



**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, JANUARY 7, 2019**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2018-45. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

2. PUBLIC HEARINGS:

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES: *(Ordinance No. O-2018-45). A registered speaker during the public hearing may not exceed three (3) minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

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

A) City Engineer's Report.

B) City Events of Interest.

AGENDA REGULAR MEETING
January 7, 2019

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

A) Approval of Minutes for December 17, 2018 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action on Development Services Cases:

1. Maria Lilia Garcia, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (larger than 120 square feet) in a Single Family Residential District (R-1). The property is legally described as being all of Lots 1 thru 4, Block 22, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 206 East Hawk Avenue. **CUP#181181**

2. Margaritas Mexican Grill and Cantina, Inc. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.06 acre tract of land, more or less out of Lot 2, CVS Pharmacy No. 10142 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1305 South Cage Boulevard, Suites 1 and 2. **CUP#171166**

PLATS:

1. Pablo Soto Jr., P.E., representing Silvano Delgado and Maria Elena Delgado, owner's, are requesting preliminary and final plat approval of the proposed Replat of Lot 8, Las Fuentes Subdivision. The property is legally described as being a 0.97 acre tract of land, coming out of Lot 8, Las Fuentes Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 300 Block of West Navarro Street. **SUB#180821**

REGULAR AGENDA - OPEN SESSION:

5. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to sign agreement with Texas Gas Service for installation of gas line at Public Safety Communications Building. (COMMUNICATIONS)

B) Consideration and action, if any, authorizing City Manager to award a Contract for the Single Machine Repaving Project Year 4. (Project No. 1819-01-528-C006-241) (ENGINEERING)

AGENDA REGULAR MEETING
January 7, 2019

C) Consideration and action, if any, on rejecting all bids for the City-Wide HVAC Replacement Project (Project No. 1819-01-522-C005-297) and authorizing the City Manager to re-advertise for bids. (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to enter into an Interlocal Cooperation Agreement with Hidalgo County, Texas to provide emergency fire response into Rural Response Areas outside the City Limits. (Project No. 1819-01-515-S014-001) (FIRE)

6. LEGAL:

A) Consultation and action, if any, on retaining legal counsel to pursue CCN needs. (LEGAL)

7. ADMINISTRATIVE:

A) Consideration and action, if any, to confirm the City Manger's appointment of a Department Head for the Police Department pursuant to 143.013 (1) of the TLGC. (ADMINISTRATION)

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

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

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

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

Pursuant to Section 551.076, the City may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices.** The City

AGENDA REGULAR MEETING
January 7, 2019

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.

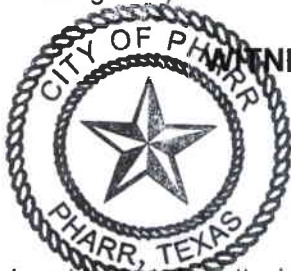
9. RECONVENE: *into Regular Session, and consider action, if necessary on any items(s) discussed in closed session.*

10. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 4th day of January 2019 at 3:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 4th day of January 2019.


IMELDA BARRERA, TRMC
ASSISTANT CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: December 26, 2018

MEETING DATE: January 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 12/26/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: December 28, 2018

MEETING DATE: January 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City Engineer's Report

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 12/28/2018

Omar Anzaldua

Approved - 12/28/2018

City Management Office

Final Approval - 01/04/2019

Design Phase

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

Construction Phase

- ☐ **Jackson Rd. - Right Turn Lane Construction Project**
- ☐ **Thomas Rd. Intersection Widening**
- ☐ **Pharr Nature and Birding Center**
- ☐ **Allen & William Arnold Park**
- ☐ **Dr. Long Park**
- ☐ **Fire Station No. 4**
- ☐ **Pepe Salinas Civic Center Relocation**
- ☐ **Utility Relocation for Hike & Bike Tunnel under Veterans**
- ☐ **Pharr Sports Complex and Witten Park Dugouts**
- ☐ **Moore Rd. 24" Sanitary Sewer Line Project**
- ☐ **Manhole Rehabilitation Project**
- ☐ **Victor Garcia Skate Park**

DESIGN PHASE

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

DESIGN PHASE

Project Name:	Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Status:	Project On-Hold
Project Name:	W. Las Milpas Rd. Reconstruction
Design Engineer:	R. Gutierrez Engineering
Description:	Reconstruction of W. Las Milpas Road
Status:	Staff is working on acquiring the additional right of way needed. Design is approximately 95% Complete
Project Name:	Downtown Pharr Lights (Polk to IH-2)
Design Engineer:	City of Pharr Engineering Department.
Description:	Installation of decorative street lights from Polk St. to IH-2
Status:	Staff is coordinating with AEP so they can provide and install the decorative lights turn key.
Project Name:	Downtown Park
Design Engineer:	City of Pharr Engineering Department.
Description:	A new City Park adjacent to City Hall
Status:	Design has begun on the South side of the downtown park
Project Name:	559 FY 15 DAP- Pharr Reyonsa Intl. Br. Northbound lane and 2nd BSIF Exit
Design Engineer:	TEDSI/Half Associates
Description:	Addition on 2 northbound lanes and a 2nd BSIF Exit.
Status:	Design is at 100% completion. Currently under review by CBP, GSA, and TXDOT

DESIGN PHASE

Project Name:	559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)
Design Engineer:	Half Associates
Description:	Construction of a dry Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab
Status:	Design is at 100% Completion. Under Review by GSA, CBP

DESIGN PHASE

Project Name:	Bridge Facility Expansion & Toll Booth Improvements.
Design Engineer:	The Warren Group
Description:	Renovation and Expansion of the existing Bridge Building Facility
Status:	Project is to be Re-Bid
Project Name:	St. Jude Overflow Parking
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of an overflow parking on the property adjacent to St. Jude Catholic Church. Size of Parking lot is approximately 2 acres.
Status:	Design is complete. Staff is working with Public Works on the construction of the new parking lot.
Project Name:	Fire Station No. 1
Design Engineer:	The Warren Group
Description:	Design of a new Fire Station No. 1 located on FM 495 and Knights Dr.
Status:	Site Location has been finalized, and final design has begun

CONSTRUCTION PHASE

Project Name:	Jackson Rd. - Right Turn Lane Construction Project		
Engineer:	R. Gutierrez		
Contractor	M.J.A. Construction		
Contract Amount	\$149,558	Contract Time (Days)	45
Notice to Proceed	10/11/2018	Contract Time Used:	173.33%

Description: The addition of a right-turn lane for TOPGOLF exit

Status:

Pictures:



CONSTRUCTION PHASE

Project Name:	Thomas Rd. Intersection Widening		
Engineer	R. Gutierrez		
Contractor	M.J.A. Construction		
Contract Amount	\$254,658	Contract Time (Days)	55
Notice to Proceed	11/28/2018	Contract Time Used:	54.55%

Description: Widening of the Thomas Road Intersections at Cage Blvd. and Jackson Rd.

Status: Project began Novemeber 28, 2018

Pictures: (None)



CONSTRUCTION PHASE

Project Name:	Pharr Nature Birding Center		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$2,390,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	115.19%

Description: Construction of a new park.

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Allen & William Arnonld Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$2,200,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	115.19%
Description: Construction of a new Park			
Status: Construction is ongoing.			
Pictures:			
 			
 			

CONSTRUCTION PHASE

Project Name:	Dr. Long Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$1,500,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	115.19%

Description: Construction of a new Park

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Fire Station No. 4		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$1,500,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	115.19%

Description: Construction of a new Fire Station in South Pharr

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Renovations of Jose "Pepe" Salinas Civic Center		
Architect	Diseño		
Contractor	Davila Construction		
Contract Amount	\$3,200,000	Contract Time (Days)	240
Notice to Proceed	10/1/2018	Contract Time Used:	36.67%
Description: Renovations of an approximately 16,000 s.f. facility and construction of a new Parks Administration Building			
Status: Construction is Ongoing			
Pictures:			
 			
 			

CONSTRUCTION PHASE

Project Name:	Utility Relocation for Hike & Bike Tunnel under Veterans.		
Engineer	SG&E		
Contractor	FSSI		
Contract Amount	\$304,645	Contract Time (Days)	210
Notice to Proceed	9/5/2018	Contract Time Used:	54.29%
Description: Design of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road			
Status: Construction is ongoing			
Pictures:			

CONSTRUCTION PHASE

Project Name:	City of Pharr Parks and Recreation Dugouts for Pharr Sports		
Architect	Alvarado Architects		
Contractor	Arell Construction		
Contract Amount	\$295,000	Contract Time (Days)	90
Notice to Proceed	9/5/2018	Contract Time Used:	126.67%
Description: Construction of 8 new dugouts at Pharr Sports Complex and Witten Park			
Status: Construction is ongoing			
Pictures:			
 			
 			

CONSTRUCTION PHASE

Project Name:	Moore Rd. 24" Sanitary Sewer Improvements		
Engineer	In-House (Pharr Engineering Dept.)		
Contractor	Saenz Brothers Construction		
Contract Amount	\$799,288	Contract Time (Days)	60
Notice to Proceed	10/31/2018	Contract Time Used:	96.67%
Description: Construction of aroximately 2,300 feet of new 24" Sanitary Sewer Line			
Status: Construction is ongoing			

Pictures:



CONSTRUCTION PHASE

Project Name:	Manhole Rehabilitation Project		
Engineer	In-House (Pharr Engineering Dept.)		
Contractor	Southern Trenchless, LLC		
Contract Amount	\$223,962	Contract Time (Days)	90
Notice to Proceed	12/3/2018	Contract Time Used:	27.78%
Description: Rehabilitation of approximately 46 manholes			
Status: Construction is just beginning			
Pictures:			

CONSTRUCTION PHASE

Project Name:	Victor Garcia Skate Park		
Engineer	Spa Skateparks		
Contractor	Spa Skateparks		
Contract Amount	\$300,000	Contract Time (Days)	180
Notice to Proceed	7/31/2018	Contract Time Used:	83.33%

Description: Construction of a new Skatepark at Victor Garcia Park

Status: Construction is substantially complete

Pictures:





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: December 26, 2018

MEETING DATE: January 7, 2019

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 - 12/26/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: January 3, 2019

MEETING DATE: January 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Approval of Minutes for December 17, 2018 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Minutes for meeting held on Monday, December 17, 2018

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 01/03/2019
Final Approval - 01/03/2019

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, DECEMBER 17, 2018
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, December 17, 2018 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

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

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

MINUTES: REGULAR CALLED MEETING
DECEMBER 17, 2018

Mayor Hernandez called the meeting to order at 4:02 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None

ITEM 3. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR DECEMBER 2018

Alex Meade, City Manager, introduced the Sales Tax Collection Report for the month of December and reported there was an overall positive result for \$649,981, which was a 16.25% increase for the same time last year.

B) CITY EVENTS OF INTEREST

Alex Meade, City Manager, reported on upcoming events at the Pharr Events Center. He stated two PSJA Orchestra events would take place on December 17 and December 18, 2018 from 6:00 p.m. to 8:00 p.m. The Blue Santa Toy Giveaway would be held on December 19, 2018 from 4:00 p.m. to 8:00 p.m. The Parks and Recreation Football Ceremonies would take place on December 20, 2018 from 6:00 p.m. to 8:00 p.m. and Little Joe Concert on December 22, 2018 from 7:00 p.m. to 12:00 a.m.

Alex Meade, City Manager, further reported the City of Pharr would be having a Christmas Tamalada on Friday, December 21, 2018 from 5:00 p.m. to 8:00 p.m. at the Development and Research Center located at 850 W. Dicker Rd. He stated this was a free event and invited everyone to attend.

At this time, Comm. Carrillo thanked the City of Pharr staff for a great job and wished everyone a Merry Christmas and a Happy New Year.

ITEM 4. CONSENT AGENDA

MINUTES: REGULAR CALLED MEETING
DECEMBER 17, 2018

- A) APPROVAL OF MINUTES FOR DECEMBER 10, 2018 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION FOR TEXAS LEVERAGE FUND (PEDC II)**
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR PROPOSALS FOR 300KW NATURAL GAS STAND-BY GENERATOR FOR THE NEW PHARR PUBLIC SAFETY COMMUNICATIONS BUILDING (COMMUNICATIONS)**
- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR PROPOSALS FOR A VIDEO WALL FOR THE NEW PHARR PUBLIC SAFETY COMMUNICATIONS BUILDING (COMMUNICATIONS)**
- E) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES: (ADMINISTRATION)**
 - 1. LOS BANDIDOS MEXICAN GRILL & SPORTS BAR REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.06 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 188, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6903 SOUTH JACKSON ROAD. CUP#181179**
 - 2. THE CITY OF PHARR, FOR THE BETTERMENT OF THE CITY, REQUESTED A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO HEAVY COMMERCIAL DISTRICT (H-C). THE SUBJECT SITE IS LOCATED ON THE SOUTH SIDE OF EAST CLARK AVENUE WITH THE PROPERTY'S PHYSICAL ADDRESS BEING 200 EAST CLARK AVENUE. COZ#181177**

PLATS:

- 1. M GARCIA ENGINEERING, LLC, REPRESENTING DARREL JOHNSON, A ATTIC XI LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, REQUESTED PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED A ATTIC XI SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 4.957 ACRE TRACT OF LAND SITUATED IN LOT 202, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1200 BLOCK OF WEST RIDGE ROAD. SUB#181135 (DEVELOPMENT SERVICES)**
- 2. CLH ENGINEERING INC., REPRESENTING RICARDO ABREU, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED KISKEYA PARK SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 3.42 ACRES OUT OF LOT 8, BLOCK 4, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY**

**IS LOCATED WITHIN THE 1200 BLOCK OF WEST MINNESOTA ROAD. SUB#160924
(DEVELOPMENT SERVICES)**

Alex Meade, City Manager, introduced the item and recommended approval of the consent agenda.

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

Ordinance No. O-2018-49 and Resolution No. R-2018-72 are filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AMENDING THE CITY OF PHARR THOROUGHFARE PLAN AND THE HIDALGO COUNTY THOROUGHFARE PLAN TO REFLECT RIGHT-OF-WAY (ROW) REVISIONS REQUESTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR CAGE BLVD. (US 281), NOLANA LOOP (FM 3461) AND JACKSON RD. (FM 3362 AND FM 2061) (ENGINEERING)**

Alex Meade, City Manager, introduced the item. He briefly stated this was to increase right-of-way on the City of Pharr Thoroughfare Plan from 120 feet to 150 feet as per TxDOT and recommended approval.

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

Resolution No. R-2018-73 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPROVING REVISED MISSION, VISION, AND GOALS FOR THE CITY OF PHARR (ADMINISTRATION)**

Alex Meade, City Manager, introduced the item. He briefly explained this was a condensed version of the mission, vision and goals previously approved by City Commission and recommended approval.

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

Resolution No. R-2018-74 is filed with the City Clerk's Office.

ITEM 6. ADMINISTRATIVE

- A) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF THE DESIGN/BUILD VICTOR GARCIA SKATE PARK PROJECT AND RELEASE OF RETAINAGE IN THE AMOUNT OF \$15,000 (PROJECT NO. 1718-40-510-S003-020) (ENGINEERING)**

Alex Meade, City Manager, introduced the item and recommended approval.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 WITH LONGORIA'S ELECTRIC IN THE AMOUNT OF \$3,775 FOR THE WITTEN PARK & PHARR SPORTS COMPLEX LIGHTING (EMERGENCY) (PROJECT NO. 1718-40-510-C012-001) (ENGINEERING)**

Alex Meade, City Manager, introduced the item. He briefly stated this was to relocate some concrete light poles and recommended approval.

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

- C) CONSIDERATION AND ACTION, IF ANY, ACCEPTING THE 2018 CITY OF PHARR WATER AND WASTEWATER MASTER PLAN PREPARED BY GARCIA INFRASTRUCTURE CONSULTANTS, LLC. (ENGINEERING)**

Alex Meade, City Manager, introduced the item and staff has reviewed the plan and concurred with the findings. He further recommended approval.

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

ITEM 7. PURCHASING

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO RATIFY THE PURCHASE OF LIME SLURRY FOR ROADWAY SUBGRADE LIME TREATMENT FOR PHARR BRIDGE PHASE II PROJECT TOTALING \$56,118. IN ADDITION, STAFF IS SEEKING AUTHORIZATION TO SET-UP A SUPPLY CONTRACT FOR THE PURCHASE OF TYPE B LIME SLURRY AT A**

UNIT PRICE OF \$187.06/TON FOR THE REMAINDER OF FISCAL YEAR 18-19 (PROJECT #1819-01-517-SP001-001) (PUBLIC WORKS)

Alex Meade, City Manager, introduced the item and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A PURCHASE CONTRACT FOR THE PURCHASE OF COMPUTERS (154) AND DISPLAY MONITORS (54) WITH IMAGING SERVICES THROUGH A TEXAS DIR CONTRACT WITH SHI GOVERNMENT SOLUTIONS FOR LIBRARY AND VARIOUS CITY DEPARTMENT COMPUTER REPLACEMENTS (PROJECT #1819-01-518-P004-003) (IT)

Alex Meade, City Manager, introduced the item and recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE PURCHASE AND INSTALLATION OF (14) FOURTEEN XYBIX DISPATCH CONSOLES UTILIZING AN H-GAC CONTRACT #EC07-18 WITH ERGOFLEX SYSTEMS, INC. DBA XYBIX SYSTEMS, INC. IN THE AMOUNT OF \$180,428.50 (PROJECT #1819-01-525-P007-001) (COMMUNICATIONS)

Alex Meade, City Manager, introduced the item. He stated this was for the new Communications Center building and recommended approval.

Comm. Carrillo asked how advanced the technology was. Danny Ramirez, Communications Director, stated this equipment had a 5-year warranty and the technology should keep us going for at least 10 years.

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

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AGREEMENT WITH SMARTCOM TELEPHONE, LLC FOR DATA NETWORK CONNECTIVITY AT NEW COMMUNICATIONS CENTER BUILDING. (PROJECT #1819-01-518-IPQ024-001) (IT)

MINUTES: REGULAR CALLED MEETING
DECEMBER 17, 2018

Alex Meade, City Manager, introduced the item and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DOCTORS HOSPITAL AT RENAISSANCE, LTD FOR A ONE TIME WELLNESS SCREENING SERVICES (PROJECT 1819-01-526-IPQ025-001) (HR)

Alex Meade, City Manager, introduced the item. He briefly explained this was for the 2019 Health Fair in January and further recommended approval.

Comm. Carrillo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH CAROLLO ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF THE WASTEWATER TREATMENT PLANT OXIDATION DITCH NO. 2 AND OTHER ITEMS IDENTIFIED BY TCEQ IN NEED OF REPAIR (PROJECT #1819-60-584-S010-001) (ENGINEERING)

Alex Meade, City Manager, introduced the item and called upon City Engineer.

Omar Anzaldúa, City Engineer, stated this was for the regional scope of rehabilitation of the Wastewater Treatment Plant Oxidation Ditch #2. He stated TCEQ performed an inspection and identified other areas that need to be addressed. At this time, he recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT FOR PHARR INTERNATIONAL BRIDGE SURVEILLANCE PROJECT (BRIDGE)

Alex Meade, City Manager, introduced the item. He stated the awarded company was taken over by new management and staff would like to consider hiring another security company to finish the installation.

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

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

The time being 4:11 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 11. RECONVENE

The time being 4:26 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 9. LEGAL

A) CONSULTATION WITH ATTORNEYS AND POSSIBLE ACTION ON DAHLIA YBARRA VS. CITY OF PHARR, C-4849-16-F (LEGAL)

Alex Meade, 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. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:27 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 17th DAY OF DECEMBER 2018 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the

MINUTES: REGULAR CALLED MEETING
DECEMBER 17, 2018

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

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: January 4, 2019

MEETING DATE: January 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action on Development Services Cases:

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 01/04/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.1.

DATE SUBMITTED: December 27, 2018

MEETING DATE: January 7, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Maria Lilia Garcia, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (larger than 120 square feet) in a Single Family Residential District (R-1). The property is legally described as being all of Lots 1 thru 4, Block 22, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 206 East Hawk Avenue. **CUP#181181**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Maria Lilia Garcia, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (larger than 120 square feet) in a Single Family Residential District (R-1). **CUP#181181**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (larger than 120 square feet) in a Single-Family Residential District (R-1) subject to the listed conditions.

Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use to allow an Oversized Storage Unit (larger than 120 square feet) in a Single-Family Residential District (R-1) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Angie Resio

Created/Initiated - 12/27/2018

Roland Gomez
Melanie Cano
City Management Office

Approved - 01/03/2019
Approved - 01/04/2019
Final Approval - 01/04/2019

MEMORANDUM

DATE: MONDAY, JANUARY 7, 2019
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR
THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN OVERSIZED STORAGE UNIT (LARGER THAN 120 SQUARE FEET) FILE NO. CUP#181181
--

GENERAL INFORMATION:

APPLICANT: Maria Lilia Garcia, has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (larger than 120 square feet) in a Single Family Residential District (R-1).

LEGAL DESCRIPTION: The property is legally described as being all of Lots 1 thru 4, Block 22, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 206 East Hawk Avenue.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit

CODE COMPLIANCE DIVISION: Recommends approval of the Conditional Use Permit

PLANNING DIVISION: Recommends approval of the Conditional Use Permit

**NOTIFICATION
OF PUBLIC:**

Forty-two (42) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received one telephone call for information only.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

Development Services is recommending **approval** of the request for Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (larger than 120 square feet) in a Single-Family Residential District (R-1) subject to the following conditions:

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

**PLANNING & ZONING
COMMISSION:**

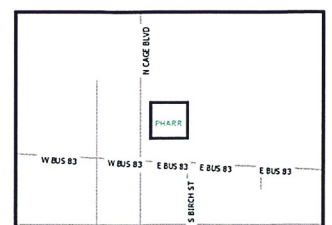
Planning and Zoning Commission voted unanimously to **approve** the request for a Life-of-the-Use Conditional Use to allow an Oversized Storage Unit (larger than 120 square feet) in a Single-Family Residential District (R-1) subject to staff's recommendations.

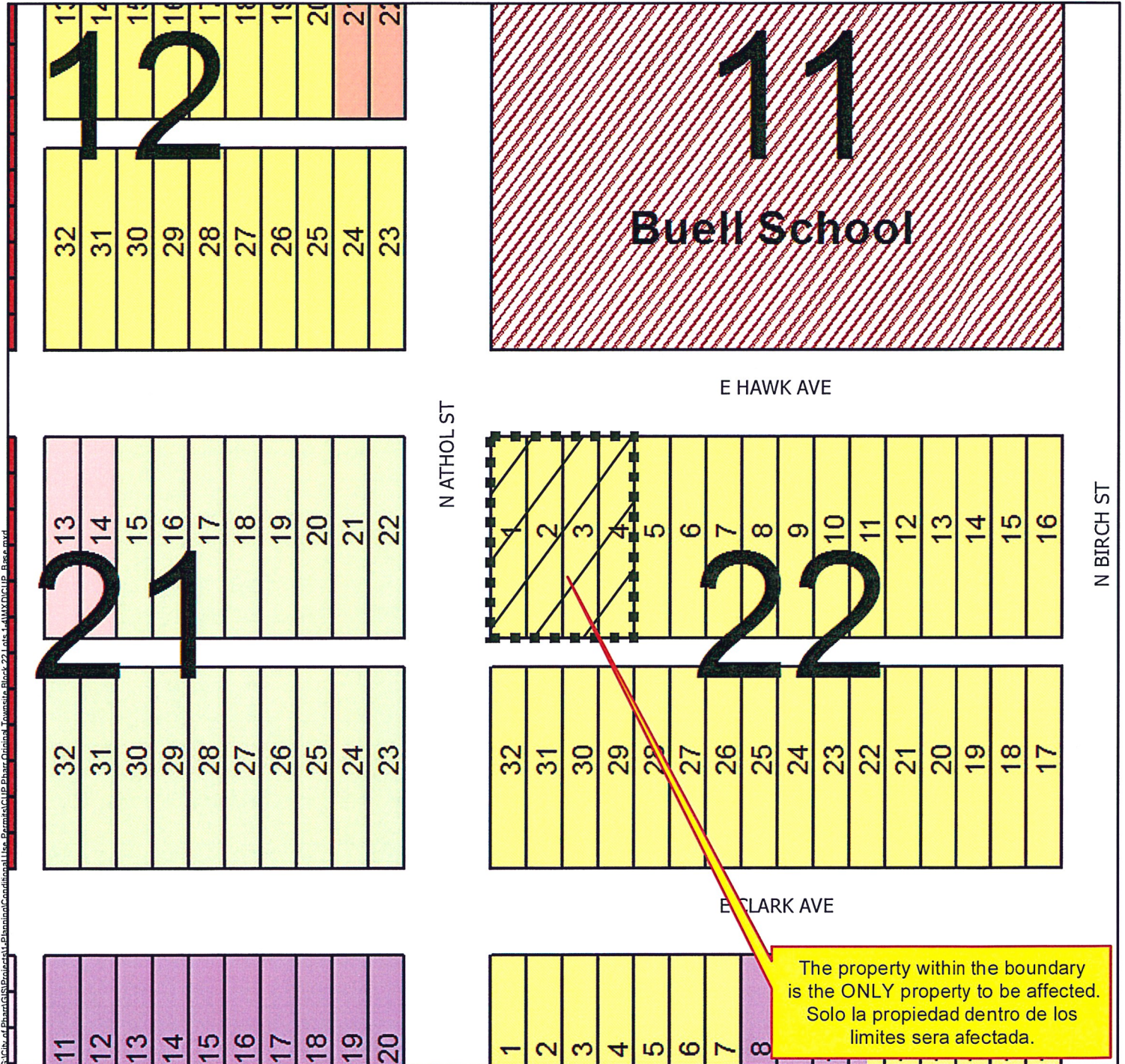


- | | | |
|-----------------------------|-------------------|-------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial |
| Single Family | HUD Code | Heavy Industrial |
| Single Family Small Lot | Rail Road R.O.W. | Limited Industrial |
| Two Family | Government Owned | Neighborhood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

- | |
|--------------------------|
| Valley View ISD |
| Planned Unit Development |

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





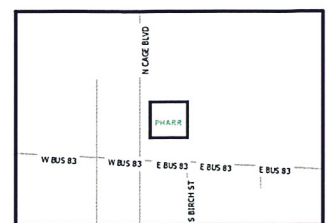
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Two Family
- Medium Density Multi-Family
- High Density Multi-Family
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W.
- Government Owned
- General Business
- Business District
- Drainage Easement

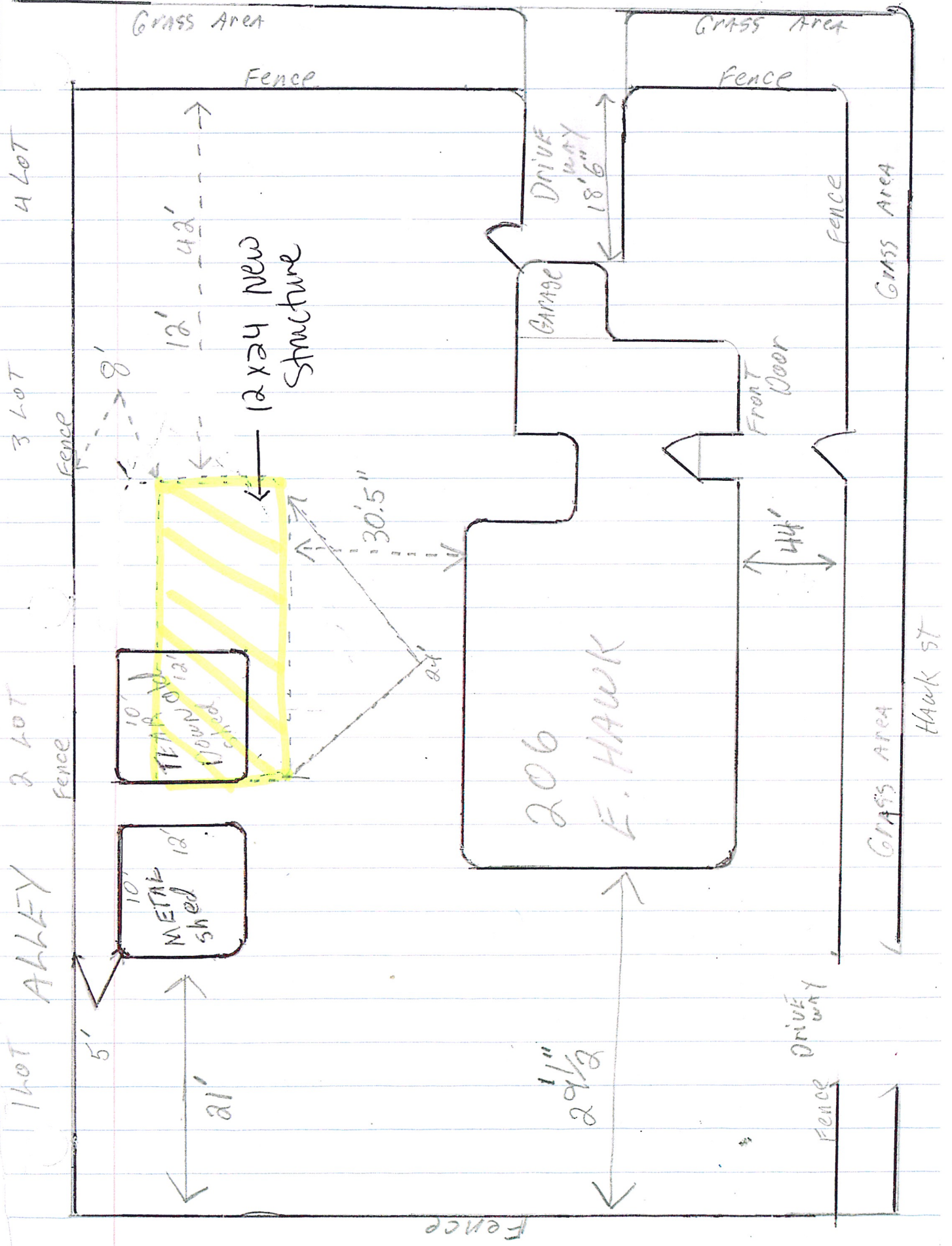
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD

- Valley View ISD
- Planned Unit Development

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



ATHOL ST









AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.2.

DATE SUBMITTED: December 27, 2018

MEETING DATE: January 7, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Margaritas Mexican Grill and Cantina, Inc. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.06 acre tract of land, more or less out of Lot 2, CVS Pharmacy No. 10142 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1305 South Cage Boulevard, Suites 1 and 2. **CUP#171166**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Margaritas Mexican Grill and Cantina, Inc. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#171166**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 12/27/2018
Approved - 01/03/2019
Approved - 01/03/2019
Final Approval - 01/04/2019



Pharr



MAYOR Ambrosio Hernández, MD | INTERIM CITY MANAGER Edward Wylie, EMC
COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

January 7, 2019

Conditional Use Permit **Renewal** for ABC –

Magaritas Mexican Grill
and Cantina, Inc.

Background:

Magaritas Mexican Grill and Cantina, Inc. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 1st renewal for Magaritas Mexican Grill and Cantina, Inc.

The property is located at 1305 South Cage Boulevard, Suites 1 and 2. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC Margaritas Mexican Grill and Cantina_2017



MEMORANDUM

DATE: MONDAY, JANUARY 7, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#171166 (MARGARITA'S GRILL & CANTINA)

GENERAL INFORMATION:

APPLICANT: Margaritas Mexican Grill and Cantina, Inc. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.06 acre tract of land, more or less out of Lot 2, CVS Pharmacy No. 10142 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1305 South Cage Boulevard, Suites 1 and 2.

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

COMMENTS:

POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
----------------------	--

FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
-------------------------	--

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

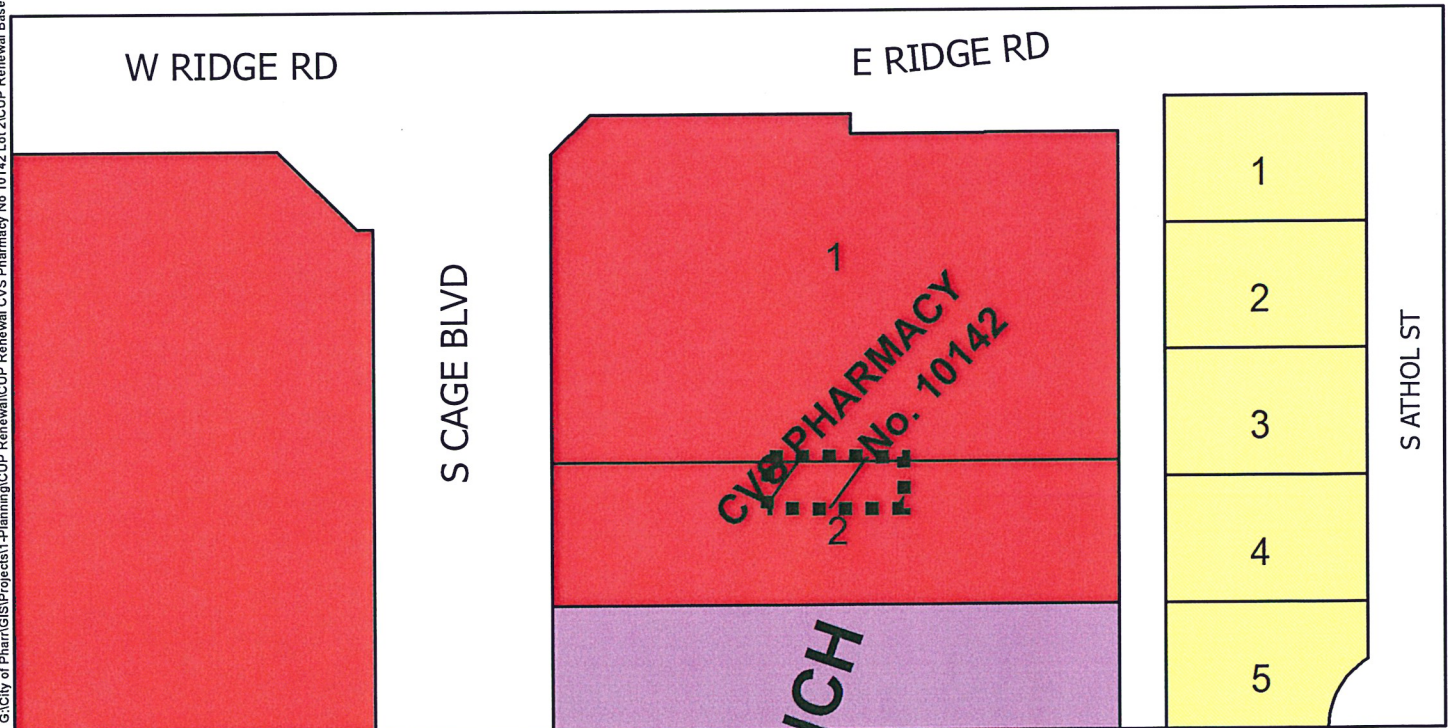
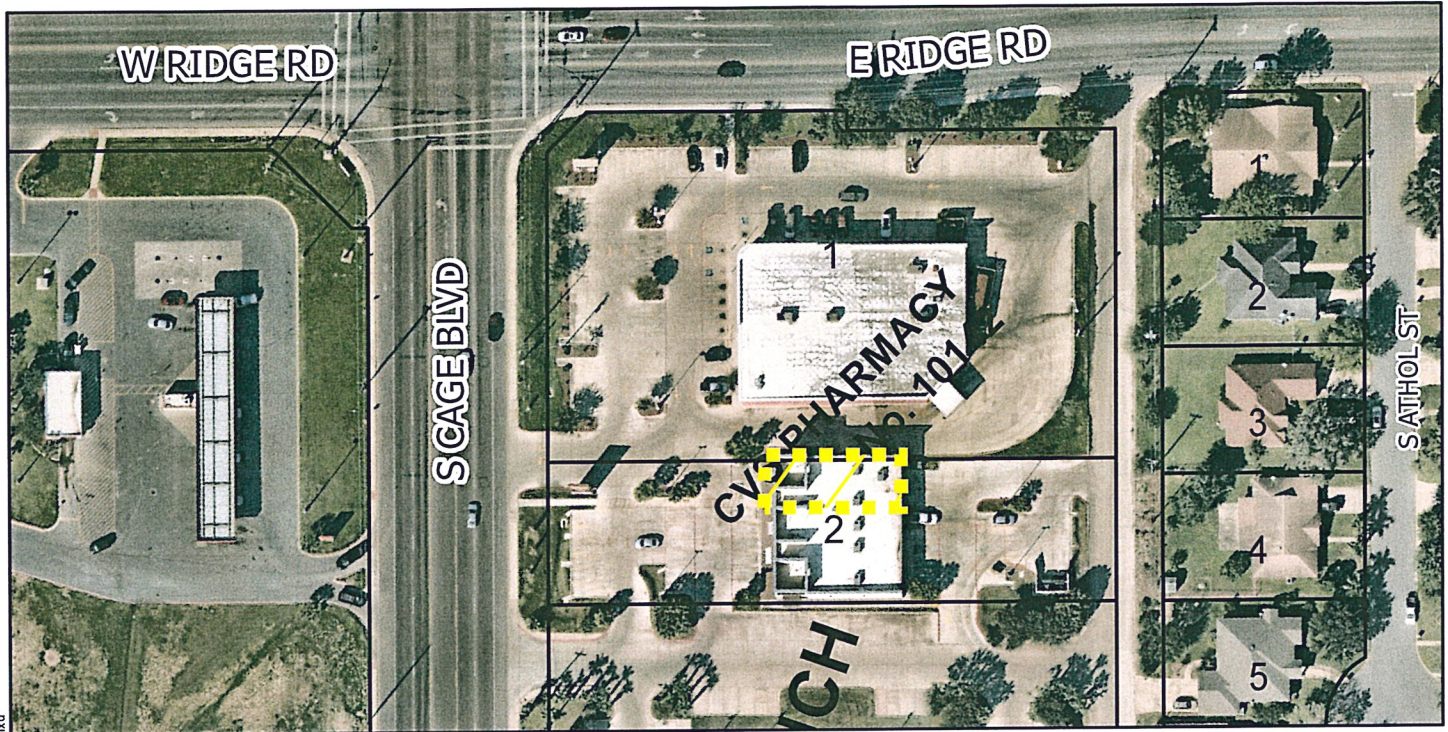
Recommends approval of
the Conditional Use Permit.

PLANNING DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATION:**

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



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

Scale: 1 inch = 121 feet



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: January 4, 2019

MEETING DATE: January 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 01/04/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.1.

DATE SUBMITTED: December 27, 2018

MEETING DATE: January 7, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Pablo Soto Jr., P.E., representing Silvano Delgado and Maria Elena Delgado, owner's, are requesting preliminary and final plat approval of the proposed Replat of Lot 8, Las Fuentes Subdivision. The property is legally described as being a 0.97 acre tract of land, coming out of Lot 8, Las Fuentes Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 300 Block of West Navarro Street.
SUB#180821

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Pablo Soto Jr., P.E., representing Silvano Delgado and Maria Elena Delgado, owner's, are requesting preliminary and final plat approval of the proposed Replat of Lot 8, Las Fuentes Subdivision. **SUB#180821**

Financial Consideration: N/A

Staff Recommendation: Development Services recommends preliminary and final plat approval of the proposed Replat of Lot 8, Las Fuentes Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat approval of the proposed Replat of Lot 8, Las Fuentes Subdivision.

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano

Created/Initiated - 12/27/2018
Approved - 01/03/2019
Approved - 01/04/2019

City Management Office

Final Approval - 01/04/2019

MEMORANDUM

DATE: MONDAY, JANUARY 7, 2019
TO: MAYOR AND CITY COMMISSION
THROUGH: ALEX MEADE, CITY MANAGER
FROM: DEVELOPMENT SERVICES

SUBJECT: REPLAT OF LOT 8, LAS FUENTES SUBDIVISION FILE NO. SUB#180821
--

GENERAL INFORMATION:

APPLICANT: Pablo Soto Jr., P.E., representing Silvano Delgado and Maria Elena Delgado, owner's, are requesting preliminary and final plat approval of the proposed Replat of Lot 8, Las Fuentes Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.97 acre tract of land, coming out of Lot 8, Las Fuentes Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 300 Block of West Navarro Street.

ZONING: The property is currently zoned Single Family Residential District (R-1). The adjacent zones are Single Family Residential District (R-1) to the north, east and west and Limited industrial District (L-I) to the south. The property is designated for single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Single family residential homes.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary and final plat approval of the proposed Replat of Lot 8, Las Fuentes

Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:**

1. Will need a street cut permit at building permit stage for sewer installation.

EASEMENTS:

1. Label existing or dedicated easements on plat.
2. Show existing easements and ROW's if any.

**SIDEWALK:
ADA:**

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. At the time of the Subdivision review it was found to be in reasonable compliance.

WATER:

1. See attach comments.
2. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attach comments.
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. Proposed 8-inch bleeder line from the pond to the swale must have either a safety end treatment or concrete rip-rap at both ends. Bleeder pipe must be flush against side slopes.

OTHER:

1. Owners are to maintain detention/retention areas. (add note on plat)
2. Owners to maintain R.O.W. and perimeter of subdivision. (add note on plat)
3. Use dual signature block for Surveyor and Engineer (since it is same person).
4. Need to update the year in all signature blocks to 2019 or place a blank line.
5. For Planning and Zoning signature block place Mr. Wyllie's name first then Chairman
6. For City of Pharr signature block change City Secretary to City Clerk.
7. For Irrigation signature block Irrigation is misspelled.
8. For metes & Bounds please verify the wording on the first sentence of the first paragraph.
9. General Plat note #1: provide full description for flood zone.

10. General Plat note #2: remove setback feet and place "As per City of Pharr Ordinance"
11. General Plat note #6: Follow new HCDD No. 1 Directive.
12. Missing a plat note, provide landscaping note.
13. Provide full description of monuments.
14. Be consistent with text in plat.
15. See staff comments attached.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat approval of the proposed Replat of Lot 8, Las Fuentes Subdivision.

PLAT REVIEW FOR: *RE-PLAT OF LOT 8 LAS FUENTES SUBDIVISION*

COMMENTS: Initials: I.V. / O.D.L. / R.B DECEMBER 13, 2018

WATER:

- Water service line will need to be 1" with a 1"x3/4" reduction at the meter
- Water meter box will need to be installed prior to meter installation
- Water meter will be 3/4"
- Will need to correct water service detail (polyethylene tubing)
- Follow City of Pharr Construction Standards Manual

SEWER:

- Both lots will need to have individual sewer services 4"
- Sewer services will not be allowed to connect to a sewer M/H
- Sewer M/H will not be allowed
- Will need to connect sewer service to main line
- Follow City of Pharr Construction Standards Manual

Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply with the condition(s) or the water meter(s) will not be installed.

Print Name: _____

Signature: _____

Date: _____

SUBDIVISION: Replat of Lot 8,
Las Fuentes**DATE:** December 13, 2018**REVIEW:** Preliminary**PLAT**

1. Location Map---Street names are not legible.
2. Location Map---Show a true north arrow.
3. Note No. 4---Add to note “. . . of curb of the street at center of lot.”
4. Note No. 6---Use City of Pharr drainage directive. Detention volume calculations do not concur with the approved drainage report.
Please verify and make corrections.
5. Note No. 10---Revise note to say “All subdivision improvements must comply with the current stormwater pollution prevention plan (SW3P) and the Texas Pollutant Discharge Elimination System (TPDES).”
6. Add Note---Owners to maintain detention/retention areas.
7. Add Note---Owners to maintain ROW and perimeter of subdivision.
8. Add Note---Landscaping as per City of Pharr ordinance.

SITE PLAN

1. Revise overlapping text on the sewer line callout.
2. Revise overlapping text at the detention pond callout.

DRAINAGE

1. Proposed 8” bleeder line from the pond to the swale must have either a safety end treatment or concrete rip rap at both ends.
Bleeder pipe must be flushed against side slopes.

ADDITIONAL COMMENTS

LOT 15 LOT 16 LOT 17 LOT 17-A

LAS FUENTES SUBDIVISION

VOLUME 26, PAGE 130, MAP RECORDS

STREET

W. NAVARRO

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

353.00'

WEST 330 FEET OF THE EAST 660 FEET

OF LOT 358 KELLY-PHARR SUBDIVISION

MAP RECORDS

DOCUMENT NO. 2712504

MAP RECORDS

DOCUMENT NO. 1831952

OFFICIAL RECORDS

LOCATION MAP

SCALE 1"=100'

359

358

357

356

355

354

353

352

351

350

349

348

347

346

345

344

343

342

341

340

339

338

337

336

335

334

333

LOT 15

LOT 16

LOT 17

LOT 17-A

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

LOT 35

LOT 36

LOT 37

LOT 38

LOT 39

LOT 40

LOT 41

LOT 42

LOT 43

LOT 44

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

LOT 50

LOT 51

LOT 52

LOT 53

LOT 54

LOT 55

LOT 56

LOT 57

LOT 58

LOT 59

LOT 60

LOT 61

LOT 62

LOT 63

LOT 64

LOT 65

LOT 66

LOT 67

LOT 68

LOT 69

LOT 70

LOT 71

LOT 72

LOT 73

LOT 74

LOT 75

LOT 76

LOT 77

LOT 78

LOT 79

LOT 80

LOT 81

LOT 82

LOT 83

LOT 84

LOT 85

LOT 86

LOT 87

LOT 88

LOT 89

LOT 90

LOT 91

LOT 92

LOT 93

LOT 94

LOT 95

LOT 96

LOT 97

LOT 98

LOT 99

LOT 100

LOT 101

LOT 102

LOT 103

LOT 104

LOT 105

LOT 106

LOT 107

LOT 108

LOT 109

LOT 110

LOT 111

LOT 112

LOT 113

LOT 114

LOT 115

LOT 116

LOT 117

LOT 118

LOT 119

LOT 120

LOT 121

LOT 122

LOT 123

LOT 124

LOT 125

LOT 126

LOT 127

LOT 128

LOT 129

LOT 130

LOT 131

LOT 132

LOT 133

LOT 134

LOT 135

LOT 136

LOT 137

LOT 138

LOT 139

LOT 140

LOT 141

LOT 142

LOT 143

LOT 144

LOT 145

LOT 146

LOT 147

LOT 148

LOT 149

LOT 150

LOT 151

LOT 152

LOT 153

LOT 154

LOT 155

LOT 156

LOT 157

LOT 158

LOT 159

LOT 160

LOT 161

LOT 162

LOT 163

LOT 164

LOT 165

LOT 166

LOT 167

LOT 168

LOT 169

LOT 170

LOT 171

LOT 172

LOT 173

LOT 174

LOT 175

LOT 176

LOT 177

LOT 178

LOT 179

LOT 180

LOT 181

LOT 182

LOT 183

LOT 184

LOT 185

LOT 186

LOT 187

LOT 188

LOT 189

LOT 190

LOT 191

LOT 192

LOT 193

LOT 194

LOT 195

LOT 196

LOT 197

LOT 198

LOT 199

LOT 200

LOT 201

LOT 202

LOT 203

LOT 204

LOT 205

LOT 206

LOT 207

LOT 208

LOT 209

LOT 210

LOT 211

LOT 212

LOT 213

LOT 214

LOT 215

LOT 216

LOT 217

LOT 218

LOT 219

LOT 220

LOT 221

LOT 222

LOT 223

LOT 224

LOT 225

LOT 226

LOT 227

LOT 228

LOT 229

LOT 230

LOT 231

LOT 232

LOT 233

LOT 234

LOT 235

LOT 236

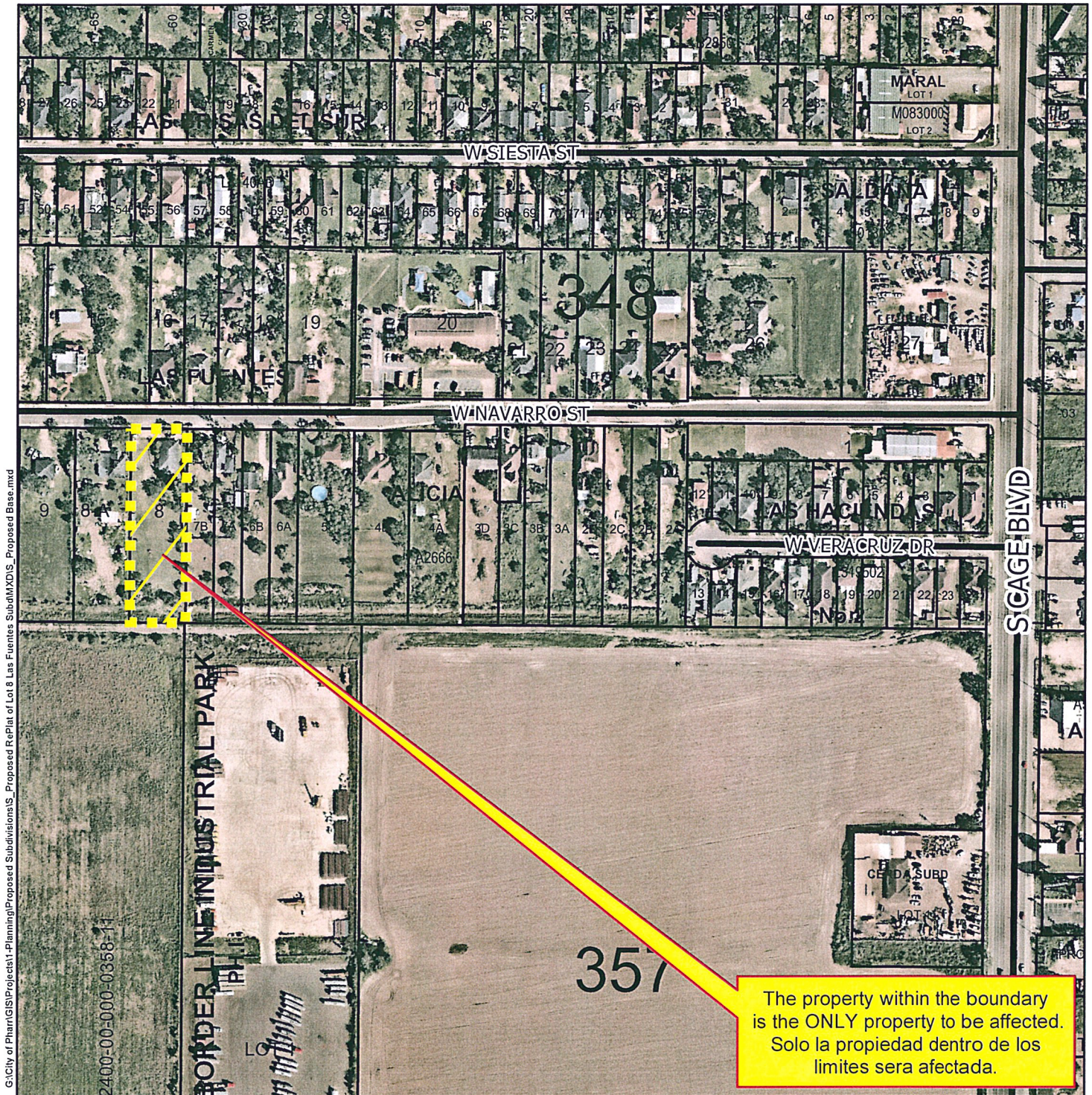
LOT 237

LOT 238

LOT 239

LOT 240

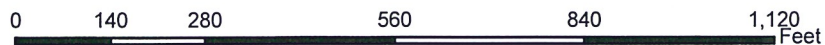
Proposed Subdivision
 RePlat of Lot 8 Las Fuentes Subd.
 Pablo Soto Jr P.E.



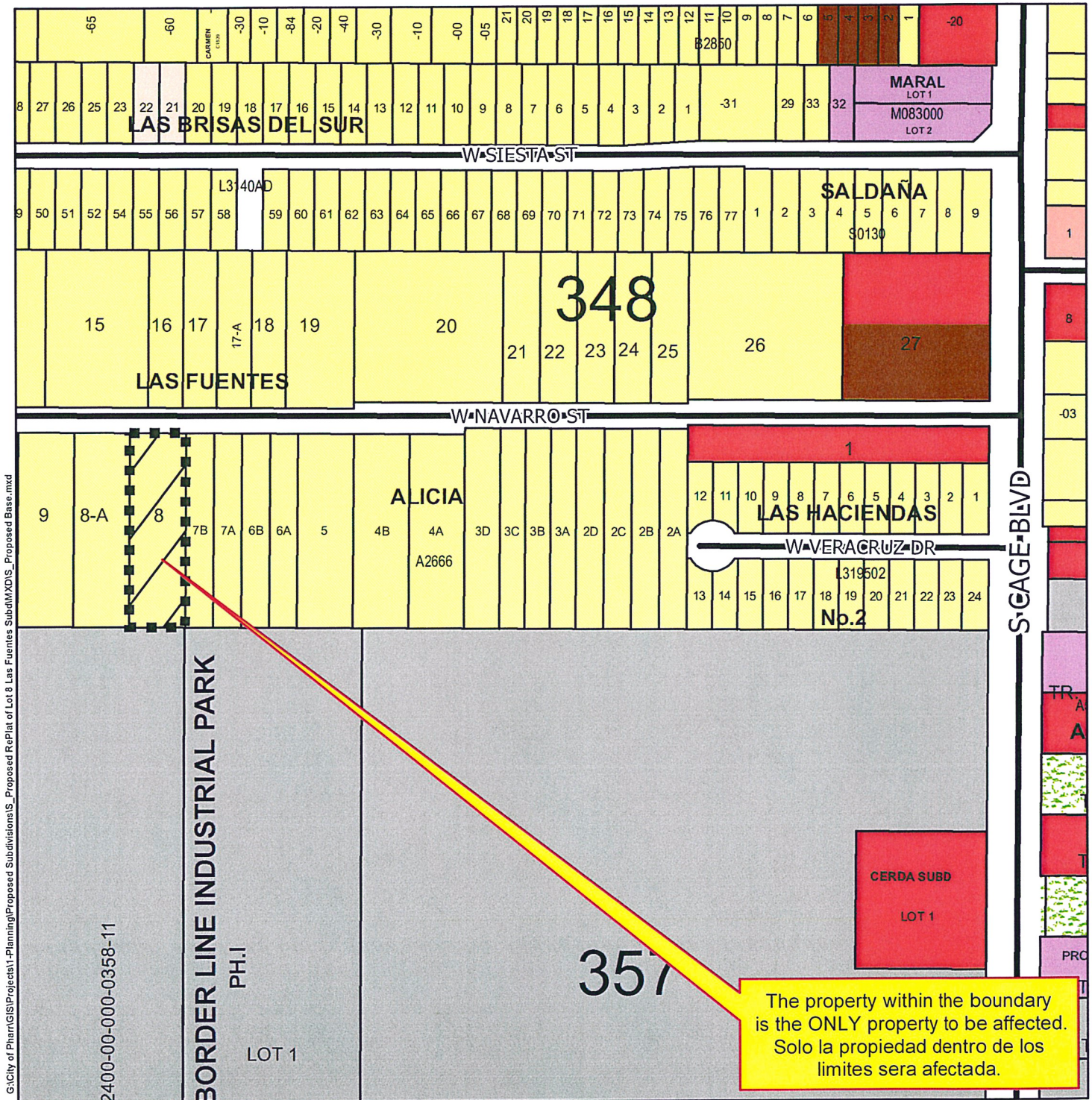
G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed RePlat of Lot 8 Las Fuentes Subd\MXD\1-Proposed Base.mxd

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

Scale: 1 inch = 282 feet



Date: 12/4/2018



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed RePlat of Lot 8 Las Fuentes Subd\MXD\1-Proposed Base.mxd

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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: January 2, 2019

MEETING DATE: January 7, 2019

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to sign agreement with Texas Gas Service for installation of gas line at Public Safety Communications Building.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any allowing the City Manager to sign agreement with Texas Gas Service for installation of gas line at Public Safety Communications Building at no cost to the City

Financial Consideration: \$0

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Daniel Ramirez	Created/Initiated - 01/02/2019
Daniel Ramirez	Approved - 01/02/2019
Patricia Rigney	Approved - 01/02/2019
Carolina Quintanilla	Approved - 01/02/2019
Karla Moya	Approved - 01/04/2019
City Management Office	Final Approval - 01/04/2019

**AGREEMENT FOR GAS INSTALLATION
BY TEXAS GAS SERVICE COMPANY**

This Agreement is made effective as of _____, 20____
(the "Effective Date"), by and between Texas Gas Service Company, a division of ONE
Gas, Inc., an Oklahoma corporation ("TGS"), and the following named "Applicant:"

Applicant's Name:	City of Pharr
Applicant's Address:	118 South Cage - 4 th floor, Pharr, Texas, 78577
Service Site/Extension Area:	City of Pharr Public Safety Communications, 100 West Ferguson, Pharr, Texas, 78577
Facilities Requested:	The installation of 290 feet of service pipe to serve 1 commercial meters. Maximo WO # 2018-1001764511

Description	Applicant's Cost
Materials, Construction, Design & Inspection	\$00.00
Total	\$00.00

WHEREAS, Applicant desires that TGS provide natural gas utility service to the
Service Site or Extension Area(as described above); and

WHEREAS, the provision of gas service to the Service Site or Extension Area
will require the installation of the "Facilities Requested" (as described above) within
public utility rights of way and/or private rights of way, along with service stubs at each
delivery site within the Service Site or Extension Area as further described on the
Design Plans attached hereto as Exhibit A and incorporated herein by reference (gas
service lines, main lines, meter loops and service stubs described above are collectively
referred to as the "Facilities");

NOW, THEREFORE, in order to induce TGS to extend natural gas utility service
to the Service Site or Extension Area, it is agreed as follows.

1. Payment of Extension Expenses; Commencement Date. Applicant agrees to
pay to TGS the total "Applicant's Cost" price set forth above prior to commencement of
the installation by TGS. After receipt of payment of the Applicant's Cost, installation,
relocation, or replacement of the Facilities shall be commenced and completed as soon
as is practicable.

2. Delays in Construction; Termination. TGS shall not be responsible for delays in construction or installation of any Facilities caused by TGS' inability to obtain access or rights of way, inclement weather, strikes, government actions or any other cause beyond TGS' reasonable control.

In the event the payment described at paragraph 1 above has not been made within 30 days from the date TGS executes this Agreement, or if for any reason beyond TGS' control TGS has not commenced construction of the gas service facilities within 60 days after TGS' execution hereof, TGS may at its sole option: (1) cancel this Agreement by giving Applicant 15 days' notice; or (2) redetermine the cost of the facility installation and adjust the amount of payment to be made by Applicant in accordance with such cost; or (3) install the Facilities pursuant to the terms and conditions set forth herein. In the event TGS cancels this Agreement pursuant to this paragraph, TGS shall immediately refund to Applicant all funds paid to TGS pursuant to this Agreement.

3. Ownership of Gas Lines and Equipment. All Facilities constructed and/or installed by TGS pursuant to this Agreement shall be the sole property of TGS, and Applicant shall have no lien or other property interest therein. The Facilities constructed and/or installed by Applicant and inspected and accepted by TGS pursuant to this Agreement shall be the sole property of TGS, and Applicant shall have no lien or other property interest therein.

4. Additional Terms and Conditions. This Agreement shall contain the terms and conditions set forth in the following attachments, which are incorporated herein by reference:

Exhibit A: Design Plans
Addendum 1: Construction

5. PIC Construction. If Applicant desires to cause the Facilities to be constructed by a third party (as indicated by circling "Yes" below), then (i) the PIC Construction Guidelines are attached hereto as Addendum [4] and are incorporated herein by reference and (2) the PIC insurance requirements are attached hereto as Addendum [5] and are incorporated herein by reference.

PIC Construction Applicable? No

6. Miscellaneous. The parties further agree as follows:

6.1 No Waiver by Failure to Act. Neither any failure nor any delay on the part of TGS in exercising any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right by TGS. Payment of any sum by TGS to Applicant with or without knowledge of a breach shall not be deemed a waiver of the breach or any other breach.

6.2 Assignment. Applicant shall not assign this Agreement, or any part hereof, without the written consent of TGS' Manager of Regional Engineering, or subcontract any part of the work except in accordance with the terms of this Agreement. This Agreement shall be binding upon the respective successors, legal representatives and assigns of the parties.

6.3 Entire Agreement. This Agreement, together with the Addenda and Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter of the Agreement. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties. TGS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, AGREEMENTS OR WARRANTIES NOT EXPRESSLY SET FORTH HEREIN.

6.4 Severability. If any paragraph or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, to the extent permitted by law, such provision shall be replaced by similar terms deemed legal, valid and enforceable. If any illegal, invalid or unenforceable paragraph or provision of this Agreement cannot be so cured, that paragraph or provision shall be severed from the remaining portion of this Agreement, which shall otherwise remain legal, valid and enforceable.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts of law rule or principle that would otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

6.7 Attorneys' Fees. In the event either TGS or Applicant institutes an action or other proceeding to enforce any rights arising under this Agreement, the prevailing party shall be paid all reasonable costs and attorneys' fees by the other party, such fees to be set by Court and not by jury.

6.8 Headings; Interpretation. The headings used herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement. When used in this Agreement, the term "including" shall mean without limitation by reason of enumeration.

6.9 Counterparts. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement. Delivery of an executed counterpart to this Agreement by telecopy, e-mail or other electronic means (e.g., "pdf" or "rtf") shall be effective as an original.

6.10 Waiver of Consumer Rights Under Texas' Deceptive Trade Practices Act: APPLICANT HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF APPLICANT'S OWN SELECTION, APPLICANT VOLUNTARILY CONSENTS TO THIS WAIVER.

6.11 Authority to Execute Agreement. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date first written above, notwithstanding any later dates of execution appearing below.

**TEXAS GAS SERVICE COMPANY,
a division of ONE Gas, Inc.**

By: _____

Printed name Title

Date Signed: _____

City of Pharr

By: _____

Authorized Signatory

Printed name Title

Date Signed: _____

ADDENDUM 1

CONSTRUCTION

1. Coordination of Construction Activities - Applicant. Applicant shall perform or cause to be performed the following acts prior to installation of the Facilities Requested, and shall provide evidence of completion to TGS as requested by TGS:

1.1 Property Rights/Access. Applicant shall provide a suitable right of way or easement for placement of the natural gas line and appurtenances. The right of way or easement shall be free from known environmental conditions and of sufficient width and rights of ingress and egress for the natural gas facilities.

1.2 Notice. Execution of this Agreement by Applicant and payment of the Applicant Cost shall serve as notice that Applicant desires to have TGS commence installation of the gas distribution facilities described in Facilities Requested. Notwithstanding the foregoing, Applicant must notify TGS when it believes it has achieved Site Readiness (defined below). TGS will confirm Site Readiness within 15 calendar days from such notice by Applicant.

1.3 Site Readiness: TGS cannot construct facilities until "Site Readiness" is achieved. A construction site for a new facility (i.e. new building) is ready when: Site development permit with limits of construction inclusive of gas installation per the Plans is obtained from appropriate agency, grading and staking are complete, water and wastewater systems have been installed, and area for gas installation per the Plans is clear and accessible, A construction site for an existing facility that requires relocation, replacement, or a new service is ready when: staking is complete, area for the gas installation per the Plans is clear and accessible, owner has notified tenants of work, and traffic control has been coordinated if applicable. If applicable for commercial sites, the external plumbing kick out must be installed and desired riser location marked per the attached diagram below in Section 6.

1.4 Plans. Applicant has provided to TGS a site plan of the subject Service Site reflecting the location of any structures thereon, along with the location at which the yard line is to be connected to the internal piping of such structures (the "Design Plans"), a copy of which is attached hereto as Exhibit A and incorporated hereby reference. Applicant acknowledges that TGS designed the Facilities based on the Design Plans provided by Applicant.

1.5 Grading and Staking. Prior to commencement of installation of the Facilities Requested, Applicant shall grade to subgrade $\pm$.50 feet (6 inches) all streets, alleys, roadways or easements in which the services shall be installed.

In the event that the Applicant must grade after the installation of gas infrastructure, TGS must be notified to ensure minimum cover is maintained. If grading activities after gas installation cause the installation to not meet standards, Applicant is fully responsible for all costs associated with lowering and/or relocation required.

1.6 Water/Wastewater Systems. Applicant shall ensure that all water, wastewater and sewer construction has been completed and tested prior to commencement of work on the Requested Facilities by TGS.

1.7 Other Installations. Applicant shall not permit the installation of any underground electrical, telephone, cable television or other wiring or conduit systems within the area to be used for the Facilities Requested until the Facilities Requested have been installed and tested.

1.8 Coordination of Trenching. All required pre-blasting of utility trenches, including natural gas trenches, shall be coordinated by Applicant prior to the commencement of installation of any underground utility systems.

1.9 Soil Density. Applicant shall be responsible for all testing of soil densities and required compactions.

1.10 Pavement Repairs. Applicant shall be responsible for the replacement or repair of asphalt and concrete removed by TGS on private property.

1.11 Additional Depth. Cover in excess of the amounts set forth below may be required. Applicant is responsible for costs associated with extra depth, if necessary, to achieve proper cover.

2. Depth of Installations. Installation of natural gas facilities shall conform to the following depth requirements:

2.1 Mains. Unless otherwise provided in the Special Conditions, the ditch shall be cut to sufficient depth to provide a minimum cover of thirty-six inches (36") from the top of the pipe. Depth of cover shall be measured from the lowest of the ditch sides. When the pipeline ditch is located parallel to and less than five feet (5') from, or crosses a burrow or drainage ditch, the depth of cover shall be measured to the bottom of the burrow or drainage ditch. In areas to be graded after installation of the pipeline, the depth of cover shall be thirty-six inches (36") from the finish grade. If the line traverses rock, the ditch shall be cut to sufficient depth to provide a minimum cover of thirty-six inches (36") from the top of the pipe. If the line traverses shifting sand or sand dunes, the ditch shall be cut to a sufficient depth to provide a minimum cover of sixty inches (60") from the top of the pipe.

2.2 Service Lines. Each service line shall be installed with a minimum depth of cover of twenty-four inches (24") from the main to the property line and twenty-four inches (24") from the property line to the structure, and thirty inches (30") in alleys, easements, streets and roads. Should the meter location be at the property line, minimum cover shall be twenty-four inches (24"). In all circumstances, when mandated by governmental agencies, additional cover will be required. Service lines shall be graded uniformly so that any liquids will drain toward the main. Each service line shall be properly supported on undisturbed or well-compacted soil. Sags or pockets are not permitted.

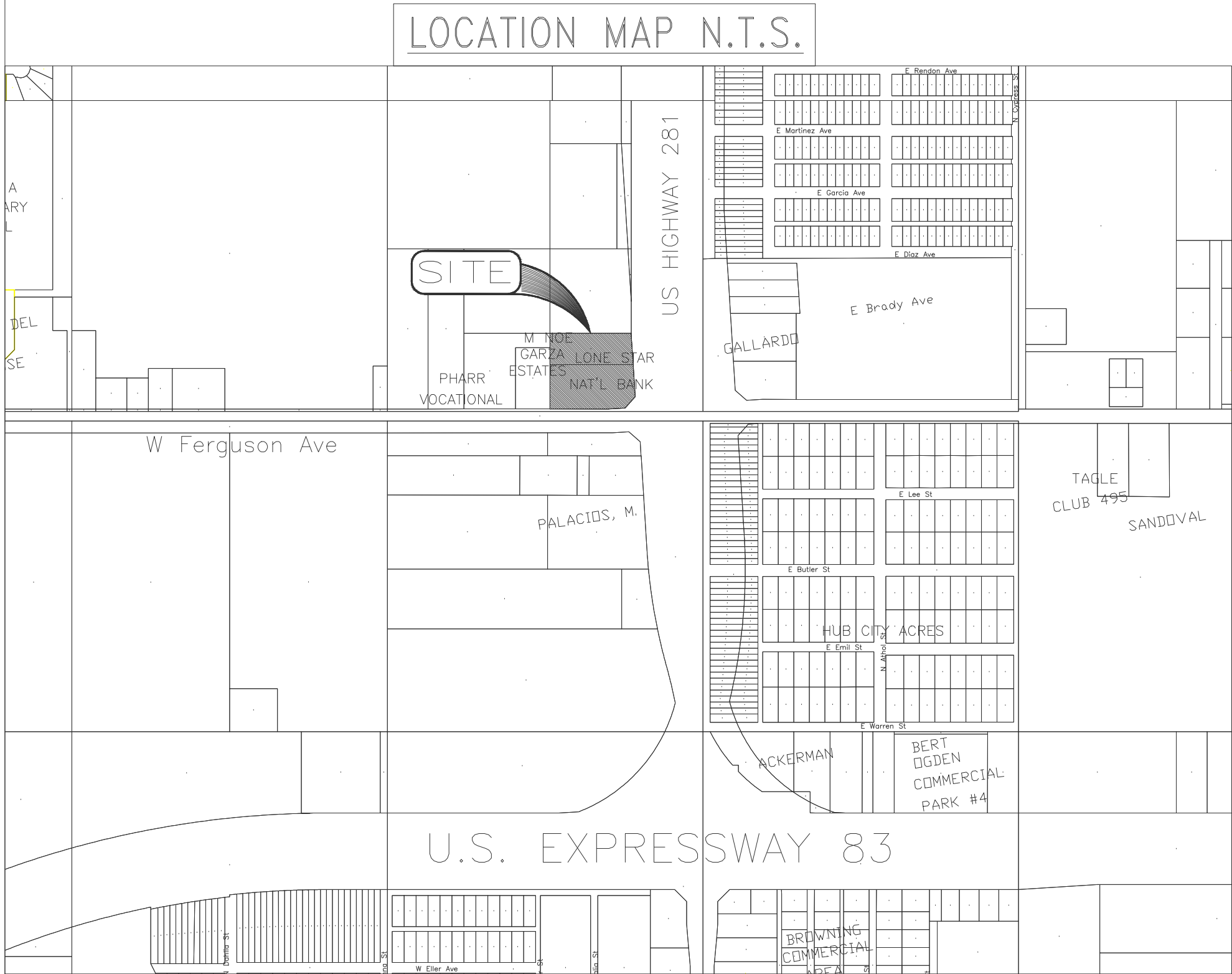
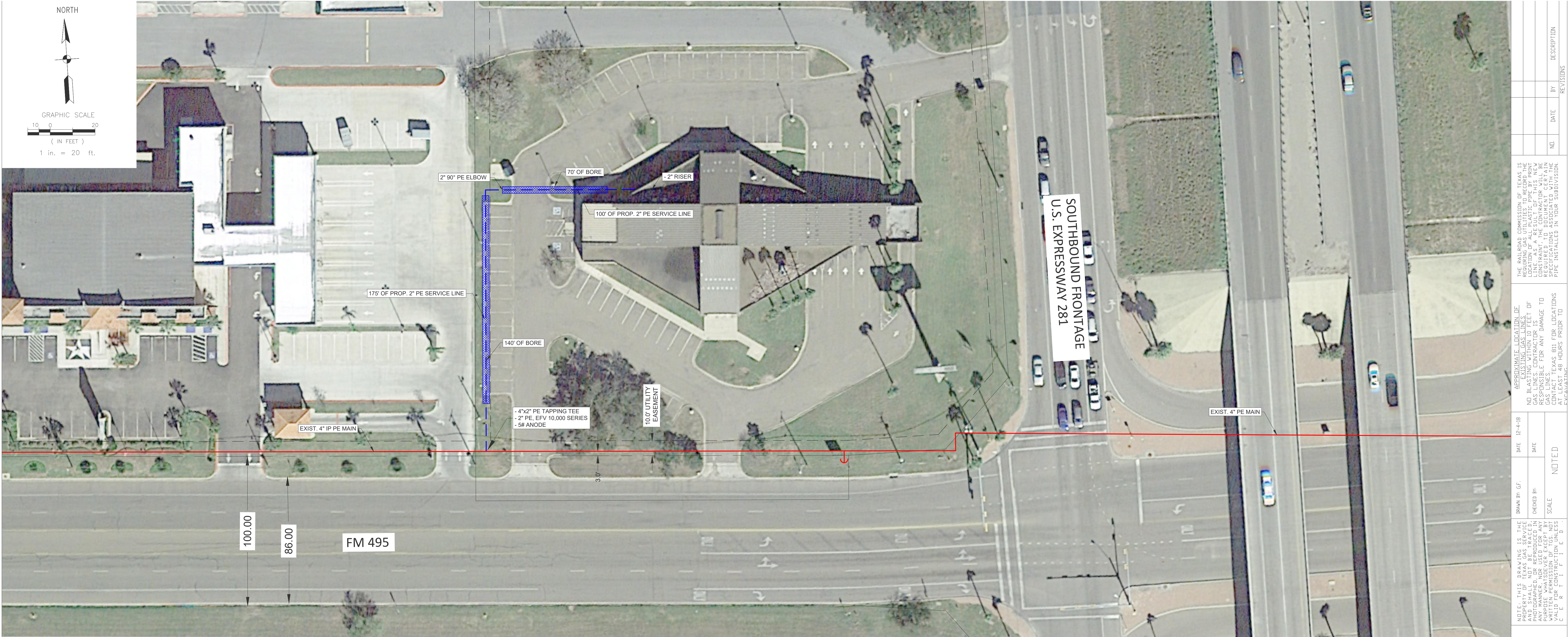
2.3 Additional Depth. When mandated by governmental agencies, additional cover may be required. Additional cover requested by Applicant shall be provided at additional cost.

3. Move In/Move Out. In the event TGS is required to remove its equipment and crews from the work site after commencement of work and prior to completion thereof due to no fault of TGS, Applicant shall reimburse TGS the sum of \$1,500.00 for the expenses of same. This fee shall be paid by Applicant for each additional move in/move out required of TGS.

4. Additional Costs/Changes. Applicant shall be liable for any expenses incurred by TGS for the performance of any of the acts required of Applicant pursuant to this Addendum and for any additional design services or inspections necessitated by deviations from the construction plans or facilities described in Facilities Requested.

5. Initiation of Gas Service. TGS may refuse to initiate gas service to the Service Site until Applicant has reimbursed TGS for any additional expenses as set forth in Section 3 and 4 above.

6. Riser/Meter Location Requirements. A diagram of the riser/meter location requirements are attached hereto and incorporated herein.



LEGEND

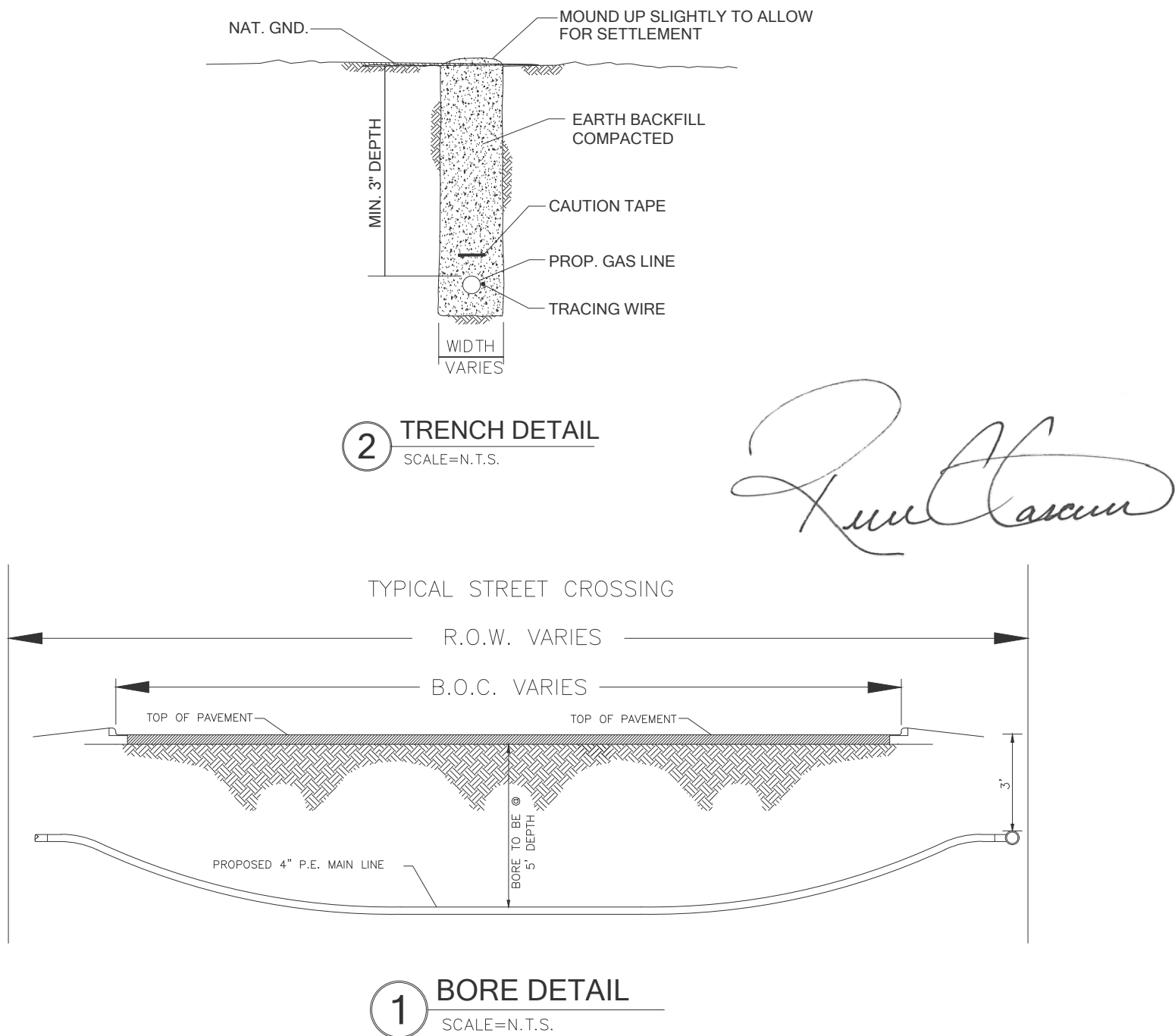
	EXISTING GAS MAIN
	NEW GAS MAIN
	NEW SERVICE LINE

SERVICES		
SIZE	LENGTH	MATERIAL
2"	290'	PE

FITTINGS		
QUANTITY	SIZE	TYPE
1	4"x2"	PE TAPPING TEE
1	2"	PE, EFV SERIES 10,000
1	2"	PE 90° ELBOW
1	2"	RISER
1		5# ANODE

SERVICE INSTALL METHOD			
TRENCH	BORE	INSERT	DEVELOPER OPENS TRENCH
30'	260'	0	0

- NOTES
- PRIOR TO THE INSTALLATION OF T.G.S. OWNED GAS LINES, IT IS THE CUSTOMERS RESPONSIBILITY TO GRADE ALL STREETS, ALLEYS, ROADWAYS OR EASEMENTS TO SUBGRADE, ± .50 FEET (6 INCHES).
 - ALL SURFACE REPAIRS MADE ON PRIVATE PROPERTY BY TEXAS GAS SERVICE OR ITS AFFILIATES, WILL BE TEMPORARY. ALL PERMANENT REPAIRS ARE THE OWNERS RESPONSIBILITY.
 - CONTRACTOR TO CONTACT T.G.S. ENG. DEPT. PRIOR TO CONSTRUCTION TO VERIFY ASSIGNMENTS OF MAINS & SERVICES WHEN APPLICABLE.
 - DETERMINATION OF GRADE FOR GAS MAINS AT STORM SEWER CROSSINGS TO BE DONE IN THE FIELD IN CONJUNCTION WITH PROFILE SHEETS WHEN APPLICABLE.
 - ALL SPOIL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALLATION.
 - #14 COPPER TRACER WIRE TO BE PLACED IN BOTTOM OF TRENCH PARALLEL TO MAINS & SERVICES. ALL WIRE JOINTS SHALL BE IN ACCORDANCE WITH T.G.S. STANDARDS. TRACER WIRE TO BE ONE CONTINUOUS UNIT.
 - MARKER TAPE TO BE INSTALLED 1 FOOT BELOW SUBGRADE & PARALLEL TO MAINS & SERVICES.
 - COMPACTION OF TRENCHES IN ALL ROADWAYS SHALL BE DONE IN ACCORDANCE WITH TEXAS GAS SERVICE STANDARDS.
 - CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - ANODE TO BE INSTALLED TO TRACER WIRE. TRACER WIRE WILL NOT BE TIED TO WRAPPED STEEL MAIN.
 - ALL STUBS MUST BE MARKED BY A 4" POLYETHYLENE SLEEVE WHICH IS 4' IN LENGTH. THE SLEEVES CAN BE PICKED UP AT TEXAS GAS SERVICE, 5613 AVE F, AUSTIN. T.G.S. WILL REMOVE THE SLEEVE AT THE TIME OF YARD LINE INSTALLATION.
 - ALL BORES WILL BE DIRECTIONAL UNLESS OTHERWISE SPECIFIED.



THE RAILROAD COMMISSION OF TEXAS IS THE SOLE AUTHORITY TO APPROVE THE LOCATION OF ALL PLASTIC PIPE BY PRINT LINES AS A RESULT OF THIS NEW INSTALLATION. THE CONTRACTOR IS REQUIRED TO DOCUMENT CERTAIN GAS LINES. CONTACT TEXAS 811 FOR LOCATIONS AT LEAST 48 HOURS PRIOR TO AVOIDANCE.		DATE	BY	DESCRIPTION
APPROXIMATE LOCATION OF EXISTING GAS LINES. NO BLASTING WITHIN 10 FEET OF GAS LINES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO GAS LINES. CONTACT TEXAS 811 FOR LOCATIONS AT LEAST 48 HOURS PRIOR TO AVOIDANCE.		DATE	NOTED	
DATE	12-4-18	SCALE	NOTED	
DECKED BY		SCALE		
DRAWN BY	GF.	SCALE		
NOTES	THIS DRAWING IS THE PROPERTY OF TEXAS GAS SERVICE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WHATSOEVER EXCEPT BY THE INDIVIDUAL OR ENTITY FOR WHOM IT WAS PREPARED. IT IS NOT VALID FOR CONSTRUCTION UNLESS C E R T I F I E D.			
OFFICE	Texas Gas Service™ A Division of ONE Gas			
FIRE DEPARTMENT	100 W FERGUSON AVE, PHARR, TX	REV.		
W/JD IND.	2018-1001764511	MHP GRID		
MHP/SCD PAGE NO.				



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: December 28, 2018

MEETING DATE: January 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Contract for the Single Machine Repaving Project Year 4. (Project No. 1819-01-528-C006-241)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Project consists of repaving various streets throughout the City of Pharr using the single pass asphalt recycling method.

On December 27, 2018 bids were opened and one bid was received from Cutler Repaving Inc.

Financial Consideration: Bid is in the amount of \$2,878,047.54 for Bid Items 1-20

Staff Recommendation: Staff recommends award of contract for the Single Machine Repaving Project Year 4 to Cutler Repaving Inc. for Bid Items 1-20 in the amount of \$2,878,047.54

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 12/28/2018

Omar Anzaldua

Approved - 12/28/2018

Patricia Rigney

Approved - 01/02/2019

Carolina Quintanilla

Approved - 01/02/2019

Karla Moya

Approved - 01/03/2019

City Management Office

Final Approval - 01/03/2019



Pharr



**RECOMMEND TO
AWARD**

BID OPENING: DECEMBER 27, 2018 AT 4:00 P.M.
LOCATION: CITY COMMISSIONER'S ROOM, 2ND FLOOR
SINGLE MACHINE REPAVING YEAR 4
PROJECT NO.: 1819-01-528-C006-241

BIDDERS:				CUTLER REPAVING LAWRENCE, KS	
ITEM	DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL BID
1	1. ROAD REPAVING - 1-in Recycling (Single-Pass Method) as Per Section 02616R	230,672	SY	\$3.15	\$726,616.80
2	2. ROAD REPAVING - Recycling Agent	46,134	GAL	\$3.65	\$168,389.10
3	3. ROAD REPAVING - Curblane Milling. Include Proper Disposal of All Spoil Material.	148,931	LF	\$2.25	\$335,094.75
4	4. ROAD REPAVING - MH Adjustment to Grade	102	EA	\$270.00	\$27,540.00
5	5. ROAD REPAVING - Valve Adjustment to Grade	20	EA	\$175.00	\$3,500.00
6	6. ROAD REPAVING - HMAC TY D Limestone Aggregate (1-in) Include Delivery and Placement	230,672	SY	\$5.15	\$1,187,960.80
7	7. CONCRETE REPAIR - Remove and Replace Valley Gutter and Apron (3000 PSI) (Reinforced) Include Proper Disposal of All Spoil Material. All Complete in Place.	361	SY	\$147.15	\$53,121.15
8	8. CONCRETE REPAIR - Remove and Replace Curb & Gutter and Apron (3000 PSI) (Reinforced) Include Proper Disposal of All Spoil Material. All Complete in Place.	100	LF	\$141.70	\$14,170.00
9	9. PAVEMENT MARKINGS - REFL PAV MRK TY I (WHITE) 24-in (SOLID) (100MIL) for Stop Bar. All Complete in Place.	3,166	LF	\$6.84	\$21,655.44
10	10. PAVEMENT MARKINGS - REFL PAV MRK TY I (WHITE) 12-in (SOLID) (100MIL). All Complete in Place.	737	LF	\$3.42	\$2,520.54
11	11. PAVEMENT MARKINGS - REFL PAV MRK TY I (WHITE) 4-in (SOLID) (100MIL). All Complete in Place.	7,217	LF	\$0.74	\$5,340.58
12	12. PAVEMENT MARKINGS - REFL PAV MRK TY I (YELLOW) 4-in (SOLID) (100MIL). All Complete in Place.	15,543	LF	\$0.74	\$11,501.82
13	13. PAVEMENT MARKINGS - REFL PAV MRK TY I (YELLOW) 4-in (BROKEN) (100MIL). All Complete in Place.	1,629	LF	\$0.74	\$1,205.46
14	14. PAVEMENT MARKINGS - REFL PAV MRK TY II-A-A. All Complete in Place.	400	LF	\$5.13	\$2,052.00
15	15. INTERSECTION REPAVING - HMAC TY D Limestone Aggregate (4-in)(Include Delivery and Placement	2000	SY	\$23.00	\$46,000.00
16	16. INTERSECTION REPAVING - Misc. Milling (4-in). Include Removal, Hauling and Proper Disposal of Materials (Refer to Section 02102 Part 3.03)	2000	SY	\$8.80	\$17,600.00
17	17. BASE REPAIR - Caliche and Asphalt Removal (8-in) Including Hauling and Proper Disposal of Material (Refer to Section 02102 Part 3.03)	4,613	SY	\$10.00	\$46,130.00
18	18. BASE REPAIR - Caliche (6-in) w/3% Lime (TY F GR 3) Include Delivery and Placement	4,613	SY	\$22.00	\$101,486.00
19	19. BASE REPAIR - Prime Coat (MC-30)	4,794	GAL	\$8.00	\$38,352.00
20	20. BASE REPAIR - HMAC TY D Limestone Aggregate (2-in) Include Delivery and Placement	4,613	SY	\$14.70	\$67,811.10
21	21. FULL DEPTH RECLAMATION (10 to 12-in) w/3% Lime, 2" TY D HMAC with Prime Coat, all complete in place. Includes incidentals.	7,296	GAL	Recommend Rejection of Item \$35.00	\$255,360.00
22	22. FULL DEPTH RECLAMATION (10 to 12-in) w/3% Lime, 4" TY D HMAC with Prime Coat and Tack Coat, all complete in place.	4,085	SY	Recommend Rejection of Item \$53.00	\$216,505.00
TOTAL AMOUNT BID					\$3,349,912.54
TOTAL AMOUNT RECOMMENDED					\$2,878,047.54
BID BOND					YES
ADDENDUM #1					YES
ADDENDUM #2					YES
ELECTRONIC BID SUBMITTED					YES
HARDCOPY OF BID SUBMITTED					YES



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: January 2, 2019

MEETING DATE: January 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on rejecting all bids for the City-Wide HVAC Replacement Project (Project No. 1819-01-522-C005-297) and authorizing the City Manager to re-advertise for bids.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: All Bids were deemed non-responsive and were disqualified due to not meeting the requirements of the bid solicitation.

Financial Consideration: The original assessment and budgeted amount provided to Finance was \$310,000.

Out of the \$310,000, \$50 were already spent. Funds available to cover for this project is \$260,000.

Staff Recommendation: Staff recommends rejecting all bids and re-advertising project for bids.

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 01/02/2019

Omar Anzaldua

Approved - 01/02/2019

Patricia Rigney

Approved - 01/03/2019

Carolina Quintanilla

Approved - 01/03/2019

Karla Moya

Approved - 01/04/2019

City Management Office

Final Approval - 01/04/2019



CITY OF PHARR
BID OPENING: DECEMBER 27, 2018 AT 3:00 P.M.
LOCATION: City Commission Room

PROJECT #1819-01-522-C005-297 CITY-WIDE HVAC REPLACEMENT

BIDDERS		NON-RESPONSIVE	NON-RESPONSIVE	NON-RESPONSIVE
		HUNT & WOODRUFF CONSTRUCTION COMPANY, LLC LAGUNA VISTA, TX	AIRCOOL TECH-ACT CORP. ALAMO, TX	RIO COMFORT A/C & HEATING, LLC MCALLEN, TX
DESCRIPTION	QTY	AMOUNT BID	AMOUNT BID	AMOUNT BID
ITEM NO. 1 - Police Department HVAC Unit Replacement	LS 1	\$340,414.80	\$201,075.00	\$206,105.76
ITEM NO. 2 - Police Department Building Automation System	LS 1	\$9,925.00	\$83,400.00	\$71,690.00
ITEM NO. 3 - Pharr Bridge HVAC Unit Replacement	LS 1	\$219,179.85	\$110,360.00	\$126,999.33
ITEM NO. 4 - Pharr Bridge Building Automation System	LS 1	\$57,000.00	\$59,400.00	\$51,700.00
ITEM NO. 5 - Memorial Library HVAC Unit Replacement	LS 1	\$209,888.23	\$155,960.00	\$163,257.21
ITEM NO. 6 - Memorial Library Building Automation System	LS 1	\$39,675.00	\$41,400.00	\$35,200.00
ITEM NO. 7 - Tierra Del Sol HVAC Unit Replacement	LS 1	\$270,783.40	\$177,105.00	\$169,819.08
ITEM NO. 8 - Tierra Del Sol Building Automation System	LS 1	\$64,975.00	\$55,800.00	\$47,080.00
TOTAL AMOUNT BID (ITEM NO. 1-8)		HANDWRITTEN TOTAL \$1,040,266.35	ELECTRONIC BID NOT SUBMITTED	ELECTRONIC BID NOT SUBMITTED
		\$1,211,841.28	\$884,500.00	\$871,851.38
CONDENSING UNIT MANUFACTURER		BASIS OF DESIGN: TRANE EQUIPMENT	BASIS OF DESIGN: TRANE EQUIPMENT	BASIS OF DESIGN: TRANE EQUIPMENT
HEATING AND COOLING UNITS MANUFACTURER		BASIS OF DESIGN: TRANE EQUIPMENT	BASIS OF DESIGN: TRANE EQUIPMENT	BASIS OF DESIGN: TRANE EQUIPMENT
FAN COIL UNIT MANUFACTURER		BASIS OF DESIGN: TRANE EQUIPMENT	BASIS OF DESIGN: TRANE EQUIPMENT	BASIS OF DESIGN: TRANE EQUIPMENT
QUALIFICATIONS		SUBMITTED	SUBMITTED	NOT SUBMITTED
BID BOND		SUBMITTED	SUBMITTED	NOT SUBMITTED
ADDENDUM		1,2,3	1,2,3	NOT SUBMITTED
HARDCOPY OF BID SUBMITTED		SUBMITTED	SUBMITTED	NOT ON REQUIRED BID FORM
ELECTRONIC BID SUBMITTED		SUBMITTED	NOT SUBMITTED	NOT SUBMITTED



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: January 2, 2019

MEETING DATE: January 7, 2019

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Leonardo Perez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an Interlocal Cooperation Agreement with Hidalgo County, Texas to provide emergency fire response into Rural Response Areas outside the City Limits. (Project No. 1819-01-515-S014-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Our current Contract expired on January 1, 2019. This renews our contract and includes the majority of the City of Pharr's ETJ. There are increases in the amounts allocated for responding into these areas should the fire department respond. This is a 3 year contract.

Financial Consideration: The rates for providing this service has been increased to help offset cost for providing this service to Hidalgo County from the previous contract.

Staff Recommendation: Our staff recommends approval of this agenda, so we can respond into our ETJ.

Alternatives:

ROUTING:

Leonardo Perez

Created/Initiated - 01/02/2019

Leonardo Perez

Approved - 01/02/2019

Patricia Rigney

Approved - 01/03/2019

Carolina Quintanilla

Approved - 01/03/2019

Karla Moya

Approved - 01/03/2019

City Management Office

Final Approval - 01/04/2019

INTERLOCAL COOPERATION AGREEMENT BETWEEN (Entity) **AND HIDALGO COUNTY, TX**

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 1st day of December, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Pharr, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of January, 2019.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

- 1.1 This contract shall be for a period commencing on **January 1, 2019**, and shall terminate on **January 1, 2022**.
- 1.2 After **January 1, 2022**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 **Any modifications to invoices shall be approved by both parties.** All Incident Reports should be submitted to County Fire Marshal's Office within (fifteen) 15 days of the following month and the County Fire Marshal's Office shall review all reports up to (fourteen) 14 days from date of receipt to determine approval or any adjustments agreeable to both parties prior to sending to Auditors Office for payment. Approved invoices shall be paid no later than **thirty (30) days** upon receipt of invoice by County.

- 1.6 Commencing on the 1 day of **January** 2019 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BASIC FIRST AID - Refers to the initial process of assessing and addressing the needs of someone who has been injured or is in physiological distress due to choking, minor scrapes and bruises, allergic reactions, drugs or other medical emergencies. Basic first aid allows you to quickly determine a person's physical condition and the correct course of treatment. You should always follow correct first aid procedures for it can be the difference between life and death.

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **INCLUDING situations of bee removal of hazards where no attack is in progress when arriving at emergency scene, or sustained at the time of response where firefighters are required to utilize bee suits and equipment.**

BODY RECOVERY – Any recovery of a deceased human remains.

CATEGORY – All and any emergency response shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a sworn position.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

ENTITY – The parent organization of a Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any regional response team/public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call that requires fire personnel to investigate the scene or incident to make a determination as to whether or not there is an emergency incident. If there are multiple alarms at the same location the responding Primary/Secondary Entity shall notify the Fire Marshal's Office by the next Business Day.

FIREFIGHTING – Any incident upon arrival that is a Working Structural and/or Vehicle Fire, a Petroleum Based Fire, or Brush, Grassland or Rubbish Fire requires the action or process of extinguishing fires by Entities

GOOD INTENT CALLS – Any emergency incident response where fire personnel were summoned, but were not required to take any action (investigation, standby, or there was no actual incident).
Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – response to any incident at a First Responder (**Awareness & Operations**) Level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. (fuel spills **below 35 gallons**, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.)

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– response to any incident at the Technician Level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, (i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills **above 35 gallons** from any structure, vehicle, and or storage type facility..

INCORPORATED / UNINCORPORATED AREA(S) - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city shall not be covered in this contract.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and “standing-by” for any situation in pursuance of a law enforcement, and or Investigative mission. **Excluding MVA duties (Traffic Control, Wash downs, Patient Packaging).**

MASS CASUALTY INCIDENT – any emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, (i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.)

MEDICAL CALL – In an emergency situation, under exigent circumstances and the situation dictates immediate medical attention excluding Basic First Aid, An EMS protocol shall be set up as follows:

Medical calls to be eligible for this category shall be limited to:

1. Burns/Explosions
2. Carbon Monoxide/Inhalation/Haz-Mat/CBRN
3. Electrocutions/Lightning
4. Inaccessible Incident, Other Entrapments (non-traffic)
5. Psychiatric/Abnormal Behavior/Suicide Attempt
6. Traffic/Transportation Incidents
7. Heart Problems– Stroke - Chest Pains – Cardiac or Respiratory Arrest/Death
8. Person Down – Unconscious/Non Responsive, Fatality
9. Breathing Problems -Choking
10. Traumatic Injuries

This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – When a Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of Public Works/Am-Bus/Regional Response Teams that is called upon to help mitigate the emergency. The call for additional resources is made by the Primary Entity and the call from Secondary Entity may be based on the extenuating circumstances, and may be made by the On-Scene Incident Commander, and must go through a dispatch point. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. **Secondary Entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a “Special Situation”.**

OPERATIONAL PERIOD – A twelve (12) hour standard period shall be recognized for considering additional funding to responding Entities that is recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any emergency incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium

PRIMARY ENTITY – An Entity who has contracted as a party with the County and is assigned to respond as the Lead Emergency Incident-Based Response Agency to the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency incident as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS/REGIONAL RESPONSE TEAM/AM-BUS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the On-Scene Incident Commander through the County Fire Marshal's Office. The Am-Bus is an additional resource that may respond to any special situation to provide tactical rescue/EMS assistance and support for any first responder regardless of discipline. The Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

REIMBURSEMENT PLAN – **County** method by which contracted Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

RUBBISH/BRUSH/GRASS//WILDLAND FIRE– Any fire occurring in vegetative areas, trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section 3.2.

SEARCH and RESCUE CALLS – all rescues of person(s), from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **Excluding Recovery, and/or Vehicle Extrication.**

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING any aid to any other Jurisdictions in their city limits or other counties.**

SERVICE CALLS – any call involving, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than “VEHICULAR EXTRICATION” is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of any specialized tools; hydraulic, and/or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (I.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any spill where there is no fire and the spill consists of vegetation such as fruits & vegetables and any other non petroleum based products on roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a “downed-wire” or “low-hanging wire” or energized or with/without fire and the responding **Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation.** Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. **Any situation where the Entity is not required to stand-by for the service company will be classified as a Service Call.**

3.0 ENTITY RESPONSIBILITIES

- 3.1 Entity hereby agrees to provide emergency incident response based services, *if resources are available*, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.
- 3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit “C”. Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff’s Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

- 3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a call outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B" unless authorized by the County Fire Marshals and/or Entity of the Rural Response District, Otherwise Entity shall not be reimbursed for services rendered outside their designated geographical area.
- 3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.
- 3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.
- 3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.
- 3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.
- 3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.
- 3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.
- 3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. A simple trash burning call will be referred to the appropriate law enforcement agency, i.e... Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1.1 ADMINISTRATION

- a. Administration of Fire Marshal's Office
- b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
- c. Commercial Building Inspections
- d. Fire Safety Inspections
- e. Adult and Child Day Care Facility Inspections
- f. Health Care Facility Inspections
- g. Existing and New Construction Inspections
- h. Implementation and Enforcement of the most current version of the International Fire Code.
- i. Issuance and Regulation of Burn Permits in Rural County areas
- j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
- k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

- a. Conduct Fire Investigations
- b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
- c. Provide Information and Reports
- d. May Provide **Assistance** to municipal's Fire Marshal or representative with Fire Investigations, upon request.

- e. May Provide Primary Assistance to contracted entity where there is no fire investigator at present the county may with advanced notification to HCFMO so that arrangements can be made.
- f. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 FIRE PREVENTION

- a. Plan, coordinate and direct activities.
- b. Conduct and participate in training with all Fire Departments.
- c. Acquire and maintain equipment.
- d. Conduct public education.
- e. Perform fire safety presentations.

4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

- a. Review and process all requests for reimbursements on timely manner.
- b. Confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.
- c. Determine if a Rural Response District may respond outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 RESPONSE

- a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
- b. Will respond to any major incidents.
- c. Will integrate into the NIMS/ICS structure as appropriate
- d. Will assist the Incident Commander with any duties as assigned.
- e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

- 5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons traveling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.
- 5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.
- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.
- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services discrepancies for reimbursement or any change in the reimbursement rate category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for approval or to challenge the disapproval within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

- a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

- b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Executive Chief Officer.

- c. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district to include any mutual aid outside response district, Entity shall receive a monthly lump-sum payment for all authorized services in accordance with the following payment schedule and categories;

- | | | |
|--------------|---------------------|---------------------------------------|
| (6.1.4.I.) | CATEGORY I (CI) | Flat rate of \$1,500.00 per incident. |
| (6.1.4.II.) | CATEGORY II (CII) | Flat Rate of \$ 750.00 per incident |
| (6.1.4.III.) | CATEGORY III (CIII) | Flat Rate of \$ 350.00 per incident. |

6.1.4.I. CATEGORY I. A rate of \$ 1,500.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- | | | |
|-----|---|---------|
| .1 | FIREFIGHTING STRUCTURAL / VEHICLE (as
department) | primary |
| .2 | HAZARDOUS MATERIALS (TECHNICIAN LEVEL) | |
| .3 | MASS CASUALTIES | |
| .4 | RESCUE CALLS | |
| .5 | VEHICULAR EXTRICATION | |
| .6 | <u>PUBLIC WORKS/REG. RESPONSE TEAMS, AND/OR AM-BUS RESPONSE</u> | |
| .7 | REGIONAL MEDICAL RESPONSE TEAM | |
| .8 | SECONDARY ENTITY (in place of primary department.) | |
| .9 | SPECIAL SITUATIONS | |
| .10 | RUBBISH/BRUSH/GRASS//WILDLAND above one (1) hour | |

6.1.4.II. CATEGORY II. A rate of \$ 750.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 BEE ATTACKS**
- .2 HUMAN REMAINS RECOVERY CALLS**
- .3 RUBBISH/GRASS//WILDLAND (31 minutes to 1 Hour)**
- .4 HAZ-MAT (AWARENESS/OPERATIONS LEVEL)/WASH DOWN**
- .5 LAW ENFORCEMENT ASSISTANCE**
- .6 MUTUAL AID**
- .7 MEDICAL CALLS**
- .8 MVA (PATIENT PACKAGING, SECURE VEHICLE)**
- .9 PETROLEUM BASED INCIDENT STANDBY**
- .10 TRAFFIC CONTROL**
- .11 WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of \$ 350.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 BASIC FIRST AID**
- .2 RUBBISH/BRUSH/GRASS//WILDLAND (30 minutes & below)**
- .3 FALSE ALARM CALL**
- .4 GOOD INTENT CALLS**
- .5 LANDING ZONE**
- .6 SERVICE CALLS**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended

only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity	<u>The City of Pharr</u> <u>City Manager or Fire Chiefs Office</u> <u>118 S. Cage</u> <u>Pharr</u> , Texas <u>78577</u>
--------------	--

If to County:	County of Hidalgo County Judge's Office 100 E. Cano St. 2 nd Floor, Edinburg, Texas 78539 or P.O. Box 1356, Edinburg, Texas 78540
---------------	---

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 HEADINGS. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 IMMUNITIES. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County.

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.)

CITY OF <u>Pharr</u>	
By: _____	_____ Date
ATTEST:	
_____ City Secretary	

COUNTY OF HIDALGO	
_____ Ramon Garcia, County Judge	_____ Date
ATTEST:	
_____ Arturo Guajardo, Jr., County Clerk	

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: 
Victor M. Garza, Assistant District Attorney

EXHIBIT “A”

Hidalgo County Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____		COUNTY INCIDENT: _____	
DATE : _____	ALARM TIME : _____	ARRIVAL TIME: _____	DEPART TIME: _____
SITUATION REPORTED: _____		SITUATION FOUND: _____	
MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____			
_____ NON-APPLICABLE		DEPARTMENT: _____	
CALLER NAME: _____		REQUESTING PERSON: _____	
CALLER NAME: _____			
CALLER ADDRESS: _____		OTHER: _____	PHONE: _____
CALLER PHONE: _____		WALK-IN: _____	
INCIDENT LOCATION: _____			
OCCUPANT NAME: _____		OWNER NAME: _____	
OWNER ADDRESS: _____			
OWNER PHONE #: _____		OCCUPANT PHONE #: _____	
INCIDENT CAUSE: _____			
TYPE OF ACTION TAKEN: _____			
UNITS RESPONDING: _____		UNITS COMMITTED: _____	
# OF PERSONNEL: _____		MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____	
COMMENTS: _____ _____ _____			
INCIDENT COMMANDER: _____		REPORT PREPARED BY: _____	
ESTIMATED \$ LOSS: _____		ATTEST: _____ FIRE CHIEF	
REIMBURSEMENT REQUESTED: _____ \$350.00 _____ \$750.00 _____ \$1,500.00			

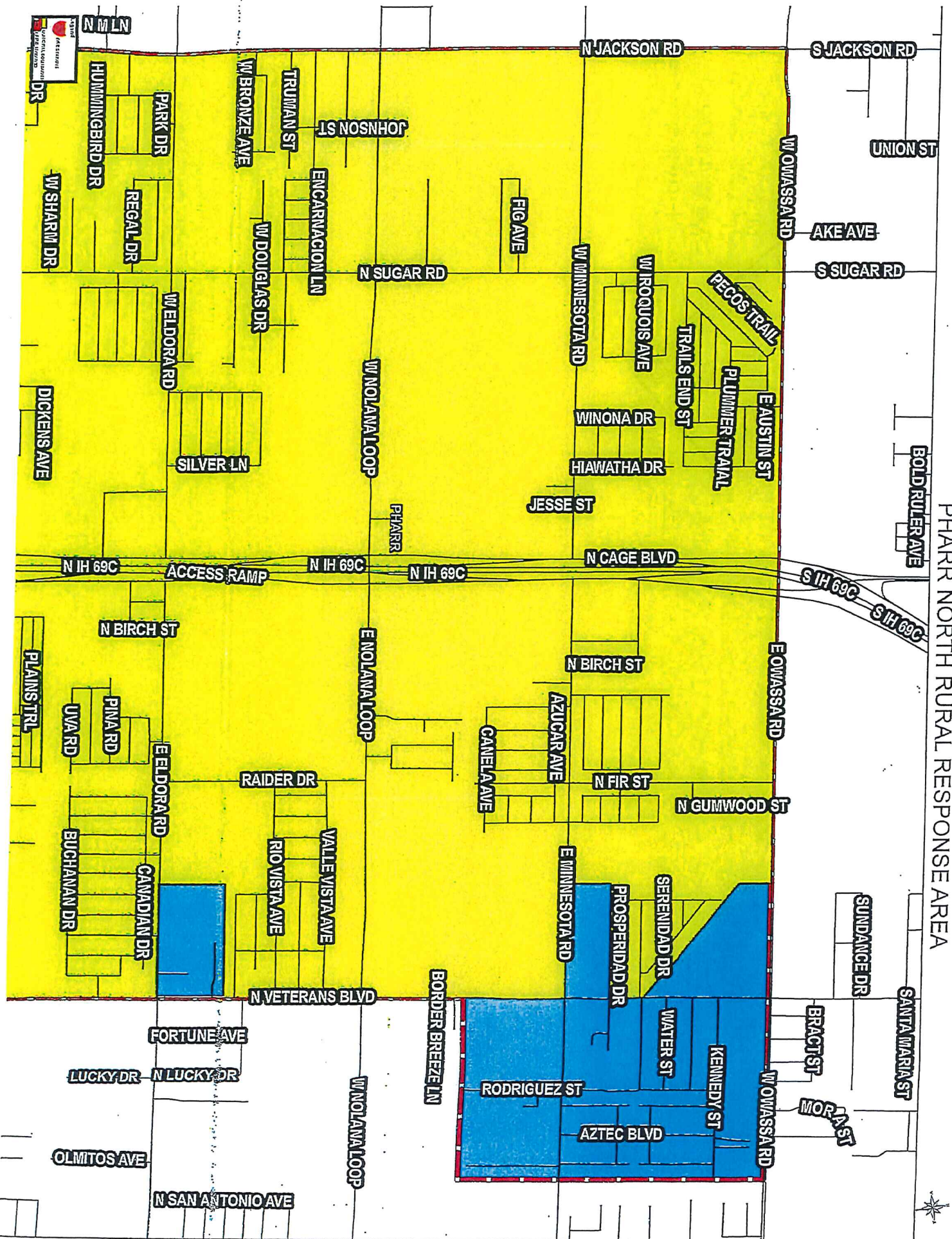
HCFMO Approval Amount: \$350.00 \$750.00 \$1,500.00

EXHIBIT “B”

PAY OUT PLAN:			
	2019	2020	2021
CATEGORY I	\$ 1,500	\$ 1,650	\$ 1,825
CATEGORY II	\$ 750	\$ 825	\$ 905
CATEGORY II	\$ 350	\$ 385	\$ 425

EXHIBIT “C”

PHARR NORTH RURAL RESPONSE AREA







AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: January 3, 2019

MEETING DATE: January 7, 2019

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation and action, if any, on retaining legal counsel to pursue CCN needs.

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 - 01/03/2019
Final Approval - 01/03/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: January 3, 2019

MEETING DATE: January 7, 2019

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, to confirm the City Manager's appointment of a Department Head for the Police Department pursuant to 143.013 (1) of the TLGC.

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:

Edward Wylie

Created/Initiated - 01/03/2019