we know we can continue to make a difference in our united community.

We are much more than robots, but we do use robots to build the STEM leaders of tomorrow with our proven program. Join our family of proud sponsors and let's show the world how special the RGV is for our kids. I have enclosed impact and program specific documents for your review and consideration.

FIRST RGV, INC.
801 E Fern Avenue - Ste 140
McAllen, Texas 78501
956.320.9311 (office)
info@firstrgv.org
http://firstrgv.org

Respectfully,


Jason Arms, President (VOL)
FIRST RGV, INC.

A non profit as defined by the Internal Revenue Service - 501(C)(3)



SEASON SPONSORSHIP LEVEL BENEFITS

SPONSOR BENEFIT	Bronze \$3,000	Silver \$5,000	Gold \$10,000	Platinum \$15,000	Presenting \$25,000
ONLINE					
Logo & link posted on firstrgv.org SPONSOR page	Link only	X	X	X	X
Hyperlink on Participating page on FIRST-RGV® site	X	X	X	X	X
Mentions as supporter of FIRST-RGV on Facebook page	X	X	X	X	X
220 x 90 ROTATING banner ad featured on http://firstrgv.org		X	X	X	X
200x 90 ROTATING banner ad featured on http://firstrgv.org			X	X	
728 x 90 FIXED banner ad featured on http://firstrgv.org					X
PRINT					
Logo on 700 custom FIRST-RGV T-shirts distributed to teams	Listing only	X	X	X	X
Logo recognition on sponsor page on printed event program	Listing only	X	X	X	X
Half-page B&W ad in Invitational program (<i>distribution = 500</i>)	X	X			
Full page B&W ad in Invitational program (<i>distribution = 500</i>)			X	X	
Full page COLOR ad on back cover of program (<i>distribution = 500</i>)					X
Logo on program cover & volunteer name badges at all events					X
Logo on banner traveling with season's winning team to 2017 to Regionals / State Championship / World Championship					X
ON SITE					
Logo on tournament floor banners at all Season events	Listing only	X	X	X	X
Recognition as season sponsor during Opening Ceremony & hourly on main stage during Invitational (<i>attendance = 500+</i>)	X	X	X	X	X
Logo/name recognition on scoreboard at all Season events		X	X	X	X
10x10 booth at the Invitational for product/info distribution			X	X	X
Recognition as Award Presenter at Qualifier Award Ceremony (member from your company must be on-site at event)				X	
Recognition as Champion's Award Presenter at Qualifier Award Ceremony (member from your company must be on-site at event)					X
Logo on HEADER of tournament floor banners at all Season events					X
COMMUNICATIONS					
Logo on all e-communications & correspondence thru 5/19	Link only	X	X	X	X
Logo listed as sponsor on press releases thru 5/19	Link only	X	X	X	X
Listed as "Presenting Sponsor" on press releases thru 5/19					X
OTHER BENEFITS					
Opportunity to have a member on the "Executive Board"					X
Opportunity to be a member of the "Organizing Committee"			X	X	
Brand exclusivity (e.g. season's <i>official food sponsor</i>)		X	X	X	X
Support recognition with FIRST in Texas				X	X

MONIES GIVEN TO FIRST-RGV, INC STAYS IN THE RIO GRANDE VALLEY FOR OUR KIDS!



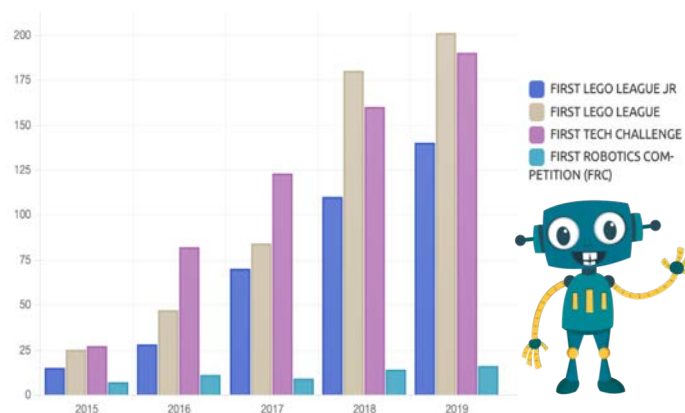
EVENT NAME	TYPE	PROG	DATE	START TIME	STOP TIME	LOCATION
KICKOFF EVENT	PS	FLL	09/08/18	9:00	11:00	Nikki Rowe High School- McAllen
KICKOFF EVENT	PS	FTC	09/08/18	10:00	12:00	Nikki Rowe High School- McAllen
FTC Scrimmage	PS	FTC	11/10/18	9:00	12:00	TBD
FLL Coaches Clinic	PS	FLL	10/20/18	9:00	1:00	801 E Fern Ave - Mcallen (25.00)
Tesla 1	LM	FTC	11/17/18	9:00	12:00	TBD
Edison 1	LM	FTC	11/17/18	1:00	5:00	TBD
Curie 1	LM	FTC	12/01/18	9:00	12:00	TBD
Hawking 1	LM	FTC	12/01/18	1:00	5:00	TBD
Tesla 2	LM	FTC	12/08/18	9:00	12:00	TBD
Edison 2	LM	FTC	12/08/18	1:00	5:00	TBD
Curie 2	LM	FTC	12/15/18	9:00	12:00	TBD
Hawking 2	LM	FTC	12/15/18	1:00	5:00	TBD
Tesla 3	LM	FTC	01/12/19	9:00	12:00	TBD
Edison 3	LM	FTC	01/12/19	1:00	5:00	TBD
Curie 3	LM	FTC	01/19/19	9:00	12:00	TBD
Hawking 3	LM	FTC	01/19/19	1:00	5:00	TBD
Tesla - Judging	LC	FTC	01/26/19	9:00	12:00	TBD
Tesla - Competition	LC	FTC	01/26/19	1:00	5:00	TBD
Edison - Judging	LC	FTC	02/09/19	9:00	12:00	TBD
Edison - Competition	LC	FTC	02/09/19	1:00	5:00	TBD
Curie - Judging	LC	FTC	02/16/19	9:00	12:00	TBD
Curie - Competition	LC	FTC	02/16/19	1:00	5:00	TBD
Hawking - Judging	LC	FTC	02/23/19	9:00	12:00	TBD
Hawking - Competition	LC	FTC	02/23/19	1:00	5:00	TBD
Qualifier 1	QL	FLL	11/17/18	9:00	5:00	(Paired with FTC preferred)
Qualifier 2	QL	FLL	12/01/18	9:00	5:00	(Paired with FTC preferred)
Qualifer 3	QL	FLL	12/08/18	9:00	5:00	(Paired with FTC preferred)
Qualifier 4	QL	FLL	12/15/18	9:00	5:00	(Paired with FTC preferred)
Qualifier 5	QL	FLL	01/12/19	9:00	5:00	(Paired with FTC preferred)
Qualifier 6	QL	FLL	01/19/19	9:00	5:00	(Paired with FTC preferred)
RGV Champs - FTC Judging	**	FTC	03/01/19	3:00	8:00	PSJA Southwest HS - Pharr
RGV Champs - FTC Competition	**	FTC	03/02/18	9:00	5:00	PSJA Southwest HS - Pharr
RGV - FLL Champs	**	FLL	03/03/19	9:00	5:00	Harlingen CISD
Pre-Season (Unofficial)			PS	Championship level events are invitation only based on the official advancement requirements of FIRST®.		
League Meet (Official FTC)			LM			
League Championship (Official)			LC			
Qualifier (FLL Qualifier - Official)			QL			
Texas South Central Champs	TX	FTC	TBD	TBD	TBD	Austin, Texas
UIL Championship (FTC)	TX	FTC / FRC	TBD	TBD	TBD	Austin, Texas
World Championship	**	ALL	04/17/19	ALL	DAY	Houston, Texas

Impact on the Rio Grande Valley

Founded in 1989 and based in Manchester, NH, FIRST® is a 501(C)(3) not-for-profit public charity designed to inspire young people's interest and participation in science and technology through mentor based K-12 programs, and to motivate them to pursue education and career opportunities in STEM related fields.

FIRST RGV was founded in 2015 and supports FIRST® Robotics teams and events across the Rio Grande Valley with a focus of inclusion for those underserved and underrepresented. Our goal is to provide a life changing experience for our participants and establish a local non-profit of support for FIRST® programs for the next generation of STEM leaders.

	STUDENTS	TEAMS
Global Reach	500,000+	4,900+
Rio Grande Valley Reach	4,800+	475+
LOCAL INFORMATION		
Local Program 18-19	37	5,000
Local Program 19-20	41	5,500



FIRST RGV is proud to be serving a very large and diverse group of amazing K-12 students in four of the poorest counties of Texas. Despite the economic disadvantage, we continue to have explosive growth in requests for new teams / services. While growth is exciting, we must be able to balance the quality requirements of FIRST® and the local demand for new teams.



Together We are FIRST®

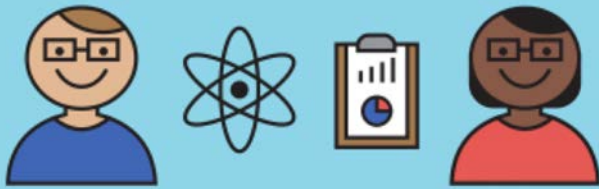


WE NEED YOU!!

We need volunteers and mentors like you to work with us to continue to inspire our local students to be great! To sign up to be a volunteer with FIRST RGV, you will need to complete a background check (free of charge) and complete some basic training. <https://firstrgv.org/volunteer>

The FIRST RGV community can not continue to grow and provide excellent services without your support. Please, no matter how much or how little, please donate today! For sponsorship levels and to use our online donation portal, visit our website at <https://firstrgv.org/donate>





FIRST[®] participants are SIGNIFICANTLY MORE LIKELY to show gains in interest in:

- ✓ STEM
- ✓ STEM CAREERS
- ✓ UNDERSTANDING OF STEM

(than a matched comparison group of students)

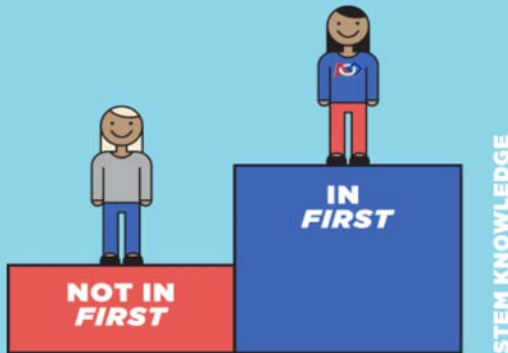


THEY ARE OVER 2X

as likely to show gains in their interest of STEM

(than a matched comparison group of students)

87% OF PARTICIPANTS PLAN TO TAKE A MORE CHALLENGING MATH OR SCIENCE COURSE



COMMUNICATION
76% of students reported gains



CONFLICT RESOLUTION
93% of students reported gains



THE IMPACT ON GIRLS IS SIGNIFICANT

Females in *FIRST* have a dramatically increased understanding of STEM compared to females in the comparison group.

TIME MANAGEMENT
95% of students reported gains



PROBLEM-SOLVING
98% of students reported gains



OVER 75%
of FIRST Alumni are in a STEM FIELD AS A STUDENT OR PROFESSIONAL





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: October 11, 2018

MEETING DATE: October 15, 2018

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for bids for the Single Machine Repaving Project Year 4.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This request is to advertise for bids for Year 4 of the Single Machine Repaving Project.

Financial Consideration: Estimated total construction cost for the Single Machine Repaving Project Year 4 is \$2.9 million.

Staff Recommendation: Staff recommends to advertise for bids for the above referenced project.

Alternatives: NA

ROUTING:

Maria Rangel
Omar Anzaldua
Sandra Zamora
Karla Moya
City Management Office

Created/Initiated - 10/11/2018
Approved - 10/11/2018
Approved - 10/11/2018
Approved - 10/12/2018
Final Approval - 10/12/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED: October 9, 2018

MEETING DATE: October 15, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action ratifying an emergency purchase of 5,280 linear feet of pump 12-inch discharge hose and accessories related to the June 2018 flood event. (Project #1718-01-530-P019-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr made an emergency purchase in the amount of \$94,056.40 for the purchase of approximately 5,280 linear feet of discharge hose to pump flood waters and alleviate areas that were impacted by the June 2018 flood events.

Financial Consideration: 01-53000-9973 \$94,056.40

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 10/09/2018

Omar Anzaldua

Approved - 10/09/2018

Sandra Zamora

Approved - 10/11/2018

Karla Moya

Approved - 10/11/2018

City Management Office

Final Approval - 10/12/2018

CITY OF PHARR

POOLED CASH

P.O. BOX 1729

PHARR, TEXAS 78577



88-1168/1149

135421

135421

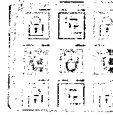
06/28/18

PAY TO THE ** XYLEM PUMP RENTAL & SALES **
ORDER OF

\$ ****94,056.40

---- NINETY FOUR THOUSAND FIFTY SIX & 40/100 DOLLARS ----

** XYLEM PUMP RENTAL & SALES **
2029 N LEXINGTON BLVD
CORPUS CHRISTI, TX 78409



VOID AFTER 90 DAYS

BY

FINANCE DIRECTOR

BY

CITY MANAGER

⑈135421⑈ ⑆114911687⑆ 25 5470 4⑈

CITY OF PHARR • POOLED CASH
P.O. BOX 1729 • PHARR, TEXAS 78577

135421

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
06/28/2018	400820654		G/L DISTRIBUTION	
			FLOODING EMERGENCY EQUIPMENT	94,056.40
		01 -53000-9973	460-90-VICTAULIC FITTINGS	91,636.40
		01 -53000-9973	460-90-HOSE WITH FITTING	1,420.00
		01 -53000-9973	460-90 INBOUND FREIGHT	1,000.00

Print Name: David MartinezSignature: [Signature]Date: 06-28-2018

135421

CHECK TOTAL

94,056.40

4373221801



Details on back.



*FLOOD EMERGENCY EQUIPMENT



P. O. BOX 1729 • PHARR, TEXAS 78577

PURCHASE REQUISITION



DATE June 22, 2018

P. O. # 172476 ✓

SELECTED VENDOR
Xylem Pump Rental & Sales 2029 N Lexington Blvd Corpus Christi, TX 78409 PHONE <u>(361) 879-0031</u> FAX

DEPARTMENT ENGINEERING

DIVISION ENGINEERING

ACCOUNT # 01-53000-9973

BUDGET BALANCE \$ Approved for Emergency

THIS PURCHASE \$ 94,056.40

BUDGET AFTER PURCHASE \$ _____

QUANTITY	DESCRIPTION OF MATERIAL	UNIT PRICE	TOTAL AMOUNT
460-90 8	12"x660" Polyurethane Hose w/ Victaulic Fittings.		
10	12" Victaulic Clamp Style 207		
1	Inbound Freight		
.FLOODING EMERGENCY EQUIPMENT Items delivered - EP State of ERR - Emergency 6/27/18 aug		TLGC 252.022 GE.(a)(1,2,3)	

Money Expected to be Received from FEMA as reimbursement.
6/27/18

REQUESTER Melissa Barr

DATE 06/22/2018

DEPARTMENT HEAD Omair Anzaldan

DATE 6/22/18

CITY MANAGER E. [Signature]

DATE 6-26-18

REQ.#: 172476 VENDOR: 01-79760 XYLEM PUMP RENTAL & SALES FLOOD EMERGENCY EQUIPMENT 172476

STATUS: NEW APPROVED BY: OMAR ANZALDUA ISSUED: 6/26/2018 RELEASE FLAG:
 DEPT: 01-528 ORDERED BY: OMAR ANZALDUA EST DEL: 6/26/2018 RECEIVE FLAG: N
 SHIP-TO: 19 ENGINEERING
 ATTN: O.ANZALDUA

P.O. DESCRIPTION: 400820654;FLOOD EMERGENCY EQUIPMENT - *Emergency Purchase*
 8 12'X660' POLYURETHANE HOSE W VICTAULIC FITTINGS
 10 12' VICTAULIC CLAMP STYLE 207
 1 INBOUND FREIGHT

INTERNAL NOTE: *EMERGENCY PURCHASE**
 EPR - EMERGENCY PURCHASE
 PENDING ITEMIZED QUOTE FROM VENDOR...6/27/18
 REVIEWED..6/27/18 CAROL
 STATE OF EMERGENCY; REQ APPROVED BY DCM & CM
 ITEMS DELIVERED P/OMAR ANZALDUA

Rec'd changed invoice 6/27/18 cy

					===== ORDERED =====		
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	53000-9973	STORM EVENT	VICTAULIC CLAMP 460-90	10.000	142.0000	1,420.00
2	01	53000-9973	STORM EVENT	HOSE AND FITTINGS 460-90	8.000	11454.5500	91,636.40
3	01	53000-9973	STORM EVENT	FREIGHT 460-90	1.000	1000.0000	1,000.00
					TOTAL ORDERED		94,056.40

P.O. SUBTOTALS BY G/L ACCOUNT	ACCOUNT	NAME	LINES	AMOUNT
01	53000-9973	STORM EVENT	3	94,056.40
** TOTALS **			3	94,056.40

P.O. TOTALS BY MONTH	FUND	MONTH	ITEMS	AMOUNT
	01	6/2018	3	94,056.40
	** TOTALS **		3	94,056.40
P.O. TOTALS BY DEPARTMENT	DEPARTMENT		PO'S	AMOUNT
	01-528		1	94,056.40
	** TOTALS **		1	94,056.40
P.O. TOTALS BY STATUS	NEW		PO'S	AMOUNT
	OUTSTANDING		1	94,056.40
			0	0.00
	** TOTALS **		1	94,056.40
TOTAL SUSPENDED PO'S	SUSPENDED		PO'S	AMOUNT
			0	0.00



Sold by:

Invoice

Branch 021
2029 North Lexington Blvd.
Corpus Christi, TX 78409
Tel: 361-879-0031
Fax: 361-879-0044

Remit to: Xylem Dewatering Solutions, Inc.
28611 Network Place
Chicago, IL 60673-1286
Phone: 856-467-3636

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City of Pharr
PO Box 1729
Pharr, TX 78577-1729

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City of Pharr
1015 East Ferguson Ave
Pharr, TX 78577-5623

Cust. No.	Invoice Date	Invoice No.
00104124	06-26-2018	400820654

Page 1 of 1

Customer PO	Ordered By	Contract Date	Date Shipped	Sale Contract #	Sales Representative		Order Taken By	Payment Terms
172476	Mr Omar Anzaldua	06-22-2018	06-22-2018	221006403	Jonathan Cantu		Jonathan Cantu	Net 30
ITEM	DESCRIPTION			QTY ORDERED	QTY SHIPPED	QTY B/O'd	SELL PRICE	EXTENDED SELL
MSVC120VC002	12" Victaulic Clamp Style Z07			10	10	0	142.00	1,420.00
HSHP120660VCN	12" x 660' Polyurethane Hose with Victaulic Fittings			8	8	0	11,454.55	91,636.40
FDELIVERYFRT021	Inbound Freight			1	1	0	1,000.00	1,000.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Merchandise	Labor	Shipping	Misc. Charges	Taxes
\$ 93,056.40	\$ 0.00	\$ 1,000.00	\$ 0.00	\$ 0.00

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice **\$ 94,056.40**

City of Pharr

PURCHASE ORDER # 172476

6/26/2018

SHIP TO:

ENGINEERING

O.ANZALDUA

ISSUED TO:

VEND #: 01-79760 REQ #172476
XYLEM PUMP RENTAL & SALES
2029 N LEXINGTON BLVD
CORPUS CHRISTI, TX 78409

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
10.00	VICTAULIC CLAMP	01 -53000-9973	STORM EVENT	142.00	1,420.00
8.00	HOSE AND FITTINGS	01 -53000-9973	STORM EVENT	11,454.55	91,636.40
1.00	FREIGHT	01 -53000-9973	STORM EVENT	1,000.00	1,000.00

400820654;FLOOD EMERGENCY EQUIPMENT-EMERGENCY
PURCHASE

8 12'X660' POLYURETHANE HOSE W VICTAULIC FITTINGS

10 12' VICTAULIC CLAMP STYLE 207

1 INBOUND FREIGHT

ASAP, PROCESSED THRU THE DAILY RUNS. VG 6/28/18

*** TOTAL *** 94,056.40

ORDERED BY : OMAR ANZALDUA

APPROVED BY: OMAR ANZALDUA

P.O. TOTALS BY G/L ACCOUNT

YEAR	ACCOUNT	NAME	PO'S	AMOUNT	=====LINE ITEM=====	=====GROUP BUDGET=====
					ANNUAL BUDGET	ANNUAL BUDGET
					BUDGET AVAILABLE	BUDGET AVAILABLE
					OVER BUDG	OVER BUDG
2017-2018	01 53000-9973	STORM EVENT	1	94,056.40	0	94,056.40- Y
** 17-18 YEAR TOTALS **				94,056.40		

** ERROR SECTION **

REQUISITION #	P. O. #	MESSAGE	OTHER INFO
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1 WARNING(S)
NO ERROR(S)



Sold by:

Invoice
Branch 021
 2029 North Lexington Blvd.
 Corpus Christi, TX 78409
 Tel: 361-879-0031
 Fax: 361-879-0044

Remit to: Xylem Dewatering Solutions, Inc.
 28611 Network Place
 Chicago, IL 60673-1286
 Phone: 856-467-3636

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City of Pharr
 PO Box 1729
 Pharr, TX 78577-1729

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City of Pharr
 1015 East Ferguson Ave
 Pharr, TX 78577-5623

Cust. No.	Invoice Date	Invoice No.
00104124	06-26-2018	400820654

Page 1 of 1

Customer PO	Ordered By	Contract Date	Date Shipped	Sale Contract #	Sales Representative	Order Taken By	Payment Terms	
172476	Mr Omar Anzaldua	06-22-2018	06-22-2018	221006403	Jonathan Cantu	Jonathan Cantu	Net 30	
ITEM	DESCRIPTION			QTY ORDERED	QTY SHIPPED	QTY B/O'd	SELL PRICE	EXTENDED SELL
MSVC120VC002	12" Victaulic Clamp Style Z07			10	10	0	142.00	1,420.00
HSHP120660VCN	12" x 660' Polyurethane Hose with Victaulic Fittings			8	8	0	11,454.55	91,636.40
FDELIVERYFRT021	Inbound Freight			1	1	0	1,000.00	1,000.00

ALL PAST DUE INVOICES ARE SUBJECT TO
 1 1/2% PER MONTH SERVICE CHARGE

Merchandise	Labor	Shipping	Misc. Charges	Taxes
\$ 93,056.40	\$ 0.00	\$ 1,000.00	\$ 0.00	\$ 0.00

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice	\$ 94,056.40
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Carolina Quintanilla

From: Saenz, Javier - Xylem <Javier.Saenz@xyleminc.com>
Sent: Wednesday, June 27, 2018 4:23 PM
To: carolina.quintanilla@pharr-tx.gov
Cc: Cantu, Jonathan - Xylem; Saenz, Javier - Xylem
Subject: City of Pharr SQ 121009858
Attachments: resultprint-358172772933456812.pdf; CITY OF PHARR CD300 - RQ 121009857.pdf

Thank you for your interest in Godwin Pumps, a Xylem Brand. We look forward to serving you with high quality equipment and excellent Customer Service.

Jonathan Cantu
Sales Representative
Dewatering Solutions
2029 N Lexington Blvd.
Corpus Christi, TX 78409, USA
O: +1.361.879.0031 C: +1.361.403.7201
jonathan.cantu@xyleminc.com



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June 22, 2018

Mr Omar Anzaldua
City of Pharr
PO Box 1729
Pharr, TX 78577-1729

Phone: 956-540-9122
Email: omar.anzaldua@pharr-tx.gov

**RE: 12" X 660' Victaulic
Sale Quotation 121009858**

Dear Mr Anzaldua:

Godwin Pumps, a Xylem Brand, is pleased to provide the following sale quotation for your review.

If, after review, you have any questions please give me a call. Thank you for your interest in Godwin Pumps of America's products and service.

Sincerely,



Jonathan Cantu
Outside Sales Representative

JC / jrs

SALE QUOTATION

ITEM	QTY	DESCRIPTION
A	8	12" x 660' Polyurethane Hose with Victaulic Fittings
B	10	12" Victaulic Clamp Style Z07
C	1	Inbound Freight
spoke w/ J.R. - Requested itemized quote w/ indiv. unit price + invoice - he might not have invoice today, prob until tomorrow - will email quote today - items were deleted 6/22/18 3:30 cu		
NET LUMP SUM SALE TOTAL		\$ 94,056.40

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.

Carolina Quintanilla

From: Maria Rangel <maria.rangel@pharr-tx.gov>
Sent: Friday, June 22, 2018 1:46 PM
To: 'Sandra Zamora'; 'Omar Anzaldua'
Cc: rita.galvan@pharr-tx.gov; carolina.quintanilla@pharr-tx.gov
Subject: RE: Emergency Equipment - PO's needed

Will prepare hard-copy and electronic copy.

Maria Rangel

From: Sandra Zamora [mailto:sandra.zamora@pharr-tx.gov]
Sent: Friday, June 22, 2018 1:39 PM
To: 'Omar Anzaldua'
Cc: 'Maria Rangel'; rita.galvan@pharr-tx.gov; carolina.quintanilla@pharr-tx.gov
Subject: Emergency Equipment - PO's needed

Omar,

Your staff needs to prepare the hard-copy and electronic copy (Incode) of the PO. You will need to enter/attach a justification note/memo to the Req/PO. Turn in same to Purchasing with an account # for approval and processing purposes. Were items approved by DCM or CM? Are the items here? Do you have invoices?

*Sandra Zamora, CPM,
Purchasing Director*



Pharr



*P.O. Box 1729
118 S. Cage Blvd.,
(2nd Floor)
Pharr, TX 78577*

*Purchasing Phone: (956) 402-4231
<http://pharr-tx.gov/BIDS/>*

Carolina Quintanilla

From: Sandra Zamora <sandra.zamora@pharr-tx.gov>
Sent: Friday, June 22, 2018 5:39 PM
To: 'Omar Anzaldua'; 'Ricardo Pedraza'; 'Melanie Cano'; jose.villescas@pharr-tx.gov
Cc: 'Maria Rangel'; carolina.quintanilla@pharr-tx.gov; 'Veronica Gutierrez'
Subject: FW: Expense Account for Storm Event

On your Req/PO submittals...please indicate that this is being processed under a state of emergency. (Account #01-53000-9973) issued by Finance.

The (3) price quote rule is not imposed on emergency situations. If cost is substantial be sure to advise upper management and Purchasing. All paperwork should be turned in as expediently as possible.

Thanks....

**Sandra Zamora, CPM,
Purchasing Director**



Pharr



**P.O. Box 1729
118 S. Cage Blvd.,
(2nd Floor)
Pharr, TX 78577**

**Purchasing Phone: (956) 402-4231
<http://pharr-tx.gov/BIDS/>**

From: Sandra Zamora <sandra.zamora@pharr-tx.gov>
Sent: Friday, June 22, 2018 5:32 PM
To: 'carolina.quintanilla@pharr-tx.gov' <carolina.quintanilla@pharr-tx.gov>; 'Veronica Gutierrez' <veronica.gutierrez@pharr-tx.gov>
Subject: FW: Expense Account for Storm Event

FYI - 01-53000-9973

**Sandra Zamora, CPM,
Purchasing Director**



Pharr



**P.O. Box 1729
118 S. Cage Blvd.,
(2nd Floor)
Pharr, TX 78577**

**Purchasing Phone: (956) 402-4231
<http://pharr-tx.gov/BIDS/>**

From: Carlos Montemayor <carlos.montemayor@pharr-tx.gov>

Sent: Friday, June 22, 2018 5:16 PM

To: 'Hilda Pedraza' <hilda.pedraza@pharr-tx.gov>; joe.luengo@pd.pharr-tx.gov; 'Lenny Perez' <lenny.perez@fd.pharr-tx.gov>; ricardo.pedraza@pharr-tx.gov; jose.villescas@pharr-tx.gov; 'Sergio Alanis' <sergio.alanis@pharr-tx.gov>; 'Sandra Zamora' <sandra.zamora@pharr-tx.gov>; rudymartinez@pharr-tx.gov; 'Jose Pena' <jose.pena@pharr-tx.gov>; 'Gary Rodriguez' <gary.rodriguez@pharr-tx.gov>; adolfo@pharr.lib.tx.us; daniel.ramirez@pharr-tx.gov; 'Anali Alanis' <anali.alanis@pharr-tx.gov>; 'Melanie Cano' <melanie.cano@pharr-tx.gov>; 'Omar Anzaldua' <omar.anzaldua@pharr-tx.gov>; 'Luis Bazan' <luis.bazan@pharr-tx.gov>

Cc: 'Karla Moya' <karla.moya@pharr-tx.gov>; 'Juan Guerra' <juan.guerra@pharr-tx.gov>; 'Edward Wylie' <ed.wylie@pharr-tx.gov>

Subject: Expense Account for Storm Event

Directors,

We have created an account in order to account for expenses related to the storm event from this past week. Please use this account for any purchases related to this event, (for example OT, shelter food, pump equipment rentals, etc). Please let us know if you have any questions.

Thank you,

Carlos Montemayor

Sr. Accountant | 118 S. Cage Blvd., 2nd floor Pharr, TX 78577 | ☎ 956-402-4150 ext. 1908 | 📠 fax 956-702-5318
|✉ Carlos.Montemayor@pharr-tx.gov | www.pharr-tx.gov



Carolina Quintanilla

From: Carolina Quintanilla <carolina.quintanilla@pharr-tx.gov>
Sent: Wednesday, June 27, 2018 11:37 AM
To: 'Maria Rangel'
Cc: 'Sandra Zamora'; 'Omar Anzaldua'
Subject: RE: Emergency Equipment - PO's needed
Attachments: REQ_PO 172476.pdf

Good morning Maria,

I received Requisition/PO #172476 in the amount of \$94,056.40 with DCM and CM approval. Were these items delivered?

Best Regards,

Carol Quintanilla, CTPM

Contract Compliance Officer/Buyer II

City of Pharr

Purchasing Department (2nd Floor)
P.O. Box 1729 | Pharr, TX 78577-1729
118 S. Cage Blvd. | Pharr, TX 78577
O: (956) 402-4150 Ext. 1198
F: (956) 702-5318

<http://pharr-tx.gov/bids/>



Pharr



From: Maria Rangel <maria.rangel@pharr-tx.gov>
Sent: Friday, June 22, 2018 1:46 PM
To: 'Sandra Zamora' <sandra.zamora@pharr-tx.gov>; 'Omar Anzaldua' <omar.anzaldua@pharr-tx.gov>
Cc: rita.galvan@pharr-tx.gov; carolina.quintanilla@pharr-tx.gov
Subject: RE: Emergency Equipment - PO's needed

Will prepare hard-copy and electronic copy.

Maria Rangel

From: Sandra Zamora [mailto:sandra.zamora@pharr-tx.gov]
Sent: Friday, June 22, 2018 1:39 PM
To: 'Omar Anzaldua'
Cc: 'Maria Rangel'; rita.galvan@pharr-tx.gov; carolina.quintanilla@pharr-tx.gov
Subject: Emergency Equipment - PO's needed

Omar,

Your staff needs to prepare the hard-copy and electronic copy (Incode) of the PO. You will need to enter/attach a justification note/memo to the Req/PO. Turn in same to Purchasing with an account # for approval and processing purposes. Were items approved by DCM or CM? Are the items here? Do you have invoices?

***Sandra Zamora, CPM,
Purchasing Director***



Pharr



***P.O. Box 1729
118 S. Cage Blvd.,
(2nd Floor)
Pharr, TX 78577***

***Purchasing Phone: (956) 402-4231
<http://pharr-tx.gov/BIDS/>***



2029 North Lexington Blvd.
Corpus Christi, TX 78409
Tel: 361-879-0031
Fax: 361-879-0044
www.godwinpumps.com

June 22, 2018

Mr Omar Anzaldua
City of Pharr
PO Box 1729
Pharr, TX 78577-1729

Phone: 956-540-9122
Email: omar.anzaldua@pharr-tx.gov

**RE: 12" X 660' Victaulic
Sale Quotation 121009858**

Dear Mr Anzaldua:

Godwin Pumps, a Xylem Brand, is pleased to provide the following sale quotation for your review.

If, after review, you have any questions please give me a call. Thank you for your interest in Godwin Pumps of America's products and service.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Cantu".

Jonathan Cantu
Outside Sales Representative

JC / jrs

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • (856) 467-3636 • (856) 467-4841

June 22, 2018
City of Pharr
Attention: Mr Omar Anzaldua
Sale Quotation # 121009858
Page 2 of 2

2029 North Lexington Blvd.
Corpus Christi, TX 78409
Tel: 361-879-0031



SALE QUOTATION

ITEM	QTY	DESCRIPTION
A	8	12" x 660' Polyurethane Hose with Victaulic Fittings
B	10	12" Victaulic Clamp Style Z07
C	1	Inbound Freight
NET LUMP SUM SALE TOTAL		\$ 94,056.40

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.

Carolina Quintanilla

From: Omar Anzaldua <omar.anzaldua@pharr-tx.gov>
Sent: Wednesday, June 27, 2018 2:21 PM
To: 'Carolina Quintanilla'; 'Maria Rangel'
Cc: 'Sandra Zamora'
Subject: RE: Emergency Equipment - PO's needed

Yes. We need check cut as soon as possible.

Thanks,

Omar Anzaldua Jr., PE, CFM, PMP, CCM
City Engineer
City of Pharr
118 S. Cage Blvd. 1st Floor
Pharr, Texas 78577
956-402-4000, ext 1414
www.pharr-tx.gov



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SENT VIA -- GW1.PHARR-TX.GOV -- CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto,

Maria Rangel

From: Sandra Zamora [<mailto:sandra.zamora@pharr-tx.gov>]
Sent: Friday, June 22, 2018 1:39 PM
To: 'Omar Anzaldua'
Cc: 'Maria Rangel'; rita.galvan@pharr-tx.gov; carolina.quintanilla@pharr-tx.gov
Subject: Emergency Equipment - PO's needed

Omar,

Your staff needs to prepare the hard-copy and electronic copy (Incode) of the PO. You will need to enter/attach a justification note/memo to the Req/PO. Turn in same to Purchasing with an account # for approval and processing purposes. Were items approved by DCM or CM? Are the items here? Do you have invoices?

*Sandra Zamora, CPM,
Purchasing Director*



Pharr



*P.O. Box 1729
118 S. Cage Blvd.,
(2nd Floor)
Pharr, TX 78577*

*Purchasing Phone: (956) 402-4231
<http://pharr-tx.gov/BIDS/>*

Carolina Quintanilla

From: Sandra Zamora <sandra.zamora@pharr-tx.gov>
Sent: Friday, June 22, 2018 1:39 PM
To: 'Omar Anzaldua'
Cc: 'Maria Rangel'; rita.galvan@pharr-tx.gov; carolina.quintanilla@pharr-tx.gov
Subject: Emergency Equipment - PO's needed
Attachments: Fwd: CITY OF PHARR CD300 - RQ 121009857 (140 KB); Fwd: City of Pharr 12 X 660 Vic Hose - SQ 121009858 (88.6 KB)

Omar,

Your staff needs to prepare the hard-copy and electronic copy (Incode) of the PO. You will need to enter/attach a justification note/memo to the Req/PO. Turn in same to Purchasing with an account # for approval and processing purposes. Were items approved by DCM or CM? Are the items here? Do you have invoices?

*Sandra Zamora, CPM,
Purchasing Director*



Pharr



*P.O. Box 1729
118 S. Cage Blvd.,
(2nd Floor)
Pharr, TX 78577*

*Purchasing Phone: (956) 402-4231
<http://pharr-tx.gov/BIDS/>*

Carolina Quintanilla

From: Omar Anzaldua <omar.anzaldua@pharr-tx.gov>
Sent: Friday, June 22, 2018 12:28 PM
To: Sandra Zamora
Subject: Fwd: City of Pharr 12 X 660 Vic Hose - SQ 121009858
Attachments: image001.png; Untitled attachment 01897.htm; City of Pharr 12 X 660 Vic Hose - SQ 121009858.pdf; Untitled attachment 01900.htm

Sandra,

Please create P.O. for this invoice

Sent from my iPhone

Begin forwarded message:

From: "Saenz, Javier - Xylem" <Javier.Saenz@xyleminc.com>
Date: June 22, 2018 at 12:22:04 PM CDT
To: "omar.anzaldua@pharr-tx.gov" <omar.anzaldua@pharr-tx.gov>
Cc: "Ladewig, David - Xylem" <david.ladewig@Xyleminc.com>, "Cantu, Jonathan - Xylem" <Jonathan.Cantu@Xyleminc.com>, "Saenz, Javier - Xylem" <Javier.Saenz@xyleminc.com>
Subject: City of Pharr 12 X 660 Vic Hose - SQ 121009858

Thank you for your interest in Godwin Pumps, a Xylem Brand. We look forward to serving you with high quality equipment and excellent Customer Service.

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jonathan.cantu@xyleminc.com



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: October 2, 2018

MEETING DATE: October 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-55 relating to the number of authorized civil service positions within the Fire and Police Department. *(2nd Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: No changes on the Police Department authorized strength.

Changes in the Fire Department authorized strength:

Rank of Firefighter has been decreased by 5, new total is 32.

Rank of Engineer has been increased by 3, new total is 17.

Rank of Lieutenant/Asst. Fire Marshal has been increased by 2, new total is 14.

Issue: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service positions in certain specified ranks to better serve the needs of the citizens of the City.

Financial Consideration: Positions have been budgeted and approved via the budget process.

Staff Recommendation: Staff recommends approval of updated Ordinance.

Alternatives:

ROUTING:

Hilda Pedraza

Anali Alanis

Patricia Rigney

Karla Moya

Created/Initiated - 10/02/2018

Approved - 10/02/2018

Approved - 10/04/2018

Approved - 10/04/2018

City Management Office

Final Approval - 10/11/2018

ORDINANCE NO.

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2017 -55 OF
THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX,
FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY
INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT
CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND
VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE
DATE**

**BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF
PHARR, TEXAS AS FOLLOWS:**

SECTION 1: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

SECTION 2: Therefore, the Code of Ordinance of the City of Pharr, Article IX, Firefighters and Police Officers Civil Service Ordinance is hereby amended to provide for the following modifications to the number of authorized and budgeted positions in the existing rank structure of the City Fire Department and City Police Department as follows:

1) an increase in the Police Department authorized strength, new total is as follows:

Police Department			
	Current Positions	Increase By	New Total
Police Officer	113	0	113
Sergeant	16	0	16
Lieutenant	6	0	6
Assistant Chief	2	0	2
Police Chief	1	0	1

2) an increase in the Fire Department authorized strength, new total is as follows:

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	37	-5	32
Engineer	14	3	17
Lieutenant/Asst. Fire Marshal	12	2	14
Deputy Chief/Fire Marshal	3	0	3
Assistant Chief	1	0	1
Fire Chief	1	0	1

3) any vacancies created are to be filled by civil service procedures;

SECTION 3: The foregoing modifications to the number of authorized positions are hereby made so as to better serve the interests of the department and public and in keeping with the fiscal and administrative efficiency of the City of Pharr, Texas.

SECTION 4: The foregoing modifications made to the number of authorized positions at the rank of Firefighter will be effective only **after** the new positions of Engineer and Lieutenant/Asst. Fire Marshal are filled.

SECTION 5: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 6: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

SECTION 7: This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 1st day of OCTOBER, 2018.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, City Clerk

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2018.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, City Clerk

**PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF
CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of
_____, 2018.**

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: October 2, 2018

MEETING DATE: October 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action if any, on Ordinance creating an annual registration and inspection process for multi-family dwellings. *(2nd Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr has identified that there are several multi-family dwelling units that are in substandard condition. In order to protect the health, safety and welfare of the residents, the Board of Commissioners desires to implement an annual registration program for multi-family dwelling units. The City of Pharr has a significant interest in ensuring that rental housing remains a safe and desirable housing option for its citizens.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 10/02/2018
Approved - 10/11/2018
Approved - 10/11/2018
Final Approval - 10/12/2018

ORDINANCE NO. 2018-_____

AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 22, “BUILDINGS AND BUILDING REGULATIONS”, OF THE CODE OF ORDINANCES, AND ADOPTING THE ANNUAL REGISTRATION AND INSPECTION FOR MULTI-FAMILY DWELLINGS ORDINANCE; TO ADD DEFINITIONS; TO ADD REQUIREMENTS RELATED TO A CERTIFICATE OF OCCUPANCY; TO ALLOW THE BOARD OF COMMISSIONERS TO SET THE FEES AND TO PROVIDE FOR PERIODIC INSPECTIONS AND REINSPECTION FEES; TO REQUIRE INSPECTIONS BY THE LANDLORD AND TENANT; TO ADD LANGUAGE REGARDING THE PROBATIONARY STATUS, SUSPENSION OR REVOCATION OF REGISTRATION; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pharr desires to comply with all state and local laws in establishing annual registration and inspections for multi-family dwellings that will further the public’s safety and welfare.

WHEREAS, the City Commission recognizes that the preservation of existing rental housing units is of tremendous importance.

WHEREAS, the City of Pharr is currently under the 2012 International Property Maintenance Code (IPMC) to include the most current International Codes promulgated by the International Code Council, Inc. to include all appendices and addendums adopted by the City; and

WHEREAS, the standards and requirements has been deemed necessary and appropriate for multi-family dwellings; and

WHEREAS, the City Commission of the City of Pharr desires to adopt an ordinance implementing annual registrations and inspections for multi-family dwellings.

SECTION 1: TITLE

This section, under Article VII. Housing Code, shall be known as:

Sec. 22-385 “Annual Registration and Inspection for Multi-Family Dwellings”

SECTION 2: PURPOSE

The purpose of this Chapter is to establish periodic, systematic inspection of rental housing within the City of Pharr, to protect the health and safety of the public, prevent blight, and preserve property values.

Sec. 22-386 – Definitions.

Apartment shall mean a room or suite of rooms within an apartment house arranged, intended or designed for a place of residence of a single family or group of individual living together as a single housekeeping unit and who do their cooking therein. (See “dwelling unit”)

Apartment house or building shall mean an apartment house which furnishes for the use of its tenants services ordinarily furnished by hotel, but the privileges of which are not primarily available to the public.

Dwelling unit shall mean any building or portion thereof which is designed for or used primarily for residential occupancy for the purpose of human habitation, but not including hotels, boardinghouses or mobile homes, trailers, motor coaches or other recreational vehicles.

- a. *Single Family*: A building designed for and/or occupied exclusively by one family as a separate dwelling unit.
- b. *Duplex*: A building designed and/or occupied exclusively by two families living independently of each other
- c. *Triplex*: A building designed for and/or occupied exclusively by three families living independently of each other.
- d. *Fourplex*: A building designed for and/or occupied exclusively by four families living independently of each other.
- e. *Multiple*: A building designed for and/or occupied exclusively by five or more families living independently of each other.

Improper shall mean not approved, inadequate, deteriorated, defective, insufficient or not good working order.

Family shall mean one or more persons who are related by blood, adoption or marriage, living together and occupying a single housekeeping unit with single kitchen facilities, or a group of not more than five (excluding servants) living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities, on a nonprofit, cost-sharing basis.

Landlord shall mean owner or lessor, and additionally includes management company or managing agent, including on-site manager, of a multi-family complex.

Nuisance shall mean any of the following:

- 1) Any attractive hazard which may prove detrimental to minors whether in a building, on the premises of a building or upon an occupied lot. This includes, but is not limited to, any abandoned wells, shafts, basements, septic tanks, or excavations; abandoned refrigerators or motor vehicles; or any structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation which may prove to be a hazard for inquisitive minors.
- 2) Whatever is dangerous to human life or is detrimental to health, safety and welfare.
- 3) Overcrowding a room with occupants.
- 4) Insufficient ventilation or illumination.
- 5) Inadequate or unsanitary sewerage or plumbing facilities.
- 6) General uncleanness.
- 7) Whatever renders air, food, or drink unwholesome or detrimental to the health, safety and welfare of human beings.
- 8) An abandoned structure, basin chamber, pool or tank located indoors or outdoors containing an artificial body of water intended to be used for swimming, diving or recreational bathing, including spas, or hot tubs, which becomes unfit to be used for the purpose intended.

Occupant shall mean any person living or sleeping in a building, or having possession of a space within a building.

Operating condition shall mean free of leaks, safe, sanitary and in good working order.

Premises shall mean a lot, tract or parcel of real property, including any buildings or structures on the land.

Property Manager shall mean a person who, for any form of consideration, has managing control of a premise and that is primarily responsible for leasing and collecting the rents for any multi-unit complex and in charge of the complex

Violation categories are deemed violations by the Building Official and are defined as follows:

- a. Life safety violation – a violation of the maintenance code, health code, fire code, or building code that represents an imminent threat of death or injury to persons on the premises of a single-family or multi-family dwelling.
- b. Critical violation – a minimum housing standard violation or a health code violation that is capable of causing or contributing to injury or illness of occupants.
- c. Non-critical violation – a minimum housing standard or minor health code violation that;

- i. Represents defects, damage, or deterioration in or on a structure; or
- ii. Creates a decrease in general sanitation or hygiene.

Sec. 22-387 – Certificate of Occupancy for Multi-Family Dwellings.

- a) It shall be unlawful for any person to lease or rent space in a multi-family complex without a current and valid Certificate of Occupancy having been issued for said multi-family complex. A separate certification will be required for each separate location.
- b) In the absence of a valid certificate of occupancy, no unit may be leased.
- c) The owner shall file with the Building Official a written application for a certificate of occupancy, on the form provide for that purpose, signed by owner. Should an applicant own dwellings at more than one (1) location, a separate application shall be filed for each location. A multi-family complex license is not assignable or transferable. If the property owner in whose name the permit is issued transfers ownership of the property utilized by the Certificate of Occupancy, the permit is automatically canceled. A new certificate of occupancy must be obtained within thirty (30) days after the change of ownership or revocation in order to continue operating. If a certificate of occupancy is not obtained for all buildings in the complex within thirty (30) days the case will be forwarded to Municipal Court and may order that the building be vacated until such times as a certificate of occupancy is issued.
- d) The application shall be on a form prescribed by the Building Official, and shall at a minimum contain the following information about the complex:
 - 1) The trade name, physical address and business address;
 - 2) The names, addresses and telephone numbers of the owner(s), property manager, resident manager, registered agent, and the type of business entity which owns the complex;
 - 3) The names and physical address of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during any twenty-four hour period. Emergency conditions shall include fire, natural disaster, flood, burst pipes, collapse hazard and violent crime. A post office box shall not suffice for the address requirements of this subsection;
 - 4) A copy of a site plan depicting the total number of all buildings within the complex, including a description of the use of each building and the location of each building within the complex;
 - 5) The total number of dwelling units;
 - 6) The number of dwelling units per category, with the categories based on the number of sleeping rooms in a unit;

- 7) If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust, the name and physical address of any of the following:
 - a) For a corporation, a corporate officer;
 - b) For a partnership, a general partner;
 - c) For a limited liability partnership, the managing or administrative member;
 - d) For a limited partnership; a general partner;
 - e) For a limited liability partnership, a general partner;
 - f) For a trust, a trustee;
 - g) For a real estate investment trust, a general partner or an officer; or
 - h) For any other legal entity not named above, a duly authorized agent;
- 8) If the property is owned by a person, or an entity located outside the State of Texas, the owner shall designate a registered agent, in the State of Texas, who will accept legal service on behalf of the owner and provide a physical address of that agent.
- 9) If any change in the information required by this section occurs, the owner shall notify the Director of Development Services or designee within thirty (30) days of the change, in a manner prescribed by the building official.
- 10) Present evidence that the multi-family complex has been sprayed and treated for insects, rodents, and vermin, within the preceding six (6) months by a person licensed under the Texas Structural Pest Control Act.
- 11) Upon request, official rental records shall be made available to the inspector, including but not limited to, lease agreements and other records which indicate the number of occupants per apartment unit. Also made available upon request a log of all repairs and replacement costing more than two hundred dollars (\$200.00) made to the complex.
- 12) A license issued pursuant to this article shall be posted and displayed in the multi-family dwelling office or a conspicuous place to which occupants have access, and shall not be removed except by the building official.

Sec. 22-388 – Annual registration certificate and fees.

The landlord of a multi-family dwelling complex shall annually register the complex with the building official and pay the city fee of \$50.00 to offset the city's cost of administration, registration and inspection.

- a) The annual occupancy licensing shall be provided for multi-family complex with two (2) or more units. In addition, there will be an annual inspection fee of twenty dollars (\$20.00) per unit.
- b) The unit inspection fees shall be due and payable to the City of Pharr Building Safety Division on or before the expiration date of the license.
- c) A late fee of \$5.00 of the annual license fee is due for each month the payments of the annual fee is delinquent.
- d) A replacement license may be issued for lost, destroyed, or mutilated licenses upon application of the form provided by the administrator for a fee of ten dollars (\$10.00).
- e) If a change of ownership of the complex occurs during the period that a registration is otherwise valid, the Landlord of the complex shall have thirty (30) days from the date the change of ownership occurred to file a new registration with the building official and pay a new registration fee.
- f) The fee requirements described above shall not include a dwelling unit on a college, university, or seminary occupied by a student and the student's family and in which the dwelling unit is owned by the respective college, university, or seminary.
- g) Exemption: A multi-family dwelling complex whose original construction was completed on or after January 1, shall be exempt from the director's periodic inspection for one (1) year from the date the original certificate of occupancy was issued for the complex. However, an inspection of the complex shall be triggered during the exemption period if:
 - 1. Ownership of the complex changes, in which case an inspection shall be made; or
 - 2. The director receives a valid complaint of, or otherwise becomes aware of, a violation at the complex.

Sec. 22-389 – Owner responsibilities – Minimum standards.

- a) The owner shall present evidence that the multi-unit complex has been sprayed and treated for insects, rodents, and vermin, within the preceding six (6) months by a person licensed under the Texas Structural Pest Control Act.
- b) An owner shall:
 - 1. Provide adequate number of solid waste receptacles or containers on the premises, and provide adequate removal services.

2. Keep the doors and windows of a vacant structure or dwelling unit properly secured, in order to prevent unauthorized entry.
3. Not store junk, junked or wrecked vehicle or parts thereof on the premises.
4. The owner must also certify that all dwelling units are equipped with a smoke detector that complies with the applicable state law at the time of leasing unit.
5. All apartment complexes shall have functioning interior and exterior lighting in all areas accessible to the general public including, but not limited to, common areas and parking lots.
6. Emergency numbers. The names of designated employees or other authorized persons who shall be assigned to respond to emergency conditions, and a telephone number where said employees can be contracted during any twenty-four hour period. The sign shall be prominently displayed in exterior, publicly accessible areas of the complex. If the complex has an on-site management office, one (1) sign shall be posted on the exterior of the office.

Sec. 22-390 – Substandard premises.

A premise is considered substandard under this article if any one or more, in any combination, of the following conditions exist on the premises:

1) Inadequate sanitation.

- a. Lack of a bathroom or the existence of an improper bathroom.
- b. Lack of or an improper kitchen.
- c. Lack of hot and cold running water to plumbing fixtures.
- d. Lack of or improper required heating, mechanical ventilation or electric facilities.
- e. Lack of or improper space or floor area.
- f. Lack of required electrical lighting.
- g. Dampness of habitable space.
- h. Infestation of insects, vermin or rodents.
- i. The existence of dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.
- j. Lack of or improper connection to required sewage disposal.
- k. Lack of or improper garbage and rubbish storage and removal facilities.

- I. Lack of or improper drainage, so as to prevent standing or stagnant water on the premises.

2) Structural hazards

- a. Improper foundations.
- b. Improper flooring or floor supports.
- c. Flooring or floor supports of insufficient size to carry imposed loads safely.
- d. Members of walls, partitions or other vertical supports that split, lean, list, or buckle due to defective material, deterioration, or improper construction.
- e. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads safely.
- f. Members of ceilings, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads safely.
- g. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material, deterioration, or improper construction.
- h. Fireplaces or chimneys which list, bulge, or settle due to defective material, deterioration, or improper construction.
- i. Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads safely.
- j. Lack of or improper required railings, stairs, steps and balconies.

Sec. 22-391 – Utility standards.

The owner shall:

- a. Provide and maintain, in operating condition, connections to discharge sewage from a structure of land into a public sewer system when available.
- b. Provide and maintain a supply of hot water of a constraint minimum temperature of one hundred ten degrees Fahrenheit (110F), within each dwelling unit.
- c. Provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures and comply with the electrical code of the City of Pharr, as it now exists or may hereinafter be amended.
- d. Maintain all electrical, plumbing, heat and other facilities supplied by the owner in a good working condition at all times.

- e. If a fixed air conditioning system is furnished, it must be designed to cool to a twenty-degree differential between inside and outside temperatures, or at least seventy-eight (78) degrees Fahrenheit. If mechanical air conditioning is not supplied, there shall be insect screens attached to all windows and doors as provided in Section 304.14 of the International Property Maintenance Code.

Sec. 22-392 – Interruption of utilities.

- a) A landlord or a landlord's agent may not interrupt or cause the interruption of utility service, whether paid by the landlord or the tenant unless the interruption results from bona fide repairs, construction, or an emergency.

Sec. 22-393 – Inspections

- a) Application for the operation of a multi-family dwelling license constitutes consent for the City to inspect individual dwelling unit to determine compliance with this article. For the purpose of ascertaining whether violations exist, the building official, or duly authorized designee, is authorized to inspect at reasonable times:
 - 1. The exterior of the structure;
 - 2. The interior and exterior of vacant multi-family units;
 - 3. The interior of occupied multi-family units if permission is granted by the occupant; or
 - 4. Enter, using the license or permit holder's authority, to inspect the license or permit holder's property (after allowing the license or permit holder to provide a 24 hour notice of inspection to the tenant).
 - 5. Occupied dwelling units upon receipt of complaint by the unit's tenant during a periodic inspection.
- b) The inspector also had the right to inspect all portions of the premises and structures located on the premises that are not dwelling units. These include all storage areas, community buildings, swimming pools, athletic facilities, equipment rooms, and other facilities that are not constructed as dwelling units. The inspector has the right to inspect whenever necessary.
- c) Whenever necessary to make an inspection to enforce any provision of this code, whether the building official or his/her authorized designee has reasonable cause to believe that there exists in any building in or upon premises any substandard condition or code violation, he shall first present proper credentials and request entry. If such buildings are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building. If such entry is refused, or if the owner or other person having charge or control of the premises cannot be found, then

the inspector or building official shall have recourse to every remedy provided by law to gain entry, as through an inspection warrant.

- d) The City shall inspect a representative sample, as determined by the City, of those individual dwelling units specified in the most recent multi-family license application. When a representative sample reveals that greater than ten percent of inspected dwelling units are substandard, the City may perform a comprehensive premises inspection to determine compliance with this article.

Sec. 22-394 – Occupancy limits.

A landlord shall not permit a dwelling unit within the complex to be occupied by other than a family, as that term is defined within this code, and shall not permit the number of person occupying a dwelling unit to exceed the occupancy load of the unit based on the standards set in the most recent International Building Code adopted by the City of Pharr.

Sec. 22-395 – Violations; notices; penalties.

- a) It shall be unlawful for any person to:
 - 1. Remove or destroy a placard placed by the building official or designee;
 - 2. Occupy a vacant structure or dwelling unit on which the building official or designee has not placed a placard;
 - 3. Authorize, as owner or property manager, a person to occupy a vacant structure or dwelling unit on which the administrator has not placed a placard;
 - 4. Knowingly violate any provision of this chapter, or to fail to correct any violation after notification by building official or designee; or
 - 5. Not obtain the necessary permits for repairs and replacements as may be required by the ordinances of the City of Pharr.

Sec. 22-396 – Disconnection of utilities and placarding.

- a) The building official or designee may authorize the disconnection of utility service to any unit deemed unfit for human habitation. The building official or designee may place, or cause to be placed, a placard on a structure or dwelling unit that is deemed to be in an unsafe or unsanitary or dangerous condition.
- b) In the event a dwelling unit is deemed unsafe, the administrator shall give the owner or manager a statement of the particulars which make the dwelling unit a dangerous dwelling unit, and an order requiring the same to be put in such condition as to comply within a specified time with the terms of this chapter.
- c) In additions, the building official or designee may place a placard notice on all dwelling which are determined to be dangerous dwelling units which shall read as follows:

Date _____ / _____ / _____ Case # _____

WARNING – THIS STRUCTURE HAS BEEN FOUND TO BE A DANGEROUS DWELLING UNIT OR UNSAFE EQUIPMENT OR UNFIT FOR HABITATION BY THE BUILDING OFFICIAL OR HIS DESIGNATED REPRESENTATIVE. THE DWELLING UNIT IS TO BE VACATED IMMEDIATELY. THIS NOTICE IS TO REMAIN ON THIS BUILDING UNTIL IT IS REPAIRED OR DEMOLISHED IN ACCORDANCE WITH THE NOTICE WHICH HAS BEEN GIVEN THE OWNER, OCCUPANT, LESSEE, MORTGAGEE, OR AGENT OF THIS DWELLING UNIT AND ALL OTHER PERSONS HAVING INTEREST IN SAID DWELLING UNIT AS SHOWN BY THE DEED RECORDS IN OFFICE OF THE HIDALGO COUNTY CLERK. IT IS UNLAWFUL TO REMOVE THIS PLACARD UNTIL SUCH NOTICE HAS BEEN FULLY COMPLIED WITH (PENALTY = \$500).

- d) That statement and placard notice shall also be given to the occupant, lessee, mortgagee, and all other persons having an interest in such dwelling unit as shown by the city's tax roll or the deed records of the county clerk, stating that:
 - 1. The owner or landlord shall vacate, or cause the dwelling unit to be vacated, immediately and not rented until all violations are corrected; or
 - 2. The owner or landlord shall repair or demolish the dwelling unit.
- e) If the owner of the property resides outside of Texas, the city may give notice to the multi-unit complex manager. In the event the city provides notice to the complex manager, such notice shall be deemed to be given to the owner. The owner shall be responsible for corrections of the violations identified in the notice provided to either the owner or the manager on the owner's behalf.
- f) If a deficiency is not corrected, the Director of Development Services or designee may revoke the occupancy license as to the dwelling unit.

Sec. 22-397 – Penalty for violations and re-inspection fees.

- a) Every person, firm, or corporation who shall violate any provision of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine. Each day that a violation exists shall be deemed a separate offense.
- b) In the event any of the violations require a re-inspection, then a re-inspection fee of seventy-five dollars (\$75.00) shall be paid prior to the re-inspection.
- c) Suspension of license. A multi-family license may be temporarily suspended by the City for:
 - 1. Repeated failure of the license holder to comply with the requirements of this article;

2. For possessing one or more substandard units that have been substandard for greater than 60 days; or
 3. For possessing a multi-family dwelling that represents an imminent threat to occupants. The license holder shall be notified in writing that the license is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided, if a written request for a hearing is provided to the City by the license holder.
- d) Reinstatement of suspended license. Any person whose license has been suspended may, at any time, make written application for a re-inspection for the purpose of reinstating the license. Within ten (10) days following receipt of a request, which shall include a statement signed by the applicant that in the applicant's opinion, all of the violations that caused suspension of the license have been corrected, the City shall make a re-inspection. Upon re-inspection, if all life safety, critical, and noncritical violations have been corrected, the license shall be reinstated.
 - e) Revocation of license. For serious or repeated violations of any of the requirements of this article, or for interference with the City or any of his/hers agents in the performance of their duties, the multi-family dwelling license may be permanently revoked after the City has provided an opportunity for a hearing. Prior to such action, the City shall notify the holder of the license, in writing, stating the reasons for which the license is subject to revocation and advising that the license shall be permanently revoked at the end of ten (10) days from the service of such notice unless a request for a hearing is filed with the City, by the license holder, within such ten (10) day period. A license shall be suspended for cause pending its revocation or a hearing relative thereto.
 - f) Hearings. The City Manager shall assign one or more hearings officer(s) to conduct hearings provided for in this section at a time and place designated by the hearings officer(s). Based on the record of such hearing, the hearings officer(s) shall make a finding and shall sustain, modify or rescind any official notice or order to be considered in the hearing. A written report of the hearing decision shall be furnished to the license holder by the City.
 - g) Appeals. Appeals may be made to the Building and Standards Commission.

Sec. 22-398 – Notices.

All notices required to be given to the City shall be given to the Director of Development Services or designee.

Sec. 22-399 – Landlord/tenant.

The terms of this article shall not be construed to alter the terms of any lease or other agreement between landlord and tenant or others relating to property that is the subject of the chapter; provided that no provision of any lease or other agreement shall be construed to excuse the compliance with this article by any person. It is the intent of this article to identify the

parties that the city will hold responsible for compliance with and violations of this article rather than to determine the rights and liabilities of persons under agreements to which the city is not a party.

Sec. 22-400 — 22-411. - Reserved.

SECTION 3 – SEVERABILITY

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

SECTION 4 – APPLICABILITY

Unless expressly exempted by this ordinance, the provisions of this chapter shall apply to all new multi-family development with two (2) or more units within the City of Pharr and an alteration of a nonconforming use of a building or premises of multi-family development with two (2) or more units that has been enlarged or altered to include but not limited to a repair, remodel, addition, that exceeds fifty percent (50%) of its area of nonconformity. This Chapter shall apply to every person, partnership, firm, corporation, group, governmental agency, or other entity that owns and/or leases land within the city.

SECTION 5 – SAVINGS CLAUSE

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

SECTION 6 – EFFECTIVE DATE; PUBLICATION

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

SECTION 7 – CUMULATIVE

This ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas. If a municipal ordinance or parts of an ordinance conflict the most stringent regulation prevails.

SECTION 8 – 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

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: October 10, 2018

MEETING DATE: October 15, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-28 (Public Comments). *(1st Reading)*

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
Patricia Rigney
City Management Office

Created/Initiated - 10/10/2018
Approved - 10/10/2018
Final Approval - 10/11/2018

ORDINANCE NO. O-2018-__

AN ORDINANCE AMENDING ORDINANCE O-2010-32 AND ORDINANCE O-2015-28 OF THE CITY OF PHARR, TEXAS; INCLUDING PROCEDURES FOR PLACEMENT OF ITEMS ON THE OFFICIAL AGENDA OF MEETINGS OF THE CITY OF PHARR; PROHIBITING DISCLOSURE OF DISCUSSION BY ANY OFFICIAL OR PERSON PRESENT DURING CLOSED SESSIONS; DECLARING SUCH DISCLOSURE TO BE A VIOLATION OF CHARTER AS WELL AS A CRIMINAL ACT RESULTING IN PENALTIES, FINES, OTHER PUNISHMENT; DECORUM AND ORDER OF PERSONS PRESENT; SEARCH OF PERSONS AND POSSESSIONS; PUBLIC HEARING POLICY; GENERAL PUBLIC COMMENTS; PLACEMENT OF AGENDA ITEMS AND RECONSIDERATION OF ITEMS; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE AND DISPENSING WITH THE READING REQUIREMENT; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

§ **WHEREAS**, the community has over the years urged that the image of the City of Pharr and its citizenry be improved by focusing on problem solving and the diverse exchange of ideas;

§ **WHEREAS**, the City of Pharr has become what it is today as a result of the exchange of ideas of those interested in the development and growth of the city;

§ **WHEREAS**, the governing body may hold meetings that are open to the public and viewed by many interested in the on-goings of Pharr city business;

§ **WHEREAS**, the governing body may desire that any and all public discourse be limited to issues listed on the official, legally posted agenda;

§ **WHEREAS**, the business of the City of Pharr should be conducted with respect, dignity, and accountability;

§ **WHEREAS**, the City of Pharr acts to immediately impose procedures for the orderly conduct of city business and incorporate any and all provisions of the Pharr City Charter and clarify other issues;

§ **WHEREAS**, the City of Pharr expects that its elected and other officials protect, defend, and further the interests of the City of Pharr;

§ **WHEREAS**, the City of Pharr elected and other officials should be held to a standard of the utmost loyalty in faithfully carrying out the duties of the office each holds;

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

SECTION 1: **DEFINITIONS; OPEN MEETINGS; PUBLIC HEARINGS.**

- (a) ***“Governing body”*** shall mean and be defined for the purpose of interpreting and enforcing this ordinance as the Pharr Board of Commissioners, board, commission, committee, or any authorized group of persons elected or appointed that serve the interests of the City of Pharr by official means in a final or advisory capacity.
- (b) Meetings of the governing body are public meetings unless excepted in accordance with applicable state laws or this ordinance. All matters included herein will further the public’s health, safety, and welfare.
- (c) ***Public Hearings; Those Affected; Public Hearing Sign in Requirement.*** If a public hearing is listed on a legally posted agenda, a person or entity that received notice from the city on a pending item for consideration, a person that may be positively or adversely affected physically, by use or damage to property, or to any other legally recognizable interest, may be allowed to address the governing body during the public hearing portion of the meeting following registration with the presiding city clerk and prior to the scheduled meeting. 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.
- (d) ***General Public Participation; Sign in Requirement; Time Limit; Limitation on Speakers.*** Comments and suggestions by the public are highly valued and encouraged during those parts of a meeting designated for public participation. The order of the agenda for public comments shall be listed at the end of each regular meeting but prior to adjournment. A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding city clerk and prior to the scheduled meeting. The governing body may not, at its discretion, include a scheduled public participation during a special called meeting or a workshop session. Persons desiring to speak during public comments shall sign in with the city clerk not earlier than 12:00 p.m. on the day of the scheduled meeting. 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 for general public participation shall be promulgated by the city clerk and be made available at the city clerk's office. The 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 participation portion of the agenda has ended.

SECTION 2: **PROCEDURES.**

- (a) The order of procedure shall follow the order of the agenda; however, the mayor or presiding officer shall have the authority to vary the order of procedure in order to expedite the proceedings, provided that no person shall be denied an opportunity to address the governing body on an agenda item on the day for which the item is scheduled because of a variance to the order of procedure.
- (b) No person shall address the governing body without first being recognized by the mayor or presiding officer.
- (c) Any person, either individually or in a representative capacity, shall not address the governing body on an agenda item that is under consideration by the governing body unless recognition is allowed as specified in subsection (b) of this section.
- (d) The presiding officer or any member of the governing body may make a motion pertaining to the subject matter of such agenda. All motions, authorizations, decisions, and actions, except those requiring a greater number as set out in the Charter or under state law, shall be approved upon a majority vote of the presiding officer and governing body so voting thereon.
- (e) Any posted meeting of the governing body may be recessed to another time and place for the purposes of consideration and action on any items not acted on during such meeting by the announcement by the presiding officer during such meeting of the time, date and place at which such recessed meeting shall be continued.
- (f) Each person addressing the governing body shall give his name and address in an audible tone of voice for the record, state the subject he wishes to discuss, state who/whom the person is representing if representing an entity, organization, or other persons. All remarks shall be addressed to the governing body as a whole and not to any member thereof. No person shall be permitted to enter into any discussion, either directly or through a member of the governing body, without the

permission of the presiding officer. No question may be asked a member of the governing body, or a member of the city staff, without the permission of the presiding officer.

- (g) In order to expedite matters and to avoid repetitious presentations, whenever any identifiable group of persons wishes to address the governing body on the same subject matter, it shall be proper for the presiding officer to request that a spokesman be chosen by the group to address the governing body and, in case additional matters are to be presented by any other member of such group, to limit the number of such persons addressing the board.
- (h) After a motion has been made or a public hearing has been closed, no member of the public shall address the governing body on the matter under consideration without first securing permission to do so by the presiding officer.
- (i) Any person, business, corporation, or other entity that desires to solicit services to the city shall not use a public hearing agenda item for discussion or consideration of such services. The governing body will consider solicitations only if placed on the agenda and, if applicable, after such legal requirements have been satisfied for the purchasing and contracting of such services.

SECTION 3: **ORDER AND DECORUM.**

- (a) **Board members.** While the governing body is in session, the members must observe order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the governing body, nor disturb any member while speaking or refuse to obey the orders of the presiding officer.
- (b) **Employees.** Members of the city staff and employees shall observe the same rules of order and decorum as are applicable to the board of commissioners.
- (c) **Persons addressing the board.** Any person who willfully utters loud, threatening or abusive language including but not limited to profanities, or engages in any disorderly conduct that may impede, disrupt or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer or immediately removed. If such conduct continues, the governing body may at its discretion order that any violator be barred from further participation before the governing body. Only persons authorized to address the governing body may use exhibits, displays, and other visual aids as they may relate to the subject of the presentation.

- (d) ***Members of the audience; Search.*** All persons in close proximity to members of the governing body and official meeting areas shall be subject to a search of purses, bags, backpacks, and other items used for carrying personal possessions. It shall be unlawful for any person to engage in disorderly conduct such as: hand clapping, stomping of feet, whistling, yelling and similar demonstrations, which conduct disturbs the peace and good order of the meeting. Use of placards, banners, signs, exhibits, displays, clothing, and other visual aids or devices that display sentiments that may be threatening, abusive, profane, or result in any disorderly conduct are not permitted in the governing body's meeting area during meeting times. No conversation among persons in the audience shall take place that may disturb the order of business. All mobile and other communication devices including telephones shall be on silent or a non-audible mode. Hand clapping may be allowed as an exception to this provision in instances allowed by the presiding officer such as celebratory or positive acknowledgment.

SECTION 4. **DISTURBANCE ABATEMENT.**

- (a) ***Warning.*** All persons at the meetings of the governing body shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, such officer may order him/her to remove himself/herself from the meeting. If he/she does not remove himself/herself, the presiding officer may order that the city manager or a law enforcement officer have the person removed.
- (b) ***Removal.*** The chief of police, or such member of the police department as the presiding officer may designate, shall be sergeant-at-arms of the board of commissioners meetings. The chief shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who disturbs the proceedings of the governing body.
- (c) ***Necessitating removal.*** It shall be unlawful for any person at a meeting of the governing body to resist removal by the sergeant-at-arms.
- (d) ***Motions to enforce.*** Any member of the governing body may move to require the presiding officer to enforce the terms of this section, and the affirmative vote of a majority of the governing body shall require him to do so.
- (e) ***Adjournment.*** If any meeting of the governing body is willfully disturbed by a group of persons so as to render the orderly conduct of such meeting

unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned and the remaining business considered at the next regular meeting.

SECTION 5: **USE OF CAMERAS AND RECORDERS.**

Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in a reasonable manner in the public section of the commission chamber.

SECTION 6: **PROVISIONS APPLICABLE TO BOARDS AND COMMITTEES.**

The rules and procedures set out herein shall be applicable to the city's elected body **only. Provisions set herein shall not be applicable to other boards and committees.**

SECTION 7: **NOTICE SHALL BE PLACED IN CONSPICUOUS PLACE.**

All or part of the provisions of this ordinance may be placed in an area to be viewed by the public at or near the meeting site.

SECTION 8: **PLACEMENT OF ITEMS ON THE OFFICIAL MEETING AGENDA.**

(a) Any elected or appointed official shall be prohibited from placing any item for the purposes of discussion or to be acted upon if the subject matter may result in either an unbudgeted expenditure of funds, or interference with a pending investigation or other legal matter.

(b) Matters that have been voted on the governing body shall not be placed on the agenda for reconsideration within six (6) months, unless a member of the governing body on the prevailing side, or a member of the governing body appointed or elected to the governing body since the matter was considered, makes a written request to the reconsider the matter in question.

SECTION 9: **CLOSED SESSION DELIBERATIONS.**

It shall be unlawful for any person present during a closed session meeting of the governing body to disclose the matters discussed or any information received during the closed session to a non-private third party unless otherwise ordered by a court of law. Violation of this provision by an elected or appointed official shall be deemed a failure to faithfully execute the duties of office under Article X, Section 4 of the Pharr City Charter. Violation of this provision may also result in the maximum fine allowed by law as well as other relief at law or equity allowed by law for violation and enforcement of Ordinances.

SECTION 10: **ENFORCEMENT; PUNISHMENT; PENALTIES.**

(a) Should any person or business violate the prohibitions contained herein, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action, and any and all other relief as may be necessary.

(b) Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.

(c) A liable party shall be subject to a civil penalty up to \$200 per violation, in addition to court costs, and other fees allowed by law.

SECTION 11: **SAVINGS CLAUSE.** Except as hereby amended, any personnel policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this resolution shall remain in full force and effect, unimpaired hereby.

SECTION 12: **SEVERABILITY CLAUSE.** The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

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.

SECTION 14: **DECLARING AN EMERGENCY CLAUSE.**

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with—by a vote of not less than a majority of all the members of the Board of Commissioners—in accordance with the Charter of the City of Pharr, Texas. This Ordinance shall take effect not less than ten (10) days after passage. The 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 AND ONLY READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 2nd day of June, 2015.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

PHARR CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: October 12, 2018

MEETING DATE: October 15, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, appointing Interim City Manager.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 10/12/2018
Final Approval - 10/12/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: October 12, 2018

MEETING DATE: October 15, 2018

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on permission to advertise for the position of City Manager.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: This item will be discussed in Executive Session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie

Created/Initiated - 10/12/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: October 12, 2018

MEETING DATE: October 15, 2018

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Service Contract for Sludge Management Services to Denali Water Solutions. (Project #1718-60-582-S026-197)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The service contract is needed for Wastewater Treatment.

Financial Consideration:

Staff Recommendation: Staff Recommends approval authorizing City Manager to award a Service Contract for Sludge Management services the low bidder, Denali Water Solutions from Russellville, Arkansas for the unit prices as noted on the attached bid tabulation.

Initial contract term shall be for a period of two (2) years. If approved, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for an additional three (3) years, in one (1) year increments subject to acceptable performance and unit prices remaining firm.

Alternatives:

ROUTING:

Diana Martinez
Jose Villegas
Sandra Zamora

Created/Initiated - 10/12/2018
Approved - 10/12/2018
Approved - 10/12/2018

Patricia Rigney
Karla Moya
City Management Office

Approved - 10/12/2018
Approved - 10/12/2018
Final Approval - 10/12/2018



Pharr

Purchasing



★RECOMMENDED FOR AWARD OF CONTRACT

CITY OF PHARR

BID OPENING: SEPTEMBER 19, 2018 AT 4:00 P.M.

LOCATION: City Commissioner's Room, 2nd Floor

PROJECT #1718-60-582-S026-197 SERVICE CONTRACT FOR SLUDGE MANAGEMENT SERVICES

BIDDERS:	PREVIOUS CONTRACT PRICING (2014-15) DENALI WATER SOLUTIONS RUSSELLVILLE, AR	★ DENALI WATER SOLUTIONS RUSSELLVILLE, AR	CENTRAL WASTE & RECYCLING CEDAR PARK, TX
UNIT PRICE PER LOAD (30-CY END DUMP TRAILER	\$ 792.00	★ \$811.00	NO BID
UNIT PRICE PER LOAD (25-CY ROLL-OFF)	\$ 581.00	★ \$595.00	\$635.00
UNIT PRICE PER GALLON	-	★ \$0.10	NO BID
DELIVERY	1 DAY	1 DAY	1 DAY
HARDCOPY OF BID SUBMITTED		SUBMITTED	SUBMITTED
ELECTRONIC BID SUBMITTED		SUBMITTED	SUBMITTED



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: October 11, 2018

MEETING DATE: October 15, 2018

FROM: Lizette Gomez, Risk Management Coordinator

DEPARTMENT: HR

DIRECTOR:

Agenda Item: Consideration and action, if any, on addendum agreement with Healthiest You to provide behavioral health services to employees via Teladoc Inc.

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:

Lizette Gomez
Anali Alanis
Patricia Rigney
City Management Office

Created/Initiated - 10/11/2018
Approved - 10/11/2018
Approved - 10/11/2018
Final Approval - 10/12/2018

THIS BEHAVIORAL HEALTH ADDENDUM TO THE HEALTHIESTYOU SERVICES AGREEMENT (the “Addendum”) is made effective and entered into on this **1st of January 2019** (the “Addendum Effective Date”), by and between Teladoc, Inc. (“HealthiestYou”) and City of Pharr (the “Employer”).

RECITALS: WHEREAS, HealthiestYou and Employer have previously entered into the HealthiestYou Services Agreement dated **1st of January 2019** (the “Agreement”), pursuant to which HealthiestYou provides the Program (which includes access to Cross-Coverage Consultations) to Members; and **WHEREAS**, HealthiestYou has recently entered into a contract with one or more professional associations (collectively, the “BH Provider”) that employ and contract with various behavioral health practitioners, including psychiatrists, psychologists, clinical social workers, licensed professional counselors, mental health counselors, certified drug and alcohol abuse counselors, and marital and family therapists (each, a “BH Practitioner”); and **WHEREAS**, the BH Practitioners form a network that is designed to facilitate the provision of behavioral health consultations via telephone or web-based video (the “BH Consultations”); and **WHEREAS**, HealthiestYou provides various operational and administrative services to the BH Provider with respect to the provision of BH Consultations; and **WHEREAS**, the arrangement between HealthiestYou and the BH Provider permits HealthiestYou to offer a behavioral health program (the “BH Program”) to its customers that consists of: (a) a network of BH Practitioners who provide BH Consultations, and (b) support for the operation and administration of that network, as further described herein; and **WHEREAS**, Employer desires to amend the Agreement so that it may include the BH Program in its benefits offerings to its employees, and HealthiestYou desires to amend the Agreement so that the BH Program may be included in such offerings.

NOW, THEREFORE, in consideration of the mutual promises contained in this Addendum, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Agreement shall be amended to include the additional provisions set forth in Exhibit A hereto, which is incorporated herein by reference.
2. The additional provisions set forth in Exhibit A shall apply only to the BH Program.
3. Any capitalized terms not otherwise defined herein or in Exhibit A shall have the meanings given to them in the Agreement.
4. All terms and conditions of the Agreement relating to the Program shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the Addendum Effective Date.

TELADOC, INC.

EMPLOYER

Print Name	Title	Print Name	Title
Signature	Date	Signature	Date

EXHIBIT A

A. THE BH PROGRAM

1. The BH Practitioners:

- a. General: The BH Program includes access to the BH Practitioners who provide BH Consultations to Members by telephone or video conference in the BH Program's service area. The BH Program offers Members ongoing access to behavioral diagnostic services, talk therapy, and prescription medication management, when appropriate. The BH Practitioners are selected and engaged by the BH Provider to provide behavioral health clinical intake assessments in accordance with behavioral health protocols and guidelines that are tailored to the telehealth industry.
- b. Types and Selection: The BH Program is designed to allow the Member to select the type of BH Practitioner that will provide the BH Consultation. The following types of BH Practitioners are available under the BH Program:
 - i. Psychiatrists (MD/DO);
 - ii. Psychologists (PhD);
 - iii. Counselors (Masters);
 - iv. Clinical Social Workers (Masters);
 - v. Therapists (Marriage and Family) (Masters); and
 - vi. Substance Abuse Counselors.
- c. Requirements: Each BH Practitioner is required to satisfy all applicable state licensing laws in his/her field of practice. Each BH Practitioner shall also be technologically proficient, trained in providing behavioral health counseling services, and covered by medical malpractice insurance or other applicable liability insurance having limits equal to or greater than the minimum required amounts in the state where the BH Practitioner practices.

2. The BH Consultations:

- a. Prerequisites: In order for a Member to receive a BH Consultation under the BH Program, the Member must complete a comprehensive Medical History Disclosure and an assessment that is specific to the BH Program. This disclosure may either be completed online or by telephone with a designated BH Program representative. If the Member fails to complete the Medical History Disclosure, the Member will not have access to the BH Practitioners through the BH Program, and HealthiestYou will so advise the Member when he/she attempts to schedule a BH Consultation. In order for a Member to receive a BH Consultation under the BH Program, the Member must also agree to HealthiestYou's Informed Patient Consent and Release Form confirming an understanding that the BH Practitioner is not obligated to accept the Member as a patient, and that the Member's participation in the BH Program may be cancelled at any time without recourse by the Member.
- b. Scheduling: HealthiestYou will provide the Member with information identifying each BH Practitioner's licensure, specialties, gender and language, and will provide sufficient biographical information on each BH Practitioner to allow the Member to select the BH Practitioner from whom the Member wishes to receive treatment. The Member may schedule BH Consultations either through HealthiestYou's website/mobile platform. When scheduling a subsequent BH Consultation, the Member may choose to receive the BH Consultation from a different BH Practitioner. Alternatively, a Member may choose the same BH Practitioner for any subsequent BH Consultation. There are no limitations on the number of BH Consultations a Member may receive under the BH Program.
- c. Individual Sessions: The Initial BH Consultation is expected to be 45 minutes in length, on average followed by subsequent psychiatric visits that will be shorter in length. At the beginning of the BH Consultation, the Member will be required to complete a brief intake assessment before proceeding with the session. A BH Practitioner may determine that the treatment of a Member's particular behavioral health issue would be managed more appropriately through in-person therapy. In such a case, the BH Practitioner will encourage the Member to make an appointment for an in-person visit. Employer acknowledges that the terms of the BH Program do not apply to any in-person visits between a Member and a BH Practitioner.
- d. Member Follow-up: Under the BH Program, HealthiestYou's nurse team will take proactive efforts to contact the Member by telephone after the second and sixth BH Consultations to assess the effectiveness of Member's treatment.
- e. Clarifications: Unlike the consultations provided under the Program, the BH Consultations under the BH Program:
 - i. are not accessible 24 hours per day, 365 days per year. Rather, a Member must schedule a BH Consultation with a BH Practitioner, and the BH Consultation with a particular BH Practitioner must occur within a time period for which the BH Practitioner is scheduled to support the BH Program.
 - ii. are not intended to be Cross-Coverage Consultations. Rather, the BH Program is designed to make BH Practitioners available by telephone or video conference even when another behavioral health counselor is available to the Member for an in-person visit.
 - iii. are not intended to be provided in emergency situations. Rather, HealthiestYou will follow an internal emergency protocol that includes calling 911 in emergency situations.
 - iv. are currently not available to Members who are minors.

3. Prescription Drug Formulary: The BH Program includes a customized formulary of commonly-prescribed behavioral health medications (e.g., antidepressants, etc.). Medications may be prescribed only by BH Practitioners who are psychiatrists. Such BH Practitioners will generally issue a 30-day prescription, but may, in their discretion, issue a 90-day prescription. As is the case under the Program, BH Practitioners will not prescribe DEA controlled substances or narcotics under the BH Program. In the event a BH Practitioner elects to prescribe a DEA controlled substance or narcotic, or any other medication that is outside of the BH Program's formulary, the BH Practitioner shall schedule an in-person visit with the Member, and the terms of the BH Program will not apply to such visit or to the prescription.

B. TERM AND TERMINATION

1. Term: HealthiestYou will make the BH Program available to Employer, and Members will be entitled to access BH Practitioners through the BH Program, as of the Addendum Effective Date. Except as otherwise provided herein, such availability and access shall continue in effect for as long as the Agreement is in effect between HealthiestYou and Employer.

2. Termination for Convenience: Notwithstanding the foregoing, HealthiestYou may terminate the provision of the BH Program to Employer, or Employer may terminate its participation in the BH Program, prior to the termination of the Agreement but no sooner than the end of the **1ST** year period following the Effective Addendum Date. In such case, the terminating Party shall provide no less than 60 days' written notice to the other Party prior to the end of the **1ST** year period following the Effective Addendum Date of such intent to terminate.
3. Termination for Cause: HealthiestYou may terminate the provision of the BH Program to Employer, or Employer may terminate its participation in the BH Program, in the same manner as set forth in Section 14(B) of the Agreement.

C. DUTIES OF EMPLOYER

1. During the term of the BH Program, Employer agrees that it will have the same duties with respect to the BH Program as it has with respect to the Program under Section 4 of the Agreement.

D. ADDITIONAL DUTIES OF HEALTHIESTYOU

1. During the term of the BH Program, HealthiestYou agrees that it will have the same duties with respect to the BH Program as it has with respect to the Program under Section 5 of the Agreement.

E. COMMUNICATION MATERIALS AND DATA TRANSMISSION SECURITY

1. During the term of the BH Program, each Party agrees that it will have the same duties with respect to the BH Program as it has with respect to the Program under Section 6 and Section 7 of the Agreement.

F. PAYMENT TERMS AND SERVICE FEES

1. Invoicing and Payment Terms: The invoicing and payment terms applicable to the Program, as set forth in Section 8 of the Agreement, shall apply to the BH Program.
2. Fees: Employer agrees to pay the following fees to HealthiestYou in connection with the BH Program:
 - a. With respect to Employer's insured business, a monthly fee of **\$0.00**PEPM; and
 - b. Any portion of the following BH Consultation fees that are not being charged to the Member at the time of the BH Consultation:
 - i. **\$200.00** for the first BH Consultation with a psychiatrist;
 - ii. **\$95.00** for all subsequent BH Consultations with a psychiatrist; and
 - iii. **\$85.00** for each BH Consultation with a therapist other than a psychiatrist.
3. Direct Charges to Member: Employer acknowledges that the Member shall be required to pay the BH Practitioner, by credit card or debit card, at the time of the BH Consultation, for any portion of the BH Consultation fee that is not paid by Employer.
4. Fee Modifications: Employer acknowledges that HealthiestYou may revise the fee payable for a BH Consultation upon 60 days' prior written notice of such change to Employer. However, no increase in the BH Consultation fee shall occur prior to the first anniversary of the Effective Date.

G. OTHER TERMS AND CONDITIONS.

1. The provisions set forth in Section 10 through Section 13 of the Agreement and provisions set forth in Section 15 through Section 19 of the Agreement shall apply to the BH Program in the same manner that such sections apply to the Program.

This **HealthiestYou Services Agreement** (the “Agreement”) is entered into on this 1st of JANUARY 2019 (the “Effective Date”), by and between Teladoc, Inc. (“HealthiestYou”) and **CITY OF PHARR** (the “Employer”) located at 118 S CAGE BLVD. 4TH FLOOR PHARR, TX 78577. HealthiestYou and the Employer may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS: WHEREAS, HealthiestYou has entered into a contract with one or more vendors to provide a platform of healthcare related services to its customers (the “Platform”); and **WHEREAS**, HealthiestYou provides various operational and administrative services to manage the Platform; **WHEREAS**, the Employer sponsors a medical benefit plan or other similar program for the benefit of its employees and their dependents; **WHEREAS**, the Employer desires to include the Platform in the benefits package it offers to its employees and their dependents; and **WHEREAS**, HealthiestYou desires to provide its Platform to the Employer’s employees and certain dependents pursuant to the terms of this Agreement. **NOW, THEREFORE**, in exchange for the promises made hereunder and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS

The following terms, which are not otherwise defined herein, shall have the meanings set forth below:

- A. “Cross-Coverage Consultations” means medical consultations provided by a physician who provides patient care, via telephone or web-based video, for another physician when the other physician is not available.
- B. “Eligible Dependent” means a “dependent,” as defined under the Employer’s medical benefit plan or program, who is covered under a medical benefit plan or similar program sponsored by the Employer.
- C. “Member” means an individual who is an employee or an Eligible Dependent covered under a medical benefit plan or similar program sponsored by the Employer.
- D. “PEPM” is an abbreviation for “Per Employee Per Month,” which the Parties recognize as a common term in the health care industry. For purposes of this Agreement, PEPM is defined as the applicable rate paid by the Employer to HealthiestYou on a monthly basis for each employee who is covered under a medical benefit plan or similar program sponsored by the Employer.

2. TERM

This Agreement shall continue for a period of one year from the Effective Date (the “Initial Term”) and will be automatically renewed thereafter for additional one-year terms on the anniversary of the Effective Date (each, a “Renewal Term”). Services will begin on 1/1/19.

3. THE PLATFORM

The Platform includes access to several healthcare related services, including, but not limited to the following:

- A. Telemedicine. Telemedicine includes access to the licensed physicians associated with the telemedicine vendor’s provider network to provide Cross-Coverage Consultations to Members in the states where they live and travel (the “Telemedicine Program”). The physicians diagnose the patient’s ailment, recommend therapy, and if necessary and where appropriate, write a Non-Drug Enforcement Administration (DEA) controlled prescription. DEA controlled substances are not prescribed due to their high potential for abuse (e.g., narcotics). Each Physician shall be licensed to practice medicine and/or osteopathic medicine, technologically proficient, trained in Cross-Coverage Consultations and covered by medical malpractice insurance having limits equal to or greater than the minimum required limits in the state where such Physician practices. Physician consultations under the Program are not delivered by Internet questionnaires.
- B. The Platform and its services are available on the HealthiestYou Smartphone App, available for download on Android and Apple iOS platforms. Members must register in the app prior to accessing its features.

4. DUTIES OF THE EMPLOYER

The Employer agrees to: (A) offer the Platform to its employees and their Eligible Dependents at the prices outlined in this Agreement; (B) provide a description of the Platform to the Members, as provided or approved in advance by HealthiestYou; and (C) provide HealthiestYou (or ensure that its third party administrator provides HealthiestYou) with membership eligibility files for each Member in a format approved by HealthiestYou.

5. ADDITIONAL DUTIES OF HEALTHIESTYOU

- A. HealthiestYou agrees: (i) upon receipt of written notification by the Employer of a Member’s inclusion in the Platform, to initiate that Member’s identity in the Member database using the Employer’s identification number, and begin processing that Member so that he/she may receive services under the Platform; (ii) to provide and grant to the Employer a non-exclusive, non-transferable, limited license to use the “HealthiestYou” branded Platform (including all materials developed or provided to the Employer by HealthiestYou related to the Platform, its marketing, implementation and use) during the term of this Agreement; and (iii) to provide and maintain an adequate system, forms and other resources for Members to access and agree to HealthiestYou’s Terms and Conditions.
- B. HealthiestYou further agrees to: (i) Maintain a database of the Members’ information (in an electronic format that is compliant with the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”)), including but not limited to those changes adopted and incorporated by Section XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) known as Health Information Technology for Economic and Clinical Health (HITECH) Act, and update the database periodically with information provided by the Employer or its third party administrator as new Members are enrolled; (ii) Provide to the Employer or its third party administrator, HealthiestYou’s standard utilization and savings reports; and (iii) Provide initial training for the Employer’s employees at the time of implementation. Notwithstanding the foregoing, the Employer acknowledges and agrees that: (a) the Employer will be responsible for providing training and administering the Platform to the Members; (b) if the Employer requests HealthiestYou to attend any events such as, but not limited to, enrollment meetings, health fairs, etc., HealthiestYou will charge additional fees to attend as agreed to by both parties; and (c) if the Employer requests HealthiestYou to prepare any non-standard reports that require information technology programming, HealthiestYou will charge the Employer an additional fee of Two Hundred (\$200) Per hour times that number of hours necessary for such non-standard reporting program development.

6. COMMUNICATION MATERIALS

HealthiestYou will provide a template description of the Platform for use by the Employer to communicate the Platform’s services to the Members. Any changes or modifications to such description of services, and any and all materials used by the Employer or its agents to describe the Platform’s services must be approved in advance in writing by HealthiestYou prior to distribution. Such communications include, but are not limited to, those that are in written form, on websites, on the radio, on television, sent by email, sent by fax, etc. In addition, the Employer hereby authorizes HealthiestYou to communicate directly with the Members for the purpose of: (i) promoting the Platform and ancillary services or products related to the provision of remote care; and (ii) treatment, payment and health care operations of HealthiestYou or any of its vendors on the Platform.

7. DATA TRANSMISSION SECURITY

- A. Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI (Electronic Personal Health Information) is transmitted over an electronic communications network i.e. “the internet”, transmissions of ePHI to and from HealthiestYou, Inc. will utilize Secure File Transport Protocol (SFTP).
- B. Employer is expressly prohibited from indirectly or directly, knowingly violating or attempting to violate the security of HealthiestYou’s web sites, including, without limitation, accessing data not intended for such user or logging into a server or account which user is not authorized to access, attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures, scanning or testing the performance of the system or network, attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or “trojan horse” to the Web site, overloading, “flooding”, “mail bombing” or “crashing”, or sending unsolicited electronic mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. HealthiestYou will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

8. PAYMENT TERMS

- A. HealthiestYou shall invoice the Employer a PEPM fee on the 1st day of each month for the Platform and the services to be provided in that month. The invoice is based on a file that the Employer or its third party administrator sends on the 1ST day of each month identifying the number of eligible employees participating in the Platform. The Employer agrees to pay such fee upon receipt of the date of the invoice. The Employer specifically acknowledges that it is responsible for paying all applicable PEPM fees and the other fees identified herein to HealthiestYou.
- B. If the Employer fails to make any payment within 60 days of the date of HealthiestYou’s invoice, HealthiestYou shall have the right to cancel the Platform memberships associated with the Employer.

9. SERVICE FEES

HealthiestYou agrees to provide the services of the Platform in exchange for the following fees, which shall be paid by the Employer to HealthiestYou:

- A. ~~\$6.00~~ PEPM, which monthly fee includes coverage of approximately 650 employees and his/her Eligible Dependents;
- B. The PEPM pricing includes an assumption of up to 50% annual utilization of the Telemedicine Program (“the Utilization Target”).
- C. If actual utilization for a year exceeds the current year’s Utilization Target, the PEPM shall increase by \$0.50 for each 10% increment of Utilization in excess of the Utilization Target for the next Renewal Term.
- D. A new Utilization Target will be set by rounding up the actual utilization in the plan year to the nearest 10% for the next year. For example, if utilization in year 1 is 56%, the Utilization Target in year 2 would be 60% and the PEPM would rise by \$0.50 over the year 1 price. The PEPM increase shall not exceed \$2.00 in any Renewal Term.
- E. At HealthiestYou’s sole discretion, the PEPM pricing may be increased by up to 5% at any anniversary of the Agreement if its book of business pricing is being increased as a result of overall book of business results, even if actual utilization for a year does not exceed the Utilization Target.

10. RELATIONSHIP OF THE PARTIES

- A. HealthiestYou and the Employer are and shall at all times function as independent contractors under this Agreement and neither HealthiestYou nor the Employer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the exclusive direction and control of that Party.
- B. The Employer and HealthiestYou agree that they will each maintain in strict confidence any and all patient information they may have access to by complying with the Privacy and Security Standards of HIPAA and the American Recovery and Reinvestment Act of 2009, including, without limitation, the requirements of the Health Information Technology for Economic and Clinical Health Act, which is part thereof, and the Employer agrees to secure from the applicable medical benefit plan or its third party administrator a HIPAA Business Associate Agreement in a form acceptable to HealthiestYou, to the extent such agreement is required by law.

11. INDEMNIFICATION AND INSURANCE

- A. Each Party agrees that it is solely liable for any breach, misrepresentation, error or omission by its employees, agents and representatives concerning the Platform or otherwise made by such Party in fulfilling its obligations under this Agreement. Each Party agrees to indemnify and hold harmless the other Party and its affiliates, and their directors, officers, employees, agents, representatives, successors and assigns, from and against any loss, cost, damage or expense, including reasonable attorneys’ fees and court costs, arising out of any error, omission or malfeasance of such breaching Party.
- B. Each Party will maintain such insurance coverage as is reasonably necessary to support its respective obligations under this Agreement, which, for Employer, shall be at least a commercially reasonable general liability policy. Upon written request, each Party shall provide evidence of such coverage to the other Party. Additionally, HealthiestYou agrees that it will maintain appropriate liability insurance and contractually obligate the Provider and each Physician to have the requisite medical malpractice insurance coverage.

12. OWNERSHIP OF INTELLECTUAL PROPERTY

- A. The Employer acknowledges that all materials relating to the Platform that are developed by or on behalf of HealthiestYou or provided to the Employer by HealthiestYou (including, without limitation, the communications materials referred to in Section 6 above), and all trade names, service marks, trademarks and logos that are used by HealthiestYou (including but not limited to the “HealthiestYou” mark), and such other trade names, trademarks and logos as hereinafter may be designated by HealthiestYou in connection with its business (the “HealthiestYou Marks”) are the unique intellectual property of HealthiestYou (the “Intellectual Property”), and the Employer agrees that: (i) the Employer will not duplicate the Platform in any format that would, in whole or in part, infringe upon the intellectual property rights of HealthiestYou, and will not use or disclose the Intellectual Property in any manner other than pursuant to this Agreement; (ii) the Employer and its employees, directors, officers, agents, owners, successors and assigns shall maintain the confidentiality of any non-public Intellectual Property disclosed to the Employer by HealthiestYou; and (iii) on termination of this Agreement, the Employer shall return to HealthiestYou all of the Intellectual Property provided to the Employer.
- B. HealthiestYou grants to the Employer a limited, non-exclusive, non-transferable license to use the HealthiestYou Marks during the term of this Agreement and only pursuant to the terms of this Agreement and in a manner that has been approved by HealthiestYou in advance.
- C. HealthiestYou shall have the right to use Employer’s trade name, trademark, service mark, or symbol in its advertising, publicity or other promotional endeavors.

13. NON-DISCLOSURE OBLIGATIONS

- A. For purposes of this Agreement, the Disclosing Party shall mean the Party that discloses any Confidential Information, as defined below, to the other Party to this Agreement, and the Receiving Party shall mean the Party that receives any Confidential Information, as defined below, from the other Party to this Agreement.
- B. For purposes of this Agreement, Confidential Information shall include information: (i) that is not known by actual or potential competitors of the Disclosing Party or is generally unavailable to the public; (ii) that has been created, discovered or developed by, or otherwise become known to, the Disclosing Party or in which property rights have been assigned or otherwise conveyed to the Disclosing Party; and (iii) that has material economic value or potential material economic value to the Disclosing Party's present or future business. Confidential Information shall include trade secrets which include all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, technical data (whether or not patentable or registerable under patent, copyright or similar statutes and including all rights to obtain, register, perfect and enforce those proprietary interests) and any other Intellectual Property, customer and supplier lists, price lists, business plans, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to the Receiving Party by the Disclosing Party, either directly or indirectly, in writing or orally or by drawings or observation, which has actual or potential economic value to the Disclosing Party. Confidential Information shall also include, without limitation, analyses, forecasts, studies, summaries, marketing plans, financial data, business statistics, property, contracts, methods, transactions, affairs, concepts, ideas, services, products, images, graphics, text, audio, video, software and other data, knowledge, content or information in written, oral, visual and/or physical/sample form.
- C. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party; (ii) is disclosed to third parties by the Disclosing Party without restriction on such third parties; (iii) is in the Receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto; (v) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (vi) is released from confidential treatment by written consent of the Disclosing Party.
- D. Notwithstanding the foregoing, portions of Confidential Information may be disclosed pursuant to the request of a governmental agency or third party if such disclosure is required by operation of law, regulation or court order, provided the Receiving Party gives the Disclosing Party prompt written notice of such proposed disclosure in order to enable the Disclosing Party to obtain an appropriate protective order, if it so desires.
- E. The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information of the Disclosing Party.
- F. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information of the Disclosing Party in violation of this Agreement may cause the Disclosing Party irreparable harm, and that monetary damages may not be a sufficient remedy. Thus, the Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate, and the Receiving Party expressly agrees that the Disclosing Party shall be entitled, in addition to any other remedy provided by law, to seek an injunction or other equitable remedy respecting such violation or continued violation. Such right is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity. If any action at law or in equity is brought to enforce or interpret the provisions of this Section 13 the prevailing Party in such action shall be entitled to reasonable attorneys' fees.
- G. The Receiving Party shall return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information of the Disclosing Party immediately on the written request of the Disclosing Party.

14. TERMINATION

- A. Notwithstanding any other provision herein, either Party may terminate this Agreement as of any date on or after the first anniversary of the Effective Date by providing not less than 60 days' prior written notice to the other Party of its intention to terminate this Agreement.
- B. Either Party may terminate this Agreement immediately in the event (i) the other Party commits a material breach of this Agreement, and such breach is not cured within 30 days following written notice thereof to the other Party, or (ii) the other Party files or is subject to any voluntary or involuntary bankruptcy, receivership, assignment for the benefit of creditors or similar proceeding.

15. COMPLIANCE WITH LAWS

Each Party will perform its obligations under this Agreement in a manner that complies with all laws applicable to such Party.

16. ENTIRE AGREEMENT

- A. This Agreement (including any exhibits or attachments hereto) constitutes the entire agreement by and between HealthiestYou and the Employer relating in any manner of its subject matter, and any representation, warranty, covenant, understanding or agreement not contained or incorporated in it by reference shall be of no force or effect. This Agreement supersedes all prior proposals, discussions, writings, and agreements between the Parties relating to the subject matter hereof. This Agreement may only be modified in writing, signed by an authorized representative of each Party.
- B. In the event any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

17. NOTICE

Any notice required by this Agreement may be given by ordinary mail, certified mail, return receipt requested, or overnight mail to the address of the other Party set forth below or to such other address as specified in a written notice by one Party to the other Party in accordance with this Section 17. Notice shall be deemed to be received three days after deposit, if given by ordinary mail, seven days after deposit if given by certified mail, return receipt requested, and one day after deposit if given by overnight mail. The address of each Party for notice is set forth opposite their signature block on the signature page hereof.

18. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by New York law, without giving effect to its conflicts of laws provisions. Jurisdiction and venue for any and all disputes under this Agreement shall be the state and/or federal courts of New York, New York. Prior to the institution of formal court action, the Parties agree that any claim or controversy arising from this Agreement shall be considered and addressed by one representative from HealthiestYou and one representative from the Employer at a meeting held upon at least five business days' advance notice from the complaining Party. Such meeting shall be held at a neutral location in the city where the non-complaining Party has its principal office. If the claim or controversy is not resolved by the representatives at such meeting or within five business days thereafter, either Party may proceed with court action.

19. STATE AVAILABILITY

Employer will be notified within 30 days of any changes with respect to the states in which services may be provided.

20. MISCELLANEOUS

This Agreement is deemed to have been prepared jointly by the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against either Party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and each Party hereto may execute this Agreement by signing one or more counterpart and shall not affect the construction of this Agreement. Each signatory hereto represents that he/she has full authority to sign this Agreement on behalf of his/her respective organization and to bind and obligate such organization to the terms hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of the Parties herein as of the Effective Date.

TELADOC, INC.**THE EMPLOYER**

Print Name	Title	Print Name	Title
Signature	Date	Signature	Date
2 Manhattanville Rd, Ste 203	Purchase, NY 10577		
Address	City, St. Zip	Address	City, St. Zip
Notice sent to:	Chief Legal Officer	Notice sent to:	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: October 11, 2018

MEETING DATE: October 15, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the contract with The Warren Group, Inc. for Professional Architectural Services for the South Pharr Development and Research Center Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for Professional Architectural Services for the Additional Scope of work related to the addition of a time capsule and other various site improvements at the South Pharr Development and Research Center.

Financial Consideration: Original Contract \$235,238.00

Amendment No. 1 \$5,270.00

Amendment No. 2 \$2,800.00

Amendment No. 3 \$22,000.00

Amendment No. 4 \$13,200.00

Revised Contract Amount \$278,508.00

Staff Recommendation: Staff recommends approval of Amendment No. 4 to the contract with The Warren Group, Inc. for additional Professional Architectural Services for the South Pharr Development and Research Center Project

Alternatives: N/A

ROUTING:

Omar Anzaldua

Omar Anzaldua

Created/Initiated - 10/11/2018

Approved - 10/11/2018

Sandra Zamora

Karla Moya

Patricia Rigney

City Management Office

Approved - 10/12/2018

Approved - 10/12/2018

Approved - 10/12/2018

Final Approval - 10/12/2018



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

October 11, 2018

Omar Anzaldua, Jr. PE, CFM, PMP
City Engineer
City of Pharr
118 S. Cage Blvd. 1st Floor
(956) 540-9122 Cell
omar.anzaldua@pharr-tx.gov

Re: CITY OF PHARR – TIME CAPSULE
South Pharr Development and Research Center
850 W. Dicker Rd.
Pharr, Texas 78577

Dear Omar:

The Warren Group greatly appreciates the continued opportunity in providing the City of Pharr with our Professional Services. As requested, following is our proposal of services for the design of the Proposed City of Pharr's Time Capsule to be located at the South Pharr Development and Research Center, 850 W. Dicker Rd, Pharr Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

| UNDERSTANDINGS AND ASSUMPTIONS:

- This project will be designed to comply with all applicable City Ordinances.
- The project site area is approx. 600 S.F. and based on the following features:
 - Time Capsule, a tiered bench, limited Electrical for flood lights for the monument sign and time capsule and one monument sign design.
- This proposal includes Architectural, limited Electrical Engineering and Structural Design Services for one monument sign.
- Our team will provide as part of this base fee proposal up to one (1) Plan revision.
- This proposal excludes Civil Engineering Services.
- This proposal excludes Mechanical, Electrical and Plumbing Engineering Services.
- This proposal excludes Geo-technical Engineering Services.
- This proposal excludes Landscape and Irrigation Design.
- This proposal excludes Soil and Environmental Testings.

| SCHEMATIC DESIGN-PROGRAMING: (Provided)

Stipulated Sum Fee of \$1,200.

Rendered Plan

Opinion of Probable Costs

Based on provided property survey and project information, three preliminary rendered plans of the project were provided to Owner Representative. The site indicated the location of the Time Capsule. Our team met with City of Pharr Authorized Representatives to review the site plan and based on Owner Representative's comments, prepared the rendered options.

| CONSTRUCTION DOCUMENTS:

Stipulated Sum Fee of \$12,000.

Based on approved Schematic Design, The Warren Group will prepare construction documents for the project as required for the permitting and construction of the project.

The construction documents will include the following:

- Architectural, limited Electrical Engineering and Structural Design Services.
- Structural Engineering documents will include specifications and a footing design for one monument sign.

| ADDITIONAL SERVICES:

Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: OUR TEAM WILL NOT PROVIDE-BILL FOR ADDITIONAL SERVICES UNLESS PREVIOUSLY APPROVED IN WRITING BY THE AUTHORIZED REPRESENTATIVE:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to State Accessibility Review and Inspection Reports.
- Value Engineering and review of alternate materials submitted by the Contractor.
- As Built Drawings.
- Additional construction phase project meetings, field reports and contractor correspondence.

| HOURLY FEE SCHEDULE:

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

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

| REIMBURSABLE EXPENSES

All out of pocket expenses associated with the services provided will be reimbursed at cost plus ten percent. These fees may include travel expenses, mileage (.55/mile), printing and reproduction costs, delivery costs, and jurisdictional review fees, Texas Accessibility plan review and Inspection fees, long distance phone costs, computer plots, postage, consulting engineer additional services, and special additional consultants. These reimbursable expenses are in addition to the architectural fees for services provided.

In House Plot/Print Rates:

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

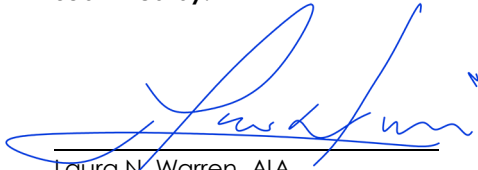
| LIMITATION OF LIABILITY

To the maximum extent permitted by law, the owner agrees to limit the Architect and Consultant's liability to their total sum of fees paid respectively. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

| AGREEMENT

Our professional fees are valid through December 31, 2018. Our hourly fees are based on staff salaries and expenses, and are subject to adjustment on January 1st of each year. This proposal will serve as the agreement upon execution of signing below. Either party may void this contract within seven (7) days of written notice. The Warren Group Architects, Inc., will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date. If the terms of this proposal meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services.

Submitted by:



Laura N. Warren, AIA
The Warren Group Architects, Inc.

October 11, 2018

Date

Accepted by:

Mr. Omar Anzaldua, Jr. PE, CFM, PMP
City Engineer, Pharr, Texas

Date

**PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES**

AMENDMENT NO. 4

The Contract between **The Warren Group Architects, Inc.** and the **City of Pharr** which was executed by the parties on **July 22nd, 2015** for the design of the **South Pharr Development and Research Center**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work as outline in Exhibit A
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee
 - 1. Add the following fees:
 - a. Additional Services – \$ 13,200

This amendment adds **\$13,200** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 265,308 to **\$ 278,508.**

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. 4

**The Warren Group Architects, Inc.
1801 S. 2nd Street, Ste.330
McAllen, TX 78503**

Laura N. Warren, AIA

ARCHITECT FIRM

By: _____
Signature

ARCHITECT

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

Juan Guerra
City Manager
City of Pharr, Texas

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: October 11, 2018

MEETING DATE: October 15, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with The Warren Group Architects, Inc. for Professional Architectural Services for the Design and Construction Phase of the Northside Aquatic Facility. (Project #1819-39-510-S003-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to enter and negotiate a contract for Professional Architectural Services with The Warren Group Architects, Inc. for the Conceptual Design and Master Planning for the Northside Aquatic Facility.

Financial Consideration: Account #39-51000-8817-01
Architectural Fee is \$1,744,220

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with The Warren Group Architects, Inc. for Professional Architectural Services for the Design and Construction Phase of the Northside Aquatic Facility.

Alternatives: N/A

ROUTING:

Omar Anzaldua
Sandra Zamora
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 10/11/2018
Approved - 10/11/2018
Approved - 10/12/2018
Approved - 10/12/2018
Final Approval - 10/12/2018



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

October 11, 2018

Omar Anzaldua, Jr. PE, CFM, PMP
City Engineer
City of Pharr
118 S. Cage Blvd. 1st Floor
(956) 540-9122 Cell
omar.anzaldua@pharr-tx.gov

Re: CITY OF PHARR – NEW NATATORIUM
APPROX. 70,400 S.F. (gross) FACILITY

Dear Omar:

The Warren Group greatly appreciates the continued opportunity in providing the City of Pharr with our Professional Services. As requested, following is our proposal of services for the design of the New Proposed City of Pharr's Natatorium Facility to be located on the South-west corner of West Sioux Rd. and U.S. Expressway HWY 281, Lot 133 of Kelly Pharr Subdivision, Pharr Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

| UNDERSTANDINGS AND ASSUMPTIONS:

- This project will be designed to comply with all applicable Building Codes and City Ordinances.
- The project site area is 907,866 S.F. (20.84 Acres).
- The approximate project site area is 516,157 S.F. (11.85 Acres) 57% of total Site.
- The project is approximately 70,400 S.F. (gross) based on the following space plan and features:
 - The Olympic Natatorium is to be based on the Texas A&M and Southern Methodist University Natatorium design profile.
 - A diving pool with boards at 3m, 5m, 7m and 10 m heights.
 - A 50 meter Olympic size pool.
 - The Natatorium facility will be fully enclosed.
 - Stadium – bench type seating is to be provided.
 - The Facility is to be designed to be used by UTRGV and the City of Pharr. A common entry area will divide separate administration areas.
 - Male and Female Restroom-Showers with locker areas.
 - Public and Family restroom facilities.
 - Concession facilities.
 - Coach and Trainer office and storage areas immediately accessible from pool areas.
- The Facility will have an open parking area. The Facility will be provided with separate access for emergency vehicle parking with immediate personnel access to pool area.
- This proposal includes Architectural, Civil, Structural, Mechanical, Electrical, Plumbing Engineering and Landscape/Irrigation Design Services.
- This Proposal includes Pool Consultant Services.
- Our team will provide as part of this base fee proposal up to one (1) Plan revision.
- This proposal excludes Geo-technical Engineering-Soil Testing Services.
- This proposal excludes Soil testing and Environmental testing.

| SCHEMATIC DESIGN-PROGRAMING:

(Provided) \$ 90,500.

- Rendered Site Plan
- Floor Plans of amenities
- Exterior front and Side elevation
- Area Tabulations
- Opinion of Probable Costs
- Preliminary Code Review
- Tri-dimensional color video

Based on Architect provided property survey and project information, a preliminary floor/site plan of the project was provided to Owner Representative. The site indicated the location of the parking area with dimensions and proposed drainage detention with outfall. Our team met with the City of Pharr Authorized Representatives to review the schematic plan, site plan and based on Owner Representative's comments prepared revisions to the floor plan and site plan of the proposed Facility.

| DESIGN DEVELOPMENT:

Stipulated Sum Fee of \$436,055.

Based on the approved schematic design and review meetings to be held with the City of Pharr and UTRGV authorized representatives, The Warren Group will prepare a Design Development CADD package to be used for preliminary pricing of the project. This package will include detailed building elevations; typical building sections, dimensioned building floor plan, site plan, parking area, drainage detention, preliminary Pool Consultant, Structural and MEP drawings and an outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions with the Owner Representative. We will submit this package for the Owner Representatives review. When design adjustments need to be made to meet the budget objectives, the Consultant will provide revisions to this package upon request by the Owner Representative. The consultant will also provide the Architectural Site Plan and progress Civil Engineering plans to the City of Pharr Planning Engineering Department. We will coordinate a plan review meeting with all applicable Building Departments.

| CONSTRUCTION DOCUMENTS:

Stipulated Sum Fee of \$ 872,110.

Based on approved Design Development Drawings, The Warren Group will prepare construction documents for the project as required for the permitting and construction of the project.

The construction documents will include the following:

Architectural, Pool Consultant Drawings, Civil, Structural, and MEP Engineering plans and specifications for the purpose of final pricing, permitting and construction of the project.

Structural Engineering documents will include design of super structure – long span, roof structure, pre-cast concrete seating, slab-on-grade foundation, framing plans, structural plans for pool support features and associated foundation and framing details based on Geotechnical Soils Report.

| BIDDING:

Stipulated Sum Fee of \$90,500.

Our team will provide the plans, specifications and outline for suggested General Contractor Qualifications in PDF format and coordinate with City of Pharr Purchasing department for the upload of bidding documents and additional information as needed. We will attend a Pre-Bid conference meeting and issue addendums addressing any questions that general contractors may have. Our team will also attend the bid opening, research lowest bidder's qualifications and references and provide a letter of recommendation of the qualified bidder.

| CONSTRUCTION PHASE:

Stipulated Sum Fee of \$ 255,055.

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

- Attend a Pre-Construction meeting.
- Provide bi-weekly periodic site visits during construction.
- Review contractor's monthly construction estimates and provide recommendation of payment.
- Review Requests for Information (RFI).
- Review field alterations, prepare change orders.
- Review and evaluate shop drawings.
- Review and evaluate materials and performance tests.
- Prepare a "punch list" to determine final completion of contract.
- Conduct a final inspection and report on the completion of the project.

| ADDITIONAL SERVICES:

Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: OUR TEAM WILL NOT PROVIDE-BILL FOR ADDITIONAL SERVICES UNLESS PREVIOUSLY APPROVED IN WRITING BY THE AUTHORIZED REPRESENTATIVE:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to State Accessibility Review and Inspection Reports.
- Furniture Plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- As Built Drawings.
- Additional construction phase project meetings, field reports and contractor correspondence.

| HOURLY FEE SCHEDULE:

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

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

| REIMBURSABLE EXPENSES

All out of pocket expenses associated with the services provided will be reimbursed at cost plus ten percent. These fees may include travel expenses, mileage (.55/mile), printing and reproduction costs, delivery costs, and jurisdictional review fees, Texas Accessibility plan review and Inspection fees, long distance phone costs, computer plots, postage, consulting engineer additional services, and special additional consultants. These reimbursable expenses are in addition to the architectural fees for services provided.

In House Plot/Print Rates:

Computer Plots

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

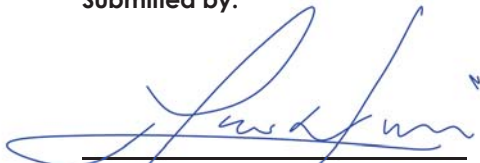
| LIMITATION OF LIABILITY

To the maximum extent permitted by law, the owner agrees to limit the Architect and Consultant's liability to their total sum of fees paid respectively. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

| AGREEMENT

Our professional fees are valid through December 31, 2018. Our hourly fees are based on staff salaries and expenses, and are subject to adjustment on January 1st of each year. This proposal will serve as the agreement upon execution of signing below. Either party may void this contract within seven (7) days of written notice. The Warren Group Architects, Inc., will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date. If the terms of this proposal meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services.

Submitted by:



Laura N. Warren, AIA
The Warren Group Architects, Inc.

October 11, 2018
Date

Accepted by:

Mr. Omar Anzaldua, Jr. PE, CFM, PMP
City Engineer, Pharr, Texas

Date

PROJECT AGREEMENT FOR PROFESSIONAL ARCHITECT SERVICES

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

This Agreement is between **The Warren Group Architects Inc.**, (hereafter referred to as “ARCHITECT”); and **City of Pharr**, (hereinafter referred to as the “CLIENT”). ARCHITECT is hereby authorized to perform professional services in connection with the Master Planning of a new **Northside Natatorium** hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: **Northside Library and Park Feature**

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

This agreement is based on providing the following services for the Project as described in **Exhibit A – Scope of Services**. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

NOTICE: *ARCHITECT acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

Section 2

Representations and Warranties

By executing this Agreement the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this agreement. Any amendment to any term shall comply with provisions contained in this agreement related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 ARCHITECT will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ARCHITECT's liabilities hereunder in insurance coverage as mentioned above and ARCHITECT waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* Architect shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Architect shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* Architect shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Architect in connection with the performance of services under this Agreement.
- (4) *Professional Liability Coverage.* Architect shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Architect and/or any of Architects agents, employees, and personnel acting in furtherance of its services under this Agreement.

(b) *Endorsements.* Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Architect; products and completed operations of Architect; premises owned, occupied or used by Architect; or automobiles owned, leased, hired or borrowed by Architect. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
 - (2) For any claims related to the Project, Architect's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance maintained by City, its officials, employees, agents or volunteers shall be excess of Architect's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
 - (4) Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Architect's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to City.
- (a) *Deductibles.* Any deductibles must be declared to and approved by City. At City's option, Architect shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (b) *Acceptability of Insurers.* Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by City in writing.
- (c) *Verification of coverage.* Architect shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Architect. At the request of City, Architect shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

3.2 The ARCHITECT shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, ARCHITECTs, directors, members, managers, employees, and CLIENT's

Architects from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ARCHITECTs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ARCHITECT agrees that it shall, at ARCHITECT's sole expense, assume the entire responsibility and liability for the defense and indemnification of CLIENT against all claims liabilities and expenses, including reasonable attorney's fees, costs of settlement as well as all other litigation costs incurred in the defense of such claims for illness, personal injury and/or death which arise from ARCHITECT's negligence and/or the negligence of ARCHITECT's employees, agents, representatives, contractors and/or subcontractors.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the project in accordance with the time schedule set forth in **Exhibit B- Work Schedule** or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ARCHITECT without cause; the ARCHITECT shall be paid the reasonable value of services performed by the ARCHITECT prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ARCHITECT's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ARCHITECT shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is reached between CLIENT and ARCHITECT. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this agreement, CLIENT shall provide notification of its termination of the agreement, which shall be effective immediately upon notification. Upon termination of agreement, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in **Exhibit C-Fee Estimate**.

5.2 For all services to be performed by ARCHITECT under this agreement, ARCHITECT shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ARCHITECT's total compensation exceed the sum of **(\$1,744,220) One Million Seven Hundred and Forty Four Thousand Two Hundred and Twenty Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CITY directly to ENGINEER, ARCHITECT or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ARCHITECT which are

directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice (s) will be accepted for payments. If CLIENT objects to all or any portion of invoice (s), CLIENT shall notify ARCHITECT of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ARCHITECT and CLIENT will make every effort to settle the disputed invoice (s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to ARCHITECT in the event one or more of the following conditions are in existence:

8.2 ARCHITECT is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ARCHITECT a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ARCHITECT and provided ARCHITECT a reasonable opportunity to cure; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 ARCHITECT has failed to make payment promptly to Architects or other third parties used in connection with the services for which CLIENT has made payment to ARCHITECT;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ARCHITECT with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ARCHITECT hereunder unless and until ARCHITECT, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ARCHITECT of any its obligations hereunder with respect thereto;

8.7 ARCHITECT shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

8.8 ARCHITECT acknowledge that ARCHITECT's special skill and expertise is a material consideration for CLIENT entering into this Agreement. ARCHITECT shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ARCHITECT under this Agreement without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ARCHITECT shall be fully responsible to CLIENT for all acts or omissions of the sub-Architect (s).

Section 9

Final Payment

9.1 After final completion of the work and acceptance thereof by CLIENT, ARCHITECT shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ARCHITECT and upon approval thereof by CLIENT, CLIENT shall pay to ARCHITECT the amount due "Final Payment" under such Final Invoice in accordance with Section 8.

9.2 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this Agreement or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ARCHITECT except those previously made in writing and identified by the ARCHITECT as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ARCHITECT or to any other party. The ARCHITECT may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ARCHITECT ARCHITECT harmless from

any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ARCHITECT agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ARCHITECT's experience and abilities with respect to performing the Services. ARCHITECT represents to with CLIENT to use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CLIENT has trust and confidence that services provided under this AGREEMENT will be performed only in manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances

11.2 The ARCHITECT represents, covenants and agrees that the person directly in charge of the professional ARCHITECT work is duly registered under applicable Texas Law.

11.3 ARCHITECT shall promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by ARCHITECT shall not relieve ARCHITECT from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of ARCHITECT's service hereunder.

11.4 The CLIENT and ARCHITECT agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ARCHITECT. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ARCHITECT. ARCHITECT shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ARCHITECT shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ARCHITECT. The CLIENT will provide ARCHITECT information of their underground facilities.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

11.6 WHERE a change order to the construction contract is caused by a design error or omission committed by ARCHITECT and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ARCHITECT shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or Omission Change Orders] – [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ARCHITECT shall not be required to reimburse CLIENT if cumulative cost of design error change order (s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire agreement between the CLIENT and ARCHITECT and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this agreement. Venue shall be agreed to in Hidalgo County, Texas.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

**The Warren Group Architect,
1801 South 2nd Street, Ste 330
McAllen, TX 78503**

**Laura N. Warren, AIA
ARCHITECT**

By: _____
Signature
ARCHITECT

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

Juan Guerra
City Manager
City of Pharr, Texas

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: October 12, 2018

MEETING DATE: October 15, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation and possible action on City Manager Employment Agreement.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

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